

ADDENDUM NO. 1

RFP– Design-Build – ESUHSD: Education Center
Project # F26-066-001/F35-066-001
EC Adult Transition Program North
RFP- 15-17-18

1. GENERAL

This document includes requirements that clarify or supersede portions of the bid and/or contract requirements for the project. This Addendum is a Contract Document.

2. SUMMARY

The following changes, additions and deletions shall be made to the following document(s); all other conditions shall remain the same.

1. Link to google drive Addendum No.01
https://drive.google.com/open?id=1z1VdN3BcrX1Vk2UAYn79L_OHCePV6J47
2. Remove and replace in its entirety the following sections: Document 00 11 13, Document 00 11 19, Document 01 10 01, Document 01 32 16, Document 01 78 39.
3. Add the following bridging documents: ATP Plan View, ATP Site Plan, Physical Characteristics Proposed, EC Asbuilts and Topographical Survey/Underground Utilities Survey (see Google Drive Link)

END OF DOCUMENT

NOTICE TO PREQUALIFIED DESIGN-BUILD ENTITIES

NOTICE IS HEREBY GIVEN that the East Side Union High School District (“**District**”) of Santa Clara County, California, acting through its Governing Board, hereinafter referred to as the District, will accept Proposals for the award of the contract for the following public work:

**EC Adult Transition Program North
RFP-15-17-18**

Each Proposal must conform to and be responsive to the contract documents and be submitted on a form furnished by the District. Proposals can only be submitted by those Design-Build Entities who have been prequalified to submit Proposals for this Project:

- Rodan Builders Inc / SVA Architects
- Swenson & Associates / AEDIS Architects

The pre-qualified alternate Design Build Entities for this project, who will be invited to submit proposals in the event one of the teams listed above is not able to participate, are:

- N/A

Design-Build Entities are hereby notified that these firms participated in development of the Criteria Documents, and are thereby precluded from participation on design-build teams per Education Code 17250:

- N/A

DESCRIPTION OF THE WORK: The work generally consists of a new classroom building and parking lot for the Adult Transition Program at the ESUHSU Education Center. Contract Documents contain the full description of the Work.

PROPOSALS DUE:

Proposals will be received by Capital Purchasing Office of the East Side Union High School District at their office located at 830 N. Capitol Ave., San Jose, CA 95133 **no later than 4:00 p.m. on Monday May 14, 2018.**

Proposals must be submitted as two (2) hard copies and one (1) soft copy on a CD or flash drive. The main contact for this project is Tu Nguyen, Capital Purchasing with ESUHSU, nguyen.tu@esuhsd.org, with cc: Jeremy Bright with ESUHSU; brightj@esuhsd.org

FURNISHING OF ELECTRONIC CERTIFIED PAYROLL RECORDS TO LABOR COMMISSIONER:

- This Project is subject to labor compliance monitoring and enforcement by the Department of Industrial Relations pursuant to Labor Code section 1771.4 and subject to the requirements of Title 8 of the California Code of Regulations. The Contractor and all Subcontractors under the Contractor shall furnish electronic certified payroll records directly to the Labor Commissioner weekly and within ten (10) days of any request by the District or the Labor Commissioner. The successful Bidder shall comply with all requirements of Division 2, Part 7, Chapter 1, Articles 1-5 of the Labor Code.

THIS IS A LABOR AGREEMENT PROJECT: This project is subject to the terms of the Project Labor Agreement (PLA) Executed between the East Side Union High School District and the Santa Clara County Building and Trades Council, and a copy can be found on the District website at <http://www.esuhsd.org/Community/Purchasing/Capital-Purchasing/Project-Labor-Agreement/index.html>
For questions or assistance concerning the Project Labor Agreement, contact Matthew Moynihan with Employers

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Advocate at (925) 930-0014, mmoynihan@eainc.com or Joseph Sanchez with the Building Trades Council at 408-265-7643, joseph@sscbtc.org

PREVAILING WAGE: The successful Design-Build Entity shall be required to pay its workers on this project a sum not less than the general prevailing wage rate of per diem wages and not less than the general prevailing rate for holiday and overtime work for work of a similar character in the locality in which the project is performed as provided under California Labor Code section 1770 et sec. The District has determined the prevailing rate of per diem wages and the general prevailing rate for holidays and overtime work in the locality in which this project is to be performed for each craft, classification or type of work needed to execute the work.

Design-Build Entity shall be required to post, at each job site, a copy of such prevailing rate of per diem wages as determined by the Director of the California Department of Industrial Relations.

LABOR CODE SECTION 1771.1 (a): A contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in this chapter, unless currently registered and qualified to perform public work pursuant to Section 1725.5. It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded.

DVBE: The successful Design-Build Entity will be required to either meet the DVBE goal of three percent (3%) participation or demonstrate its good faith effort to solicit DVBE participation in this Contract if it is awarded the contract for the Work.

SUBSTITUTION OF SECURITIES: District will permit successful Design-Build Entity to substitute securities for retention monies withheld to ensure performance of Contract, as set forth in Document 00 43 45 (Escrow Agreement for Security Deposits in Lieu of Retention), in accordance with California Public Contract Code, Section 22300. By this reference, Document 00 43 45 (Escrow Agreement for Security Deposits in Lieu of Retention) is incorporated in full in this Document 00 11 13.

RESTRICTIONS ON SUBSTITUTIONS AND SOLE SOURCE ITEMS: As a limitation on Design-Build Entity's privilege to substitute "or equal" items, District has found that certain items are designated as District standards and certain items are designated to match existing items in use on a particular public improvement either completed or in the course of completion or are available from one source. As to such items, District will not permit substitution. Such items are described in the Contract Documents.

PROCUREMENT OF CONTRACT DOCUMENTS: Contract Documents may be obtained at the following link: <http://www.esuhdsd.org/Community/Purchasing/Capital-Purchasing/Current-RFQ-RFP-BIDS/index.html>

TWO (2) MANDATORY PRE-PROPOSAL CONFIDENTIAL MEETINGS: Two confidential meetings with the District will be required.

The Board reserves the right to reject any and all Proposal and/or waive any irregularity in any Proposal received. If the District awards the Contract, the security of unsuccessful Design-Build Entity(s) shall be returned within ninety (90) calendar days from the time the award is made. Unless otherwise required by law, no Design-Build Entity may withdraw its Proposal for ninety (90) calendar days after the date of the bid opening.

The District elects to implement an Owner Controlled Insurance Program (OCIP) on this Project. This program would provide Workers' Compensation, General/Excess Liability, and under certain conditions, Builders' Risk

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insurance coverage for all contractors and their sub-contractors of all tiers on the project. All bidders must meet certain minimum qualifications for enrollment in the OCIP, as more fully described in Section 00 73 16.13 of the Contract Documents, entitled Owner Controlled Insurance Program Insurance Requirements. If the Bidder fails to meet the minimum qualifications for enrollment in the OCIP, the District may deem the bid non-responsive. In certain projects, if further described in the Instructions to Bidders and Document 00 73 16.13, Pollution Liability coverage may also be available under the OCIP.

The East Side Union High School District is an equal opportunity employer.

END OF DOCUMENT

REQUEST FOR PROPOSAL

The East Side Union High School District ("District"), will receive competitive sealed Proposals from Design-Build Entities for the following public work:

EC Adult Transition Program North

1. **RECEIPT OF PROPOSALS.** District will receive sealed Proposals in the Capital Purchasing Department at District's Office, 830 North Capitol Avenue, San Jose, California. **Proposals shall be due by 4:00 p.m. May 14, 2018**, as determined by time and date stamp clock at the District's Capital Purchasing Department. Proposals must be submitted as two (2) hard copies and one (1) soft copy on a CD or flash drive. All Proposals will be time-stamped to reflect their submittal time. District will reject all Proposals received after the specified time and will return such Proposals to Design-Build Entities unopened. Design-Build Entities must submit Proposals in accordance with this Document 00 11 19.
2. **CONTACT INFORMATION.**

Mailing and street address of District's main office:

East Side Union High School District
Capital Purchasing Department
830 North Capitol Avenue
San Jose, CA 95133
3. **AVAILABILITY OF CONTRACT DOCUMENTS.** Proposal and Contract Documents are available to Prequalified Design-Build Entities at <http://www.esuhd.org/Community/Purchasing/Capital-Purchasing/Current-RFQ-RFP-BIDS/index.html>
4. **DETERMINATION OF BEST VALUE.** If the Contract is to be awarded, District will award the Contract to the responsive Design-Build Entity whose Proposal is determined in writing to provide the Best Value to the District. District shall provide its written decision and award within **ninety (90)** calendar days of Proposal submission. District's written decision shall support the award of the Contract by stating in detail the basis of the award. District will deliver Document 00 51 00 Notice of Award as provided herein. If awarded, the qualifying Design-Build Entity with the most points will be awarded the Contract as provided in this Document 00 11 19 (Request for Proposal).
5. **SCOPE AND NEEDS OF THE PROJECT.** The District is inviting Design-Build Proposals from prequalified Design-Build Entities for this Project. The scope of work is described in 01 10 00 Summary of Work, as well as the Reference Construction Documents. The stipulated budget amount for this project is **\$5,000,000**.
6. **REQUIRED DESIGN-BUILD ENTITY CERTIFICATIONS.** Design-Build Entities must submit with their Proposals Document 00 45 00 (Design-Build Entity Certifications). District will reject as non-responsive any Proposal submitted without the Design-Build Entity Certifications.
7. **UPDATING INFORMATION SUBMITTED IN PREQUALIFICATION PROCESS.** As indicated in Document 00 45 00 (Design-Build Entity Certifications), each Design-Build Entity shall either (a) certify that all information it submitted to District in connection with the Prequalification process, and any modifications, amendments or supplements thereto remains true and correct in all respects as of the date of submitting Proposals, or (b) if there have been any changes, that such changes are reflected on Appendix 1 - Acceptable Safety Record and/or on Appendix 2 – Design-Build Entity Material Changes List, submitted as provided in Document 00 45 00.

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8. **REQUIRED SECURITY.** Design-Build Entities must submit with their Proposals cash, a certified check or cashier's check from a responsible bank in the United States, or a corporate surety bond furnished by a surety authorized to do surety business in the State of California, of not less than ten percent of the amount specified in Document 00 41 00 (Proposal Form), paragraph 13, payable to "East Side Union High School District". District will provide the required form of corporate surety bond, Document 00 43 13 (Bond Accompanying Proposal). District will reject as non-responsive any Proposal submitted without the necessary Proposal security. District may retain all Proposal securities and Proposal bonds until the later of 90 days after Proposal opening and execution of the Contract and deposit of all necessary bonds and other items, at which time District shall return the Proposal securities and Proposal bonds of any non-defaulting Proposer.
9. **REQUIRED NON-COLLUSION DECLARATION.** Design-Build Entities must submit with their Proposals Document 00 45 19 (Non-Collusion Declaration). District may reject as non-responsive any Proposal submitted without the Non-collusion Declaration. No Design-Build Entity may make or file or be interested in more than one Proposal for the same supplies, services or both.
10. **PRE-PROPOSAL CONFIDENTIAL MEETINGS AND SITE VISIT.** District will be available for two confidential meetings, of no more than two hours each, with each Design-Build Entity during the Proposal development period. These meetings are confidential, and are required. Each DBE shall coordinate the dates and times of their confidential meetings. DBEs are highly encouraged to get these meetings calendared as soon as possible, to ensure availability of District staff.

Confidential meetings and site visits are mandatory and should be arranged through Tu Nguyen at nguyen.tu@esuhsd.org, 408.347.5040. Visits to site must be arranged through Jeremy Bright – Project Manager, bright@esuhsd.org. DBE's should not visit site without prior arrangements. Every attempt will be made to preserve the confidentiality of each Design-Build Entity's Proposal, along with any competitive advantage(s) associated therewith. However, the District will transmit to all competing Design-Build Entities any Addenda as District in its discretion considers necessary in response to questions arising at these confidential meetings. Design-Build Entities shall not rely upon oral statements; nor shall oral statements be legally binding.
11. **OTHER REQUIREMENTS PRIOR TO PROPOSING.** Submission of a Proposal signifies the Design-Build Entity's careful examination of Proposal Documents and complete understanding of the nature, extent and location of Work to be performed. Design-Build Entities must complete the tasks listed in Document 00 52 00 (Agreement for Design-Build Services), Article 5, as a condition to submitting a Proposal, and submission of Proposal shall constitute the Design-Build Entity's express representation to District that Design-Build Entity has fully completed these tasks.
12. **EXISTING CONDITIONS AND RELATED DATA.** Design-Build Entities may examine any available existing conditions information by giving District reasonable advance notice. Document 00 31 19 (Geotechnical Data, Reference Documents and Existing Conditions) applies to all supplied existing drawings and geotechnical reports, and all other information supplied regarding existing conditions above ground or below ground. Document 00 21 26 (Hazardous Materials Surveys) applies to all supplied existing drawings, reports, surveys, and all other information supplied regarding existing Hazardous Materials conditions relating to the Project.
13. The District has elected to provide an owner-controlled or wrap-up insurance program ("OCIP"). The policy limits, known exclusions, and the length of time the policy is intended to remain in effect provided by the OCIP are described in the OCIP Manual. The District will require all bidders at a minimum to have no serious and willful violations of Labor Code section 6300 et seq., have a workers' compensation experience modification factor of 1.00 or less, and have an injury prevention program instituted pursuant to Labor Code sections 3201.5 or 6401.7

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14. **ADDENDA.** Design-Build Entities must direct to District all questions about the meaning or intent of the Request for Proposal Documents. Design-Build Entities must submit their questions in writing to Tu Nguyen at nguyen.tu@esuhsd.org with a copy to Jeremy Bright at brightj@esuhsd.org. All Requests for Information must be submitted by **May 07, 2018 at 4:00 p.m.** District will issue by formal written Addenda interpretations or clarifications it considers necessary in response to such questions. All necessary Addenda will be issued via email to all Design-Build Entities by **May 09, 2018 before 4:00 p.m.** Only questions answered by formal written Addenda shall be binding. Oral and other interpretations or clarifications will be without legal effect.
- If District deems advisable, District may also issue Addenda to modify the Request for Proposal Documents.
 - Addenda shall be acknowledged in Proposal Form by number and shall be part of the Contract Documents. Design-Build Entities may obtain a complete listing of Addenda from District.
14. **SUBSTITUTIONS.** Design-Build Entities must base their Proposals on products and systems specified in the Contract Documents and Criteria Documents or listed by name in Addenda.
- Design-Build Entities may submit requests for substitutions no later than 14 days before Proposal due date. District reserves the right not to act upon submittals of substitutions until after Proposal submission. Submittals of substitutions shall contain sufficient information, as set forth in Document 00 73 00 (Special Conditions) and Document 01 60 00 (Product Requirements), to assess acceptability of product or system. Insufficient information shall be grounds for rejection of substitution.
 - Addenda shall list substitutions, if any, approved prior to due date for Proposals.
 - Design-Build Entities may submit requests for substitution after the date indicated above in accordance with requirements specified in Document 00 71 00 (General Conditions) and Document 01 60 00 (Product Requirements). District may consider specifications final upon Contract award, however, and will consider substitutions following award in its sole discretion.
15. **WAGE RATES.** Design-Build Entities are required to comply with all applicable prevailing wage requirements and/or regulations. The District shall not pay any wages that exceed prevailing wages. Copies of the general prevailing rates of per diem wages for each craft, classification, or type of worker needed to execute the Contract, as determined by Director of the State of California Department of Industrial Relations, are on file at District's main office and are deemed included in the Proposal Documents. Upon request, District will make available copies to any interested party. State prevailing wage requirements are published by the Director of the State of California Department of Industrial Relations and can be found online at www.dir.ca.gov/.
16. **EQUAL EMPLOYMENT OPPORTUNITY.** Design-Build Entity shall comply with all applicable federal, state, and local laws, rules, and regulations in regard to nondiscrimination in employment because of race, color, ancestry, national origin, religion, sex, marital status, age, medical conditions, disability, or any other reason.
17. **PROJECT LABOR AGREEMENT.** The East Side Union High School District Board of Trustees has executed a Project Labor Agreement for this Project. All Design-Build Entities must comply with the requirements of this Agreement. Take special note of Appendix B, which outlines requirements regarding participation in the District's Construction Technology Academy which inspires young adults to achieve success. This will be used as a portion of the evaluation of the Design Build entity in the Project Management plan below. For questions or assistance concerning the Project Labor Agreement, contact Matthew Moynihan with Employers Advocate at (925) 930-0014, mmoynihan@eainc.com or Joseph Sanchez with the Building Trades Council at 408-265-7643, joseph@sscbtc.org

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18. **OWNERSHIP OF DOCUMENTS.** All materials, including copyrights for original design work, submitted by Design-Build Entities in response to this Request for Proposal shall become the property of the District.
19. **PROPOSAL SUBMISSION.** Each Design-Build Entity shall submit its Proposal to the District at the address indicated in Paragraph 2. Each Design-Build Entity shall submit two (2) original set and one electronic set (formatted as .pdf files) as a CD or flash drive of the following items specifically tailored to the Project.
- a. The Proposal must contain the following, fully completed (and where applicable, executed) documents:
- 1) Document 00 41 00 (Proposal Form); Appendix 1: Life Cycle Cost Analysis; Appendix 2: Design Build Project Cost Breakdown
 - 2) Document 00 43 13 (Bond Accompanying Proposal)
 - 3) Document 00 43 33 (Schedule of Major Equipment and Materials), which is a listing of major equipment and materials the Design-Build Entity will include in the Project.
 - 4) Document 00 43 36 (Designated Subcontractors List) with the understanding that this list will be bound by the provisions of California Education Code Section 17250.10-17250.50.
 - 5) Document 00 45 00 (Design-Build Entity Certifications), signed and completed (and including any attachments) as indicated therein.
 - 6) Document 00 45 19 (Non-Collusion Declaration), subscribed and sworn before a notary public.
 - 7) Document 00 73 06 Supplemental General Conditions Design Standards Checklist
 - 8) Outline Specifications for CSI Divisions 2-60. All products and systems the Design-Build Entity intends to include in the Project should be listed in the Outline. The Outline Specifications provided by the Design-Build Entity may indicate, by reference to a specific section of the District's Design Standards and Construction Specifications, the intent to comply with those documents. The intent of this requirement is to clearly identify all products and systems that are part of the Proposal.
 - 9) A narrative report by each design discipline describing its proposed design philosophy with a description of, and the rationale for, the proposed architectural, structural, mechanical, electrical, geotechnical, tele/data, electronics and security systems, types of equipment, materials, finishes, site development, landscaping, food service, etc. The rationale shall include initial costs, lifecycle costs, and life expectancy and maintenance considerations. Clearly indicate when a proposed design solution, product or system has been in service fewer than ten (10) years, and if the design solution, product or system has never been approved by the permitting authority (ies).
 - 10) Initial Design/Construction Schedule, including key milestones such as, but not limited to: (i) completion of each phase of design services (see Section 01 10 01 Summary of Work – Programming and Design Services), (ii) approvals of District, (iii) approvals of Division of State Architect (“DSA”) and other applicable governmental entities, (iv) the start of each phase and of each building(s) and areas of construction, (v) substantial completion of each and of each building(s) and areas and phase of construction, (vi) final completion, (vii) DSA closeout.

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- 11) Preliminary construction logistics plan indicating locations proposed for trailers, fences, materials storage areas, etc. Show progressive phases of the construction logistics plan. Include staff and student circulation.
- 12) Proposed staffing plan for the Project, including resumes, for at least the following proposed key personnel: Project Manager; Design Manager; Designers, Architects and Engineers; Construction Superintendent; Scheduler; Cost Estimator. If this information has been provided in the Prequalification Application, the resumes do not need to be duplicated.
- 13) Information to facilitate the District's analysis of the Project's life-cycle costs over twenty-five (25) years. Design-Build Entity shall complete Appendix 1 to 00 41 00 Proposal Form – Life Cycle Cost Analysis Data and submit it with its Proposal.
- 14) The District is interested in getting an enhanced sense of the EC Adult Transition Program New Building and Parking Lot, in context. Design-Build Entity must provide in electronic format the following:
 - a) Site Plan – showing overall layout and how the EC Adult Transition Program building and parking lot will relate to the existing campus.
 - b) Landscape/hardscape plan showing how the project will relate to the existing campus. Include proposed early landscaping concepts.
 - c) Two perspective drawings – DBE to provide renderings of the best representation of the EC Adult Transition Program building and parking lot.
 - d) Exterior Elevation - of all sides of the EC Adult Transition Program building and parking lot, drawn to sufficient detail to communicate the design solution.
 - e) Floor Plan - showing furnishings and equipment, of the EC Adult Transition Program building and parking lot, drawn to scale and to sufficient detail to communicate the design solution.
 - f) Floor Plans for the kitchen and serving areas, drawn to sufficient detail to communicate the design solution
 - g) Building Section(s) - drawn to sufficient detail to communicate the design solution.
 - h) Mechanical zoning plan
 - i) Digital 3-D model rendered fly through video showing the exterior and interiors of the building to convey sufficient detail to communicate the design solution.
- 15) Design-Build Entities shall submit their Proposals and all deliverables in a manner that is structured to permit easy and definitive evaluation of each Factor identified in paragraph 22 below, Evaluation Factors.

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- 16) Proposals shall be deemed to include any written responses of a Design-Build Entity to any questions or requests for information of District made as part of the Proposal evaluation process after submission of the Proposal.

21. PROPOSAL RECEIPT AND EVALUATION

- a. District shall date and time stamp Proposals on receipt. Proposals will not be opened publicly, but may become public as described in Paragraph 29 below.
- b. District will open the Proposals, and perform a preliminary review to identify any patently defective Proposals. District action on defective Proposals may include refusal to evaluate such Proposals and elimination of Design-Build Entities submitting such Proposals from the evaluation process. District reserves all rights to take any action consistent with the requirements of this Document 00 11 19 (Request for Proposal), including, without limitation, requesting additional information after receipt and opening of Proposals and waiving any inconsequential defects.
- c. All Proposals from Design-Build Entities that remain after the preliminary review shall be evaluated by the District Review Panel, which will be comprised of individuals selected by the District. The Review Panel(s) will review the Proposals and award points using the methodology described in this Document 00 11 19.
- d. The Design-Build Entity may be asked to meet with the District review panel. The purpose of the meeting, if requested, is to introduce new/added Design-Build team members, and to provide clarification to the District as needed on the Proposals. In evaluating Proposals, District will consider the information provided in the Design-Build Entity's Proposal, the Design-Build Entity's compliance with the prescribed requirements, and such other data as may be requested in this Document 00 11 19 (Request for Proposal), Design-Build Entity's post-proposal meeting, or any other items provided prior to the Notice of Award. District's evaluation of Proposals will follow the methodology described in Paragraph 22 Evaluation Factors.
- e. District may conduct such investigations as District deems necessary to assist in the evaluation of any Proposal and to establish the Design-Build Entity's responsibility, qualifications and financial ability, proposed subcontractors, suppliers and other persons and organizations to perform and furnish the Work in accordance with the Contract Documents and Design-Build Entity's proposed price to District's satisfaction within the prescribed time. District shall have the right to communicate directly with Design-Build Entity's Surety regarding Design-Build Entity's bonds.
- f. District will resolve discrepancies between (1) indicated sum of any column of figures and the correct sum thereof in favor of the correct sum and (2) written words and figures, or words and numerals, in favor of the words.
- g. Following the scoring of each Design-Build Entity's Proposal, at which time the Design-Build Entity whose Proposal is deemed most responsive to this Request for Proposal is determined, and pursuant to Education Code 17250.25(a)(2)(v), the District reserves the right to hold discussions or negotiations with that Design-Build Entity for the purpose of receiving clarification and/or modification to the Proposal, in order to achieve a resulting Best and Final Proposal that can be recommended to the Board of Trustees for contract award.

22. EVALUATION FACTORS

- a. If the Contract is to be awarded, District will award the Contract to the responsive Design-Build Entity whose Proposal is determined to provide the Best Value to the District. District shall provide its written

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decision and Notice of Award within **90 days** of receipt of Proposals. District's written decision shall support the Award of the Contract by stating in detail the basis of the Award. District will deliver Document 00 51 00 (Notice of Award) as provided herein. Best Value will be assigned to the Proposal that scores the greatest number of points in accordance with the methodology described herein.

- b. The District will evaluate each Proposal based upon the following factors, with the maximum number of points allocated to each factor as indicated in the Points Matrix below.

FACTORS	Maximum Points
1. Price	20
2. Technical Expertise	10
3. Life Cycle Costs over 25 Years	10
4. Schedule	10
5. Architectural Aesthetics and Design Innovation	20
6. Project Management Plan	10
7. Program Requirements	20

TOTAL (Maximum) 100 points

c. Evaluation Factor Description

- 1) **Price.** Each Design-Build Entity that agrees, in Document 00 41 00 Proposal Form, to design and construct the Project as described in the Reference Construction Documents, and satisfy all other Design-Build Entity obligations under the Contract Documents, for the Budget Amount shall receive a maximum number of twenty (20) points under this paragraph. The District is not interested in identifying the Design-Build Entity with the lowest price, but rather intends to identify the Design-Build Entity whose Proposal offer the best value for the Budget Amount. An additional maximum of two (2) points can be achieved from the value offered in voluntary alternates included in the Design-Build Entity's Proposal. In the event of a tie for any rank, the tied Proposals will each receive the highest score they otherwise would have received in the absence of the other Proposal. This is to ensure that no Design-Build Entity is prejudiced by a tie.
- 2) **Technical Expertise.** The Design-Build Entity whose team as described is determined by District to be the most qualified, when compared with the other Design-Build Entities, shall receive the maximum score of ten (10) points under this paragraph. Design-Build Entities judged to have lesser technical expertise will be assigned a score of less than ten (10) points, in descending order of their perceived Technical Expertise as judged by the District. In the event of a tie for any rank, the tied Proposals will each receive the highest score they otherwise would have received in the absence of the other Proposal. This is to ensure that no Design-Build Entity is prejudiced by a tie.
- 3) **Life Cycle Costs over Twenty-five (25) Years.** The District is interested in constructing new facilities whose sustainable design results in a low life cycle cost as calculated over a twenty-five (25) year period. As such, the District will estimate the likely life cycle costs over twenty-five (25) years associated with each Proposal; the calculations will include the first cost of the project, operating costs, and replacement costs of any systems/components whose service lives do not exceed twenty-five (25) years. The Proposals will be ranked First, Second, or Third – with the rank of First assigned to the Proposal deemed to have the least expensive life cycle costs over twenty-five (25) years; the rank of Second assigned to the Proposal deemed to have the next least expensive life cycle costs; and Third assigned to the Proposal deemed to have the most expensive life cycle costs. The Design-Build Entity whose Proposal is ranked First will be awarded the maximum score

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of ten (10) points under this paragraph. The Proposals ranking second and third will receive a lesser score. In the event of a tie for any rank, the tied Proposals will each receive the highest score they otherwise would have received in the absence of the other Proposal. This is to ensure that no Design-Build Entity is prejudiced by a tie.

- 4) **Schedule.** The District is open to creative scheduling that will reduce the overall length of time of construction, as well as minimize the impact on the site as a whole. The District will evaluate each Proposal and will assign a numerical score to each Proposal ranging from zero (0) to ten (10) points. The goal for the Design-Build Entity is to complete the entire project in the least amount of time and cost while maintaining school operations. In the event of a tie for any rank, the tied Proposals will each receive the highest score they otherwise would have received in the absence of the other Proposal. This is to ensure that no Design-Build Entity is prejudiced by a tie.
- 5) **Architectural Aesthetics and Design Innovation.** The District will evaluate and judge the quality of the design solutions proposed by each Design-Build Entity, as well as the level of innovation reflected in each Design-Build Entity's design solution, and its overall approach to constructing the Project. District will award points ranging from zero (0) to twenty (20) to each Proposal in accordance with the District's judgment of the level of architectural aesthetics and design innovation reflected in each Proposal. The term "architectural aesthetics" shall broadly encompass the totality of a Design-Build Entity's proposed design philosophy and solutions, including the quality and responsiveness of any Plans, Sections, Renderings, Outline Specifications or similar Design Documents submitted with the Proposal. The term "innovation" shall refer broadly to the elements of a Proposal in which a Design-Build Entity proposes to employ novel (yet reliable) or otherwise innovative design solutions; as well as creative construction processes or materials; advanced technologies; and clean, efficient and sustainable materials, methods, processes, and systems. A material, process, or system is not necessarily "innovative" under this paragraph merely because it is new or recently developed. An "innovative" material, process, or system should be provably superior to available alternatives because it surpasses the alternatives with regard to efficiency, sustainability, safety, cost savings, or other relevant factors that would tangibly benefit the District. In the event of a tie for any rank, the tied Proposals will each receive the highest score they otherwise would have received in the absence of the other Proposal. This is to ensure that no Design-Build Entity is prejudiced by a tie.
- 6) **Project Management Plan.** The District will award up to ten (10) points to Proposals that evidence superiority in the Design-Build Entity's proposed: logistics plan, quality assurance/quality control plan, structure of organizational chart, knowledge/skill/ability/experience of key personnel, Owner/Design-Build Entity interaction strategies, and other aspects of project management. The East Side Union High School District Board of Trustees has executed a Project labor Agreement (PLA) for this project. Within the PLA, take special note of Appendix B, which outlines requirements regarding participation in the District's Construction Technology Academy, which inspires young adults to achieve success. Design-Build Entity's Project Management Plan will also be reviewed for inclusion of the District's Construction Technology Academy. The Proposals will be ranked First, Second, or Third. The Design-Build Entity whose Proposal is ranked First will be awarded the maximum score of ten (10) points under this paragraph. The Proposals ranking second or third will receive lesser scores. In the event of a tie for any rank, the tied Proposals will each receive the highest score they otherwise would have received in the absence of the other Proposal. This is to ensure that no Design-Build Entity is prejudiced by a tie.
- 7) **Program Requirements.** The District has established Program Requirements relating to this Project. These Program Requirements have been communicated to the Design-Build Entities in the form of Volume 2: Criteria Documents, Document 00 11 19 (Request for Proposal), Document 01

REQUEST FOR PROPOSAL

10 00 (Summary of Work), Document 01 10 00 (Summary of Work – Programming and Design Services), and Document 00 73 06 Supplemental General Conditions: ESUHSD Design Standards. The District will evaluate each Proposal in light of these Program Requirements, and will assign a numerical score to each Proposal ranging from zero (0) to twenty (20) points in accordance with each Proposal's responsiveness to these Program Requirements. In the event of a tie for any rank, the tied Proposals will each receive the highest score they otherwise would have received in the absence of the other Proposal. This is to ensure that no Design-Build Entity is prejudiced by a tie.

- d. Tie Breaker. In the event of a tie in the total number of points awarded to Design-Build Entities, the Proposal that, in the District's sole discretion, is determined to provide a superior design and construction solution with regard to sustainability, efficiency, and environmentally-friendly materials, systems and processes as compared to the other Proposal(s) receiving a tied score, shall be considered to provide the Best Value to the District.
23. **RIGHT TO REJECT PROPOSALS.** District may reject any and all Proposals and waive any informalities or minor irregularities in the Proposals at its sole discretion. District also reserves the right, in its discretion, to reject any or all Proposals and to re-issue a new Request for Proposal for the Project. District reserves the right to reject any or all nonconforming, non-responsive, unbalanced or conditional Proposals, request other Proposals and to reject the Proposal of any Design-Build Entity if District believes that it would not be in the best interest of the District to make an award to that Design-Build Entity, whether because the Proposal is not responsive or the Design-Build Entity is unqualified or of doubtful financial ability or fails to meet any other pertinent standard or criteria established by District. District also reserves the right to waive informalities, inconsequential deviations or minor irregularities to the fullest extent permitted by law. For purposes of this paragraph, an unbalanced Proposal is one having nominal prices for some work items and enhanced prices for other work items.
24. **PROPOSAL EVALUATION LETTER AND NOTICE OF RECOMMENDATION TO AWARD.** Upon completion of District's evaluation of all Proposals, including without limitation all required action by the District's Board of Trustees, District shall rank the responsive Design-Build Entities based on the paragraph 22 evaluation factors, from most advantageous to least advantageous to the District. District shall announce its findings and District staff recommendation to award the Contract for the Project by electronically mailing notification to the Design-Build Entities who submitted Proposals for this Project.
25. **PROPOSAL PROTEST.** Any Proposal Protest must be submitted in writing to the District's main office before 5:00 p.m., no later than the fifth calendar day following notification to Design-Build Entities. Any Proposal Protest received after the deadline as described herein shall be deemed null and void.
- a. The initial Protest document must contain a complete statement of the basis for the Protest.
 - b. The Protest must refer to the specific portion of the document that forms the basis for the Protest, and must describe in detail the specific errors allegedly committed by the District in evaluating the protesting Design-Build Entity's Proposal (or with regard to any other Design-Build Entity's Proposal).
 - c. The Protest must contain the name, address and telephone number of the person or entity representing the protesting party. The protesting party must be a prequalified Design-Build Entity who submitted a Proposal.
 - d. The party filing the Protest must transmit a copy of the initial Protest document and any attached documentation concurrently to all other parties having a potential direct financial interest that may be adversely affected by the outcome of the Protest. Such parties shall include all other Design-Build Entities that appear to have a reasonable prospect of receiving an award depending upon the outcome of the Protest.

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- e. The procedure and time limits set forth in this paragraph are mandatory and are the Design-Build Entity's sole and exclusive remedy in the event of Proposal Protest. The Design-Build Entity's failure to promptly comply with these procedures shall constitute a waiver of any and all rights to further pursue the Proposal Protest, including without limitation filing a Government Code Claim or instituting legal proceedings. A Design-Build Entity may not rely on a Protest submitted by another Design-Build Entity, but must timely pursue its own Protest.
26. **ANNOUNCEMENT OF AWARD.** District shall publicly announce the award of the Contract for the Project by issuing Document 00 51 00 (Notice of Award), and by posting Document 00 51 00 on District's web site and by electronically mailing it to all parties who requested that the District provide such notice. The Notice of Award shall include all of the following: (1) the Design-Build Entity to whom the award is made; (2) the successful Design-Build Entity's price Proposal and its overall combined rating on the Request for Proposal evaluation factors; (3) the successful Design-Build Entity's ranking in relation to all other responsive Design-Build Entities and their respective price Proposals; (4) a summary of District's rationale for the contract award; and (5) any other item the District may elect.
27. **POST-NOTICE OF AWARD REQUIREMENTS.**
- a. After Notice of Award, the successful Design-Build Entity must submit the following documents to District no later than 5:00 p.m. on the tenth (10th) calendar day following receipt of the Notice of Award. Execution of the Contract is dependent upon approval of these documents:
 - 1) Document 00 52 00 (Agreement for Design Build Services): To be executed by the successful Design-Build Entity. Submit four (4) copies, each bearing all required original signatures.
 - 2) Document 00 61 00 (Construction Performance Bond): To be executed by successful Design-Build Entity and surety, in the amount set forth in Document 00 61 00 (Construction Performance Bond).
 - 3) Document 00 62 00 (Construction Labor and Material Payment Bond): To be executed by successful Design-Build Entity and surety, in the amount set forth in Document 00 62 00 (Construction Labor and Material Payment Bond).
 - 4) Document 00 65 36 (Guaranty): To be executed by successful Design-Build Entity, in the form set forth in Document 00 65 36 (Guaranty).
 - 5) Insurance forms, documents, certificates and endorsements required by Document 00 73 17 (Insurance).
 - 6) Any other item specified in Document 00 51 00 (Notice of Award).
 - b. District shall have the right to confirm the performance bond by communicating directly with the performance bond surety proposed by the selected Design-Build Entity. Sureties must be satisfactory to District. Corporate sureties on these bonds and on bonds accompanying Proposals must be duly licensed to do business in the State of California and must have an A.M. Best Company financial rating of A-VII or better.
28. **FAILURE TO EXECUTE AND DELIVER DOCUMENTS.** If the Design-Build Entity to whom the Contract is awarded fails or neglects to execute and deliver all required Contract Documents and file all required bonds, insurance certificates and other documents within ten (10) calendar days after such Award, District may, in its sole discretion, deposit the Design-Build Entity's surety bond, cashier's check or certified check for collection, and retain the proceeds as liquidated damages for Design-Build Entity's failure to enter

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into the Contract Documents. The Design-Build Entity agrees that calculating the damages District may suffer as a result of the Design-Build Entity's failure to execute and deliver all required Contract Documents and other required documents would be extremely difficult and impractical and that the amount of the Design-Build Entity's required Proposal security shall be the agreed and presumed amount of District's damages.

29. PUBLIC RECORDS ACT REQUESTS.

- a. Per the Public Records Act, District will make available to the public Design-Build Entity's Proposals (to the extent opened), all correspondence and written questions submitted during the Proposal period, all Proposal submissions opened in accordance with the procedures of this Document 00 11 19, and all subsequent Proposal evaluation information. Any submissions not opened will remain sealed and eventually be returned to the submitter. Except as otherwise required by law, District will not disclose trade secrets or proprietary financial information submitted that has been designated confidential by Design-Build Entity. Any such trade secrets or proprietary financial information that a Design-Build Entity believes should be exempted from disclosure shall be specifically identified and marked as such. Blanket-type identification by designating whole pages or sections shall not be permitted and shall be invalid. The specific information must be clearly identified as such.
- b. Upon a request for records regarding a Proposal, District will notify Design-Build Entity involved within ten Days from receipt of the request of a specific time when the records will be made available for inspection. If the Design-Build Entity timely identifies any "proprietary, trade secret, or confidential commercial or financial" information that Design-Build Entity determines is not subject to public disclosure, and requests District to refuse to comply with the records request, Design-Build Entity shall take all appropriate legal action and defend District's refusal to produce the information in all forums; otherwise, District will make such information available to the extent required by applicable law, without restriction.
- c. All materials included with and Information disclosed in the Proposal and the attendant submissions are the property of District unless Design-Build Entity makes specific reference to data that is considered proprietary. Subject to the requirements in the Public Records Act, reasonable efforts will be made to prevent the disclosure of information except on a need-to-know basis during the evaluation process.

30. NA

31. CONFORMED PROJECT MANUAL. Following Award of Contract, District may prepare a conformed Project Manual reflecting Addenda issued during bidding, which will, failing objection, constitute the approved Project Manual.

32. DEFINITIONS. Except as set forth herein, all abbreviations and definition of terms used in these Instructions are set forth in Document 00 71 00 (General Conditions) or Specifications Section 01 42 00 (References and Definitions) or Document 00 73 16.13 SEWUP Contractual Provision Mandated (12 02 15 rev).

END OF DOCUMENT

SUMMARY OF WORK – PROGRAMMING AND DESIGN SERVICES

PART 1 GENERAL

1.01 SUMMARY

This document includes summary of work including:

1. Programming
2. Design Services
3. Schematic Design Phase
4. Design Development Phase
5. Construction Documents
6. Construction Phase
7. Operation/Project Close Out
8. Design-Build Entity's Responsibility for Finished Construction
9. District's Responsibilities

1.02 DESIGN SERVICES

A. Summary of Design and Technical Requirements

1. Programming and Schematic Design Services: The District will require the Design-Build Entity to work with the District Representative and stakeholders from Adult Transition Program to review and validate the programming needs of the Adult Transition Program North Project. The programming validation exercise will establish the Schematic Design that the Design-Build Entity will utilize to formulate the Construction Documents for final acceptance.
 - a. The design build entity is to utilize the criteria documents and other volumes of information to properly design and construct the work of the project.
 - b. The design build entity will, in coordination with the District Representative and stakeholders from the school, develop a list of a Furnishings, Fixtures, and Equipment (FF&E) package that shall include, but is not limited to, furniture, equipment, specialty equipment, appliances, accessories and other miscellaneous items to support facility functions. FF&E shall be fully integrated with the facility systems and finishes. Group II FF&E shall be procured and installed by the Design-Build Entity.
 - c. The Design-Build Entity shall provide design services for interim housing for displaced programs. It is believed that all programs will be housed in existing buildings on campus. Design-Build Entity shall be required to include but not limited to, providing egress plans, furniture layouts and modifications to interim spaces.
2. Design Services: Design-Build Entity shall submit designs and deliverables meeting the minimum requirements of the Reference Construction Documents and Specifications at completion of 100% Design Development, 50% Construction Documents, DSA Submittal and DSA Approved Construction Documents, or prior to release to the field or to subcontractors for construction, as required in this Document 00 10 01. Design-Build Entity may elect to create incremental packages of major components or activities it deems advantageous towards scheduling or permitting efficiencies.
3. In the event of any conflict between the Reference Construction Documents and any other provision of the Contract Documents, the more stringent requirement providing the District with the greater scope of work shall control. Unless specifically and expressly limited, Design-Build Entity's scope of

SUMMARY OF WORK – PROGRAMMING AND DESIGN SERVICES

work shall include all architectural, engineering, procurement and construction services necessary to complete the Project.

4. Design-Build Entity is required to participate, on District's behalf, in any PG&E incentive programs.

B. Summary of Services

1. Unless specifically excluded in this Contract, Design-Build Entity shall provide to District all professional architectural and engineering services, including but not limited to all civil, electrical, fire protection, mechanical, structural engineering, landscape, and cost estimating services necessary to perform Design-Build Entity's obligations under the Contract Documents and to complete the Project and to perform Design-Build Entity's obligations under the Contract Documents.
2. Design-Build Entity shall perform the Services using the persons and subconsultants listed in Design-Build Entity's Proposal and may substitute personnel or subconsultants only upon District's written consent, which may be withheld or delayed in District's discretion. Design-Build Entity represents that it and its subconsultants possess all necessary training, licenses and permits to perform the Services, and that its performance of the Services will conform to the standard of practice of a professional that specializes in performing professional services of like nature and complexity of the Services. Design-Build Entity's licensed subconsultants (architectural and engineering) shall owe a duty of care to District in performing their architectural and engineering portions of the Services.
3. Design-Build Entity and its subconsultants shall make an independent assessment of the accuracy of the information provided by District concerning existing conditions (including but not limited to existing utilities and structures and tie-ins to existing or contemplated facilities) and the adequacy of available design information/technical reports. Design-Build Entity shall rely on the results of its own independent investigations and not on information provided by District. Design-Build Entity shall conduct such further investigations of existing conditions as are necessary for Design-Build Entity to perform the Services and shall advise District of any further design or other services necessary to complete the Project.
4. Design-Build Entity and its subconsultants' design shall provide that all surfaces, fixtures and equipment are readily accessible for maintenance, repair or replacement by ladders, power lifts, cat walks, and the like without exceeding the design loads of the floors, roofs, ceilings, and that such access is in conformance with Cal OSHA. All drawings, specifications, structural and electrical design calculations, site data, cost estimates and any other deliverable required by State or Federal law shall comply with State and federal standards. Design-Build Entity shall comply with any other requirements of public or private authorities with jurisdiction over the Project, the drawings and specifications, or tie-ins to the Project. Design-Build Entity shall comply with the applicable standard of care when preparing drawings and specifications to comply with applicable building codes, ordinances, statutes, laws, standards, governmental regulations and private restrictions, including necessary tie-ins, applicable to the Project and the Services, including, but not limited to, those listed in this Contract, all environmental, energy conservation, energy tie-in, and disabled access requirements, regulations and standards of the Fire Marshal or other authorities having jurisdiction over the Project.
5. Design-Build Entity shall perform all services and activities necessary to comply with all applicable governmental regulations and requirements and to obtain all applicable governmental reviews and approvals for and regarding the Work.

SUMMARY OF WORK – PROGRAMMING AND DESIGN SERVICES

6. District at all times shall have the right (but not the duty) to review Design-Build Entity's design work, whether performed by Design-Build Entity or a subconsultant of any tier, and whether in a final or preliminary form, to determine progress and conformance to the requirements of the Contract Documents. In the event District should ever dispute the conformance of any design work (at any stage) with the intent of the Contract (including the Reference Construction Documents), then the District's determination shall control and Design-Build Entity and/or its subconsultants shall perform the disputed design services and/or work to completion in accord with the District's determination. Design-Build Entity shall, however, retain its rights under the procedure in Document 00 71 00 (General Conditions) Article 12 for claims and disputes, and Design-Build Entity may under that procedure, in its name, advance any claim of any subconsultant of any tier.

C. Coordination of Architectural and Engineering Subconsultants/Other Contractors

1. Design-Build Entity shall fully coordinate all architectural and engineering disciplines and subconsultants involved in completing the Work. Design-Build Entity's subconsultants shall fully coordinate with Design-Build Entity and all architectural and engineering disciplines and subconsultants involved in completing the Work.
 - a. Design-Build Entity shall require its subconsultants to agree in their subcontracts to coordinate with Design-Build Entity and other subconsultants.
 - b. Design-Build Entity shall conduct at least monthly design coordination meetings with all subconsultants employed by Design-Build Entity.
 - c. Design-Build Entity shall present District with monthly design coordination reports. Design coordination reports shall include written verification that all design coordination responsibilities appropriate to the stage of Services have been fulfilled. These reports shall be included with each Design-Build Entity Application for Payment and will be a condition of payment.

D. Coordination with Master Scheduling

1. Design-Build Entity shall complete or cause to be completed all services required under this Agreement in accordance with the Milestone Construction Schedule set forth in Document 01 32 16 (Progress Schedules and Reports), as well as all approved Project schedules and updates thereto.
2. As required in Document 01 32 16 (Progress Schedules and Reports), Design-Build Entity shall provide District with a design and construction schedule that outlines dates and time periods for the delivery of Design-Build Entity's services and requirements for information from the District for the performance of its services. This schedule shall be updated weekly, and shall meet the following requirements:
 - a. The schedule shall fit within and coordinate with the overall Milestone Schedule, including any and all design interfaces referenced in the Master Schedule and all updates to the Master Schedule.
 - b. The schedule shall be in a computer software format compatible with Microsoft Project or other format acceptable to the District.
 - c. The schedule shall fit within the requirements of the District for partial utilization of construction packages, systems, equipment, and areas, as identified in information provided to Design-Build Entity.

SUMMARY OF WORK – PROGRAMMING AND DESIGN SERVICES

- d. For each phase of the Services under this Document 01 10 01 (Summary of Work – Programming and Design Services), Design-Build Entity shall prepare and submit for District’s acceptance a task list identifying the principal tasks (and subtasks) defining the scope of work of each phase. The main purpose of the task list shall be to promote coordination and scheduling of the District and third parties whose actions might impact Design-Build Entity’s progress.
 - i. The task list for each phase of Design Services shall be submitted with the deliverables at the conclusion of the previous phase of Design Services.
 - ii. The task list shall list all points of District and third party interface, for example, approvals, reviews, design input and supplying information. The task list shall include a listing of Design-Build Entity’s anticipated specific requirements for information, decisions or documents from District necessary for Design-Build Entity’s performance of its services, and required third party approvals and preliminary meetings required to obtain agreement in principle with agencies and third parties involved in the Project.
 3. Design-Build Entity shall adjust and cause its retained subconsultants (and subcontractors, if any) to adjust activities, personnel levels, and the sequence, duration and relationship of services to be performed in a manner that will comply with the approved schedules without additional costs to the District.
 4. Design-Build Entity shall meet with, make written recommendations to, and coordinate with District weekly regarding ongoing design and construction work, with respect to the following subject matters:
 - a. Conformance of design to Program Requirements, including the District’s Design Standards.
 - b. Value engineering, if needed (including value engineering design, quantity surveys of materials, equipment or labor, or audits or inventories),
 - c. Constructability.
- E. Deliverables Required Under This Section - Generally
1. All deliverables required under this Document shall be submitted in full compliance with the Contract Documents, shall be submitted in conformance with the requirements of Document 01 32 19 (Submittal Procedures).
 2. Deficiencies in deliverables and modifications to conform to program requirements and modifications to achieve acceptability of deliverables to District, shall be promptly performed, and the cost thereof included in the Contract Price.

0.01 SCHEMATIC DESIGN PHASE

A. Period of Service

1. After acceptance by District of Design-Build Entity’s Proposal, and upon written authorization from District, Design-Build Entity shall proceed with the performance of Services called for in the Schematic Design Phase.
2. Design-Build Entity shall submit the deliverables required by the Schematic Design Phase.

SUMMARY OF WORK – PROGRAMMING AND DESIGN SERVICES

B. Consultation with District

1. Design-Build Entity shall consult with District to clarify and define the requirements for the work and review available data.
2. Design-Build Entity shall review District's Program for scope, coordination requirements, criteria, budget and constructability.
3. Design-Build Entity shall identify, analyze and conform to the requirements of governmental and private authorities having jurisdiction to approve the design of the Project and participate in consultations with such authorities.

C. Site Visits, Investigations and Other

1. Design-Build Entity shall investigate existing conditions through site visits and otherwise, to determine scope of work and effects on design and construction. Obtain from District all available information on hazardous materials and advise District immediately of any other hazardous materials consultant has observed. (This paragraph does not impose on Design-Build Entity any duty to locate hazardous materials.)
2. Design-Build Entity shall advise District as to the necessity of obtaining additional information related to the Site necessary for purposes of design. Such advice and statement of necessity shall be in writing and explain fully the considerations involved. Such information might include, by way of example only: description of property boundaries or as built information, rights of way, topographic, hydrographic, and utility surveys, soil mechanics, seismic and subsoil data, chemical, mechanical and other data, logs of borings, etc. If the District possesses such information, it will be made available to Design-Build Entity.
3. Design-Build Entity shall review all available information regarding existing conditions of any nature (whether supplied by District, generated under the Contract, or secured from third parties), and advise District whether such data is adequate for purposes of design.

D. Schematic Layouts, Sketches and Conceptual Design

1. Design-Build Entity shall prepare reports containing schematic layouts, sketches and conceptual design criteria with appropriate exhibits.
2. Reports and exhibits shall incorporate District's Program requirements and shall include plan views, sections, renderings and other drawings necessary to describe the Project. Schematic reports shall be developed until District and Design-Build Entity agree that the design concept achieves the Program requirements and the Project's intent. Design-Build Entity shall participate in progress meetings with representatives of District and shall coordinate with District formal design presentations at times indicated on the project schedule.
3. Design-Build Entity shall prepare and submit to District for approval:
 - a. Outline specifications including architectural, structural, mechanical, electrical, plumbing, security, teledata, and instrumentation systems and materials proposed.
 - b. Plans, sections and renderings at an appropriate scale necessary to convey the architectural design.

SUMMARY OF WORK – PROGRAMMING AND DESIGN SERVICES

4. Reports and exhibits shall indicate clearly the considerations involved, including but not limited to applicable requirements of governmental authorities having jurisdiction or private licensing, patent, easements, or other legal restrictions. Reports and exhibits shall indicate any alternative solutions available to District and set forth Design-Build Entity's findings and recommendations. Reports and exhibits shall clearly indicate when a proposed design solution, product or system has been in service fewer than ten (10) years, and if the design solution, product or system has never been approved by the permitting authority (ies).
 5. Design-Build Entity shall provide a narrative report by each design discipline describing its proposed design philosophy with a description of, and the rationale for, the proposed structural systems, mechanical systems, electrical, geotechnical, electronics and security systems, types of equipment, materials, finishes, site development and landscaping. The rationale shall include initial costs, lifecycle costs, and life expectancy and maintenance considerations.
- E. Present Schematic Documents to District
1. Design-Build Entity shall attend no less than three (3) meetings, each of duration of four (4) hours, with representatives of District, interested parties, governmental entities, as necessary, and provide information to fully describe the project.
 2. Design-Build Entity shall present Schematic Design Phase documents to District and secure its approval.

0.02 DESIGN DEVELOPMENT PHASE

A. Period of Service

1. After acceptance by District of Design-Build Entity's Schematic Design Phase deliverables, and upon written authorization from District, Design-Build Entity shall proceed with the performance of the services called for in the Design Development Phase. The intent of Design-Build Entity's Design Development Phase submittal is to obtain District approval for design revisions, refinements, and concept elaborations produced by Design-Build Entity during Design Development prior to Construction Document production.
2. Design-Build Entity shall submit the deliverables required by the Design Development Phase.
3. Design-Build Entity shall at the outset of this Phase make full written disclosure to District, and obtain District's express written approval of any proposed innovative, unique, proprietary, or sole source design features. District retains full discretion to disapprove such features, unless such features were fully disclosed and accepted by District during the Proposal or Schematic Design phases.

B. General Scope of Project and Final Design Criteria

1. After consultation with District in the programming phase and on the basis of Reference Construction Documents, Design-Build Entity shall: determine the scope, extent and character of the Project and establish final design criteria; participate in, or initiate periodic reviews or workshops as necessary with District Project Manager, District departmental stakeholders, and their consultants during the Design Development Phase; and at a minimum, participate in biweekly progress meetings with District Project Manager and consultants.

C. Design Development Documents

SUMMARY OF WORK – PROGRAMMING AND DESIGN SERVICES

1. Design-Build Entity shall prepare documents consisting of final design criteria, Design Development drawings, and outline specifications (together, “Design Development Documents”). Design Development Documents shall include, but are not limited to:
 - a. Site plans, architectural, landscape, structural, mechanical and electrical plans, elevations, cross sections, finish schedules, door and window schedules, and other mutually agreed upon Drawings deemed necessary to describe the developed design.
 - b. Outline specifications describing the size, character and quality of the entire Project in its essentials as to kinds and locations of materials; type of structural, security, mechanical and electrical systems and equipment.
 - c. Design-Build Entity shall provide to District’s Project Manager for District approval two copies of a color schedule, samples of types and size acceptable to the Project Manager of textures and finishes of all materials in the Work at the Project.
 - d. A grading and drainage plan and a site plan from architectural information showing a final development of the site. This Drawing will also include a horizontal and vertical control plan and utility connections to the infrastructure plan. The services described in this subparagraph shall be provided by a professional civil engineer who is to subcontract with Design-Build Entity.
- D. Additional Data or Services. Design-Build Entity shall advise District in writing if additional data or services of the following types are necessary and obtain such data and services as directed in writing by District:
 1. Borings, probings and subsurface explorations, hydrographic surveys, laboratory tests and inspections of samples, materials and equipment;
 2. Appropriate professional interpretations of the foregoing; and
 3. Other special data or consultations necessary or useful in completion of the Project.
- E. Report on Additional Permits or Reports. Advise in writing if any of the following are required:
 1. Governmental permits of any type; and
 2. Reports of any type to governmental agencies;
- F. Review with District. Prepare, for approval by District, written design criteria for mechanical, electrical, telephone, data, fire alarm (as required), controls and security systems.
- G. Fire Marshal Coordination. Design-Build Entity shall be fully responsible for obtaining and coordinating all necessary Fire Marshal approvals. Design-Build Entity shall seek acceptance by local Fire Marshal, and shall seek approval of State Fire Marshal.
- H. Health Department Coordination. Design-Build Entity shall be fully responsible for obtaining and coordinating all necessary Health Department approvals. Design-Build Entity shall seek acceptance by the Health Department.
- I. Present Design Development Documents to District

SUMMARY OF WORK – PROGRAMMING AND DESIGN SERVICES

1. Design-Build Entity shall attend no less than one (1) meeting, of duration of five (5) hours, with representatives of District, interested parties, governmental entities, as necessary, and provide information to fully describe the project.
2. Design-Build Entity shall present Design Development Phase documents to District and secure its approval.

0.03 CONSTRUCTION DOCUMENT PHASE

A. Period of Service

1. After acceptance by District of the Design Development Documents and any other required deliverables in the Design Development Phase, and upon written authorization from District, Design-Build Entity shall proceed with the performance of the services called for in the Construction Documents Phase.
2. Design-Build Entity shall submit the deliverables required by the Construction Documents Phase within the stipulated period required in the Project Schedule.

B. Construction Documents. On the basis of the District-approved Design Development Documents, Design-Build Entity shall prepare for incorporation in the Contract Documents final Drawings and Specifications (together, “Construction Documents”) to show the work to be furnished and performed by Design-Build Entity. Construction Documents shall set forth in detail the requirement for construction of all work to be performed by Design-Build Entity and to obtain all required permits. Construction Documents shall set forth in detail the requirement for construction of all Work to be performed, but shall not supersede the Contract Documents where the Contract Documents contain a more stringent requirement.

C. Drawings shall be prepared in accordance with industry standards. Specifications shall be prepared in conformance with the latest MasterSpec format of the Construction Specification Institute. Design-Build Entity shall have complete responsibility to secure timely review by all authorities with jurisdiction.

D. The same architectural and engineering team (and team personnel) that prepared the Design Development Documents shall complete the Construction Documents.

E. Compliance with Codes, Regulations and Requirements. Prepare Construction Documents in full compliance with the Contract Documents (including without limitation Reference Construction Documents), applicable building codes, ordinances, standards, governmental regulations and private restrictions, applicable to the Work.

F. Make full written disclosure to District, and obtain District’s express written approval of any proposed innovative, unique, proprietary, or sole source design features.

G. Warranty. Design-Build Entity warrants to District that the final design, as expressed in the Construction Documents:

1. Will be constructible, workable, watertight, and within Design-Build Entity’s detailed Project schedule per Document 01 32 16 (Progress Schedules and Reports).
2. Will comply in all respects with the requirements of the Contract Documents (including without limitation Reference Construction Documents);
3. Will not call for the use of hazardous or banned materials; and

SUMMARY OF WORK – PROGRAMMING AND DESIGN SERVICES

4. Will fully comply with applicable building codes, ordinances, standards, governmental regulations, and private restrictions applicable to the Work.
- H. Design-Build Entity shall prepare and submit draft Construction Documents at the 50% level of completion to District for review. District shall conduct such review as necessary on the 50% Construction Documents and shall advise Design-Build Entity of any necessary modifications, amendments and additions as reasonably required by District. Following receipt of District's comments, Design-Build Entity shall develop and submit Construction Documents to the District for review at the time of DSA submission. District shall conduct such review as necessary on these Construction Documents and shall advise Design-Build Entity of any necessary modifications, amendments and additions as reasonably required by District. Following receipt of District's comments, Design-Build Entity shall complete final Construction Documents. Such complete Construction Documents shall be deemed the Construction Documents for the Project.
- I. Upon completion of Construction Documents, Design-Build Entity shall submit such plans for approval to the Division of the State Architect, or such other permitting authority that is in place at the time, and obtain necessary permits for the construction and operation of the Project as specified in the Construction Documents. During the same time period, Design-Build Entity shall submit the Construction Documents to District for final approval.
- J. Permits. Design-Build Entity shall secure all necessary permits and approvals, by identifying all necessary permits and approvals, securing necessary forms, and applying for such permits and approvals in Design-Build Entity's name, on the District's behalf. This duty includes, but is not limited to, providing technical criteria, written descriptions and design data for use in filing applications for permits with or obtaining approvals of such governmental authorities as have jurisdiction to approve the design of the Project, and engage in consultations with appropriate authorities.

0.04 CONSTRUCTION PHASE

- B. Upon District's acceptance of Design-Build Entity's Construction Documents for all or any portions of the Work as Design-Build Entity and District may agree, and upon issuance of approval to construct Project by the Division of the State Architect or such other permitting authority that is in place at the time, District will issue a Notice to Proceed for construction, and Design-Build Entity may commence construction of the Project.
- C. General Administration of Construction. Design-Build Entity's architectural, design, and engineering subconsultants shall make regular visits to the site at intervals appropriate to the various stages of construction as necessary to assure that construction conforms to the final design as approved.
- D. Quality Control and Reporting. Design-Build Entity's architectural, design and engineering subconsultant shall participate fully in Design-Build Entity's required quality control program and shall have a duty to advise Design-Build Entity and District in writing of any observations of defective work, work not in conformance with Drawings and Specifications, and lack of progress consistent with the schedule of work in areas associated with their services.

0.05 OPERATION/PROJECT CLOSE-OUT PHASE

- A. Operation/Close Out. During the Operation/Project Close-Out Phase, Design-Build Entity and Design-Build Entity's architectural, design, and engineering subconsultants shall, when requested by District, and working with District's commissioning agent (if applicable), provide all necessary architectural, design and engineering services, including services of its architectural, design and engineering subconsultants, for:

SUMMARY OF WORK – PROGRAMMING AND DESIGN SERVICES

1. Refining, adjusting and correcting of any equipment or systems.
2. Start-up, testing and placing in operation all equipment and systems.
3. Completion of punchlist work.
4. Training District's staff to operate and maintain all equipment and systems.
5. Assist District in developing systems and procedures for control of the operation and maintenance of and record keeping for the Project.
6. Prepare (1) copy of electronic record sets (in PDF and AutoCAD format) and (1) set of record prints or plans showing those changes made during the construction process, based on the marked-up prints, plans and other data.
7. Together with District, visit the Project to observe any apparent defects in the completed construction, correct such deficiencies, and supply information as needed regarding replacement, correction, or diminished value of defective work.

0.06 DESIGN-BUILD ENTITY'S OBLIGATION FOR FINISHED CONSTRUCTION

- A. District's right to review Design-Build Entity's design and deliverables, including without limitation Design Development Documents, Construction Documents, shop drawings, samples and Submittals, as specified in the Contract Documents, shall not relieve Design-Build Entity of its responsibility for a complete design and construction complying with the requirements of the Contract Documents; but rather, such review shall be in furtherance of District's monitoring and accepting the design as developed and issued by Design-Build Entity, consistent with these Contract Documents. Design-Build Entity's responsibility to design and construct the Project in conformance with the Contract Documents including, but not limited to, the applicable performance standards and any fully executed change orders, shall be absolute. Such duty may not be altered or diminished by any action other than a signed change order.

0.07 DISTRICT'S RESPONSIBILITIES

- A. District shall designate a Project Manager, who is authorized to act on District's behalf with respect to Design-Build Entity's Design Services. District or such authorized representative shall facilitate the rendering of required decisions promptly, to avoid unreasonable delay in the progress of Design-Build Entity's services. District may delegate all or some of Project Manager's role and function to a separate contractor or to a construction manager. District may change the individual acting as Project Manager and/or the individual or entity acting as a separate contractor or construction manager at any time without prior notice to Design-Build Entity.
 - a. Design-Build Entity shall anticipate that District's decision-rendering processes require various lead times. Design-Build Entity should use the following Decision Category matrix and the examples provided to anticipate and plan for District decision-rendering lead times.
 - i. Category 1 Decision: This category of decision is likely to take one week from the time the issue is presented to District until the time District renders a decision. Category 1 Decisions are likely to be decisions made for similar circumstances in recent projects, and/or performance criteria or choices have been preselected in the District's Design Standards, and a small group of end-users must be consulted for the decision.
 - ii. Category 2 Decision: This category of decision is likely to take two weeks from the time the issue is presented to District until the time District renders a decision. Category 2 Decisions are likely to be decisions made for similar circumstances in recent projects, and/or

SUMMARY OF WORK – PROGRAMMING AND DESIGN SERVICES

performance criteria or choices have been preselected in the District’s Design Standards, but a larger group of end-users must be consulted for the decision.

- iii. Category 3 Decision: This category of decision is likely to take three weeks from the time the issue is presented to District until the time District renders a decision. Category 3 Decisions are likely to be concerning new circumstances that the District has not faced recently, and/or performance criteria or choices have not been preselected in the District’s Design Standards, and a small group of end-users must be consulted for the decision.
- iv. Category 4 Decision: This category of decision is likely to take four or more weeks from the time the issue is presented to District until the time District renders a decision. Category 4 Decisions are likely to be decisions that require large or numerous end-user group discussions, input and/or approval from the Board of Trustees, or were not listed by Design-Build Entity as a District-required decision at the beginning of the milestone phase. Examples of Category 4 Decisions include:
 - 1. Selection of Design-Build Entity following submission of Proposals.
 - 2. Major modifications during a subsequent design phase of design solutions presented and accepted during a previous design phase.
 - 3. Contract modifications concerning scope or price.

B. Review and Acceptance of Design and Construction Documents: District shall perform timely reviews of progress documents submitted pursuant to the provisions of this Document 01 10 01 (Summary of Work – Programming and Design Services).

C. Permits and Approvals: District shall assist Design-Build Entity in its securing of all required approvals and permits from governmental authorities having jurisdiction over the Project.

END OF DOCUMENT

PROGRESS SCHEDULES AND REPORTS

PART 1 GENERAL

1.1 SUMMARY

- A. Perform scheduling of Work under this Contract in accordance with requirements of this Document 01 32 16.
 - 1. Development of schedule, cost, and resource loading of the Progress Schedule, monthly payment requests, and project status reporting requirements of the Contract Documents shall employ scheduling as required in this Document 01 32 16.
 - 2. The Schedule shall be cost-loaded based on Schedule of Values as approved by District.
 - 3. Submit schedules and reports as specified in 00 71 00 (General Conditions).
- B. Upon Award of Contract, immediately commence development of Initial Schedule to ensure compliance with schedule submittal requirements.
- C. Design-Build Entity's obligations under this Document 01 32 16 are hereby deemed material obligations justifying District's remedies for default if Design-Build Entity fails to perform. Nothing in this paragraph 1.1.C of this Document 01 32 16 or the lack of an express statement that any other Contract Documents provision is or is not material shall be considered in determining whether any such other provision is material.
- D. Employ competent scheduling personnel or a schedule consultant with experience performing scheduling required herein on two prior, similar projects.

1.2 GENERAL

- A. Progress Schedule shall be based on and incorporate milestone and completion dates specified in Contract Documents.
- B. Overall time of completion and time of completion for each milestone shown on Progress Schedule shall adhere to times in Document 00 52 00 (Agreement for Design-Build Services), unless an earlier (advanced) time of completion is requested by Design-Build Entity and agreed to by District. A Change Order shall formalize any such agreement.
 - 1. District is not required to accept an earlier (advanced) schedule, i.e., one that shows early completion date(s) for the Contract Time.
 - 2. Design-Build Entity is not entitled to extra compensation in event agreement is reached on an earlier (advanced) schedule and Design-Build Entity completes its Work, for whatever reason, beyond completion date shown in earlier (advanced) schedule but within the Contract Time.
 - 3. A schedule showing the Work completed in less than the Contract Time, which has been accepted by District, shall be considered to have Project Float. The Project Float is the time between the scheduled completion of the Work and Contract Substantial Completion. Project Float is a resource available to both District and Design-Build Entity. This is in addition to any float already built into the schedule through proper planning and coordination of construction activities.
 - 4. Float Ownership: Neither District nor Design-Build Entity owns float. The Project owns the float. As such, liability for delay of any Substantial Completion or Final Completion date rests with the party whose actions, last in time, actually cause delay to a Substantial Completion or Final Completion date.
- C. Progress Schedule shall be the basis for evaluating job progress, payment requests, and time extension requests. Responsibility for developing Contract schedule and monitoring actual progress as compared to Progress Schedule rests with Design-Build Entity.
- D. Failure of Progress Schedule to include any element of the Work or any inaccuracy in Progress Schedule will not relieve Design-Build Entity from responsibility for accomplishing the Work in accordance with the Contract. District's acceptance of Schedule shall be for its use in monitoring and evaluating job progress, payment requests, and time extension requests, and shall not, in any manner, impose a duty of care upon District, or act to relieve Design-Build Entity of its responsibility for means and methods of construction.

PROGRESS SCHEDULES AND REPORTS

- E. Transmit each item under form approved by District or following Document 01 32 19 (Submittal Procedures).
 - 1. Identify Project as **Adult Transition Program North**, and include name of Design-Build Entity.
 - 2. Provide space for Design-Build Entity's approval stamp and District's review stamps.
 - 3. Submittals received from sources other than Design-Build Entity will be returned to Design-Build Entity without District's review.

1.3 INITIAL AND ORIGINAL PROGRESS SCHEDULE

- A. Initial Schedule submitted for review shall serve as Design-Build Entity's schedule for up to 90 Days after the Notice to Proceed (Design).
- B. Initial Schedule must indicate detailed plan for the Design progress to be completed in first 90 Days of the Contract; details of any planned mobilization of plant and equipment; sequence of early operations; and procurement of materials and equipment. Show Work beyond 90 Days in summary form.
- C. Design-Build Entity shall submit its Original Schedule for review within 90 days of Notice to Proceed (Design). Original Schedule and all updates shall comply with all standards herein. Original Schedule must comply with milestone and completion dates specified in Contract Documents.
- D. All Schedules shall be time-scaled.
- E. All Schedules shall be cost and resource-loaded. Accepted cost and resource-loaded Schedule will be used as basis for monthly progress payments. Use of Initial Schedule for progress payments shall not exceed 90 Days.
- F. Except as otherwise expressly provided in this Document 01 32 16, meet with District to review and discuss each Schedule (i.e., Initial, Original and monthly updates) within seven Days after each Schedule has been submitted to District.
 - 1. District's review and comment on any Schedule shall be limited to Contract conformance (with sequencing, coordination, and milestone requirements).
 - 2. Design-Build Entity shall make corrections to Schedule necessary to comply with Contract requirements and shall adjust Schedule to incorporate any missing information requested by District. Resubmit Initial Schedule if requested by District.
- G. If Design-Build Entity is of the opinion that any of the Work included on its Schedule has been impacted, submit to District a written Time Impact Evaluation (TIE) in accordance with paragraph 1.8 of this Document 01 32 16. The TIE shall be based on the most current update of the Initial Schedule. This will be required should there be any time requests within a submitted a potential change order request.

1.4 SCHEDULE FORMAT AND LEVEL OF DETAIL

- A. Each Schedule (Initial, Original and updates) shall indicate all separate design, approval milestones, fabrication, procurement and field construction activities required for completion of the Work, including but not limited to the following:
 - 1. All Design-Build Entity, Subcontractor, and assigned Design-Build Entity work shall be shown in a logical work sequence that demonstrates a coordinated plan of work for all contractors. The intent is to provide a common basis of acceptance, understanding, and communication, as well as interface with other contractors.
 - 2. Activities related to the delivery of Design-Build Entity and District-furnished equipment to be Design-Build Entity-installed per Contract shall be shown.
 - 3. All activities shall be identified through codes or other identification to indicate the building (i.e. buildings, Site work) and Design-Build Entity/Subcontractor responsibility to which they pertain.
 - 4. Break up the Work schedule into activities of durations of approximately 21 Days or less each, except for non-field construction activities or as otherwise deemed acceptable by District.
 - 5. Show the critical path in red. For each activity, show early start, late start, early finish, late finish, durations measured in Days, float, resources, predecessor and successor activities, planned workday/week for the activity, man power loading, and scheduled/actual progress payments.

PROGRESS SCHEDULES AND REPORTS

- B. Seasonal weather conditions (which do not constitute a delay as defined herein) shall be considered in the planning and scheduling of all work influenced by high or low ambient temperatures or presence of high moisture for the completion of the Work within the allotted Contract Time.
- C. Failure by Design-Build Entity to include any element of Work required for performance of the Work on the detailed construction schedule shall not excuse Design-Build Entity from completing all Work required within the Contract Time.
- D. A three-week “look ahead,” detailed daily bar chart schedule shall be updated and issued weekly for discussion at the Weekly Progress Meetings.
- E. Utilize Primavera or Microsoft Project computer-scheduling software, or approved equivalent, for all scheduling including schedule updates.

1.5 MONTHLY SCHEDULE UPDATE SUBMITTALS

- A. Following acceptance of Design-Build Entity’s Initial Schedule, monitor progress of Work and adjust Schedule each month to reflect actual progress and any anticipated changes to planned activities.
 - 1. Each Schedule update submitted shall be complete, including all information requested for the Initial Schedule and Original Schedule submittal.
 - 2. Each update shall continue to show all Work activities including those already completed. These completed activities shall accurately reflect “as built” information by indicating when activities were actually started and completed, and Design-Build Entity warrants the accuracy of as-built information as shown.
- B. A meeting will be held on approximately the 16th of each month to review the Schedule update submittal and progress payment application.
 - 1. At this meeting, at a minimum, the following items will be reviewed: Percent complete of each activity; TIEs for Change Orders and Time Extension Request; actual and anticipated activity sequence changes; actual and anticipated duration changes; and actual and anticipated Design-Build Entity delays.
 - 2. These meetings are considered a critical component of overall monthly schedule update submittal; have appropriate personnel attend. At a minimum, Design-Build Entity’s General Superintendent and Project Manager shall attend these meetings.
- C. Within five Days after monthly Schedule update meeting, submit the updated Schedule.
- D. Within five Days of receipt of above-noted revised submittals, District will either accept or reject monthly schedule update submittal.
 - 1. If accepted, percent complete shown in monthly update will be basis for Application for Payment by Design-Build Entity. The schedule update shall be submitted as part of Design-Build Entity’s Application for Payment.
 - 2. If rejected, update shall be corrected and resubmitted by Design-Build Entity before the Application for Payment is submitted.
- E. Updating, changing or revising of any report, curve, schedule or narrative submitted to District by Design-Build Entity under this Contract, nor District’s review or acceptance of any such report, curve, schedule or narrative shall not have the effect of amending or modifying, in any way, the Contract Substantial Completion date or milestone dates or of modifying or limiting, in any way, Design-Build Entity’s obligations under this Contract.

1.6 SCHEDULE REVISIONS

- A. Updating the Schedule (Initial and Original) to reflect actual progress shall not be considered revisions to the Schedule. Since scheduling is a dynamic process, however, revisions to activity durations and sequences are expected on a monthly basis.
- B. To reflect revisions to the Schedule, provide District with a written narrative with a full description and reasons for each work activity that has been revised from accepted baseline schedule. For revisions affecting the sequence of Work, provide a schedule diagram that compares the original sequence to the revised sequence of Work. Provide the written narrative and schedule diagram for revisions seven days in advance of the monthly schedule update meeting.

PROGRESS SCHEDULES AND REPORTS

Clearly show and discuss any changes in the critical path and how Design-Build entity intends to meet contractual milestones.

- C. Schedule revisions shall not be incorporated into any formal schedule update until District has reviewed the revisions. District may request further information and justification for schedule revisions and, within three Days, provide District with a complete written narrative response to District's request.
- D. If District does not accept Design-Build Entity's revision, and Design-Build Entity disagrees with District's position, Design-Build Entity has seven Days from receipt of District's letter rejecting the revision, to provide a written narrative providing full justification and explanation for the revision. Design-Build Entity's failure to respond in writing within seven Days of District's written rejection of a schedule revision shall be contractually interpreted as acceptance of District's position, and Design-Build Entity waives its rights to subsequently dispute or file a claim regarding District's position. If Design-Build Entity files a timely response as provided in this paragraph, and the parties are still unable to agree, Design-Build Entity's sole right shall be to file a claim as provided in Document 00 71 00 (General Conditions), Article 12.
- E. At District's discretion, Design-Build Entity can be required to provide Subcontractor certifications of performance regarding proposed schedule revisions affecting said Subcontractors.

1.7 RECOVERY SCHEDULE

- A. If a Schedule update shows a substantial completion date 21 Days beyond any Contract Substantial Completion date, or individual Milestone completion dates, submit to District within seven Days the proposed revisions to recover the lost time. As part of this submittal, provide a written narrative for each revision made to recapture the lost time. If the revisions include sequence changes, provide a schedule diagram comparing the original sequence to the revised sequence of Work. If District requests, show the intended critical path; secure appropriate Subcontractor and supplier written consent and commitment to the recovery Schedule submitted by Design-Build Entity; submit a narrative explaining trade flow and construction flow changes, duration changes, added/deleted activities, critical path changes and identify all near critical paths and man hour loading assumptions for major Subcontractors.
- B. The revisions shall not be incorporated into any Schedule update until District has reviewed the revisions.
- C. If District does not accept Design-Build Entity's revisions, District and Design-Build Entity shall follow the procedures in paragraphs 1.6C, 1.6D, and 1.6E of this Document 01 32 16.
- D. At District's discretion, Design-Build Entity can be required to provide Subcontractor certifications for revisions affecting said Subcontractors.

1.8 TIME IMPACT EVALUATION FOR CHANGE ORDERS AND OTHER DELAYS

- A. When Design-Build Entity is directed to proceed with changed work, prepare and submit, within 14 Days from the direction to proceed, a TIE that includes both a written narrative and a schedule diagram depicting how the changed work affects other schedule activities. The schedule diagram shall show how Design-Build Entity proposes to incorporate the changed work in the schedule, and how it impacts the current Schedule update critical path or otherwise. Design-Build Entity is also responsible for requesting time extensions based on the TIE's impact on the critical path. The diagram shall be tied to the main sequence of scheduled activities to enable District to evaluate the impact of changed work to the scheduled critical path.
- B. Comply with the requirements of paragraph 1.8A of this Document 01 32 16 for all types of delays such as, but not limited to, Design-Build Entity/Subcontractor delays, adverse weather delays, strikes, procurement delays, fabrication delays, etc.
- C. Design-Build Entity is responsible for all costs associated with the preparation of TIEs, and the process of incorporating TIEs into the current schedule update. Provide District with four copies of each TIE.
- D. Once agreement has been reached on a TIE, the Contract Time will be adjusted accordingly. If agreement is not reached on a TIE, the Contract Time may be extended in an amount District allows,

PROGRESS SCHEDULES AND REPORTS

and Design-Build Entity may submit a claim for additional time claimed by Design-Build Entity as provided in Document 00 71 00 (General Conditions).

1.9 TIME EXTENSIONS

- A. Design-Build Entity is responsible for requesting time extensions for time impacts that, in the opinion of Design-Build Entity, impact the critical path of the current schedule update. Notice of time impacts shall be given in accordance with Document 00 71 00 (General Conditions).
- B. Where an event for which District is responsible impacts the projected Substantial Completion date, provide a written mitigation plan, including a schedule diagram, which explains how (e.g., increase crew size, overtime, etc.) the impact can be mitigated. Also include a detailed cost breakdown of the labor, equipment, and material Design-Build Entity would expend to mitigate District-caused time impact. Submit mitigation plan to District within 18 Days from the date of discovery of said impact. Design-Build Entity is responsible for the cost to prepare the mitigation plan.
- C. Failure to request time, provide TIE, or provide the required mitigation plan will result in Design-Build Entity waiving its right to a time extension and cost to mitigate the delay.
- D. No time will be granted under the Contract Documents for cumulative effect of changes.
- E. District will not be obligated to consider any time extension request unless requirements of Contract Documents are complied with.
- F. Failure of Design-Build Entity to perform in accordance with the current schedule update shall not be excused by submittal of time extension requests.
- G. Notwithstanding any other provision of this Document 01 32 16, if Design-Build Entity does not submit a TIE within the required 18 Days for any issue, Design-Build Entity hereby agrees that Design-Build Entity does not require a time extension for that issue.

1.10 PROJECT STATUS REPORTING

- A. In addition to submittal requirements for scheduling identified in this Document 01 32 16, provide a monthly project status report (i.e., written narrative report) to be submitted in conjunction with each Schedule as specified herein. Status reporting shall be in form specified in this paragraph 1.10 below.
- B. Prepare monthly written narrative reports of status of Project for submission to District. Written status reports shall include:
 - 1. Status of major Project components (percent complete, amount of time ahead or behind schedule) and an explanation of how Project will be brought back on schedule if delays have occurred.
 - 2. Progress made on critical activities indicated on each Schedule, including inspections.
 - 3. Explanations for any lack of work on critical path activities planned to be performed during last month.
 - 4. Explanations for any schedule changes, including changes to logic or to activity durations.
 - 5. List of critical activities scheduled to be performed during the next month.
 - 6. Status of major material and equipment procurement that affect critical path.
 - 7. Any delays encountered during reporting period.
 - 8. Provide printed report indicating actual versus planned resource loading for each trade and each activity. This report shall be provided on weekly and monthly basis.
 - a. Actual resource shall be accumulated in field by Design-Build Entity, and shall be as noted on Design-Build Entity's daily reports. These reports will be basis for information provided in monthly and weekly printed reports.
 - b. Explain all variances and mitigation measures.
 - 9. Design-Build Entity may include any other information pertinent to status of Project. Include additional status information requested by District at no additional cost.
 - 10. Status reports, and the information contained therein, shall not be construed as claims, notice of claims, notice of delay, or requests for changes or compensation.
- C. By noon of each workday provide District with report of Design-Build Entity and its Subcontractors' work activities for the previous day, including trades, equipment, work activities worked on, staff levels, any recorded accidents and equipment deliveries. Any Force Account records from previous day shall be attached.

PROGRESS SCHEDULES AND REPORTS

PART 2 PRODUCTS – NOT USED

PART 3 EXECUTION – NOT USED

END OF DOCUMENT

PROJECT RECORD DOCUMENTS

PART 1 GENERAL

1.1 SUMMARY

- A. Document Includes: Administrative and procedural requirements for Project Record Documents.
- B. Project Record Documents required include:
 - 1. Marked-up copies of Drawings
 - 2. Marked-up copies of Shop Drawings
 - 3. Newly prepared Drawings
 - 4. Marked-up Product Data submittals
 - 5. Field records, such as photographs, for variable and concealed conditions
 - 6. Record information on Work that is recorded only schematically
 - 7. Maintenance forms for major equipment
- C. Specific Project Record Documents requirements that expand requirements of this Document are included in the individual Documents of Divisions 2 through 60.
- D. General Project closeout requirements are included in Document 01 77 00 (Contract Closeout).
- E. Maintenance of Documents and Samples:
 - 1. Store Project Record Documents and Samples in the field office apart from Contract Documents used for construction.
 - 2. Do not permit Project Record Documents to be used for construction purposes.
 - 3. Maintain Project Record Documents in good order and in a clean, dry, legible condition.
 - 4. Make Documents and Samples available at all times for inspection by District.
- F. Dedicate one full size set of the Drawings and one Project Manual for use for recording as-built conditions.

1.2 PROJECT RECORD DRAWINGS

- A. Mark-up Procedure: During the construction period, maintain a set of black line prints of Contract Drawings and Shop Drawings for Project Record Documents purposes. Label each document (on first sheet or format page) "PROJECT RECORD" in 2-inch high printed letters. Keep record documents current. The Project Inspector shall review the updated set of drawings monthly prior to approving any payment application. Note: A reference by number to a Change Order, CCD, RFI, RFQ, RFP, Field Order or other such document is not acceptable as sufficient record information on any record document. Do not permanently conceal any Work until required information has been recorded.
- 1. Mark these Drawings to indicate the actual installation where the installation varies appreciably from the installation shown originally. Give particular attention to information on concealed elements that would be difficult to identify or measure and record later. Items required to be marked include but are not limited to:
 - a. Dimensional changes to the Drawings
 - b. Revisions to details shown on the Drawings
 - c. Depths of various elements of foundation in relation to main floor level or survey datum
 - d. Horizontal and vertical location of underground utilities and appurtenances referenced to permanent surface improvements
 - e. Location of internal utilities and appurtenances concealed in construction referenced to visible and accessible features of structure
 - f. Locations of underground work, points of connection with existing utilities, changes in direction, valves, manholes, catch basins, capped stub outs, invert elevations, and similar items
 - g. Actual numbering of each electrical circuit
 - h. Field changes of dimension and detail
 - i. Revisions to routing of piping and conduits

PROJECT RECORD DOCUMENTS

- j. Revisions to electrical circuitry
- k. Actual equipment locations
- l. Duct size and routing
- m. Changes made by Change Order or CCD
- n. Details not on original Contract Drawings
- 2. Mark completely and accurately Project Record Drawing prints of Contract Drawings or Shop Drawings, whichever is the most capable of showing actual physical conditions. Where Shop Drawings are marked, show cross-reference on Contract Drawings location.
- 3. Mark Project Record Drawing sets with red, erasable colored pencil; use other colors to distinguish between changes for different categories of the Work at the same location.
- 4. Mark important additional information that was either shown schematically or omitted from original Drawings.
- 5. Note CCD numbers; alternate numbers, Change Order numbers, and similar identification.
- 6. Responsibility for Mark-up: Where feasible, the individual or entity who obtained Project Record Drawing data, whether the individual or entity is the installer, Subcontractor, or similar entity, is required to prepare the mark-up on Project Record Drawings.
 - a. Accurately record information in an understandable and legible drawing technique.
 - b. Record data as soon as possible after it has been obtained. In the case of concealed installations, record and check the mark-up prior to concealment.
- B. Preparation of Record Drawings: Immediately prior to inspection for Certification of Substantial Completion, review completed marked-up Project Record Drawings with District, Inspector of Record and Architect of Record to consolidate and ensure accuracy of information. Once accuracy of information is confirmed, prepare and submit a full electronic set, in PDF format, of as-built Contract Drawings and Shop Drawings.
 - 1. Incorporate changes and additional information previously marked on print sets. Delete, redraw, and add details and notations where applicable. Identify and date each Drawing; include the printed designation "PROJECT RECORD DRAWING" and the date prepared in a prominent location on each Drawing.
 - 2. Distribution: Whether or not changes and additional information were recorded, organize and bind original marked-up set of prints that were maintained during the construction period into manageable sets. Bind the set with durable paper cover sheets, with appropriate identification, including titles, dates, and other information on cover sheets, and submit to District.
- C. In addition to requirements of this Document, comply with supplemental requirements of other Divisions 2 through 60.
 - 1. The Specifications may require the preparation of large scale, detailed layout drawings of the Work of certain Divisions. These layout drawings are not Shop Drawings as defined by Document 00 71 00 (General Conditions), but together with Shop Drawings or layout drawings of all other affected Documents are used to check, coordinate, and integrate the work of the various Documents.
 - 2. Include these layout drawings as part of the Project Record Documents.

1.3 PROJECT RECORD SPECIFICATIONS

- A. During the construction period, maintain one copy of the Project Specifications, including addenda and modifications issued, for Project Record Documents purposes.
- B. Mark the Project Record Specifications to indicate the actual installation where the installation varies substantially from that indicated in Specifications and Modifications issued. Note related Project Record Drawing information, where applicable. Give particular attention to substitutions, selection of product options, Change Order and Construction Change Directive work, and information on concealed installation that would be difficult to identify or measure and record later.

PROJECT RECORD DOCUMENTS

1. In each Specification Section where products, materials or units of equipment are specified or scheduled, mark the copy with the proprietary name and model number of the product furnished.
2. Record the name of the manufacturer, catalog number, supplier and installer, and other information necessary to provide a record of selections made and to document coordination with Project Record Product Data submittals and maintenance manuals.
3. Note related Project Record Product Data, where applicable, for each principal product specified, indicate whether Project Record Product Data has been submitted in maintenance manual instead of submitted as Project Record Product Data.
4. Upon completion of mark-up, submit Project Record Specifications to District for District's records.

1.4 PROJECT RECORD PRODUCT DATA

- A. During the construction period, maintain one copy of each Project Record Product Data submittal for Project Record Document purposes.
 1. Mark Project Record Product Data to indicate the actual product installation where the installation varies substantially from that indicated in Project Record Product Data submitted. Include significant changes in the product delivered to the Site, and changes in manufacturer's instructions and recommendations for installation.
 2. Give particular attention to information on concealed products and installations that cannot be readily identified and recorded later.
 3. Note related Change Orders and mark-up of Project Record Drawings, where applicable.
 4. Upon completion of mark-up, submit a complete set of Project Record Product Data to District for District's records.
 5. Where Project Record Product Data is required as part of maintenance manuals, submit marked-up Project Record Product Data as an insert in the manual, instead of submittal as Project Record Product Data.
 6. Design-Build Entity is responsible for mark-up and submittal of Project Record Product Data for its own Work.
- B. Material, Equipment, and Finish Data:
 1. Provide data for primary materials, equipment and finishes as required under each Specification Section. Submit three (3) hard copy sets and one (1) digital copy on USB prior to final inspection, bound in 8-1/2 inches by 11 inches three-ring binders with durable plastic covers; provide typewritten table of contents for each volume and tabbed sections. Provide project identification information on binder covers and spines.
- C. Arrange by Specification Section number and give names, addresses, and telephone numbers of Subcontractors and suppliers. List:
 - a. Trade names.
 - b. Model or type numbers.
 - c. Assembly diagrams.
 - d. Operating instructions.
 - e. Cleaning instructions.
 - f. Maintenance instructions.
 - g. Recommended spare parts.
 - h. Product data.

1.5 MISCELLANEOUS PROJECT RECORD SUBMITTALS

- A. Refer to other Specification Sections for miscellaneous record keeping requirements and submittals in connection with various construction activities. Immediately prior to Substantial Completion, complete miscellaneous records and place in good order, properly identified, ready for use and reference. Submit to the District for District's electronic records, in Adobe PDF format. Categories of requirements resulting in miscellaneous records include, but are not limited to, the following:

PROJECT RECORD DOCUMENTS

1. Field records on excavations and foundations
2. Field records on underground construction and similar work
3. Survey showing locations and elevations of underground lines
4. Invert elevations of drainage piping
5. Surveys establishing building lines and levels
6. Authorized measurements utilizing unit prices or allowances
7. Records of plant treatment
8. Ambient and substrate condition tests
9. Certifications received in lieu of labels on bulk products
10. Batch mixing and bulk delivery records
11. Testing and qualification of tradespersons
12. Documented qualification of installation firms
13. Load and performance testing
14. Inspections and certifications by governing authorities
15. Leakage and water-penetration tests
16. Fire resistance and flame spread test results
17. Final inspection and correction procedures
18. Final As-Built Construction Schedule

1.6 INSTALLATION, OPERATIONS AND MAINTENANCE MANUALS

- A. The Design-Build Entity shall compile O&M manuals for every piece of equipment and building operating or electrical system, commissioned or not, with the following formats:

1. Quantity: as specified in Document 01 32 19 (Submittal Procedures), Paragraph 1.2.R.3 (unless more are required by the technical specifications).
2. Hard Media Format:
 - (a) Size: 8½ x 11 inch, 3 ring loose-leaf binders. Use as many binders as required for each element as listed below. Do not overload binders.
 - (b) Binding: Bind in stiff, metal-hinged, three-ring binder(s) with standard three-hole punching. Binders shall be 3-inch maximum. Use white or black colored binders with integrated clear plastic covers to enable insertion of binder titles.
 - (c) Sheet lifters: Provide plastic sheet lifters prior to first page and following last page.
 - (d) Binder titles: Include the following title on front and spine of binder:

ADULT TRANSITION PROGRAM NORTH
 - (e) Sheet Size: 8½ x 11 inch
 - (f) Drawing Size: Reduce drawings or diagrams to a 11x17 inch size. However, where reduction is not practical to ensure readability and maintain scale, fold larger drawings separately and place in vinyl envelopes bound into the binder. Identify vinyl envelopes with drawing numbers.
 - (g) Dividers: Use dividers with permanently marked tabs of card stock to separate each section and sub section. Tab labels shall not be handwritten. Use a main tab for each specification section. Behind the section number tab there shall be the equipment ID tag sub-tab for each piece of major equipment (or group, if small or numerous). These sub-tabs shall be similar to the specification number tabs but of a different color.
 - (h) Contents

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- (1) Title page, which shall be a duplicate of front binder title
- (2) Table of Contents
- (3) Equipment Sections and Sub sections
 - (i) Contractor. The first page behind the equipment tab shall be the contractor's name, address and telephone number of the manufacturer and installing contractor and the 24-hour number for emergency service for all equipment in this section, identified by equipment.
 - (ii) Submittal and Product Data. This section shall include all approved submittal data, cut sheets, data base sheets and appropriate shop drawings. If submittal was not required for approval, descriptive product data shall be included.
 - (iii) Operation and Maintenance Instructions. These shall be the written manufacturer's data with the model and features of this installation clearly marked and edited to omit reference to products or data not applicable to this installation. This section shall include data on the following:
 1. Model number, serial number and nameplate data for each piece of equipment and any subcomponent.
 2. Installation, startup and break-in instructions.
 3. All starting, normal shutdown, emergency shutdown, manual operation and normal and emergency operating procedures and data, including any special limitations.
 - i. Step-by-step procedure for system startup, including a pre-start checklist. Refer to controls and indicators by nomenclature consistent with that used on panels and in control diagrams.
 - ii. Sequence of operation, with detailed instruction in proper sequence, for each mode of operation (i.e., day-night; staging of equipment).
 - iii. Emergency operation: If some functions of the equipment can be operated while other functions are disabled, give instructions for operations under these conditions. Include here only those alternate methods of operations (from normal) which the operator can follow when there is a partial failure or malfunctioning of components, or other unusual condition.
 - iv. Shutdown procedure: Include instructions for stopping and securing the equipment after operation. If a particular sequence is required, give step-by-step instructions in that order.
 4. O&M and installation instructions that were shipped with the unit.
 5. Preventative and corrective maintenance, with service procedures and schedules:
 - i. Provide a schedule for preventive maintenance in a printed format and an electronic format compatible with District's system. State, preferably in tabular form, the recommended frequency of performance for each preventive maintenance task, cleaning, inspection and scheduled overhauls.
 - ii. Cleaning: Provide instructions and schedules for all routine cleaning and inspection with recommended lubricants.
 - iii. Inspection: If periodic inspection of equipment is required for operation, cleaning or other reasons, indicate the items to be

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- iv. inspected and give the inspection criteria for: motors; controls; filters and any other maintenance items.
- iv. Provide instructions for minor repairs or adjustments required for preventive maintenance routines. Identify test points and give values for each. Include sensor calibration requirements and methods by sensor type.
- v. Corrective maintenance instructions shall be predicated upon a logical effect-to-cause troubleshooting philosophy and a rapid replacement procedure to minimize equipment downtime.
- vi. Troubleshooting: Troubleshooting tables, charts, or diagrams shall be used to present specified procedures. A guide to this type shall be a three-column chart. The columns shall be titled: malfunction, probable cause and recommended action.
- vii. Repair and Replacement: Indicate repair and replacement procedures most likely to be required in the maintenance of the equipment.
- viii. A list of recommended spare parts with a price list and a list of spare parts provided under this Contract.
- ix. Outline, cross-section, and assembly drawings; engineering data; and electrical diagrams, including elementary diagrams, labeled wiring diagrams, connection diagrams, word description of wiring diagrams and interconnection diagram
- 6. Safety Precautions: This subsection shall comprise a listing of safety precautions and instructions to be followed before, during and after making repairs, adjustments or routine maintenance.
- 7. Manufacturers' brochures (including controls): Manufacturers' descriptive literature covering devices and equipment used in the system, together with illustrations, exploded views and renewal parts lists. Manufacturers' standard brochures and parts list shall be corrected so that information applying to the actual installed equipment is clearly defined.
- 8. Supply any special tools required to service or maintain the equipment.
- 9. Performance data, ratings and curves.
- 10. Warranty and guarantee, which clearly lists conditions to be maintained to keep warranty in effect and conditions that would affect the validity of the warranty.
- 11. Any service contracts issued.
- (4) Supplemental Data. Prepare written text and/or special drawings to provide necessary information, where manufacturer's standard printed data is not available and information is necessary for a proper understanding and operation and maintenance of equipment or systems, or where it is necessary to provide additional information to supplement data included in the manual or project documents.
- (5) Control Diagrams/Drawings. Include the as-built control diagrams/drawings for the piece of equipment and its components, including full points list, full print out of all schedules and set points after testing and acceptance of the system, and copies of all checkout tests and calibrations performed by the Design-Build Entity (not commissioning tests).
- (6) Specifications. This section is comprised of the component or system specification section copied and inserted complete with all addenda.

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- (7) System Description. This section shall include the individual equipment portion of the overall system Design Basis Narrative.
3. Electronic Media Format: Electronic media format shall be Adobe pdf, with chapter markers and/or bookmarks inserted in place of the equivalent hard copy section tabs. Electronic copy shall include all tables, charts, drawings, codes and all other matters reflected in hard copies. Electronic media files shall be delivered on a unique DVD.
4. A separate manual or chapter shall be provided for each applicable system as follows where applicable:
- (a) Chillers
 - (b) Cooling Towers
 - (c) Boilers
 - (d) Pumps
 - (e) Air Handling Units (include sequence of operation, one line diagram and area served in a plastic pouch for mounting on equipment or in equipment room)
 - (f) Exhaust Fans
 - (g) Supply Air Fans (excluding Air Handling Units)
 - (h) Plumbing and Drainage Systems/Equipment
 - (i) Emergency Generator Systems
 - (j) UPS
 - (k) Fire Protection Systems
 - (l) Fire Alarm System
 - (m) Valves and Pipe Specialties (include valve identification chart)
 - (n) Variable Frequency Drives (VFD)
 - (o) Smoke Control Systems
 - (p) Water Treatment System
 - (q) Elevator Systems
 - (r) Lighting Systems and Controls (interior, exterior and airfield)
 - (s) Switchgear, Transformers, Panel boards, Motor Control Centers and Motor Starters
 - (t) Lightning Protection and Surge Suppression Systems
 - (u) Public Address, Closed Circuit TV, Communication and Telephone Systems
 - (v) Security System
 - (w) Building Management/Temperature Control System (BMS)
 - (x) Fuel System
 - (y) Doors and Hardware.
 - (z) Power monitoring systems
 - (aa) HVAC, Testing Adjusting, and Balancing

1.7 COMPUTER PROGRAMS

- A. When any equipment requires operation by computer programs, submit copy of program on appropriate CD or USB, plus a hard-copy and an electronic copy (Adobe .PDF format) of all user manuals and guides for operating the programs and making changes in the programs for upgrading and expanding the databases. Program shall be Windows 7 or Apple compatible as directed by District. Provide required no less than three licenses to District at no additional cost.

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1.8 DISTRICT'S RECOURSE

- A. If Design-Build Entity is not able to provide project record documents in specified formats, District and Design-Build Entity shall negotiate a credit back to the District for this work for no less than what is defined in the schedule of values approved by the District.

PART 2 PRODUCTS – NOT USED

PART 3 EXECUTION

3.1 RECORDING

Post changes and modifications to the Contract Documents as they occur. Do not wait until the end of the Project. District may periodically review Project Record Documents to assure compliance with this requirement. Construction Manager and IOR will review these as a condition of monthly payment.

3.2 SUBMITTAL

- A. At completion of Project, deliver Project Record Documents to District, per Document 01 32 19 Submittal Procedures.
- B. Accompany submittal with transmittal letter containing:
 - 1. Date
 - 2. Project title and number
 - 3. Design-Build Entity's name and address
 - 4. Number and title of each Project Record Document
 - 5. Certification that each document as submitted is complete and accurate, and signature of Design-Build Entity or Design-Build Entity's authorized representative.

END OF DOCUMENT