

**AMENDMENT NO. 2
TO DESIGN-BUILD SUBCONTRACT AGREEMENT
BETWEEN
HAMMEL, GREEN AND ABRAHAMSON, INC.
AND
SENECA HEALTHCARE DISTRICT AS ASSIGNEE OF OSCAR J. BOLDT
CONSTRUCTION CO., INC.**

This Amendment No. 2 to Design-Build Subcontract Agreement (“Amendment No. 2”) is made and entered into this 14th day of August, 2024, by and between Seneca Healthcare District (“District”) and Hammel, Green and Abrahamson, Inc. (“Designer”). District and Designer are sometimes individually referred to as “Party” and collectively as “Parties.”

Recitals

- A. Original Agreement. Designer and Oscar J. Boldt Construction Co., Inc. (“Boldt”) entered into that certain Design-Build Subcontract Agreement dated April 6, 2023 as amended by instrument dated June 27, 2023 (collectively, the “Original Agreement”), which is attached as Exhibit A and incorporated herein by reference as if fully set forth herein.
- B. Assignment. Whereas, District, as assignee of all of Boldt’s right, title, and interest in the Original Agreement under the “General Contract” defined therein, has acquired all of all of Boldt’s right, title, and interest in the Original Agreement.
- C. Design-Build to Design-Bid-Build Transition. Whereas, the Parties desire to provide for Designer to furnish those services not originally contemplated in the Original Agreement now required as a result of the transition from the design-build delivery model to the design-bid-build delivery model as further set forth in Exhibit B.
- D. Corrections to Original Agreement. Whereas, for the avoidance of doubt, the Parties desire to conform the Original Agreement, as modified by this Amendment No. 2, to the requirements of the General Contract with retroactive effect.

Amendment

Now therefore, the Parties hereby modify the Original Agreement as follows:

- 1. Definitions. All capitalized terms used in this Amendment No. 2 not defined in this Amendment No. 2 shall have the same meaning as set forth in the Original Agreement if defined in the Original Agreement.
- 2. Add to Subcontractor’s Work. The work set forth in Exhibit B hereto is hereby added to the Subcontractor’s Work Exhibit to the Original Agreement.
- 3. Increase Subcontract Amount. The Subcontract Amount is hereby amended from \$2,778,702

to \$4,265,377.00.

4. Conforming to General Contract. For the avoidance of doubt, the Parties hereby agree with retroactive effect that the Original Agreement is hereby amended so that it complies in all respects with the requirements of the General Contract referenced therein, including by way of illustration and not by limitation, that any statement therein conditioning the District's right to use Designer work product on payment is inoperative and that otherwise in the event that any provision of the Original Agreement other than the General Contract conflicts with a provision of the General Contract the terms of the General Contract prevail.
5. Continuing Effect of Agreement. All provisions of the Original Agreement otherwise remain in full force and effect and are reaffirmed. From and after the date of this Amendment No. 2, whenever the term "Agreement" appears in the Original Agreement, it shall mean the Agreement as amended by this Amendment No. 2.
6. Adequate Consideration. The Parties hereto irrevocably stipulate and agree that they have each received adequate and independent consideration for the performance of the obligations they have undertaken pursuant to this Amendment No. 2.
7. Severability. If any portion of this Amendment No. 2 is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

SENECA HEALTHCARE DISTRICT

**HAMMEL, GREEN AND
ABRAHAMSON, INC.**

Approved By:

Approved By:

Shawn McKenzie, CEO

James Willsie, Principal/Associate VP

Date

Date

Exhibit A
Original Agreement

April 06, 2023

HGA
SDS 12-1861
PO Box 86
Minneapolis, MN 55486-1861

RE: Project: 104619 / Seneca Replacement Hospital
Seneca Healthcare District
130 Brentwood Dr

Chester, CA 96020

Attached are the contract documents for the Project described above.

Please return the following documents to email address: **adminsacramento@boldt.com**

- One (1) unmodified and executed copy of the contract documents. Originals are not required when emailed.
- One (1) compliant certificate of insurance (COI) with Boldt's Project Number and Subcontract Number clearly written on the COI. Please reference the insurance requirements that are attached as an exhibit within the contract documents.

A final fully executed copy will be returned to you once it has been signed by The Boldt Company.

This Subcontract between The Boldt Company, also known as, Oscar J. Boldt Construction Co., a Wisconsin Corporation ("Boldt"), and HGA SDS 12-1861 PO Box 86 Minneapolis MN 55486-1861 BP#: 078809 ("Subcontractor") is entered into as of the date first written above (the "Subcontract"). The Subcontract is issued in connection with Boldt's obligations as the general contractor or construction manager for: Seneca Replacement Hospital (the "Project") pursuant to the contract ("General Contract") between Boldt and Seneca Healthcare District ("Owner").

WITNESSETH: Boldt and Subcontractor, in consideration of the mutual promises in this Subcontract agree as follows:

Section I. SUBCONTRACT DOCUMENTS. The Subcontract Documents consist of this Subcontract, the General Terms and Conditions to Professional Services Agreement, the Exhibits set forth in Section V, the General Contract (including the General, Supplementary and other Conditions and Exhibits to the General Contract), the Drawings, Specifications and all Addenda issued prior to the date of this Subcontract, and all Modifications issued after the date of this Subcontract. All of these documents are a part of this Subcontract and are available for inspection by the Subcontractor upon its request.

Section II. SERVICES ("Subcontractor's Work"). Subcontractor agrees to perform the services set forth below under the direction of a professional licensed in the state where the Project is located and in accordance with applicable laws, regulations and professional standards:

See attached Subcontractor's Work Exhibit.

Subcontractor shall perform all services in a manner consistent with the degree of care and skill ordinarily exercised by reputable members of Subcontractor's profession engaged during the term of the Agreement to perform similar services in the locality of the Project.

Section III. SUBCONTRACT AMOUNT. In consideration of the faithful performance of the covenants and agreements and conditions of this Subcontract, to the full satisfaction and acceptance of Owner, Architect and Boldt, Boldt agrees to pay, or cause to be paid, to Subcontractor the following Subcontract Amount in accordance with the terms, conditions, provisions and requirements of this Subcontract:

\$ 2,818,547.00

Please reference this accounting breakdown for billing purposes.

<u>DESCRIPTION</u>	<u>ACCOUNTING CODE</u>	<u>AMOUNT</u>
Professional Design Services	104619-001-011521	\$ 2659618
Reimbursable Expenses	104619-001-011540	\$ 158929

Section IV. PROJECT SPECIFIC PROVISIONS: (if any)

See attached Project Specific Provisions Exhibit.

Project address:
130 Brentwood Dr

Chester, CA 96020

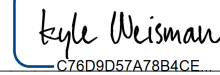
Section V. EXHIBITS INCORPORATED. The following documents will be executed and delivered in a timely manner by Subcontractor as necessary in the performance of Subcontractor's Work and the administration of this Subcontract and are expressly agreed to be a part of this Subcontract and binding upon the parties:

Exhibit A-1: Conditional Waiver and Release on Progress Payment
Exhibit A-2: Unconditional Waiver and Release on Progress Payment
Exhibit B-1: Conditional Waiver and Release on Final Payment
Exhibit B-2: Unconditional Waiver and Release on Final Payment
Exhibit C: Minimum Insurance Requirements
Master Exhibits CA
Professional Services Agreement Terms and Conditions
Exhibit D - Boldt Safety Orientation_Convergence__TSA PSA GSA 02012023
Subcontractor's Work Exhibit - HGA 04.05.23
104619-0001 Subcontract T&C Revision_mcs 02282023

IN WITNESS WHEREOF, the parties have executed this Subcontract as of the date written above.

SUBCONTRACTOR: DocuSigned by:

Signature:

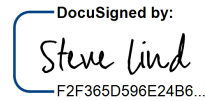

C76D9D57A78B4CE...

Name and Title: Kyle Weisman vice President

Date: 4/7/2023

THE BOLDT COMPANY: DocuSigned by:

Signature:


F2F365D596E24B6...

Name and Title: Steve Lind VP/GM

Date: 4/14/2023

GENERAL TERMS AND CONDITIONS TO PROFESSIONAL SERVICES AGREEMENT

1. Subcontractor Obligations.

Subcontractor shall be bound to Boldt by the terms of this Professional Services Agreement and by the terms of the General Contract between the Owner and Boldt. Subcontractor shall assume toward Boldt all of the obligations and responsibilities which Boldt, by the General Contract, assumes toward the Owner, insofar as applicable to this Professional Services Agreement, provided that where any provision of the General Contract between the Owner and Boldt is inconsistent with any provision of this Professional Services Agreement, the terms of this Professional Services Agreement shall govern.

2. Progress Payments.

a Unless otherwise agreed by Boldt and Subcontractor, Subcontractor shall submit to Boldt Subcontractor's invoice a sufficient amount of days prior to the date Boldt is required to submit its monthly payment application to Owner. In the event Subcontractor fails to comply with this requirement, Subcontractor shall not be entitled to payment until the following payment period.

b No retainage will be held.

c Unless provided otherwise by applicable law or the General Contract and provided Subcontractor has submitted is invoice in a timely manner and that invoice has been approved by Owner and Architect, Boldt shall make payment to Subcontractor within ten (10) calendar days of like payment being made by Owner to Boldt. Progress payments to Subcontractor shall in no way imply approval of Subcontractor's Work.

d As a condition of payment, Subcontractor shall furnish Boldt with a properly executed Partial Release and Waiver of Liens (Exhibit A) and any other project documents required by this Subcontract.

e The provisions hereof, which state the timing of progress and final payments and the amount thereof are subject to the condition that Boldt shall receive from Owner progress or final payments in at least the percentages payable to Subcontractor on account of work done by Subcontractor on the Project; otherwise, the time when such payments shall be due Subcontractor shall be postponed until Boldt has received the same from Owner. If Owner withholds Subcontractor's payment in whole or in part as a result of defective or rejected work, or other bona fide dispute, Subcontractor shall not be entitled to payment of such withheld amounts until the claim is resolved. Subcontractor agrees that the liability of the surety on Boldt's payment bond, if any, for payment to Subcontractor is subject to the same conditions precedent as are applicable to Boldt's liability to Subcontractor.

3. Final Payment.

Boldt shall make final payment to Subcontractor within thirty (30) calendar days after the Subcontractor's Work is complete and accepted by Boldt and Owner, provided that Subcontractor's right to final payment is subject to like payment having been made by Owner to Boldt. As a condition of payment, Subcontractor first, and as an explicit condition precedent to the accrual of Subcontractor's right to final payment, shall have furnished Boldt with a properly executed copy of a Final Release and Waiver of Liens attached as Exhibit B. Subcontractor's acceptance of final payment shall constitute a full and final waiver of any and all claims by Subcontractor against Boldt or Owner arising out of this Professional Services Agreement or otherwise related to the Project. This waiver may not be modified by any restrictive endorsement, writing or other action or course of conduct of Subcontractor or Boldt, but may only be modified by an express written agreement signed by both Boldt and Subcontractor.

4. Ownership of Drawings.

Upon delivery of all documents required of Subcontractor under this Professional Services Agreement, including but not limited to all plans, specifications, designs, shop drawings, test results, data, electronic files and other information (the "Deliverables"), all property rights and ownership of the Deliverables shall pass to Boldt. In the event this Professional Services Agreement is terminated prior to completion of the work, all property rights and ownership of the Deliverables shall pass to Boldt as of the date of termination. Boldt shall have the right to use and reproduce the Deliverables, in whole or in part in connection with the Project.

The Subcontractor may reuse Deliverables prepared by it pursuant to this Professional Services Agreement in its practice, but only in their separate constituent parts and not as a whole.

5. Subcontractor's Responsibilities.

a **Basic Services:** If applicable in order to fulfill Subcontractor's Work, the Subcontractor's Basic Services consist of a review of the Project information furnished by Boldt and the provision of the Schematic Design Documents, Design Development Documents, Construction Documents, bidding or negotiation assistance, Construction Phase Services, and shall include normal architectural, structural, mechanical, electrical and site design. The Subcontractor shall coordinate its services with all services of design consultants and subcontractors retained by Boldt. These services shall be performed in accordance with the schedule established by Boldt. If required by Boldt, the Subcontractor shall assist Boldt in preparing the Preliminary Evaluation, schedule, and estimate for the Owner's written approval.

b **Schematic Design Documents:** If applicable in order to fulfill Subcontractor's Work, the Subcontractor shall prepare, for approval by Boldt and Owner, Schematic Design Documents consisting of drawings, outline specifications and other conceptual documents illustrating the Projects basic elements, scale, and their relationship to the Project site. Two printed sets and one reproducible set of these Documents shall be provided to Boldt.

c **Design Development Documents:** If applicable in order to fulfill Subcontractor's Work, based on the approved Schematic Design Documents, the Subcontractor shall prepare, for approval by Boldt, Owner and governmental authorities, including revisions necessary to secure such approvals, Design Development Documents. The Design Development Documents shall further define the Project, including drawings and outline specifications fixing and describing the Project size and character, and other appropriate elements incorporating the structural, architectural, mechanical and electrical systems. When the Subcontractor submits the Design Development Documents, the Subcontractor shall identify in writing all material changes and deviations that have taken place from the approved Schematic Design Documents. Two printed sets and one reproducible set of these Documents shall be provided to Boldt. Following completion of the Design Development Documents, the Subcontractor shall cooperate with Boldt in updating the schedule and estimate.

d **Construction Documents:** If applicable in order to fulfill Subcontractor's Work, based on the approved Design Development Documents, the Subcontractor shall prepare, for approval by Boldt, Owner and governmental authorities, including revisions necessary to secure such approvals, Construction Documents setting forth in detail the requirements for construction of the Project, consisting of drawings and specifications that comply with codes, laws and regulations enacted at the time of their preparation. When the Subcontractor submits the Construction Documents, the Subcontractor shall identify in writing all material changes and deviations that have taken place from the approved Design Development Documents. The Construction Documents shall completely describe all work necessary to construct the Project. Two printed sets and one reproducible set of these Documents shall be provided to Boldt. Following completion of the Construction Documents, the Subcontractor shall cooperate with Boldt in updating the schedule and estimate.

e **Bidding and Negotiation Assistance:** If applicable in order to fulfill Subcontractor's Work, the Subcontractor shall assist Boldt in obtaining bids from subcontractors and major suppliers by providing necessary drawings, specifications and addenda, attending pre-bid meetings, and clarifying the scope and intent of the Construction Documents and, if appropriate, evaluating proposed subcontractors and material suppliers. The Subcontractor shall issue any addenda or clarifications promptly in writing.

f **Construction Phase Services:** If applicable in order to fulfill Subcontractor's Work, the Construction Phase shall commence upon the issuance of a written notice from the Owner to proceed with construction. The Subcontractor shall furnish interpretations and clarifications of the drawings and specifications, by means of additional drawings, addenda or otherwise, as are necessary for the proper execution and progress of the Project. All such interpretations and clarifications shall be consistent with the intent of the Construction Documents and reasonably inferable from them.

g The Subcontractor shall timely review and approve or otherwise respond to Boldt's submittals, including shop drawings, product data and samples. Submittals shall be checked for conformance with the design and scope of the Project and for compliance with the Construction Documents.

h Approval by Boldt or Owner shall not be deemed to be an assumption of responsibility by Boldt or Owner for any error, inconsistency or omission in the drawings and specifications or other documents prepared by the Subcontractor, its employees, subcontractors, agents or consultants, who shall be responsible for any such error, inconsistency or omission.

i The Subcontractor shall communicate with the Owner and Boldt's subcontractors and suppliers only through Boldt.

j The Subcontractor shall visit the Project site as needed to become generally familiar with the quality of the construction and to determine in general if the construction is proceeding in accordance with the Construction Documents. On the basis of these on-site observations, the Subcontractor shall endeavor to guard Boldt against defects or deficiencies in the construction. After each Worksite visit, the Subcontractor shall promptly provide Boldt with copies of all notes and field reports. If the Subcontractor becomes aware of any such defects, deficiencies or violations, it shall give prompt written notice to Boldt.

k The Subcontractor shall assist Boldt and Owner in filing required documents with governmental authorities having jurisdiction over the Project.

l The Subcontractor shall attend meetings with the Owner and Boldt upon request of Boldt.

m All of the Services to be provided by the Subcontractor shall be rendered promptly so as not to delay Boldt.

n The Subcontractor shall assist Boldt in conducting inspections to determine the date of Substantial Completion of Boldt's subcontractors.

o The Subcontractor shall assist Boldt in obtaining permits necessary for the construction of the Project.

p The Subcontractor warrants and represents that the Subcontractor and its consultants and subcontractors are duly qualified, licensed, registered and authorized by law to perform the Subcontractor's Work.

6. Commencement, Completion of the Work, and Time Extensions.

a Time is of the essence of this Professional Services Agreement. Subcontractor shall diligently pursue the completion of its work. Boldt may prepare a coordinated Progress Schedule for the benefit of Boldt and all subcontractors, and, if it does so, Subcontractor is required, after reasonable written notice, to promptly provide Boldt with such scheduling information as Boldt may demand and to perform its work in accordance with such Schedule or as may be modified by Boldt as work progresses. Subcontractor will be required to participate in scheduling meetings at the request of Boldt.

b Should Subcontractor be obstructed or delayed in the prosecution or completion of its work as a result of unforeseeable causes beyond the control of Subcontractor and not due to its fault or neglect in whole or in part, including but not restricted to acts of God or of the public enemy, acts of the government, fires, floods, epidemics, quarantine regulation, strikes or lockouts, Subcontractor shall notify Boldt in writing within forty-eight (48) hours after the commencement of such delay, stating the cause or causes thereof, or be deemed to have waived any right which Subcontractor may have had to a time extension or additional compensation on account of such delay. Boldt will transmit to Owner or Owner's representative a request for extension of time stating the cause of delay asserted by Subcontractor, and Subcontractor shall thereupon become entitled to only such extensions of time for completing the work as Owner or Owner's representative may grant, because of such unforeseeable causes. Owner's or its representative's decision on Subcontractor's time extension request shall be final and conclusive upon Subcontractor. If Boldt is not entitled under its agreement with Owner to additional compensation as a result of a delay, then Subcontractor shall have no right to, and waives any claim for, additional compensation as a result of such delay.

c Except as herein provided, Subcontractor shall not be entitled to any increase in the Subcontract Amount nor any monetary payment, reimbursement, or compensation over and above the Subcontract Amount for any delay in the commencement, prosecution, hindrance, or obstruction in the performance of the work; loss of productivity or other similar claims, or any loss, cost, damage, or expense of any kind, including but not limited to consequential damages, lost opportunity cost, impact damages, or other similar remuneration, which may arise out of or be caused by any delay in the work from any cause or any extensions of the contract time hereunder, whether or not such delays are foreseeable. Subcontractor expressly waives any right to claim such loss, cost, damage, or expense on account thereof.

7. Changes in the Work.

a Boldt shall have the right at any time during the progress of the work to increase or decrease Subcontractor's Work in the Professional Services Agreement. No additions or changes to the work shall be made except upon written order of Boldt, and Boldt shall not be liable to Subcontractor for any extra services furnished without such written order. No officer, employee or agent of Boldt is authorized to direct any extra or changed work by verbal order.

b. Subcontractor shall promptly perform changes ordered in writing by Boldt. The Subcontract Amount shall be adjusted in the manner as Boldt and Subcontractor shall mutually agree. A Change Order shall be issued and executed promptly after an agreement is reached between Subcontractor and Boldt. In the event that Boldt and Subcontractor are unable to agree on the proper adjustment to the Subcontract Amount for a change, Subcontractor shall, nevertheless, promptly perform said change and the Subcontract Amount shall be adjusted as follows:

c. For changes initiated by Owner, Architect or their representative, the Subcontract Amount shall be adjusted only in the amount approved by Owner for the change less the amount of Boldt's markup on said work. For changes initiated by Boldt, if the parties are unable to agree on the proper adjustment for such charge, the amount of the adjustment shall be determined under Section 14. Any statement herein to the contrary notwithstanding, in no event shall Boldt be liable to Subcontractor for an amount greater than the amount received by Boldt from Owner for such changes, less the amount of Boldt's markup on said work.

8. Defective Work and Claims.

Without limiting Boldt's other rights and remedies hereunder, payments otherwise due Subcontractor may be withheld by Boldt on account of defective, incomplete or unapproved work, claims filed, reasonable evidence indicating probability of filing of claims, failure of Subcontractor to make payments properly to its subcontractors or consultants. Subcontractor shall be responsible for all costs incurred by Boldt in rectifying such problems, including attorney's fees and expenses incurred by Boldt. Boldt may offset against any sums due Subcontractor hereunder the amount of any liquidated or unliquidated obligations of Subcontractor to Boldt, whether or not arising out of the Contract Documents.

9. Indemnification.

a. To the fullest extent permitted by law, the Subcontractor shall indemnify, defend, and hold harmless Boldt and Owner from and against any and all claims, damages, losses, demands, judgments and costs of suit or defense, including attorney's fees and reimburse Owner and Boldt for any expense, damage or liability incurred by Owner or Boldt whether for personal injury, property damage, direct or consequential damage, or economic loss arising or alleged to have arisen as a result of any act or omission of Subcontractor, a sub-subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to any party or person. This indemnity obligation shall include, but not be limited to, claims made, or lawsuits filed by employees of Subcontractor or employees of anyone for whose acts Subcontractor may be liable and claims made or lawsuits filed by employees of Boldt and/or Owner.

b. The foregoing indemnification does not apply to claims arising out of the sole negligence or willful misconduct of Boldt. Subcontractor further agrees to reimburse Boldt for all costs and expenses, including attorney's fees, incurred to enforce these indemnity obligations. This indemnity obligation shall survive the making of final payment, the termination of this Professional Services Agreement and the completion of Subcontractor's Work.

10. Insurance. Subcontractor shall provide all insurance requirements set forth in Exhibit C.

11. Assignment and Subletting.

Subcontractor shall not assign or sublet this Professional Services Agreement or any part thereof, or its right, title or interest therein, without the consent in writing of Boldt. If Subcontractor does, with approval, sublet this Professional Services Agreement or any part thereof, it shall require that its subcontractor or consultant be bound to it and assume toward Subcontractor all of the obligations and responsibilities that Subcontractor has assumed toward Boldt. Notwithstanding Subcontractor's assignment, with the approval of Boldt, Subcontractor shall, at all times and in all circumstances, remain liable to Boldt for the performance of all obligations made pursuant to this Professional Services Agreement. Boldt may assign its rights and obligations under this Professional Services Agreement to Boldt's surety, Owner, Owner's lender or such other third party as any of the foregoing shall designate.

12. Failure to Perform and Termination.

a. If Subcontractor defaults by failing or refusing to properly perform or abide by any terms covenants, conditions, or provisions, contained in this Professional Services Agreement, all of which are agreed to be material to this Professional Services Agreement, Boldt may, at any time thereafter, terminate Subcontractor's right to proceed under this Professional Services Agreement upon two (2) days written notice.

b. Furthermore, Subcontractor acknowledges that if Subcontractor becomes insolvent, is adjudged bankrupt, or makes a general assignment for the benefit of creditors, or if a receiver is appointed for the benefit of its creditors, or if

a receiver is appointed on account of its insolvency, such status could impair Subcontractor's performance of this Professional Services Agreement. Accordingly, upon the occurrence of any such event, Boldt shall be entitled to request of Subcontractor or its successor adequate assurance of future performance in accordance with the terms and conditions of this Professional Services Agreement. Failure to provide such adequate assurance within five (5) days of delivery of the request shall be a default hereunder entitling Boldt to terminate Subcontractor's right to proceed under this Professional Services Agreement upon two (2) days written notice.

c. Boldt and Subcontractor agree that, notwithstanding the written notice provisions set forth in this Section 12, should unusual circumstances reasonably require Boldt to immediately terminate Subcontractor's right to proceed, then Boldt may concurrently terminate Subcontractor's right to proceed and provide written notice of such termination. All monies expended and all of the costs, losses, damages and extra expenses, including all management, administrative and other direct and indirect expenses (including attorney's fees) incurred by Boldt incident to such remedy or completion, shall be set off and deducted from the Subcontract Amount, and if such expenditures, together with said costs, losses, damages and extra expenses, exceed the unpaid balance of the Subcontract Amount, Subcontractor agrees to pay promptly to Boldt, on demand, the full amount of such excess, including costs of collection, attorney's fees and interest thereon at the maximum legal rate of interest until paid. In the event that Subcontractor's right to proceed has been terminated, Subcontractor agrees that it shall not be entitled to receive any further payment until after the Project has achieved final completion.

d. If, after notice of termination under this Section, it is determined for any reason that Subcontractor was not in default, or that its delays were excusable, or that Boldt is not entitled to the remedies against Subcontractor provided herein, then Subcontractor's remedies against Boldt shall be the same as and limited to those afforded Subcontractor under Section 13 dealing with termination for convenience.

13. Termination for Convenience.

Boldt shall have the right to terminate this Professional Services Agreement without cause upon two (2) working days written notice to Subcontractor; provided, however, that if in Boldt's judgment unusual circumstances require Boldt to immediately terminate Subcontractor's right to proceed, then Boldt may concurrently terminate Subcontractor's right to proceed and provide written notice of such termination. In the event of such termination for convenience, Subcontractor's recovery against Boldt shall be limited to that portion of the Subcontract Amount earned through the date of termination, together with any retainage withheld, and Subcontractor shall not be entitled to any other and further recovery against Boldt, including, but not limited to, incidental or consequential damages or anticipated profit on work not performed.

14. Disputes.

a. If a dispute or claim arises between Boldt and Subcontractor, the Project representatives of Boldt and Subcontractor shall attempt to negotiate a resolution of the dispute or claim. If the Project representatives of Boldt and Subcontractor are unable to negotiate a resolution of any dispute or claim, the dispute or claim shall be referred to a member of senior management of Boldt and Subcontractor for the negotiation of a resolution. If such resolution is not reached within a reasonable amount of time, not to exceed sixty (60) days, the dispute or claim shall be referred to non-binding mediation.

b. If direct discussions pursuant to Paragraph 14(a) do not result in resolution of the matter, the parties shall endeavor to resolve the matter by mediation through the current Construction Industry Mediation Rules of the American Arbitration Association, or the parties may mutually agree to select another set of mediation rules. The administration of the mediation shall be as mutually agreed by the parties. The mediation shall be convened within thirty (30) business days of the matter first being discussed and shall conclude within forty-five (45) business days of the matter being first discussed. Either party may terminate the mediation at any time after the first session, but the decision to terminate shall be delivered in person by the terminating party to the non-terminating party and to the mediator. The costs of the mediation shall be shared equally by the parties.

c. If the matter remains unresolved after submission of the matter to mediation, the parties shall submit the matter to litigation in either the state or federal court having jurisdiction of the matter in the location of the Project

d. The costs of any binding dispute resolution procedure shall be borne by the non-prevailing party, as determined by the adjudicator of the dispute.

e. The venue of any binding dispute resolution procedure shall be the location of the Project unless the parties agree on a mutually convenient location.

f Unless otherwise agreed in writing, Subcontractor shall carry on the work and maintain its progress during any dispute resolution proceeding, and Boldt shall continue to make payments to Subcontractor in accordance with the Contract Documents.

g The existence of a dispute or controversy shall not be grounds for any nonperformance by Subcontractor or limit the right of Boldt to proceed to remedy any default or refusal to perform by Subcontractor.

h Boldt's surety on any payment bond shall be entitled to all of the rights afforded Boldt under this section. Subcontractor's surety on any performance bond issued by Subcontractor agrees to participate and be bound by all dispute resolution proceedings under this section.

i For claims by or against Subcontractor which involve the correlative rights, duties, and obligations of Boldt against Owner, Subcontractor expressly agrees that any action or proceeding against Boldt shall be brought in the location and manner specified in the General Contract between Owner and Boldt. If arbitration or litigation is conducted by Owner and Boldt concerning any dispute between them which likewise involves an issue in dispute between Boldt and Subcontractor, then Subcontractor, if permitted by the arbitrators or the court, shall be allowed, as part of said arbitration or litigation, to participate as a neutral party and offer evidence with respect to any such issues. Even if Subcontractor is not a named party, Subcontractor agrees to participate and be bound by any such proceeding to the same extent Boldt is bound to Owner under the dispute or appeal provisions of the General Contract, whether or not Subcontractor is a party to such proceedings. Subcontractor also expressly agrees that any action or proceeding commenced by Subcontractor shall be stayed pending the completion of related proceedings between Owner and Boldt. Boldt's determination of whether any issue in dispute between Boldt and Subcontractor likewise involves an issue in dispute between Boldt and Owner shall be determinative of Subcontractor's obligation to participate and be bound by the dispute resolution proceedings between Boldt and Owner.

j Boldt's surety on any payment bond shall be entitled to all of the rights afforded Boldt under this Section. Subcontractor's surety on any performance bond issued by Subcontractor agrees to participate and be bound by all dispute resolution proceedings under this section.

15. Patents, Royalties and Copyrights.

Subcontractor shall pay all license fees, royalties or other charges which may be due on any patented or copyrighted materials, methods, systems or ideas incorporated into the work. Subcontractor shall indemnify, defend and hold harmless Boldt and Owner from any and all demands claims, damages, losses, demands, judgments and costs of suit or defense, including attorney's fees and reimburse Owner and Boldt for any expense, damage or liability incurred by Owner or Boldt, consequential damage or economic loss arising or alleged to have arisen from any infringement or alleged infringement of any patent, copyright or license.

16. Claims By or Against Suppliers or Other Subcontractors.

Should Subcontractor have a claim against Boldt or any other subcontractor or supplier of Boldt on the Project by reason of the acts or omissions of such other subcontractor or supplier, then Subcontractor shall make claim directly against such other subcontractor or supplier and is hereby assigned and entitled to assert all rights that Boldt may have against such other subcontractor or supplier in connection with said claim. Said assignment shall be for the limited and express purpose of pursuing Subcontractor's claim and, in consideration thereof, Subcontractor agrees to make no direct claim against Boldt and expressly waives all rights against Boldt for any loss or expense which may reasonably be attributed to the act or omission of another subcontractor or supplier. Except as specifically provided in the Contract Documents, Subcontractor shall have no claim against Boldt for any sum or any cause whatsoever.

17. Confidentiality.

All information, data, know how, discoveries, methods, processes, techniques or trade secrets disclosed to Subcontractor by Boldt or Owner or acquired by Subcontractor in the course of performing the work shall be kept confidential and Subcontractor shall not disclose it to any third parties, except as is necessary to perform the work. In the event of any such disclosure to a third party, Subcontractor shall inform the third party of this confidentiality obligation and obtain the third party's agreement to honor it.

18. Miscellaneous.

a Subcontractor shall at all times keep the Project free from liens arising out of or relating to Subcontractor's Work.

b. Subject to other provisions hereof, this Professional Services Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of the parties hereto.

c. This Professional Services Agreement shall be governed by the laws of the state in which the Project is located. The failure of Boldt to enforce at any time or for any period of time any one or more of the provisions of the Contract Documents shall not be construed to be and shall not be a waiver of any such provision or provisions or of Boldt's right thereafter to enforce each and every such provision. If any part of the Contract Documents is declared invalid under the governing law, the balance of the Contract Documents shall remain in full force and effect.

d. Each of the parties hereto agrees and represents that the Contract Documents comprise the full and entire agreement between the parties affecting the work contemplated, and no other agreement or understanding of any nature concerning the same has been entered into or will be recognized, and that all negotiations, acts, work performed, or payments made prior to the execution hereof shall be deemed merged in, integrated, and superseded by this Professional Services Agreement. This Professional Services Agreement may not be modified, amended or altered in any manner except by written amendment signed by both Subcontractor and Boldt. Specifically, Subcontractor acknowledges and agrees that it may not modify, amend, alter or attempt to modify the Professional Services Agreement, the plans or specifications or these Terms and Conditions as a condition of entering into this Professional Services Agreement. Subcontractor acknowledges that by submitting a bid or proposal to Boldt and by signing this Professional Services Agreement, Subcontractor has read and understands the Professional Services Agreement and all Exhibits including these Terms and Conditions and that Subcontractor is obligated to provide all labor and materials as expressly set forth in the Professional Services Agreement and these Terms and Conditions without modification or alteration and any attempt to do so which is not expressly set forth in a written amendment signed by Boldt is null and void.

e. All indemnification obligations under this Professional Services Agreement, including, but not limited to, the obligations under paragraphs 9, 10 and 15 shall survive the making of final payment, the termination of this Professional Services Agreement and the completion of the Subcontractor's Work.

f. Subcontractor agrees to abide by the provisions of the following related to equal employment opportunity, to the extent applicable, which are incorporated herein by reference: 41 C.F.R. §§ 60-1.4(a), 60-300.5(a), 60-741.5(a), 61-300.10, Executive Orders 11246 and 13465, and Appendix A to Subpart A of Executive Order 13496. As applicable, this contractor and subcontractor shall abide by the requirements of 41 CFR § 60-741.5(a). This regulation prohibits discrimination against qualified individuals on the basis of disability, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities. This contractor and subcontractor shall abide by the requirements of 41 CFR § 60-300.5(a). This regulation prohibits discrimination against qualified protected veterans and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans.

Exhibit A-1

Subcontract No: _____

CONDITIONAL WAIVER AND RELEASE ON PROGRESS PAYMENT
California Civil Code Section 8132

NOTICE: THIS DOCUMENT WAIVES THE CLAIMANT'S LIEN, STOP PAYMENT NOTICE, AND PAYMENT BOND RIGHTS EFFECTIVE ON RECEIPT OF PAYMENT. A PERSON SHOULD NOT RELY ON THIS DOCUMENT UNLESS SATISFIED THAT THE CLAIMANT HAS RECEIVED PAYMENT.

Identifying Information

Name of Claimant: _____

Name of Customer: _____

Job Location: _____

Owner: _____

Through Date: _____

Conditional Waiver and Release

This document waives and releases lien, stop payment notice, and payment bond rights the claimant has for labor and service provided, and equipment and material delivered, to the customer on this job through the Through Date of this document. Rights based upon labor or service provided, or equipment or material delivered, pursuant to a written change order that has been fully executed by the parties prior to the date that this document is signed by the claimant, are waived and released by this document, unless listed as an Exception below. This document is effective only on the claimant's receipt of payment from the financial institution on which the following check is drawn:

Maker of Check: _____

Amount of Check: \$ _____

Check Payable to: _____

Exceptions

This document does not affect any of the following:

- (1) Retentions.
- (2) Extras for which the claimant has not received payment.
- (3) The following progress payments for which the claimant has previously given a conditional waiver and release but has not received payment:
Date(s) of waiver and release: _____
Amount(s) of unpaid progress payment(s): \$ _____
- (4) Contract rights, including (A) a right based on rescission, abandonment, or breach of contract, and (B) the right to recover compensation for work not compensated by the payment.

Signature

Claimant's Signature: _____

Claimant's Title: _____

Date of Signature: _____

Exhibit A-2

Subcontract No: _____

UNCONDITIONAL WAIVER AND RELEASE ON PROGRESS PAYMENT
California Civil Code Section 8134

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

Identifying Information

Name of Claimant: _____

Name of Customer: _____

Job Location: _____

Owner: _____

Through Date: _____

Unconditional Waiver and Release

This document waives and releases lien, stop payment notice, and payment bond rights the claimant has for labor and service provided, and equipment and material delivered, to the customer on this job through the Through Date of this document. Rights based upon labor or service provided, or equipment or material delivered, pursuant to a written change order that has been fully executed by the parties prior to the date that this document is signed by the claimant, are waived and released by this document, unless listed as an Exception below. The claimant has received the following progress payment: \$_____

Exceptions

This document does not affect any of the following:

- (1) Retentions.
- (2) Extras for which the claimant has not received payment.
- (3) Contract rights, including (A) a right based on rescission, abandonment, or breach of contract, and (B) the right to recover compensation for work not compensated by the payment.

Signature

Claimant's Signature: _____

Claimant's Title: _____

Date of Signature: _____

Exhibit B-1

Subcontract No: _____

CONDITIONAL WAIVER AND RELEASE ON FINAL PAYMENT
California Civil Code Section 8136

NOTICE: THIS DOCUMENT WAIVES THE CLAIMANT'S LIEN, STOP PAYMENT NOTICE, AND PAYMENT BOND RIGHTS EFFECTIVE ON RECEIPT OF PAYMENT. A PERSON SHOULD NOT RELY ON THIS DOCUMENT UNLESS SATISFIED THAT THE CLAIMANT HAS RECEIVED PAYMENT.

Identifying Information

Name of Claimant: _____

Name of Customer: _____

Job Location: _____

Owner: _____

Conditional Waiver and Release

This document waives and releases lien, stop payment notice, and payment bond rights the claimant has for labor and service provided, and equipment and material delivered, to the customer on this job. Rights based upon labor or service provided, or equipment or material delivered, pursuant to a written change order that has been fully executed by the parties prior to the date that this document is signed by the claimant, are waived and released by this document, unless listed as an Exception below. This document is effective only on the claimant's receipt of payment from the financial institution on which the following check is drawn:

Maker of Check: _____

Amount of Check: \$ _____

Check Payable to: _____

Exceptions

This document does not affect any of the following:

Disputed claims for extras in the amount of: \$ _____

Signature

Claimant's Signature: _____

Claimant's Title: _____

Date of Signature: _____

Exhibit B-2

Subcontract No: _____

UNCONDITIONAL WAIVER AND RELEASE ON FINAL PAYMENT
California Civil Code Section 8138

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

Identifying Information

Name of Claimant: _____

Name of Customer: _____

Job Location: _____

Owner: _____

Unconditional Waiver and Release

This document waives and releases lien, stop payment notice, and payment bond rights the claimant has for all labor and service provided, and equipment and material delivered, to the customer on this job. Rights based upon labor or service provided, or equipment or material delivered, pursuant to a written change order that has been fully executed by the parties prior to the date that this document is signed by the claimant, are waived and released by this document, unless listed as an Exception below. The claimant has been paid in full.

Exceptions

This document does not affect the following:

Disputed claims for extras in the amount of: \$ _____

Signature

Claimant's Signature: _____

Claimant's Title: _____

Date of Signature: _____

Exhibit C: Minimum Insurance Requirements.

1. **A certificate of insurance must be furnished to Contractor (hereinafter called “Boldt”) before commencement of Subcontractor’s Work pursuant to any issued Subcontract and before any funds are paid to Subcontractor under the Subcontract.**
2. The insurance requirements outlined in this Exhibit are in addition to and separate from any other requirements in the General Contract applicable to the Subcontractor. The liability of Subcontractor shall not be limited by the type, amount or limits of any insurance maintained by Subcontractor. Unless higher limits are required by Boldt or by the General Contract, Subcontractor shall procure, maintain during the term of the Subcontract (and, in the case of completed operations coverage, for two (2) years after the date of Final Completion or such longer period as may be required under the General Contract) and pay for, and shall require its sub-subcontractors to procure, maintain during the progress of their portion of the work (and, in the case of completed operations coverage, for two (2) years after the date of Final Completion or such longer period as may be required under the General Contract), and pay for the following types and minimum amounts of insurance:
 - a. Commercial General Liability Insurance*:
 - i. \$4,000,000 Each Occurrence
 - ii. \$4,000,000 General Aggregate Per Project
 - iii. \$4,000,000 Products/Completed Operations Aggregate.
 - iv. \$4,000,000 Personal and Advertising Injury Limit.
 - b. Business Automobile Liability Insurance*:
 - i. \$2,000,000 Each Accident for Owned, Non-Owned and Hired Automobiles.
 - c. Statutory Workers’ Compensation and Employers’ Liability Insurance*:
 - i. \$1,000,000 Bodily Injury / Each Accident.
 - ii. \$1,000,000 Bodily Injury by Disease / Policy Limit.
 - iii. \$1,000,000 Bodily Injury by Disease / Each Employee.
 - d. Umbrella or Excess Liability Insurance (following form over the Commercial General Liability, Employer’s Liability and Automobile Liability Insurance). If the Subcontract Amount is equal to or greater than \$1,000,000, the following minimum limits will be required:
 - i. \$3,000,000 Each Occurrence
 - ii. \$3,000,000 Aggregate

*Commercial General Liability Insurance and other liability insurance may be arranged under a single policy for the full limits required or by a combination of underlying policies with the balance provided by an Excess or Umbrella Liability Policy. If additional limits or coverages are required by Boldt or by the General Contract, the cost of such coverage is included in the Subcontract Amount.
3. All insurance required hereunder shall be with insurance companies with A. M. Best Ratings of A- or better, and on forms acceptable to Boldt.
4. Each insurance coverage required under this Subcontract shall contain clauses to the effect that the same may not be cancelled, not renewed or the limits of coverage reduced, with no less than thirty (30) calendar days' prior written notice to Boldt.
5. Each liability policy required by this Subcontract (Commercial General Liability, Automobile Liability and Umbrella or Excess Liability), shall name The Boldt Company, the Owner, and their respective officers, directors, agents, employees and assigns and all parties required to be named as additional insureds in the General Contract through the form of endorsement required by the General Contract. If a specific General Liability form of endorsement is not required by the General Contract, the General Liability endorsements shall be made by ISO Forms CG 2010 07-04 and CG 2037 07-04 or coverage at least as broad. This additional insured endorsement shall apply to both on-going operations and the completed operations coverage for the period of time Subcontractor is required to maintain such coverage for each Subcontract. The insurance required by this Exhibit shall be primary and noncontributory with respect to any other insurance available to the additional insureds. The limits of coverage required for the additional insureds are the greater of the limits required by each Subcontract or the limits actually carried by Subcontractor, including any limits available to Subcontractor under any Excess or Umbrella Liability policies. Subcontractor acknowledges that it will provide Umbrella and Excess Liability Insurance on behalf of the required named additional insureds of each Subcontract and that

the Umbrella and Excess Liability Insurance will be subject to Vertical Exhaustion before any other Primary, Umbrella or Excess Policies or any other insurance obtained by Boldt will contribute.

6. Any policy of insurance issued pursuant to this Exhibit shall include an endorsement providing that the insurers waive their rights of subrogation against Boldt or the Owner and, and their respective officers, directors, agents, employees and assigns and or any other party as required by the General Contract. Subcontractor hereby waives, and shall require its sub-subcontractors to waive, any and all rights of recovery which they or any of them or any of their insurers may now or subsequently have against Boldt or the Owner, and their respective officers, directors, agents, employees and assignees, in connection with any losses covered by insurance provided hereunder.
7. Worker's Compensation coverage shall be provided for any employee, owner or principal of the Subcontractor who shall be at the Project site or at a specific off-site Project related location whether or not required by statute.
8. Subcontractor shall carry sufficient comprehensive insurance on its equipment and personal property including tools and jobsite trailer. Subcontractor shall also insure all materials stored on and off the Project site and enroute to and from the Project site that will be incorporated into the Project or used in the completion of Subcontractor's Work, unless Subcontractor has verified in advance that these materials are insured under the Builder's Risk policy for the Project. Subcontractor agrees that Owner and Boldt shall not be responsible for any loss or damage to any equipment or personal property of Subcontractor and Subcontractor agrees to waive any and all subrogation rights against Owner and Boldt for any such loss, Claim or loss of use.
9. If Boldt is liable for all or some portion of the deductible under the Project's All Risk/Builder's Risk/property insurance, then Subcontractor shall reimburse Boldt for that portion of the deductible that arises from or is attributable to the acts or omissions of Subcontractor.
10. If (i) Subcontractor is providing architectural, engineering or other professional services, including services under a Testing Services Agreement or Design Build Subcontract, as a part of Subcontractor's Work; or (ii) such insurance is required by the Subcontract Documents; or (iii) such insurance is requested by Boldt, Subcontractor shall procure, maintain, and pay for Professional Liability/Errors and Omissions Insurance with limits of not less than \$1,000,000 each claim and \$2,000,000 annual aggregate. The Professional Liability Insurance shall contain prior acts coverage sufficient to cover Subcontractor's Work and shall continue in effect for two (2) years after final acceptance of the Project or longer if the General Contract requires. Policy shall include a waiver of subrogation on behalf of Boldt, the Owner, and the respective officers, directors, agents, employees and assigns and any other party as required by the General Contract.
11. Subcontractor will provide Pollution Liability Insurance if required by the Subcontract Documents or Boldt. If required, such insurance shall have limits of not less than \$1,000,000 each claim and \$2,000,000 annual aggregate. The Pollution Liability Insurance shall continue in effect for two (2) years after final acceptance of the Project or longer if the General Contract requires. This policy shall name Boldt, the Owner, and the respective officers, directors, agents, employees and assigns and any other party as required by the General Contract as additional insureds and include a waiver of subrogation on behalf of all additional insureds. This policy shall be primary and noncontributory with respect to any other insurance maintained by the additional insureds.
12. Specifically, the following information should be included in the Description of Operations/Locations/Vehicles section within the certificate of insurance:

Boldt Job # and Project Name & Description. All parties required to be named in the Subcontract shall be named as additional insureds to the General Liability, the Automobile Liability and the Umbrella Liability policies. All policies herein are primary and non-contributory to any insurance available to the additional insureds. Waiver of Subrogation in favor of all parties required to be named in the Subcontract applies to the General Liability, Automobile Liability, Umbrella Liability and Workers Compensation policies. A 30-day notice of cancellation must be mailed to the certificate holder to all policies hereon.
13. The failure of Subcontractor to furnish a certificate of insurance, shall not alter or eliminate Subcontractor's obligation to obtain and maintain the insurance required, and to meet all other obligations established by this Exhibit. Boldt's receipt of a certificate of insurance that does not meet the requirements of the Subcontract is not a waiver, modification, amendment or alteration of the Subcontract and shall not in any manner relieve the Subcontractor of fully complying with these requirements.
14. At any time upon request, Boldt may request copies of the actual policies or endorsement copies.

EXHIBIT D – BOLDT SAFETY ORIENTATION

The Boldt Company has partnered with Convergence to facilitate the online completion of Boldt's Safety Orientation. This method ensures that all individuals working on Boldt's project sites receive consistent orientations.

All individuals entering Boldt's project site are required to complete all orientation activities prior to coming on-site. These orientations are an annual requirement and will expire one (1) year after completion date. The annual orientation activities include, but are not limited to:

- Boldt Project Rules
- Boldt Safety Orientation
- Boldt Safety Orientation Quiz
- Suicide Awareness

**Please note that each individual arriving to our sites will still receive a site-specific orientation.*

A benefit of Convergence is that the platform is easily accessed online via smart phones or laptops. If a prospective employee arrives at a Boldt project site without completing the Boldt orientation activities in Convergence, they can simply complete it on their phone or a site laptop prior to entering the project site.

Once an individual has completed their required orientation, they will have the ability to print or take a screenshot of their Convergence Certificate and then will be allowed onsite. Each individual will receive a Boldt hard hat/helmet orientation sticker that must be displayed while working onsite. Individuals who do not display a Boldt hard hat/helmet orientation sticker will not be allowed on the project site and will be asked to complete the current year orientation.

The following pages include the Instructions for Convergence Online Safety Orientation.



Instructions for Convergence Online Safety Orientation: Subcontractors & Owners

1. Scan the QR code or click on the link below to complete the required Boldt Orientation. <https://theboldtco.contractortrainingonline.com/BoldtCompany>
2. **For new employees** click on the **Register** button at the login page.
3. On the "Select Your Company" page, enter the name of your organization in the "Search" box and click **GO**. Your company name should be automatically loaded in the list below. Click on your company's name and click save.

*****If your company is not in listed in Convergence, please contact your Boldt site safety professional.***

Select Your Company

Welcome to the Registration Wizard! Follow the steps in the wizard to create your user account, select the facilities you will visit and select the required training for each facility. To begin registration, search for your employer.

Search: Boldt Go

☐ Boldt

*If your employer is not listed then select Other Company. If Other Company is not listed then contact your facility representative to add your company to the list.

Start

4. After Selecting your company, fill out the required form with your First/Last name, email (use [firstname.lastname@no.email](#) format), and create a password. Click **NEXT** to move on.

Enter Your information

Please make a note of your username (your email address) and password. This will allow you to login and take your training at a future date.

First Name **Last Name**

E-mail *this will be your username.

No Email?
Use this format: "firstname.lastname@no.email" (ex. john.doe@no.email).

Password **Confirm Password**

*minimum 4 characters.

Optional Info

Phone **Fax**

Job Title

Primary Contact **Primary Service**

Back Next

5. Select **"Boldt-Subcontractor"** as the work site location. Click **NEXT** to move on.

****If your company is an owner or representative/vendor, please use "Boldt-Subcontractor".**

6. Confirm all information is correct and click **COMPLETE REGISTRATION** to move on.
7. The **MY TRAINING** tab should appear with a list of 4 activities:

- *Boldt Project Rules*
- *Boldt Safety Orientation*
- *Boldt Safety Orientation Quiz*
- *Suicide Awareness*

Complete all 4 activities before coming on-site to be acquainted with the safety procedures and policies of the jobsite. *NOTE: the trainings in the tab are separated by language, you only need to complete the 4 activities that pertain to the language you select to be oriented on to achieve certification to be on-site. **Complete each training in order, starting at the top. When you are completed in one training, another will "Launch" for you to complete.***

Category	Activity	Status	Duration
English	Boldt Project Rules- English	Incomplete	5 mins
	Boldt Safety Orientation Video	Prerequisite	22 mins
	Boldt Safety Orientation	Prerequisite	20 mins
	Suicide Awareness - English	Prerequisite	2 mins
Spanish	Boldt Project Rules- Spanish	Incomplete	5 mins
	Boldt Safety Orientation Video (Spanish)	Prerequisite	32 mins
	Boldt Safety Orientation (Spanish)	Prerequisite	20 mins
	Suicide Awareness - Spanish	Prerequisite	2 mins

8. Print the certificate **OR** take a photo of completion certificate when all training is complete. **All employees are expected to bring their certificate of completion to the jobsite on their first day of work.**



Subcontractor's Work Exhibit

Perform the Architectural & Engineering Design Services work for the Seneca Replacement Hospital and Skilled Nursing Facility Project with Seneca Health District in Chester, California.

For technical questions regarding this Subcontract contact Boldt Project Executive Brooke Higman at 279-219-8089 or via email at Brooke.Higman@boldt.com.

Subcontractor's Work:

1. Includes design services as listed below:
 - Architectural
 - Mechanical Engineering
 - Plumbing Engineering
 - Structural Engineering
 - Civil Engineering
 - Landscape Architecture
 - Food Service
 - Waterproofing
 - Interior Design
 - Industrialized Construction Design Assist
2. Validation Phase Services
 - Evaluate Criteria Documents to confirm 2022 CBC code requirements.
 - Evaluate Criteria Documents to identify cost reductions opportunities.
 - Evaluate census and volume data to identify space reduction opportunities.
 - Assist with documentation, reporting and presentation of Validation Phase findings.
 - Establish design deliverable dates.
3. Design will be broken into three design packages for agency approval; Site Improvements, Core & Shell, and Tenant Improvement packages for permitting/phased construction as noted below:
 - Site Improvement Package County Submission: 05/18/2023
 - Core & Shell HCAI Submission: 06/15/2023
 - Tenant Improvement HCAI Submission: 11/02/2023
4. Design includes schematic design, design development, construction documentation, agency review and construction administration phases.
 - Schematic Design Services
 - Design meetings onsite with Owner and Clinic User Group as required to develop schematic design documentation. Two each, two-day on-site sessions will be in-person. Includes virtual follow-up meetings to finalize Schematic Design as required.
 - Participate in executive steering committee meetings at the end of Design Development for design approval.
 - Prepare document for schematic design budget updates as required.
 - Prepare documents for final approval.
 - Design Development Services
 - Design meetings onsite with Owner and Clinic User Group as required to develop design development documentation. Two each, two-day on-site sessions will be in-person. Two each, two-day sessions planned virtually. Includes virtual follow-up meetings to finalize Design Development as required.
 - Participate in executive steering committee meetings at the end of Design Development for design approval.



Subcontractor's Work Exhibit

- Prepare documents for Design Development budget updates as required.
 - Prepare documents for final approval.
 - Includes coordination as required with Owner's consultants.
 - Construction Document Phase Services
 - Prepare Construction Documents for Project, including Owner final approval.
 - Prepare CD documents for budget updates as required.
 - Agency Phase Services
 - Prepare and submit document for HCAI and local jurisdiction review as required.
 - Provide administrative services for securing all necessary Agency paperwork for plan approval and for facilitating transition to construction.
 - Track and report on permit status.
 - Assist with all Agency closeout paperwork associated with construction.
 - Construction Administration (CA) Services -Change order for this scope will be issued to HGA in the amount of \$1,042,076 following Owner issuance of Notice To Proceed for Construction.
 - Participate in weekly virtual construction meeting.
 - Includes approximately 20 site visits (1 per month during construction activities).
 - Compile and review punch list including site observation to determine dates for Substantial Completion and Final Completion.
 - Submittal and RFI review/response.
5. Includes criteria design of future Support Services Building (assumes metal building by others).
6. Design and construction meetings including but not limited to the following:
- Owner, Architect, Contractor Meeting – Weekly (1-2 hours)
 - Planning Sessions for Design Phases
 - 2-4 hour initial planning meeting per package (3 each)
 - Weekly update/check-in – 1-2 hrs
 - Design Meeting Check-ins-Weekly 1-2 hrs
 - Cluster Group Meetings
 - Coordination with Inspector of Record as required.
 - Coordination/Meetings with HCAI as required.
7. Includes coordination of all design partners as required for a complete, constructable set of design documents.
8. Any modifications to the design and approvals by Authority Having Jurisdiction, as required to complete the project through construction are included in this scope of work.

Clarifications:

1. Reimbursable expenses are defined as the actual expenditures made by Subcontractor in the interest of the project for expenses such as out-of-town travel, reproductions, and mailing, etc. Expenses are at cost only (no markup) and require backup as required. Reimbursable expenses shall not exceed \$158,929.00.
2. If the Subcontractor encounters facts or circumstances that would give rise to a changed condition of either cost or time, Subcontractor must provide immediate written notice to Boldt. If the Subcontractor determines that the condition is a change order to this agreement, the Subcontractor must submit a change order proposal within 5 business days.
3. Heliport Design, planning and permitting will be direct to Owner.
4. Geotechnical Engineering, Medical Equipment Planning, Signage Design, Artwork & Plant Design, Furniture, Fixtures & Equipment Design (FF&E), and Commissioning Consultant are direct to Owner and are not included in this contract. Includes coordination with Owner's direct consultants as required.



Subcontractor's Work Exhibit

Exclusions:

1. Permit Fees

Subcontractor's Work includes but is not limited to the following Drawings, Specifications, Addenda, and Bulletins for the entire Project:

-Seneca Healthcare District Request for Proposal for Replacement Critical-Access Hospital, Skilled Nursing Facility and Outpatient Services, dated August 29th, 2022.

-Request for Proposal D-B Entity- Addendum 1 dated 09/06/2022

- Request for Proposal D-B Entity- Addendum 2 dated 09/12/2022

-Request for Proposal D-B Entity – Addendum 3 dated 09/16/2022

-Request for Proposal D-B Entity- Addendum 4 dated 09/16/2022

-Request for Proposal D-B Entity- Addendum 5 dated 09/22/2022

-Request for Proposal D-B Entity- Addendum 6 dated 10/05/2022

-NTP #1, 11/23/2022

-NTP #2, dated 02/16/2023

-Design Build Contract Amendment No. 1, dated 02/07/2023

-Revised Basis for Design Construction Documents

-Exhibit A- Seneca Validation Site Plan

-Exhibit B- Seneca Validation Detailed Program

-Exhibit C- Seneca Validation Schedule

-Exhibit D- Seneca Validation Cost Model

-Exhibit E- Seneca Validation Narrative

-Exhibit F- Seneca Validation Helipad Narrative

-Exhibit G- Seneca Validation Schedules

-Exhibit H- Seneca Validation Finishes Presentation

-Exhibit I- Seneca Validation Clarifications



Subcontractor's Work Exhibit

(If this space is left blank the Drawings and Specifications are all drawings, specifications, addenda and bulletins in existence on the date of this Subcontract.)

Terms and Conditions Revision**Project: 104619**

Boldt and Subcontractor hereby agree to certain modifications to the Subcontract. All modifications are specific to this Subcontract and are not applicable to any other contract, subcontract or purchase order. The following sections, subsections and/or exhibits are deleted in their entirety and are replaced with the following sections, subsections and/or exhibits:

3. Final Payment.

Boldt shall make final payment to Subcontractor within thirty (30) calendar days after the Subcontractor's Work is complete and accepted by Boldt and Owner, provided that Subcontractor's right to final payment is subject to like payment having been made by Owner to Boldt. As a condition of payment, Subcontractor first, and as an explicit condition precedent to the accrual of Subcontractor's right to final payment, shall have furnished Boldt with a properly executed copy of a Final Release and Waiver of Liens attached as Exhibit B. Subcontractor's acceptance of final payment shall constitute a full and final waiver of any and all claims for payment by Subcontractor against Boldt or Owner arising out of this Professional Services Agreement or otherwise related to the Project. This waiver may not be modified by any restrictive endorsement, writing or other action or course of conduct of Subcontractor or Boldt, but may only be modified by an express written agreement signed by both Boldt and Subcontractor.

4. Ownership of Drawings.

Upon delivery of all documents required of Subcontractor under this Professional Services Agreement and provided full payment has been issued to Subcontractor in compliance with the payment provisions set forth in Section 2 & 3, including but not limited to all plans, specifications, designs, shop drawings, test results, data, electronic files and other information (the "Deliverables"), all property rights and ownership of the Deliverables excluding Subcontractor's pre-existing property in the Deliverables and Subcontractor's standard design details shall pass to Boldt. In the event this Professional Services Agreement is terminated prior to completion of the work, all property rights and ownership of the Deliverables shall pass to Boldt as of the date of termination subject to all exclusions and limitations provided herein and full payment of all amounts due as of the date of termination. Boldt shall have the right to use and reproduce the Deliverables, in whole or in part in connection with the Project.

The Subcontractor may reuse Deliverables prepared by it pursuant to this Professional Services Agreement in its practice, but only in their separate constituent parts and not as a whole.

Section 5.a. Basic Services:

If applicable in order to fulfill Subcontractor's Work, the Subcontractor's Basic Services consist of a review of the Project information furnished by Boldt and the provision of the Schematic Design Documents, Design Development Documents, Construction Documents, bidding or negotiation assistance, Construction Phase Services, and shall include normal architectural, structural, mechanical, electrical and site design. The Subcontractor shall coordinate its services with all services of design consultants and subcontractors retained by Boldt and may reasonably rely on the accuracy and completeness of their work. These services shall be performed in accordance with the schedule established by Boldt. If required by Boldt, the Subcontractor shall assist Boldt in preparing the Preliminary Evaluation, schedule, and estimate for the Owner's written approval.

Section 5.f. Construction Phase Services:

If applicable in order to fulfill Subcontractor's Work, the Construction Phase shall commence upon the issuance of a written notice from the Owner to proceed with construction. Upon Boldt's proper issuance of a request for information containing, at a minimum, specific references to the aspect of the drawings or specifications requiring additional information and a reasonable due date for a response in accordance with the project Schedule and Contract Documents, ~~t~~The Subcontractor shall furnish interpretations and clarifications of the drawings and specifications, by means of additional drawings, addenda or otherwise, as are necessary for the proper execution and progress of the Project. All such interpretations and clarifications shall be consistent with the intent of the Construction Documents and reasonably inferable from them.

Section 5.j. The Subcontractor shall visit the Project site as needed to become generally familiar with the quality of the construction and to determine in general if the construction is proceeding in accordance with the Construction Documents. On the basis of these on-site observations, the Subcontractor shall endeavor to guard Boldt against defects or deficiencies in the construction. After each Worksite visit, the Subcontractor shall promptly provide Boldt with

copies of all notes and field reports. If the Subcontractor becomes aware of any such defects, deficiencies or violations, it shall give prompt written notice to Boldt. However, Subcontractor shall have no responsibility for any such defects, deficiencies or violations to the extent such defects, deficiencies or violations aren't within Subcontractor's Work. The Subcontractor shall not have control over or charge of, acts or omissions of Boldt or of any other persons or entities performing portions of the work.

Section 6.b. Should Subcontractor be obstructed or delayed in the prosecution or completion of its work as a result of unforeseeable causes beyond the control of Subcontractor and not due to its fault or neglect in whole or in part, including but not restricted to acts of God or of the public enemy, acts of the government, fires, floods, epidemics, quarantine regulation, strikes or lockouts, Subcontractor shall notify Boldt in writing within forty-eight (48) hours after the commencement of such delay, stating the cause or causes thereof, or be deemed to have waived any right which Subcontractor may have had to a time extension or additional compensation on account of such delay if such delay has materially prejudiced Boldt or Owner. There shall be no waiver of payment if Boldt knew or should have known that the Subcontractor would reasonably be expected to have a claim for additional time in light of such obstruction or delay. Boldt will transmit to Owner or Owner's representative a request for extension of time stating the cause of delay asserted by Subcontractor, and Subcontractor shall thereupon become entitled to only such extensions of time for completing the work as Owner or Owner's representative may grant, because of such unforeseeable causes. Owner's or its representative's decision on Subcontractor's time extension request shall be final and conclusive upon Subcontractor. If Boldt is not entitled under its agreement with Owner to additional compensation as a result of a delay, then Subcontractor shall have no right to, and waives any claim for, additional compensation as a result of such delay.

Section 6.d. Notwithstanding the foregoing or any terms to the contrary in the General Contract or herein, the Parties agree that Subcontractor makes no warranty or guarantee of any kind, express or implied, with respect to Subcontractor's Services and Subcontractor expressly disclaims the same. Subcontractor shall not be liable or responsible for liquidated damages except to the extent that such damages are caused by Subcontractor's negligent acts, errors, or omissions.

Section 7.a. Boldt shall have the right at any time during the progress of the work to increase or decrease Subcontractor's Work in the Professional Services Agreement. No additions or changes to the work shall be made except upon written ~~order of Boldt~~directive of revision of Boldt, and Boldt shall not be liable to Subcontractor for any extra services furnished without such written order. No officer, employee or agent of Boldt is authorized to direct any extra or changed work by verbal order.

Section 7.b. Subcontractor shall promptly perform changes ordered in writing by Boldt and Subcontractor agrees to provide input accordingly. The Subcontract Amount shall be adjusted in the manner as Boldt and Subcontractor shall mutually agree. A Change Order shall be issued and executed promptly after an agreement is reached between Subcontractor and Boldt. In the event that Boldt and Subcontractor are unable to agree on the proper adjustment to the Subcontract Amount for a change, Subcontractor shall, nevertheless, promptly perform said change and the Subcontract Amount shall be adjusted as follows accordingly.

8. Defective Work and Claims.

Without limiting Boldt's other rights and remedies hereunder, payments otherwise due Subcontractor may be withheld by Boldt on account of defective, incomplete or unapproved work, claims filed, reasonable evidence indicating probability of filing of claims, failure of Subcontractor to make payments properly to its subcontractors or consultants. ~~Subcontractor shall be responsible for all costs incurred by Boldt in rectifying such problems, including attorney's fees and expenses incurred by Boldt. Boldt may offset against any sums due Subcontractor hereunder the amount of any liquidated or unliquidated obligations of Subcontractor to Boldt, whether or not arising out of the Contract Documents.~~

9. Indemnification.

a. To the fullest extent permitted by law, Subcontractor will defend (except as it relates to claims or the portion of claims covered under Subcontractor's specific Professional Liability policy, defense will not be required), indemnify, and hold Boldt, the Owner, Sutter Health, and their respective officers, board members, directors, partners, agents, members, employees, affiliates, parents, and subsidiaries (hereinafter "Indemnitees") harmless from and against any and all Claims, demands, causes of action, damages, costs, expenses (including legal, expert witness, and

~~consulting fees and costs), losses, or liabilities, in law or equity, alleged by any third parties (including Subcontractor's employees) arising out of, or resulting from, actual or alleged negligent acts or omissions in the performance of the Subcontractor's Work by Responsible Persons. "Responsible Persons" shall mean Subcontractor, its sub-subcontractors or suppliers, and their respective officers, directors, employees or agents and anyone for whose acts they may be liable. "Claims" are defined as an unresolved dispute amount of the parties, which may include other parties through joinder, involving monetary or equitable relief that arises out of or relates to the Project, Subcontract Documents, performance of Subcontractor's Work or third-party claims for personal injury or property damage and any other such Claims identified within the General Contract. Despite the above, Subcontractor will not be required to defend, indemnify, and hold harmless the Indemnitees for their active or willful misconduct. The indemnification obligations set forth in this Section will not be limited in any way by the amount or type of damages, compensation, or benefits payable by or for Subcontractor under Workers' Compensation Acts, disability benefit acts, or other employee benefit acts. This indemnity obligation shall survive the making of final payment, the termination of this Professional Services Agreement and the completion of Subcontractor's Work. To the fullest extent permitted by law, the Subcontractor shall indemnify, defend, and hold harmless Boldt and Owner from and against any and all claims, damages, losses, demands, judgments and costs of suit or defense, including attorney's fees and reimburse Owner and Boldt for any expense, damage or liability incurred by Owner or Boldt whether for personal injury, property damage, direct or consequential damage, or economic loss arising or alleged to have arisen as a result of any act or omission of Subcontractor, a sub-subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to any party or person. This indemnity obligation shall include, but not be limited to, claims made, or lawsuits filed by employees of Subcontractor or employees of anyone for whose acts Subcontractor may be liable and claims made or lawsuits filed by employees of Boldt and/or Owner.~~

~~b. The foregoing indemnification does not apply to claims arising out of the sole negligence or willful misconduct of Boldt. Subcontractor further agrees to reimburse Boldt for all costs and expenses, including attorney's fees, incurred to enforce these indemnity obligations. This indemnity obligation shall survive the making of final payment, the termination of this Professional Services Agreement and the completion of Subcontractor's Work.~~
Intentionally Deleted

Section 12.c. Boldt and Subcontractor agree that, notwithstanding the written notice provisions set forth in this Section 12, should unusual circumstances reasonably require Boldt to immediately terminate Subcontractor's right to proceed, then Boldt may concurrently terminate Subcontractor's right to proceed and provide written notice of such termination. ~~All monies expended and all of the costs, losses, damages and extra expenses, including all management, administrative and other direct and indirect expenses (including attorney's fees) incurred by Boldt incident to such remedy or completion, shall be set off and deducted from the Subcontract Amount, and if such expenditures, together with said costs, losses, damages and extra expenses, exceed the unpaid balance of the Subcontract Amount, Subcontractor agrees to pay promptly to Boldt, on demand, the full amount of such excess, including costs of collection, attorney's fees and interest thereon at the maximum legal rate of interest until paid. In the event that Subcontractor's right to proceed has been terminated, Subcontractor agrees that it shall not be entitled to receive any further payment until after the Project has achieved final completion.~~

Section 14.f. Provided Boldt works diligently in good faith to promptly resolve any dispute and makes all undisputed payments, ~~u~~Unless otherwise agreed in writing, Subcontractor shall carry on the work and maintain its progress during any dispute resolution proceeding, and Boldt shall continue to make payments to Subcontractor in accordance with the Contract Documents.

Section 14.g. Except as provided above, ~~The-the~~ existence of a dispute or controversy shall not be grounds for any nonperformance by Subcontractor or limit the right of Boldt to proceed to remedy any default or refusal to perform by Subcontractor.

Certificate Of Completion

Envelope Id: 9CC42D3B18864982B9000E399FADC26A

Status: Completed

Subject: Complete with DocuSign: 104619-0001 HGA Contract.pdf

Source Envelope:

Document Pages: 26

Signatures: 1

Envelope Originator:

Certificate Pages: 4

Initials: 0

Mary Pini

AutoNav: Enabled

2525 N Roemer Road

Envelopeld Stamping: Enabled

PO Box 419

Time Zone: (UTC-06:00) Central Time (US & Canada)

Appleton, WI 54915-0419

mary.pini@boldt.com

IP Address: 216.31.226.182

Record Tracking

Status: Original

Holder: Mary Pini

Location: DocuSign

4/13/2023 6:16:51 PM

mary.pini@boldt.com

Signer Events

Steve Lind

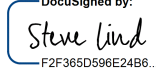
steve.lind@boldt.com

VP/GM

The Boldt Company

Security Level: Email, Account Authentication
(None)**Signature**

DocuSigned by:



F2F365D596E24B6...

Signature Adoption: Pre-selected Style

Using IP Address: 67.188.216.84

Timestamp

Sent: 4/13/2023 6:19:05 PM

Viewed: 4/14/2023 3:29:52 PM

Signed: 4/14/2023 3:30:58 PM

Electronic Record and Signature Disclosure:

Accepted: 4/14/2023 3:29:52 PM

ID: 5dc21776-45c4-4725-a1c3-cb1fe953d649

In Person Signer Events**Signature****Timestamp****Editor Delivery Events****Status****Timestamp****Agent Delivery Events****Status****Timestamp****Intermediary Delivery Events****Status****Timestamp****Certified Delivery Events****Status****Timestamp****Carbon Copy Events****Status****Timestamp****Witness Events****Signature****Timestamp****Notary Events****Signature****Timestamp****Envelope Summary Events****Status****Timestamps**

Envelope Sent

Hashed/Encrypted

4/13/2023 6:19:05 PM

Certified Delivered

Security Checked

4/14/2023 3:29:52 PM

Signing Complete

Security Checked

4/14/2023 3:30:58 PM

Completed

Security Checked

4/14/2023 3:30:58 PM

Payment Events**Status****Timestamps****Electronic Record and Signature Disclosure**

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, The Boldt Company (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact The Boldt Company:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: hrrservicecenter@boldt.com

To advise The Boldt Company of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at hrrservicecenter@boldt.com and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from The Boldt Company

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to hrrservicecenter@boldt.com and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with The Boldt Company

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to hrrservicecenter@boldt.com and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify The Boldt Company as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by The Boldt Company during the course of your relationship with The Boldt Company.

June 27, 2023

HGA
SDS 12-1861
PO Box 86
Minneapolis, MN 55486-1861

RE: Project: 104619 / Seneca Replacement Hospital
Seneca Healthcare District
130 Brentwood Dr

Chester, CA 96020

Attached are the contract documents for the Project described above. Please sign and return one (1) unmodified and executed copy of the contract documents to:

Sender email here - adminsacramento@boldt.com
Original is not required when emailed.

A fully executed copy will be returned to you once it has been signed by The Boldt Company.

SUBCONTRACT REVISION

TO: HGA (the "Seller")
 SDS 12-1861
 PO Box 86
 Minneapolis, MN 55486-1861

THIS SUBCONTRACT REVISION NO.: 001

DATE OF SUBCONTRACT REVISION: 06/27/2023

PROJECT NAME:: Seneca Replacement Hospital

ATTN: Kyle Weisman

under a Subcontract with The Boldt Company ("Boldt") dated. 04/06/2023

Subcontractor is authorized and directed to make the following change(s) in accordance with terms and conditions of the Subcontract identified above:

T&C Revision, Funds Transfer for Mark III Design Assist Contract

LS	T&C Revision	104619-001-011521	\$ 0
LS	Budget transfer funds from HGA to Mark III	104619-001-011521	\$ -39845

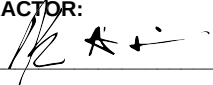
SOV Total:	\$ -39,845.00
SOV Vendor Tax Total:	0.00
Grand Total:	-39,845.00

Original Subcontract Amount	\$2,818,547.00
Sum of Previous Revisions	\$0.00
This Subcontract Revision	\$-39,845.00
Revised Subcontract Amount	2,778,702.00

Previous Revisions to date 001 through 001

Subcontractor's acceptance of this Subcontract Revision changes the Subcontract. If any of the terms and conditions of the Subcontract are modified by this Subcontract Revision, only the sections, subsections, and/or exhibits specifically set forth above are modified by this Subcontract Revision; all other sections, subsections and/or exhibits as set forth in the Subcontract remain in full force and effect without modification or alteration. Except as expressly set forth in this Subcontract Revision, these change(s) will be performed subject to all the terms and conditions in the Subcontract, as fully as if those terms and conditions were repeated in this Subcontract Revision. The adjustment, if any, to the Subcontract shall constitute a full and final settlement of any and all claims Subcontractor has arising out of the revision of the Subcontractor's Work, including claims for loss of productivity, consequential damages, acceleration costs, impact damages, delay costs and inefficiency costs, and for any extension of the Subcontract Time.

SUBCONTRACTOR:

Signature: 
 Name and Title: Kyle Weisman, Vice President | Principal
 Date: 6/28/2023

THE BOLDT COMPANY:

Signature: _____
 Name and Title: _____
 Date: _____

Exhibit B
Added Work

A. Various Design Phase items

1. Central Sterile Processing – Provide revisions due to Owner request for 2nd sterilizer. Equipment selection provided in Construction Documents phase. Redesign services are required.
2. Humidifiers for Owner provided equipment manufacturer requirements (general radiology and ultrasound). Equipment selection provided in Construction Documents phase. Redesign services are required.
3. Towel heaters for SNF bathing rooms. Feature selection during Construction Documents phase.
4. Late addition of water softening system. Feature selection during Construction Documents phase.
5. Increased effort associated with medical equipment anchorage to account for timing and lack of completeness of information provided relative to Increment 3 HCAI submission. KPFF design response to delayed imaging equipment selection/information.
6. Increased number of meetings required with medical equipment planning team to clarify information needed and previously provided. KPFF design response to protracted imaging equipment selection coordination

- B.** Due to the Assignment of the Contract from The Boldt Company, the Architect will retain the services of The Engineering Enterprise (TEE) to Replace the Electrical Engineer of Record.
- C.** Review, check validity and respond to commissioning comments in the completed BlueBeam session. Prepare bid narratives of our document changes and incorporate drawing changes for HCAI.
- D.** Provide Construction Administration per original proposal based on a twenty (20) month construction schedule and monthly site visits.
 - 1. Respond to General Contractor RFI's.
 - 2. Issue Architectural Supplemental Information, clarifications, bulletins, or other post- approval documents.
 - 3. Review or take other appropriate action upon the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents.
 - 4. Visit the site up to twenty (20) times to keep the Owner informed about the progress and quality of the Work completed, and to determine in general if the Work is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. Additional site visits will be compensated as an Additional Service.
 - 5. Attend up to eighty (80) Online meetings with Contractor, and Owner to review status of Project.
 - 6. Attend up to two (2) punch walk at substantial completion and provide a written punch list of items requiring correction.
 - 7. Assist Owner in project closeout documentation.
 - 8. HGA shall not have control over or charge of and shall not be responsible for construction means, methods, techniques, sequences of procedures, or for safety precautions and programs in connection with the Work, since these are solely the Contractor's responsibility. HGA shall not be responsible for the Contractor's schedule or failure to carry out the Work in accordance with the Contract Documents. HGA shall not have control over or charge of acts or omissions of the Contractor, Subcontractor, or their agents or employees, or any other persons performing portions of the Work.

A. <u>Additional Increment 3 Work</u>			
HGA	\$ 26,675		
KPFF	\$ 7,000		
Total 1A			<u>\$ 33,675</u>
B. <u>Switch to Design-Bid-Build Electrical Redesign</u>			
HGA	\$ 30,000		
The Engineering Enterprise	\$378,000		
Total 1B			<u>\$ 408,000</u>
C. <u>Commissioning Comments</u>			
HGA	\$ 20,000		
Total 1C			<u>\$ 20,000</u>
D. <u>Authorization for Original CA Fee</u> <u>(20 Month Construction Schedule)</u>			
HGA	\$ 764,250		
NorthStar	\$ 28,750		
Brian Firth	\$ 8,000		
Rippe	\$ 14,500		
ACE	\$ 7,500		
SGH	\$ 102,500		
KPFF	\$ 99,500		
Total 1D			<u>\$1,025,000</u>