

ADDENDUM No. 1

to the

DESIGN-BUILD REQUEST FOR PROPOSALS AND PROJECT MANUAL

for

COUNTY OF VENTURA

TODD ROAD JAIL HEALTH AND PROGRAMMING UNIT

project number: 13401

date: May 15, 2018

The following changes, additions, or deletions shall be made to the Request for Proposal documents as listed. All other conditions shall remain the same. Acknowledgement of this Addendum is required on Document 004200 Proposal Form.

I. REVISIONS TO DIVISION 00 – PROCUREMENT AND CONTRACTING REQUIREMENTS

A. Document 001119 Request for Proposals

Delete the Document 001119 issued with the RFP, in it's entirety, and replace with the revised Addendum No. 1 Document 001119 attached herein.

[Changes include revisions to Item 2.2, B discussing confidential meetings procedures and Item 3.2, F, 2 priority of listed Additive Enhancements]

B. Document 001200 Evaluation of Proposals

Delete the Document 001200 issued with the RFP, in it's entirety, and replace with the revised Addendum No. 1 Document 001200 attached herein.

[Changes include revisions to Item 1.3, B, 3 discussing method of scoring for evaluation factor III including redistribution of points for each sub factor and revising the evaluation for Voluntary Enhancements]

C. Document 004200 Proposal Form

Delete the Document 004200 issued with the RFP, in it's entirety, and replace with the revised Addendum No. 1 Document 004200 attached herein.

[Changes include revisions to Item 1.5, B by clarifying Part II and adding a new Part III]

II. REVISIONS TO DIVISION 01 – GENERAL REQUIREMENTS

A. Section 014200 References and Definitions

Delete the Section 014200 issued with the RFP, in it's entirety, and replace with the revised Addendum No. 1 Document 014200 attached herein.

[No changes to text in the document. Previously issued Section included Agency revision comments. This revised section removes those comments]

B. Section 017700 Closeout Procedures

Delete the Document 017700 issued with the RFP, in it's entirety, and replace with the revised Addendum No. 1 Document 017700 attached herein.

[No changes to text in the document. Previously issued Section included Agency revision comments. This revised section removes those comments]

III. REVISIONS TO BRIDGING DOCUMENT – VOLUME 1

A. No Revisions

IV. REVISIONS TO BRIDGING DOCUMENT – VOLUME 2

A. No Revisions

VII. List of Attachments

- A. Addendum No. 1 Document 001119 Request for Proposals
- B. Addendum No. 1 Document 001200 Evaluation of Proposals
- C. Addendum No. 1 Document 004200 Proposal Form
- D. Addendum No. 1 Section 014200 References and Definitions
- E. Addendum No. 1 Section 017700 Closeout Procedures

DOCUMENT 001119

REQUEST FOR PROPOSALS

ARTICLE 1 – INTRODUCTION

1.1 RECEIPT OF PROPOSALS

- A. Agency shall receive sealed Proposals at the following address on July 12, 2018 no later than 2:00 PM.

Ventura County Hall of Administration
Public Works Agency
Engineering Services Department
800 S. Victoria Ave
Ventura, CA 93009-1670

- B. Agency will time-stamp all Proposal envelopes to reflect their submittal time. Agency may reject all Proposals received after the specified time and will return such Proposals to the Design-Proposers unopened.
- C. Proposers are hereby notified that the U.S. Postal Service does not deliver parcels directly to the Public Works Agency. If a Proposer is delivering its Proposal via U.S. Postal Service, or other carrier, additional time will need to be allotted, as delays could result in the rejection of a Proposal.
- D. Proposers are notified that this Project is subject to the requirements of Division 2, Part 7, Chapter 1 of the Labor Code (Public Works), and the requirements of Title 8, Division 1, Chapter 8, Subchapter 4.5 of California Code of Regulations (Compliance Monitoring and Enforcement by Department of Industrial Relations), including the obligation to furnish certified payroll records directly to the Labor Commissioner in accordance with 8 CCR 16461.

1.2 PROPOSAL REQUIREMENTS

- A. This Document sets forward terms and conditions for development, preparation and receipt of the Proposals for the Project.
- B. Each Proposer must submit its Proposal in accordance with this Document.
- C. Only the Proposers who were pre-qualified pursuant to the Agency Prequalification Process for Design-Build Entities, issued on January 18, 2018, are eligible to submit Proposals.
- D. The maximum budget for the total design and construction of the Project, inclusive of all Work, is \$51,000,000 ("Stipulated Sum"). Any Proposal with base Project pricing in excess of this Stipulated Sum will be considered non-responsive and will not be considered.
- E. If a Proposer determines that the Project cannot be designed and constructed to achieve the performance objectives described in the Specifications and Bridging Documents, within the Stipulated Sum, the Proposer shall, with its Proposal (see paragraph 4.1 A. below), notify Agency regarding the following options:
1. Propose a design that is within the Stipulated Sum but shall not achieve all performance criteria. In this option, the Proposer shall list what criteria cannot be

achieved as part of its Proposal. The list shall be presented in two parts: 1) all items that are absolutely not provided, and 2) any items that are provided but at a significantly lower performance level than requested. Agency will evaluate the Proposal as submitted; **OR**

2. Withdraw from the proposal competition.

1.3 BRIDGING DOCUMENTS

- A. Bridging Documents describe the minimum mandatory scope and needs of the Project and are referenced in Document 000201.

1.4 CRITICAL SUCCESS FACTORS

- A. Critical Success Factors ("CSF") are the issues that the Agency feels are essential to the success of this Project, and are the core essence of the Proposer's responsibility. It is essential that the Proposer be responsive to the CSF and use the CSF as a guide in both the development of the response to the RFP, and in the design and construction of the requirements of the Todd Road Jail Health and Programming Unit ("TRJHPU") Design-Build Package. All Proposals will be reviewed and evaluated in light of the Critical Success Factors.
 1. Work must be complete, and the TRJHPU must be fully operational and ready to be staffed and occupied, by December 31, 2020
 2. Ventura County's Sheriff's Office and other stakeholders have been integrally involved in developing the bridging documents for the project. The Design-Build Entity shall be expected to exhibit and foster ongoing teamwork and collaboration with this project team in every aspect of the effort to complete the project design, construction, start-up and testing, commissioning, transition, completion and activation.
 3. The Design-Build-Entity shall be expected to comply with requirements of County Contracts with the State of California for Grant funding, including but not limited to successful reviews approvals and inspections of the Project from design through occupancy. Such documents include the Project Delivery and Construction Agreement between County and the State of California ("PDCA") and the Jail Construction Agreement ("JCSA" or "BSCC Agreement") between the County and the Board of State and Community Corrections ("BSCC").
 4. The Design-Build Entity shall be expected to:
 - a) Fulfill all obligations of "Contractor" under the PDCA and BSCC Agreements;
 - b) Comply with the requirements of all Federal, State, County, and other authorities having jurisdiction regulations for required reviews, approvals, permits, construction, inspection, and record keeping;
 - c) Create a Project that is energy efficient and uses sustainable design elements and construction practices and minimizes life-cycle costs;
 - d) Utilize the full capabilities of BIM to maximize the accuracy and efficiency of the design process, quality of construction and to facilitate transition to facility maintenance and a computerized maintenance management system;
 - e) Thoroughly start-up and test and commission new systems to ensure efficient and reliable operation and compliance with performance requirements established in the Bridging Documents; and
 - f) Systematically furnish all required warranties, operation and maintenance manuals, and record documents and successfully transition and train facility staff, closing out the Project with no defects.

- B. The CSF are the minimum standards that must be implemented under this TRJHPU Project. Proposers may also include Enhancements in their Proposals. All enhancements must be of high quality, add significant value, provide benefit to Agency and be above and beyond the minimum requirements established in the RFP.
 - 1. The Bridging Documents represent the minimum requirement of the TRJHPU Project and an item will not be considered an Enhancement if it is utilized to meet an "or equal" requirement.
 - 2. Agency retains the right to decline any Enhancements.

1.5 CONDITIONAL AWARD

- A. Notwithstanding any other provision of this Document or any other Proposal Document, any Contract award by Agency is conditioned on, and subject to, receipt of all required approvals from the California Department of Finance ("DOF"). Agency shall have no obligation under Contract Documents, including without limitation any obligation to pay any portion of Contract Sum, unless and until DOF provides all required consents.

ARTICLE 2 – PROPOSAL DEVELOPMENT

2.1 CONTACT INFORMATION

- A. Mailing and street address of Agency for general correspondence:

ATTN: Matt Ehret, Project Director
County of Ventura
Public Works Agency
800 S. Victoria Ave
Ventura, CA 93009-1670

E-mail: Matthew.Ehret@ventura.org

- B. Questions, e-mail and other correspondence regarding Proposals may be sent to the Agency at the address above, or emailed to the following:

E-mail: PWA_vctrjhpu@ventura.org

2.2 PRE-PROPOSAL SITE VISIT, AND CONFIDENTIAL MEETINGS

- A. Pre-Proposal Site Visits will be conducted from May 8, 2018 thru May 10, 2018 at Todd Road Jail. The Agency will conduct site visits separately with each Proposer. Site Visits will begin at 9:00 AM with a Question & Answer session followed by a tour of the facility.
- B. Agency will make itself available for one confidential meeting with each Proposer during the Proposal development period, starting June 5, 2018 thru June 7, 2018 at TRJ from 9:00 AM – 12:00 PM. Meeting agendas are to be prepared by the Proposers and sent to Agency a minimum of 5 days in advance of the meeting date to ensure the proper consultants and stakeholders are available for the meeting. The meetings should be organized so that they do not exceed three (3) hours in duration. A Proposer may defer any meeting at its discretion. Agency will use reasonable efforts to preserve the confidentiality of all discussions, and documents discussed, during these separate meetings, along with any competitive advantage(s) associate therewith at least until Proposals are submitted and as otherwise permitted by law.

Agency will also make itself available for one additional confidential meeting during the week of May 21, 2018 thru May 25, 2018. Times, dates, and location to be determined.

- C. Proposers shall not rely upon oral statements; nor shall oral statements be binding or legally effective.

2.3 ADDENDA

- A. Proposers must direct to Agency all questions about the meaning or intent of this Document 001119 (Request for Proposal) and other Proposal Documents. Proposers must submit their questions by e-mail. Agency will issue by formal written Addenda interpretations or clarifications it considers necessary in response to such questions.
- B. Agency will send by e-mail Addenda to each of the pre-qualified Proposers to the address supplied to Agency by each of them. Agency will not respond to questions received after June 20, 2018. Only questions answered by formal written Addenda shall be binding. Other interpretations or clarifications will be without legal effect.
- C. Agency may issue Addenda to modify the Proposal Documents of it's own accord.
- D. Addenda shall be acknowledged in Proposal Form by number and shall be part of the Contract Documents. Proposers may obtain a complete listing of Addenda from Agency.

2.4 OTHER REQUIREMENTS PRIOR TO PROPOSING

- A. Submission of a Proposal signifies the Proposer's careful examination of Proposal Documents and complete understanding of the nature, extent and location of Work to be performed.
- B. Proposer must complete the required investigations described in Document 007253 (General Conditions), Article 3, as a condition to submitting a Proposal, and submission of Proposal shall constitute the Proposer's express representation to Agency that Proposer has fully completed these required investigations.

ARTICLE 3 – CONTENT OF PROPOSALS

3.1 GENERAL PROPOSAL SUBMISSION - CONTENTS

- A. Each Proposer shall submit its Proposal to the Agency as indicated in Article 1 above.
- B. Each Proposer shall submit proposals neatly organized in three (3) ring ("D-ring" type) binders with the appropriate table of contents and tabs/dividers for:
 - 1. One (1) complete original TRJHPU Project Proposal with original signatures and all required deliverables. Separate from the copies and clearly marked as "ORIGINAL"
 - 2. Six (6) copies of the TRJHPU Project Proposal and all required deliverables.
 - 3. Written text: 8 ½" x 11" sheets of paper organized in three (3) ring binders.
 - 4. Drawings: ½ size standard edge bound and stapled.
 - 5. Three (3) thumb drives with a complete electronic copy of the TRJHPU Project Proposal and all required deliverables.
- C. Proposers shall submit their Proposals and all deliverables in a manner that is structured for easy and definitive evaluation.
- D. Proposals shall be deemed to include any written responses of a Proposer to any questions or requests for information of Agency made as part of the Proposal evaluation process after submission of the Proposal.
- E. The Proposal must contain the following, fully completed (and where applicable, executed) documents:
 - 1. Document 004200 (Proposal Form).

- a) The Proposal Form must be completed as indicated therein. Proposers must provide information for all items, including Additive Enhancements (Schedule 1-A), Voluntary Enhancements (Schedule 1-B), and hourly rates for architects and engineers for changes in Contract Amounts (Schedule V). Information regarding Voluntary Enhancements must either be included in Proposer's Technical Proposal Submission or attached to Proposal Form.
2. Proposal Security.
 - a) Proposers 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 10% of the Total Base Project Plus Enhancements Price as indicated on the Proposal Form Document 004200.
 - b) Corporate surety bonds must be in form of Document 004316 (Bond Accompanying Proposal).
 - c) Agency will reject as non-responsive any Proposal submitted without the necessary Proposal security. Agency may retain all Proposal securities and Proposal bonds until the later of 60 days after Proposal opening or execution of the Contract and deposit of all necessary bonds and other items, at which time Agency shall return the Proposal securities and Proposal bonds of any non-defaulting Proposer.
3. Document 004330 (Subcontractors List), identifying all Subcontractors who will participate in the Contract which are known as of the Proposal date (in accordance with Public Contract Code §22166(a)).
4. Document 004516 (Design-Build Entity Certifications), signed and completed (and including any appendices) as indicated therein.
5. Document 004520 (Non-Collusion Declaration), subscribed and sworn before a notary public. No Proposer may make or file or be interested in more than one Proposal for the same supplies, services or both.
6. Document 004530 (Iran Contracting Act Certifications), signed and completed as indicated therein.
7. Letter from Surety. A letter from a surety duly licensed to do business in the State of California, having a financial rating from A. M. Best Company of A-, VII or better, confirming that surety has agreed to provide Design-Build Entity with performance and payment bonds in accordance with the requirements set forth in the Contract Documents 006113 (Construction Performance Bond) and 006116 (Construction Labor and Material Payment Bond), with minimum penal sums in the amounts set forth therein.
8. Letter from Insurer. A letter from an insurance underwriter, having a financial rating identified in Document 007253 (Supplementary Conditions – Insurance and Indemnification), confirming that the insurer will provide the coverages and amounts required for Design-Build Entity specified in the Contract Documents.
9. Material Changes List. If Proposer is unable to certify in Document 004516 that all information it submitted to Agency in connection with the Pre-Qualification Process remains true and correct in all material respects as of the date of submitting its Proposal, a list of all such changes ("Material Changes List"), accompanied by the

same types of information that Proposer was required to submit for as part of the Pre-Qualification Process.

10. Technical Proposal Submission, containing the following items, as further described or referenced in paragraph 3.2 below:
 - a) Proposed Staffing.
 - b) Proposed Design And Design Approach;
 - c) Life-Cycle Costs.
 - d) Draft Project Management Plan.
 - e) Preliminary Baseline Design/Construction Schedule
 - f) Enhancements; Additive and Voluntary.
 - g) Skilled Labor Force Ability.
 - h) Acceptable Safety Record.

3.2 TECHNICAL PROPOSAL SUBMISSION

A. Proposed Staffing

1. Submit a list of the proposed staffing for the Project; the listing shall include all key team personnel previously approved in the Pre-Qualification Process ("Key Personnel") and such others as Agency may request before Proposal date. Substitutions will not be permitted without prior approval of the Agency. Additional staff required but not part of the Pre-Qualification Process may be added.

B. Proposed Design And Design Approach

1. General: Prepare written documents listed below to depict the Proposer's design in response to the Agency's requirements. The submittal requirements listed below are minimum requirements. Proposer may submit additional materials in their TRJHPU Proposal. Additional materials submitted by the Proposer may or may not be reviewed by the Agency at the Agency's sole discretion. Internet links to websites are not permitted. Design narrative may include diagrams, graphic illustrations, conceptual sketches and ideas, exhibits, and photographic images on 8 ½" x 11" Format. (Site plans, conceptual floor plans, grading plans, etc. to be scaled to fit standard drawing sheet size (30" x 42") with ½ size sheets required for submittal).
2. Building Program Report: Spreadsheet format indicating all proposed program spaces with both net and gross square footages as compared to the required building program and gross square footages of the Project. Deviations from the required building program gross square footages are to be clearly highlighted. Additions to the Agency's issued Specifications are to be clearly noted. 8 ½" x 11" Format
3. Prepare conceptual design plans that illustrate the design intent for the TRJHPU Project
 - a) Site Plan: Overall site plan including the size and locations of the proposed elements, and all landscape, and hardscape (including parking), integration with existing facilities, access and security. Provide conceptual drawings to assure visual unity between areas all site components and building forms.
 - b) Conceptual Floor Plans: 1/16" = 1'-0" Scale (minimum) overall plans of the proposed building elements.
 - c) Enlarged Cell Plans: Large scale plans of each type of cell with all furnishings and equipment included.
4. Technical Approach Plans for the TRJHPU Facility and Site including backup documentation as appropriate, to identify the proposed types, integration, and

operations of systems for the facility illustrating the best value for the Agency. Technical approach plans shall include:

- a) Narrative(s) detailing the basic approach.
- b) Conceptual layout(s) of building systems.
- c) Proposed systems including a description of types, efficiencies, quantities and capacities.
- d) Approach to maintaining and servicing proposed systems.
- e) Narrative(s) outlining the proven track record(s) of the proposed systems and vendors including tried and tested processes, systems and capabilities.

5. On- and Off-Site Civil and Utilities Systems.

- a) Provide a narrative description and where applicable, conceptual drawings of the proposed civil engineering design and approach, including the proposed unique design features, conformance with the Contractor's Storm Water Pollution Prevention Plan, sustainability features and energy conservation for the best value for the Agency.

6. Provide a conceptual Grading Plan, including a narrative and backup documentation as appropriate, to address the approach and sequence of grading activities. Include approach to efficiently design and install building pads.

7. Prepare conceptual Site Utility Plans with points of connection including: Sanitary Sewer, Domestic and Fire Water, Storm Drain, Gas and Electrical services.

C. Life Cycle Costs

1. Submit a Life-Cycle Cost (LCC) analysis of proposed systems describing the Proposer's approach for evaluating alternatives and developing cost effective designs, systems and components as part of sustainable design. Life-cycle benefit analyses shall be shown as present value amounts using a 5.5% discount rate, 30 year life-cycle period, 3% energy costs escalation rate, 3% personnel/staff escalation rate and 2% maintenance cost escalation rate. Proposer's LCC analysis should take into account its proposed Base Project Plus Enhancements Price shown in Document 004200 Proposal Form.

D. Draft Project Management Plan

Submit a draft Project Management Plan that addresses all the following: (in no particular order):

1. Communication Plan, including:
 - a) Proposer's Organization and Lines of Communication.
 - b) Electronic Communications, including requirements for a Site Project website (to be provided by Design-Build Entity).
 - c) Meetings and Conferences Plan.
2. Contract Administration and Procedures Plan.
3. Collaboration and Coordination Plan.
4. Quality Assurance / Quality Control Plan.
5. Construction Traffic Management Plan.
6. Storm Water Pollution Prevention Plan.
7. Systems/Design Confirmation Plan.
8. "For Construction" Document Development Plan.
9. Waste Management Plan.
10. Safety Plan
11. Commissioning Plan.
12. Record Documents Plan.
13. Scheduling Plan.
14. Monthly Report.
15. Conflict Resolution Plan.

16. BIM Execution Plan.
17. Transition and Close-out Plan.

E. Preliminary Baseline Design/Construction Schedule

1. Submit a preliminary baseline design/construction schedule to complete the Work, incorporating critical milestones and events known or understood by the Proposer. The schedule shall represent the Proposer's intended plan for completing the Work within the contract time, and comply with Section 013200 Progress Schedules and Reports paragraph 2.3 C.
2. The preliminary schedule shall include a Key Personnel staffing schedule, indicating all periods when each of the Key Personnel (as defined in paragraph 3.2 A. above) are anticipated to be committed to working on the Project, and other information in Section 013200 paragraph 3.2 C.3.
3. In developing the Preliminary Baseline Design/Construction Schedule the Project Proposer should consider activities, logic, durations, and milestones related to the following:
 - a) Systems/Design Confirmation: Systems/design completion/confirmation; review and approval by BSCC and State Fire Marshal in addition to all Authorities Having Jurisdiction of design activities for each project component as necessary to document Design-Build Entity's specific approach to meet the design guidelines and performance requirements required by Bridging Documents, and as required to construct the TRJHPU Project including, but not limited to:
 - i) On and off-site utilities.
 - ii) Site grading and geotechnical requirements.
 - iii) Facility design and construction.
 - b) TRJHPU Stakeholder Reviews: Proposed review and confirmation activities and durations for TRJHPU stakeholder team during program confirmation, systems confirmation, design, construction, submittal review, start-up and testing, commissioning, and project close-out. Stakeholder may include, but are not limited to:
 - i) Ventura County Sheriff's Office
 - ii) Ventura County General Services Agency (facility maintenance)
 - iii) Ventura County Public Works Agency
 - c) Regulatory Agency Reviews: Proposed review and approval activities and durations during design, construction, commissioning, and project close-out including, but not limited to:
 - i) Board of State and Community Corrections (BSCC)
 - ii) California State Fire Marshal (SFM)
 - iii) Ventura County Resource Management Agency (RMA)
 - iv) Ventura County Fire Department
 - v) Ventura County Public Works Agency
 - vi) All additional Authorities Having Jurisdiction.
 - d) Not used
 - e) In planning the project activities, durations, and milestones, the Proposer shall consider the following:
 - i) Review and approvals periods required by federal, state, county and other authorities having jurisdiction, regulatory review and approvals.

- ii) Assume a minimum of 10 working days turn-around time for TRJHPU Stakeholder reviews of major submittals including submittals required by regulatory agencies.
 - iii) Include strategies to support phased turnover of facilities to accommodate TRJHPU use prior to overall project completion. This phased turn-over would not include inmate occupancy but would support installation of FF&E, staff training, etc.
 - iv) Include requirements for building commissioning.
- F. Enhancements; Additive and Voluntary:
 - 1. An Enhancement is a demonstrated benefit to the Project that is beyond the minimum requirements established in the RFP. The Project includes two (2) different types of Enhancements; Additive and Voluntary.
 - 2. Additive Enhancements, as defined by the Agency, are the following: (ranked in order of priority with weighted factor shown in [x])
 - a) Provide Fully Operable Sliding Doors at Entrance to Day Rooms. [5]
 - b) Upgrade existing security electronic controls in all current housing units to match the new system installed in TRJHPU. [4]
 - c) Accelerate Project Completion by 60 days. [2]
 - d) Provide two (2) year warranty in lieu of one (1) year. [1]
 - e) Provide a water treatment/softening system for entire facility. [1]
 - 3. Voluntary Enhancements are presented by Proposers as items that could improve the Project
 - 4. For each Voluntary Enhancement, submit the following:
 - a) A unique enhancement identification number (to be used in Proposal Form Schedule 1-B);
 - b) A narrative description of the enhancement;
 - c) A list/description of benefits to the Agency;
 - d) Affected Specification/Bridging Documents section references and changes (if applicable);
 - e) New performance criteria (if applicable);
 - f) New concept drawings (if applicable);
 - g) A comparison between the original Specification/Bridging Documents requirements and the proposed Enhancement; and
 - h) Cost benefit analysis (if applicable).
 - 5. For each Enhancement (Additive and Voluntary), Proposers must indicate in Proposal Form Schedules 1-A and 1-B whether or not the Enhancement is included within the Base Project Plus Enhancement Price. Price must be shown for all listed enhancements, even for Enhancements that are included in the Proposer's Base Project Plus Enhancements Price.
- G. Ability to Provide Skilled Labor:
 - 1. All information required to establish Evaluation Factor # VII, Skilled Labor Force Availability
- H. Acceptable Safety Record:
 - 1. All information required to establish Evaluation Factor # VIII, Acceptable Safety Record.

3.3 PROPOSAL GUIDE

- A. Except as set forth herein, all abbreviations and definition of terms used in these instructions are set forth in Document 007253 (General Conditions) or Section 014200 (References and Definitions).
- B. The certification of the Stipulated Sum must be without any conditions and/or alterations and/or exceptions (other than as provided in paragraph 1.2 E. above).
- C. Design-Build Agreement administration refinements, conditions regarding price escalation, Contract language modifications, value engineering to attain Agency's budget, additional allowances that limit the extent of work, modifications to RFP documents that reduce the RFP requirements or scope of work, and/or infer pre-approval of substitutions etc., or any other conditions, clarifications that reduce the requirements and/or infer a pre-approval of a change to the requirements or a conditional acceptance of the TRJHPU Project Proposal will not be allowed and may be the basis for considering the TRJHPU Project Proposal to be non-responsive at the sole discretion of the Agency. Such issues may, as appropriate, be raised prior to submission of proposals and addressed through Addenda.
- D. Substitutions: It is the intent of the Agency to utilize the creative expertise of the Proposers. The requirements of the Contract Documents establish the design intent, level of quality and utility and special requirements. Proposers may propose, as Voluntary Enhancements, alternate materials, methods, and means to achieve the required results. However, the burden of compliance with the intent of Bridging Documents remains with the Proposer.
- E. The evaluation of the Proposals during the selection phase is not intended to be final judgment on the validity or acceptability of alternate solutions.
- F. Proposals for substitutions must be made in conformance with the Contract Documents and be made on a system-wide basis such that the Agency is not asked to piecemeal its review of individual elements of a system. The Agency will reasonably cooperate in considering and reviewing substitutions and/or modifications. The Agency is not required, however, to approve substitutions and/or modifications that would change or reduce the performance standards, intended use, and/or value of the Work.
- G. The acceptance of, and/or the issuance of a stipend in connection with the TRJHPU Project Proposal, does not constitute acceptance by the Agency that any or all of the proposed elements are in conformance with the Contract Documents.
- H. The Proposer is responsible for foreseeable site conditions and hazardous materials to the extent described in the Proposal Documents and/or that could be reasonably inferred by the Proposers based on their experience and expertise on similar projects.
- I. Proposers are required to perform their own site investigations.

ARTICLE 4 – STIPEND

4.1 GENERAL

- A. The pre-qualified Design Build Entities will be asked to submit Proposals, and, if award is to be made, it will be based on the Proposal which provides Best Value within the Stipulated Sum.

- B. Upon request pursuant to paragraph B below, pre-qualified Proposers who are not awarded the Contract will receive a stipend of \$50,000 for their participation in the Proposal process in consideration for and provided that:
 - 1. The Proposer agrees not to protest the award of the Contract to a different pre-qualified Proposer;
 - 2. The Proposer agrees to and accepts the terms and conditions set forth in Article 6 below;
 - 3. The Proposer submitted a responsive Proposal (including without limitation not withdrawing from the competition as provided in paragraph 1.2 E. above), and, if one was requested, submitted a responsive best and final Proposal.
- C. Eligible Proposers must request a stipend payment by submitting an invoice to the Agency within 90 calendar days from the date of Contract award. Submission of said invoice constitutes acceptance of the terms and conditions referenced in paragraph A above.

ARTICLE 5 – AWARD

5.1 NOTICE OF INTENT TO AWARD

- A. If the Contract is to be awarded, it will be awarded based on the Proposal which provides best value within the Stipulated Sum. Agency will notify the responsive Proposer whose Proposal is determined to provide the best value to the public. Agency shall issue a Notice of Intent to Award and provide a copy of the Notice to all finalist Proposers who submitted Proposals and all parties who requested that the Agency provide such notice. The Notice shall identify the Proposer recommended for award.

5.2 AWARD OF CONTRACT

- A. Upon completion of Agency's evaluation of all Proposals, including without limitation all required action by the Agency's Board of Supervisors, Agency shall issue Document a Notice of Conditional Award, which shall identify the next-two highest ranked Proposers.
- B. The Notice of Conditional Award shall, among other things, identify which Additive and Voluntary Enhancements (if any) will be included in Work at time of award. All other Enhancements will become Alternates, each of which will be subject to acceptance by Agency at the respective prices, and until the respective dates (each, a "Agency Decision Point Date"), specified in the successful Proposer's final Proposal.

5.3 POST-NOTICE OF CONDITIONAL AWARD REQUIREMENTS

- A. After Notice of Conditional Award, the successful Design-Build Entity must submit the documents listed in items 1 and 4 below no later than 2:00 p.m. on the date that is fifteen (15) business days after issuance of Notice of Conditional Award, and the remaining documents listed below no later than 2:00 p.m. on the date that is seven (7) days after receipt of all required consents from the DOF (see paragraph 1.5 above). Execution of the Contract is dependent upon approval of these documents:
 - 1. Document 005200 (Agreement): To be executed by the successful Design-Build Entity. Submit two (2) copies, each bearing all required original signatures.

2. Document 006113 (Construction Performance Bond): To be executed by successful Design-Build Entity and surety, in the amount set forth in the Document. Submit two (2) copies, each bearing all required original signatures.
3. Document 006116 (Construction Labor and Material Payment Bond): To be executed by successful Design-Build Entity and surety, in the amount set forth in Document. Submit two (2) copies, each bearing all required original signatures.
4. Document 006536 (Guaranty): To be executed by successful Design-Build Entity, in the form set forth in the Document. Submit seven (2) copies, each bearing all required original signatures.
5. Insurance forms, documents, certificates and endorsements required by Document 007316 (Insurance). Submit one (1) copy, each bearing all required original signatures.
6. Any other document specified in Document 005100 (Notice of Conditional Award).

5.4 FAILURE TO EXECUTE AND DELIVER DOCUMENTS

- A. If the Design-Build Entity to whom the Contract is awarded fails or neglects to execute and deliver all required Contract Documents including bonds, insurance certificates and other documents, as required in paragraph 5.3 above, Agency 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 into the Contract Documents. Design-Build Entity agrees that calculating the damages Agency 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 Agency's damages.

5.5 RIGHT TO REJECT PROPOSALS

- A. Agency may reject any and all Proposals and waive any informalities or minor irregularities in the Proposals at its sole discretion. Agency also reserves the right, in its discretion, to reject any or all Proposals and to re-issue a new Request for Proposals for the Project. Agency 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 Proposer if Agency believes that it would not be in the best interest of the Agency to make an award to that Proposed, whether because the Proposal is not responsive or the Proposer is unqualified or of doubtful financial ability or fails to meet any other pertinent standard or criteria established by Agency. Agency also reserves the right to waive informalities, inconsequential deviations or minor irregularities not involving price, time or changes in the Work, 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.

ARTICLE 6 – GENERAL REQUIREMENTS

6.1 PROPOSAL WORK PRODUCT

- A. Proposer grants Agency a royalty-free nonexclusive and irrevocable right to reproduce, publish, or otherwise use, and authorize others related to Agency to use the Proposal and all materials, including original design work, documents and other submissions and concepts discussed or submitted by Proposer in response to this Request for Proposals ("Proposal-Work-Product") for government purposes, including the Project. Proposer may retain copies of the Proposal-Work-Product.

6.2 PUBLIC RECORDS ACT REQUESTS

- A. Pursuant to the California Public Records Act, Government Code section 6250 et seq., ("CPRA") Agency may make Proposals (to the extent opened), all correspondence and written questions submitted during the Proposal period, all Proposal submissions, and all subsequent Proposal evaluation information available to the public. Any submissions not opened will remain sealed and eventually be returned to the submitter. Except as required by law, Agency will not disclose trade secrets or proprietary financial information submitted that has been designated confidential by the Proposer. Any such trade secrets or proprietary financial information that a Proposer believes should be exempted from disclosure shall be specifically identified and marked as such. Blanket-type identification shall not be permitted and shall be invalid. The specific information and text must be clearly identified as such in a manner that facilitates redaction in compliance with the California Public Records Act, for example by style of text or brackets, where necessary.
- B. Agency will notify the Proposer involved at least fourteen days before it makes available for inspection or provides copies of any information designated under paragraph A above to any member of the public. "Member of the public" does not include the PDCA and BSCC and does not include any government agency that agrees to keep the information confidential. Proposer shall timely identify any of the information that it requests the Agency redact or otherwise refuse to disclose and the grounds for asserting the applicable exemption(s) from disclosure under the CPRA. If Agency accedes to Proposer's request to withhold, Proposer shall, upon notice by Agency, defend Agency's refusal to produce the information in any action under the CPRA and indemnify it against any award of attorney fees in such action. If Agency denies Proposer's request to withhold, Agency will not disclose the information for one week after it gives Proposer notice of such denial, in order to allow Proposer an opportunity to file a "reverse-PRA" action.

END OF DOCUMENT

DOCUMENT 001200

EVALUATION OF PROPOSALS**ARTICLE 1 – INTRODUCTION****1.1 INTRODUCTION**

- A. Agency intends to evaluate proposals and award the contract without having discussions with Proposers. Therefore, the Proposer's initial proposals should contain their best terms. However, the Agency reserves the right to request a best and final offer Proposal after receipt of initial proposals.
- B. All responsive proposals will be evaluated to determine which one provides the "best value" to the public.

1.2 PROPOSAL RECEIPT

- A. Agency shall date and time stamp Proposals on receipt. Proposals will not be opened publicly, but may become public as described below.
- B. Agency will open the Proposals, and perform a preliminary review to identify any patently defective Proposals. Agency action on defective Proposals may include refusal to evaluate such Proposals and elimination of Proposer submitting such Proposals from the Proposal process. Agency reserves all rights to take any action consistent with the requirements of Document 001119 (Request for Proposals), including, without limitation, requesting additional information after receipt and opening of Proposals and waiving any inconsequential defects.
- C. All Proposals from Proposers which remain after the preliminary review shall be evaluated by one or more selection committee(s), which will be comprised of individuals selected by the Agency. The selection committee(s) will review the Proposals and award points using the methodology described herein.

1.3 EVALUATION FACTORS/BEST VALUE

- A. Agency will evaluate each Proposal based upon the following factors, with the maximum number of points allocated to each factor as indicated below:

| EVALUATION FACTORS | | Maximum Points |
|---------------------------|---|-----------------------|
| I. | Proposed Team Technical Design and Construction Expertise | 15 |
| II. | Proposed Design and Design Approach | 15 |
| III. | Project Pricing and Features | 25 |
| IV. | Draft Project Management Plan | 10 |
| V. | Preliminary Baseline Design/Construction Schedule | 5 |
| VI. | Life-Cycle Costs over 30 Years | 10 |
| VII. | Skilled Labor Force Availability | 10 |
| VIII. | Acceptable Safety Record | 10 |
| Total Maximum | | 100 |

B. Evaluation Factor Description:

1. Factor # I: Technical Design and Construction Expertise of Proposed Dedicated Staff Team (including Designers and Subcontractors):
 - a) The Proposer whose proposed team, including designers and Designated Subcontractors, is determined by Agency to be the most qualified, when compared with the teams proposed by the other Proposers, will receive the maximum number of points for this factor. All other Proposers will receive fewer points, as determined by Agency.
2. Factor # II: Proposed Design and Design Approach to Architectural Aesthetics, Design Innovation and Project Requirements.
 - a) The Proposer whose proposed Project design, and approach to designing the Project, in a manner which provides Agency with the best combination of quality, utility, strategic approach to designing the project, architectural aesthetics of the proposed design solutions, and design innovation, while still complying with all Project Operational, Performance and quality requirements is determined by Agency to be the best, when compared with the design and approaches proposed by the other Proposers, will receive the maximum number of points for this factor. All other Proposers will receive fewer points, as determined by Agency.
 - b) For purposes of this evaluation factor: The term “architectural aesthetics of the proposed design solutions” shall broadly encompass the totality of a Proposer’s proposed design approach and innovative solutions, including the quality and responsiveness of any Plans, Drawings, Schematics, Specifications, and similar Design Documents submitted with the Proposal. Presentation drawings which adequately depict the proposed appearance, functionality and layout of the facility are highly encouraged.
3. Factor # III: Project Pricing and Features:
 - a) This factor is divided into two sub-factors: Base Project, with a maximum of ten (10) points; and Base Project Plus Additive and Voluntary Enhancements, with a maximum of fifteen (15) points. Both sub-factors are further divided into two sub-sub-factors, as described below.
 - b) Base Project Sub-Factor (Document 004200 Proposal Form, Part I).
 - i) Sub-Sub-Factor A - Each Proposer whose Total Base Price is equal to or less than the Stipulated Sum shall receive six (6) points for this sub-factor. All other Proposers will receive zero points for this sub-factor. A base price equal to the stipulated sum will be considered an offer in which no enhancements with a monetary value are included.
 - ii) Sub-Sub-Factor B – The Proposer with the lowest Total Base Price will receive three (4) points. The Proposer with the second lowest Total Base Price will receive two (2) points. The Proposer with the highest Total Base Price will receive one (1) point.

- c) Base Project Plus Enhancements Sub-Factor (Document 004200 Proposal Form, Part II and Part III).
 - i) General – For purposes of this sub-factor, a “responsive Proposer” is a Proposer with a Base Project Plus Additive and Voluntary Enhancements Price that is equal to or less than the Stipulated Sum.
 - ii) Sub-Sub-Factor C - Total Base Project Plus Additive Enhancements: Proposers will receive the corresponding number of weighted factor (shown in Document 001119 Request for Proposals) for each Additive Enhancement that is included in the Proposer’s Base Project Plus Additive Enhancement Price, identified in Document 004200 Proposal Form. The Responsive Proposer with the highest total of weighted factor will receive ten (10) points for this sub-sub-factor. The Responsive Proposer with the second highest total of weighted factor will receive six (6) points for this sub-sub-factor. All other Responsive Proposers will receive two (2) points for this sub-sub-factor. Proposers who do not include any Additive Enhancements in the Base Project Plus Additive Enhancement Price will receive zero points for this sub-sub-factor.
 - iii) Sub-Sub-Factor D - Included Voluntary Enhancements: The responsive Proposer whose Voluntary Enhancements included in its Base Project Plus Additive and Voluntary Enhancements Price (taking into account all Additive and Voluntary Enhancements identified in Document 004200 Proposal Form) that are determined by Agency to provide the greatest utility, functionality, and overall best value to Agency, will receive five (5) points for this sub-sub-factor. The responsive Proposer whose Additive and Voluntary Enhancements included in its Base Project Plus Enhancements Price is determined by Agency to provide the second greatest utility, functionality, and overall best value to Agency, will receive three (3) points for this sub-sub-factor. All other Proposers will receive one (1) point for this sub-sub-factor. Proposers who do not include any Voluntary Enhancements will receive zero points for this sub-sub-factor.
 - d) Proposers are reminded that Agency will pay for any Enhancement only if actually included in Contract, either at time of award (see Document 005200 Agreement paragraph 1.2.B) or subsequently included at a later date as a Contract Change Order, and that each Proposer agrees, in Document 004200 (Proposal Form), to design and construct the Project as described in the Bridging Documents, and satisfy all other Design-Build Entity obligations under the Contract Documents, for the Total Base Price identified in Document 004200 (Proposal Form) Part I.
 - e) Agency may add any Enhancement (additive of Voluntary) to Contract, that was not included in the Contract at time of award, at price indicated in Document 004200 (Proposal Form) Schedules 1-A or 1-B, as applicable, by notifying Design-Build Entity no later than the date indicated for each item in Schedules 1-A or 1-B, as applicable (“Agency Decision Point Date”). See also Document 005200 (Agreement) paragraph 1.3.
4. Factor # IV: Draft Project Management Plan:
- a) The Proposer whose draft Project Management Plan, including the clarity of the intent of each individual item and the continuity of all items comprising the overall plan (see paragraph 3.2 C. above), is determined by Agency to be the

most thorough, comprehensive, and likely to achieve the highest quality project, when compared with the draft management plans proposed by the other Proposers, will receive the maximum number of points for this factor. All other Proposers will receive fewer points, as determined by Agency.

5. Factor # V: Preliminary Baseline Design/Construction Schedule.

- a) The Proposer whose Preliminary Schedule is determined by Agency to show a (i) recognition of and understanding of the tasks necessary to complete the Project, (ii) clear identification of the process requirements for each of the project stakeholders and all governing agencies that will affect the project, (iii) acknowledgement of critical milestones, and (iv) efficiencies that can be achieved in project delivery and also, (v) the earliest realistically achievable completion dates, when compared with the Preliminary Baseline Design/Construction Schedules proposed by the other Proposers, and which includes a Key Personnel staffing schedule consistent with the proposed progress of the Work, will receive the maximum number of points for this factor. All other Proposers will receive fewer points, as determined by Agency.

6. Factor # VI: Life Cycle Costs over 30 Years:

- a) Agency is interested in constructing new facilities whose sustainable design results in a low life cycle cost as calculated over a thirty (30) year period and in assessing realistically achievable ideas for costs savings / enhancements / and/or proposed systems to reduce the project's operating costs. As such, Agency will evaluate Each Proposer's Life-Cycle Cost (LCC) analysis and estimate the reasonably anticipated life cycle costs over 30 years associated with each Proposal, based on each Proposer's Base Project Plus Enhancements reflected in Part II of Schedule of Proposal Prices in Document 004200 (Proposal Form), and taking into account (i) replacement costs of any systems/components whose service lives do not exceed 30 years, and (ii) annual price increases and present value discounts. The Proposer whose Proposal is (1) estimated to have the least expensive life-cycle costs over 30 years and (2) determined to contain the most realistic proposals for cost savings shall receive the maximum number of points for this factor. All other Proposers will receive fewer points, as determined by Agency.

7. Factor # VII: Skilled Labor Force Availability or Project Labor Agreement Administration:

- a) The availability of skilled labor is essential to the successful completion of the project. Each Proposer that satisfies the requirements to provide an enforceable commitment to use a "skilled and trained labor force" as described in California Public Contract Code Section 22164(c) shall receive the maximum number of points for this factor. Any Proposer who does not satisfy those requirements shall receive fewer points, as determined by Agency. Alternatively, if a Project Labor Agreement is implemented, describe methods of enforcement and administration.

8. Factor # VIII: Acceptable Safety Record:

- a) Safety is of paramount importance. The selected Design-Build Entity must have an acceptable safety record. Each Proposer whose "safety record" is determined to be "acceptable" as provided by California Public Contract Code Section 22164(b)(3)(G) shall receive the maximum number of points for this factor. Any Proposer whose "safety record" is not "acceptable" under that Section shall receive zero (0) points.

- A. Best Value; Tie Breaker. The Proposal that receives the greatest total number of points based on the above Evaluation Factors shall be considered to provide the best value. In the event of a tie the Agency reserves the right to select the Proposal which, in its sole discretion, the Agency determines provides the best value as compared to the other Proposal receiving a tied score.

1.4 MODIFICATION / ADDITION OF RFP PROCEDURES

- A. Agency reserves the right to modify existing procedures and/or establish additional procedures for the Proposal process, and will notify all Proposers if Agency exercises this right.

END OF DOCUMENT

DOCUMENT 004200

PROPOSAL FORM

VENTURA COUNTY
TODD ROAD JAIL HEALTH AND PROGRAMMING UNIT
SANTA PAULA, CALIFORNIA

PROPOSAL TO: County of Ventura
Public Works Agency
Engineering Services Department
800 S. Victoria Ave
Ventura, CA 93309-1670

PROPOSAL FROM:

(Design-Build Entity)

(Address)

(City, State, Zip)

(Telephone)

(Date Submitted)**1.1 SUBMISSION OF PROPOSAL**

- A. Proposer agrees, if this Proposal is accepted, to enter into an agreement with the COUNTY OF VENTURA, a public entity in the form included in the Contract Documents, Document 005200 (Agreement), to perform and furnish the Work specified of the Contract Documents and this Proposal.

1.2 TIME PERIOD FOR ACCEPTANCE OF PROPOSAL

- A. This Proposal will remain subject to acceptance for one hundred and twenty (120) calendar days after the day of Proposal opening, unless a greater period is authorized by the Board of Supervisors, and may not be withdrawn during that time period. If this Proposal is accepted, Design-Build Entity will sign and submit the Agreement, bonds and other documents required by these Contract Documents.

1.3 ADDENDA:

- A. Proposer acknowledges the receipt of the following Addenda that have been issued:

| Addendum Number | Addendum Date | Signature of Proposer |
|-----------------|---------------|-----------------------|
| | | |
| | | |
| | | |
| | | |

1.4 IN SUBMITTING THIS PROPOSAL, PROPOSER REPRESENTS:

- A. Proposer acknowledges receipt of Pre-Proposal Conference minutes, if any.
- B. Proposer has visited the Site and performed all tasks, research, investigation, reviews, examinations, and analysis and given notices, regarding the Project and the Site, as set forth in Document 005200 (Agreement), Article 5 and Document 007253 (General Conditions), Article 3.
- C. Proposer has given the Agency prompt written notice of all conflicts, errors, ambiguities, or discrepancies that it has discovered in or among the Bridging Documents or other Proposal Documents and as-built drawings and actual conditions and the written resolution thereof through Addenda issued by the Agency is acceptable to Design-Build Entity.
- D. Proposer acknowledges that different methods will be used determine (1) the number of points that Proposer may receive on account of this Proposal; and (2) the exact scope of Work of Contract Documents and associated Contract Sum. Proposer acknowledges that Proposer's ultimate scope of Work and associated Contract Sum (if it is awarded the Contract) may be different than any amount or specific combination of Work indicated in this Proposal.

1.5 SCHEDULE OF PROPOSAL PRICES

- A. Based on the foregoing, Proposer proposes and agrees to fully perform the Work within the time stated and in strict accordance with the Contract Documents for the following sums of money listed in the following Schedule of Proposal Prices.
- B. All Proposal items must be filled in completely. Certain Proposal items are described in Section 011100 (Summary of Work); others are described in Bridging Documents or elsewhere in Contract Documents. Quote in figures only, unless words are specifically requested.

PART I – Base Project

| ITEM DESCRIPTION | TOTAL |
|--|------------|
| All Work of Contract Documents (including without limitation Bridging Documents) | \$ |
| Allowance for FFE (see Section 011100 paragraph 1.3 A.1) | \$ 500,000 |
| Total Base Price (sum of two items above items) | \$ |

PART II – Base Project Plus Additive Enhancements

| ITEM DESCRIPTION | TOTAL |
|--|-----------|
| Additive Enhancements Nos. _____ (see Schedule 1-A) | \$ |
| Total Base Project Plus Additive Enhancements Price (sum of included enhancements and Base Price above) | \$ |

Note: Only list those Enhancements that shall be included in the Base Project Plus Additive Enhancement Price.

PART III – Base Project Plus Additive and Voluntary Enhancements

| ITEM DESCRIPTION | TOTAL |
|--|-----------|
| Additive Enhancements Nos. _____ (see Schedule 1-A) | \$ |
| Voluntary Enhancements Nos. _____ (see Schedule 1-B) | \$ |
| Total Base Project Plus Additive and Voluntary Enhancements Price (sum of included enhancements and Base Price above) | \$ |

Note: Only list those Enhancements that shall be included in the Base Project Plus Additive and Voluntary Enhancement Price.

PART IV – Daily Rate for Compensable Delay

| ITEM DESCRIPTION | TOTAL |
|--|-------|
| Daily rate of compensation of Compensable Delay caused by Agency | \$ |

PART V – Contract Modification Rates For Architect / Engineers (per Section 012600 paragraph 2.02 B.4.):

| ITEM DESCRIPTION | TOTAL |
|---|---|
| Hourly Rates for Architects and Engineers | Attach pages as required, Schedule V |

Design-Build Entity represents that the foregoing rates listed in Schedule V do not exceed, and acknowledges and agrees that such rates may not exceed, the applicable personnel's regular rates for work and services on other California public entity projects. These rates shall remain fixed throughout the entire Project.

1.6 AGENCY RIGHT TO REJECT THIS PROPOSAL

- A. The undersigned understands that Agency reserves the right to reject this Proposal, or all Proposals, in its sole discretion.

1.7 ACCEPTANCE OF THIS PROPOSAL

- A. If written notice of the acceptance of this Proposal, referred to as the Notice of Award, is mailed or delivered to the undersigned within the time described in the documents listed in Document 001119 (Request for Proposals) as a condition of award, all within the time and in the manner specified above and in these Contract Documents. Notice of Award or request for additional information may be addressed to the undersigned at the address set forth below.

1.8 PROPOSAL SECURITY

- A. Attached is the proposal security, as required according to Document 001119 in the form of a:

(Bid Bond or Certified Check)

1.9 DESIGN-BUILD ENTITY SUBMITTING PROPOSAL

- A. This Proposal is subject to the terms and conditions in Document 001119 (Request for Proposals), and is submitted by:

(Design-Build Entity)

If Design-Build Entity is a Corporation:

President:_____

Secretary:_____

If Design-Build Entity is a Partnership:

Person Signing the Bid:_____

General Partners:_____

:_____

NOTE: All signer(s) represent and warrant that they are authorized to sign this Proposal on behalf of Design-Build Entity.

- B. California Contractor's License

(Name on License)

(Classification)

(License Number)

(Expiration Date)

END OF DOCUMENT

**SCHEDULE 1-A
TABLE OF ADDITIVE ENHANCEMENTS**

| Additive Enhancements | Included in Base Project Plus Enhancement Price (Yes or No) | Price | County Decision Point Date |
|------------------------------|--|--------------|-----------------------------------|
| | | \$ | |
| | | \$ | |
| | | \$ | |
| | | \$ | |
| | | \$ | |
| | | \$ | |
| | | \$ | |
| | | \$ | |
| | | \$ | |

- Notes:** (a) See Document 001119 (Request for Proposals), paragraph 3.2 D.
 (b) Indicate if each of Additive Enhancements is included in the Base Project Plus Enhancement Price or not.
 (c) Agency reserves right to select any Additive Enhancement for Contract.
 (d) Any Additive Enhancement, even if included in Proposal Item 5, that is not included in Work at time of award becomes an Alternate, at price indicated.
 (e) "County Decision Point Date" is defined in Document 005200 (Agreement) section 1.3. See also Section 011100 (Summary of Work) paragraph 1.3.

SCHEDULE 1-B

TABLE OF VOLUNTARY ENHANCEMENTS

| Voluntary Enhancements | Included in Base Project Plus Enhancement Price (Yes or No) | Price | County Decision Point Date |
|---|---|-------|----------------------------|
| | | \$ | |
| | | \$ | |
| | | \$ | |
| | | \$ | |
| | | \$ | |
| | | \$ | |
| | | \$ | |
| | | \$ | |
| <i>[Add additional sheets if necessary]</i> | | | |

- Notes:**
- (a) See Document 001119 (Request for Proposals), paragraph 3.2, D, 3
 - (b) Provide detailed description of each Voluntary Enhancement per Document 001119 (Request for Proposals), section 3.2, D, 4.
 - (c) Agency reserves right to select any Voluntary Enhancement for Contract.
 - (d) Any Voluntary Enhancement which is not included in Work at time of award, even if included in Proposal Item 6, becomes an Alternate, at price indicated.
 - (d) "County Decision Point Date" is defined in Document 005200 (Agreement) paragraph 1.3. See also Section 011100 (Summary of Work) paragraph 1.3.

**SCHEDULE V
HOURLY RATES FOR ARCHITECTS AND ENGINEERS
FOR CHANGES IN CONTRACT AMOUNTS**

[Proposer to Provide]

SECTION 014200

REFERENCES AND DEFINITIONS**PART 1 GENERAL****1.1 SUMMARY****A. Section Includes:**

1. Reference standards, abbreviations, symbols, and definitions used in Contract Documents.
2. Full titles are given in this Section for standards cited in other Sections of Specifications.

1.2 REFERENCE TO STANDARDS AND SPECIFICATIONS OF TECHNICAL SOCIETIES; REPORTING AND RESOLVING DISCREPANCIES**A. References:**

1. Reference to standards, specifications, manuals, or codes of any technical society, organization, or association, or to the laws or regulations of any governmental authority, whether such reference be specific or by implication, shall mean the latest standard, specification, manual, code, or laws or regulations in effect at the time Design-Build Entity executes Document 005200 (Agreement), except as may be otherwise specifically stated in the Contract Documents.
2. If during the performance of the Work, Design-Build Entity discovers any conflict, error, ambiguity, or discrepancy within the Contract Documents or between the Contract Documents and any provision of any such law or regulation applicable to the performance of the Work or of any such standard, specification, manual, or code or of any instruction of any supplier, Design-Build Entity shall report it in writing at once to Owner's Representative and Bridging Architect, and Design-Build Entity shall not proceed with the Work affected thereby until consent to do so is given by Owner.

B. Precedence:

1. Except as otherwise specifically stated in the Contract Documents or as may be provided by Change Order, Change Directive, or Supplemental Instruction, the provisions of the Contract Documents shall take precedence in resolving any conflict, error, ambiguity, or discrepancy between the provisions of the Contract Documents and:
 - a) The provisions of any such standard, specification, manual, code, or instruction (whether or not specifically incorporated by reference in the Contract Documents); or
 - b) The provisions of any such laws or regulations applicable to the performance of the Work (unless such an interpretation of the provisions of the Contract Documents would result in violation of such law or regulation).
2. No provision of any such standard, specification, manual, code, or instruction shall be effective to change the duties and responsibilities of Owner, Owner's Representative, Bridging Architect or Design-Build Entity, or any of their subcontractors, consultants, agents, or employees, from those set forth in the Contract Documents, nor shall it be effective to assign to Owner, Bridging Architect, or any of their consultants, agents, representatives or employees any duty or authority to supervise or direct the furnishing or performance of the Work or any duty or authority to undertake responsibility inconsistent with the provisions of the Contract Documents.

C. Referenced Grades, Classes, and Types:

1. Where an alternative or optional grade, class, or type of product or execution is included in a reference but is not identified in Drawings or in Specifications, provide the highest, best, and greatest of the alternatives or options for the intended use and prevailing conditions.

D. Edition Date of References:

1. When an edition or effective date of a reference is not given, it shall be understood to be the current edition or latest revision published as of the date Design-Build Entity executes Document 005200 (Agreement).
 2. All amendments, changes, errata and supplements as of the effective date shall be included.
- E. ASTM and ANSI References. Specifications and Standards of the American Society for Testing and Materials (ASTM) and the American National Standards Institute (ANSI) are identified in the Drawings and Specifications by abbreviation and number only and may not be further identified by title, date, revision, or amendment. It is presumed that Design-Build Entity is familiar with and has access to these nationally- and industry-recognized specifications and standards.

1.3 DEFINITIONS

- A. Basic definitions. The following definitions apply to the Contract Documents.
1. The term "TRJHPU" means the Todd Road Jail Health and Programming Unit. See Document 000111 (Project Summary); see also Project.
 2. The term "Acceptance" means the formal written acceptance by the Agency of the Work which has been completed in all respects in accordance with the Contract Documents.
 3. The term "Addenda" means written or graphic instruments issued prior to Design-Build Entity's execution of Document 005200 (Agreement), which clarify, correct, or change the Request for Proposal requirements or the Contract Documents. Addenda shall not include the minutes of any Pre-Proposal Conference and/or Site Visit unless otherwise expressly indicated.
 4. The term "Agency" means Owner of the Project and the legal entity for which the Work is being performed.
 5. The term "Agency Representative" means the Agency Responsible Administrator identified in the Agreement and his or her designee as authorized to administer the Contract for Agency.
 6. The term "Agreement" means Document 005200 (Agreement).
 7. The term "AHJ" means authority having jurisdiction.
 8. The term "Alternate" means a Work element identified as such in Proposal which, shall be added to or deducted from Work, if accepted by Owner following Contract award as provided in Contract Documents.
 9. The term "Application for Payment" means a written application for monthly or periodic progress or final payment made by Design-Build Entity in compliance with the Contract Documents.
 10. The term "Approved Equal" means approved in writing by Owner as being of equivalent quality, utility and appearance.
 11. The term "Architect/Engineer" means Bridging Architect.
 12. The term "asbestos" includes any material that contains more than one percent asbestos and is friable or is releasing asbestos fibers into the air above current action levels established by OSHA or Cal/OSHA.
 13. The term "Bid" means Proposal.
 14. The term "Bidder" Proposer.
 15. The term "Board" means the officer or body constituting the awarding authority of the Agency.
 16. The term "Bridging Architect" means a person (or that person's firm) holding a valid California State Architect's or Engineer's license that prepared some or all of the Bridging Documents, and represents the Owner in the administration of certain aspects of Contract Documents. Bridging Architect may be an employee of or an independent consultant to Owner. When Bridging Architect is referred to within the Contract Documents and not an employee of Owner, Bridging Architect shall be construed to include employees, consultants and subconsultants of Bridging Architect. When Bridging Architect is an employee of Owner, his or her authorized representatives on the Project will be included under the term Bridging Architect. If

- Bridging Architect is an employee of Owner, Bridging Architect is the beneficiary of all Design-Build Entity obligations to Owner, including without limitation, all releases and indemnities. Bridging Architect may also be referred to as Architect/Engineer, Architect or Engineer.
17. The term "Bridging Documents" means the Performance Criteria, Concept Drawings and other items included, referenced or described in Document 005201 Bridging Documents.
 18. The term "BSCC," means the California Board of State and Community Corrections, or successor, with responsibilities for, among other things, establishing minimum standards for local adult and juvenile detention facilities and reviewing architectural plans for construction of such facilities.
 19. The term "business day" means any day other than Saturday, Sunday, and the following days that have been designated as holidays by Owner. If a holiday falls on a Saturday, the preceding Friday will be the holiday. If a holiday falls on a Sunday, the following Monday will be the holiday.
 - a) New Year's Day, January 1;
 - b) Martin Luther King Jr.'s Birthday, third Monday in January;
 - c) Lincoln's Birthday, February 12;
 - d) Presidents' Day, third Monday in February;
 - e) Memorial Day, last Monday in May;
 - f) Independence Day, July 4;
 - g) Labor Day, first Monday in September;
 - h) Veterans' Day, November 11;
 - i) Thanksgiving Day, fourth Thursday in November;
 - j) The Day following Thanksgiving Day;
 - k) Christmas Day, December 25; and
 - l) Each day appointed by the Governor of California and formally recognized by the County Board of Supervisors as a day of mourning, thanksgiving, or special observance.
 20. The term "Change Directive" ("CD"), has the same meaning as Construction Change Directive.
 21. The term "Change Order" means a written instrument prepared by Owner and signed by Owner and Design-Build Entity, stating their agreement upon all of the following:
 - a) A change in the Work;
 - b) The amount of the adjustment in the Contract Sum, if any; and
 - c) The amount of the adjustment in the Contract Time, if any.
 22. The term "CDCR" means the California Department of Corrections and Rehabilitation, or successor.
 23. The term "Code Inspector" means a local or state agency responsible for the enforcement of applicable codes and regulations.
 24. The term "Compensable Delay" means a delay that entitles the Design Builder to an adjustment of the Contract Sum and an adjustment of the Contract Time pursuant to Article 15 of Document 007253 (General Conditions).
 25. The term "Construction Change Directive" ("CCD") means a written order prepared and signed by Owner, directing a change in the Work and stating a proposed basis for adjustment, if any, in the Contract Sum or Contract Time, or both.
 26. The term "Construction Documents" is defined in Section 011100 (Summary of Work).
 27. The term "Construction Manager" means the person or entity so identified in the Agreement or otherwise in writing by Owner, with such rights and responsibilities as may be set forth in Contract Documents.
 28. The term "Contract" shall have the meaning identified in Article 4 of the Agreement. The term "Contract Amount" means a change order price, line item price, Contract Sum, or other price assigned to a scope of work.

29. The term "Contract Documents" means all documents listed in Article 4 of the Agreement.
30. The term "Contract Modification" includes any of the following:
 - a) A written amendment to Contract signed by Design-Build Entity and Owner; or
 - b) A Change Order; or
 - c) A Construction Change Directive; or
 - d) A written directive for a minor change in the Work issued by Owner.
31. The term "Contract Sum" means the sum stated in the Agreement and, including authorized adjustments, the total amount payable by Owner to Design-Build Entity for performance of the Work and the Contract Documents. The Contract Sum is also sometimes referred to as the Contract Price or the Contract Amount.
32. The term "Contract Time" means the period of time to fully complete the Work as indicated in Article 2 of the Agreement.
33. The term "Contractor" means Design-Build Entity.
34. The terms "Design-Build Entity," "DBE" or "Design Builder" mean the entity identified and referred to as "Design-Build Entity" in the Agreement.
35. The term "Design-Build Entity's Employees" means persons engaged in execution of Work under Contract as direct employees of Design-Build Entity, as Subcontractors, or as employees of Subcontractors.
36. The term "Designers" means the qualified, licensed architects, engineers and other design professionals retained or employed by Design-Build Entity or a Subcontractor (of any tier) to furnish design services required by Section 011100 and other provisions of Contract Documents.
37. The term "County" means the County of Ventura, the Owner, except that the term "County Fire Marshall" means the Ventura County Fire Protection District Fire Marshall.
38. The term "day" shall mean calendar day unless otherwise specifically provided.
39. The term "Defective" , when modifying the term "Work," means any Work that is unsatisfactory or unsuited for the use intended, faulty, or deficient, that does not conform to the Contract Documents, or does not meet the requirements of any inspection, reference standard, test or approval referred to in the Contract Documents (including but not limited to approval of Samples and "or equal" items), or has been damaged prior to final payment (unless responsibility for the protection thereof has been assumed by Owner). Unapproved substitutions are defective. Owner is the judge of whether Work is Defective.
40. The term "DOF" means the State of California Department of Finance, or successor.
41. The term "Drawings" means the graphic and pictorial portions of Contract Documents, wherever located and whenever issued, including without limitation prepared by Design-Build Entity, Subcontractors or their Designers showing the final design, location and dimensions of the Work, generally including plans, elevations, sections, details, schedules, and diagrams. However, unless the context clearly requires otherwise, Drawings do not include any Bridging Documents.
42. The term "Enhancement" means Work identified as such in the Proposal which is added to or deducted from the Work in the base Proposal as indicated in the Proposal form.
43. The term "Equal" means equal in opinion of Owner. Burden of proof of equality is responsibility of Design-Build Entity.
44. The terms "Final Acceptance" or "Final Completion" mean Owner's acceptance of the Work as satisfactorily completed in accordance with Contract Documents. Requirements for Final Acceptance/Final Completion include, but are not limited to:
 - a) Final cleaning is completed.
 - b) All systems having been tested and accepted as having met requirements of Contract Documents.
 - c) All required instructions and training sessions having been given by Design-Build Entity.

- d) All Project Record Documents having been submitted by Design-Build Entity, reviewed by Owner, and accepted by Owner.
 - e) All punch list Work, as directed by Owner, having been completed by Design-Build Entity.
 - f) Generally all Work, except Design-Build Entity maintenance after Final Acceptance/Final Completion, having been completed to satisfaction of Owner.
- 45. The term "Furnish" means to supply only, without installing.
 - 46. The term "IOR" means Inspector of Record engaged by Owner.
 - 47. The term "Install" means to install or apply, without furnishing.
 - 48. The term "Latent" means not apparent by reasonable inspection, including but not limited to, the inspections and research required as a condition to proposing or performing construction work under Document 007253 (General Conditions).
 - 49. The word "material" shall be construed to embrace machinery, manufactured articles, materials of construction (fabricated or otherwise), and any other classes of material to be furnished in connection with Contract, except where a more limited meaning is indicated by context.
 - 50. The term "Milestone" means an event specified in Contract Documents relating to a key or critical intermediate completion date or time prior to Substantial Completion of all Work.
 - 51. The term "Not in Contract" or "NIC" means Work that is outside the scope of Work to be performed by Design-Build Entity under Contract Documents.
 - 52. The term "Notice of Completion" means a "notice of completion" under Civil Code §9000 et seq.
 - 53. The term "Off Site" means outside geographical location of the Project.
 - 54. The term "Owner" has the same meaning as Agency.
 - 55. The term "Partial Utilization" means use by Owner of a substantially completed part of the Work for the purpose for which it is intended (or a related purpose) prior to Substantial Completion of all of the Work.
 - 56. The term "PCBs" means polychlorinated biphenyls.
 - 57. The term "Phase" means a specified portion of the Work (if any) specifically identified as a Phase in Document 005200 (Agreement) or Document 011100 (Summary).
 - 58. The term "Product Data" means that information (brochures, catalog sheets, manufacturer's cut sheets, etc.) supplied by vendors having technical and commercial characteristics of the supplied equipment or materials and accompanying commercial terms such as warranties, instructions, and manuals.
 - 59. The term "Proposal" means the offer or proposal for award of the Contract to the Proposer to serve as the Design-Build Entity for the Project submitted on the prescribed form(s) and setting forth the prices for the Work to be performed.
 - 60. The term "Proposer" means one who submits a Proposal.
 - 61. The term "Proposal Documents" means all documents comprising the Project Manual (including all documents and Specification Sections listed in Document 000110 [Table of Contents]), including documents supplied for proposal purposes only and Contract Documents included in Agency's request for proposals.
 - 62. The term "Progress Report" means a periodic report submitted by Design-Build Entity to Owner with progress payment invoices accompanying progress schedule.
 - 63. The term "Project" means the total design and construction of the TRJHPU of which Work performed under Contract Documents may be whole or part.
 - 64. The term "Project Manager" means a person representing a party in the administration of the Contract Documents.
 - 65. The "Project Manual" consists of Proposal Requirements, Agreement, Bonds, Certificates, Contract Conditions, Bridging Documents, Drawings, and Specifications.
 - 66. The term "Project Record Documents" means all Project document deliverables required under the Contract Documents, including without limitation, as built

- drawings; Installation, Operation, and Maintenance Manuals; and Machine Inventory Sheets.
67. The term "Provide" means furnish and install.
 68. The term "PWB" means SPWB.
 69. The term "Request for Information" ("RFI") means a document prepared by Design-Build Entity requesting information regarding the Project or Contract Documents. The RFI system is also a means for Owner to submit Contract Document clarifications or supplements to Design-Build Entity.
 70. The term "Request for Proposals" ("RFP") means a document issued by Owner to Design-Build Entity whereby Owner may initiate changes in the Work or Contract Time as provided in Contract Documents.
 71. The term "Request for Substitution" ("RFS") means a document prepared by Design-Build Entity requesting substitution of materials as permitted and to the extent permitted in Contract Documents.
 72. The term "RFI-Reply" means a document consisting of supplementary details, instructions, or information issued by Owner that clarifies or supplements Contract Documents, and with which Design-Build Entity shall comply. RFI-Replies do not constitute changes in Contract Sum or Contract Time except as otherwise agreed in writing by Owner. RFI-Replies will be issued through the RFI administrative system.
 73. The term "Samples" means physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and which establish the standards by which such portion of the Work will be judged.
 74. The term "Services" is defined in Article 2 of Document 007253 (General Conditions).
 75. The term "Shop Drawings" means all drawings, diagrams, illustrations, schedules, and other data or information which are specifically prepared or assembled by or for Design-Build Entity (other than Drawings and Specifications) and submitted by Design-Build Entity to illustrate some portion of the Work.
 76. The term "Site" means the particular geographical location of Work performed pursuant to the Contract Documents.
 77. The term "Specifications" means the written portion of the Contract Documents consisting of requirements for materials, equipment, construction systems, standards, and workmanship for the Work; performance of related services. However, unless the context clearly requires otherwise, Specifications do not include any Bridging Documents.
 78. The term "SPWB" means the California State Public Works Board, or successor.
 79. The term "State Fire Marshall" means the office of the California Department of Forestry and Fire Protection responsible for preparing and adopting, and in certain cases, enforcing, building standards relating to fire and panic safety in certain types of public facilities, including the Project.
 80. The term "Subcontractor" means a person or entity that has a contract with Design-Build Entity or with a Subcontractor of Design-Build Entity to perform a portion of the Work at the Site. Unless otherwise specifically provided, the term Subcontractor includes Subcontractors of all tiers. The term "Subcontractor" is referred to throughout the Contract Documents as if singular in number and neutral in gender and means a Subcontractor or an authorized representative of the Subcontractor.
 81. The term "Substantial Completion" means the Work (or a specified part thereof) has progressed to the point where, in the opinion of Owner as evidenced by a notice or certificate of Substantial Completion, the Work is sufficiently complete, in accordance with Contract Documents, so that Owner may occupy or utilize the Work (or specified part) for the purposes for which it is intended, and unperformed or incomplete work elements are minor in nature; or if no such certificate is issued, when the Work (or specified part) is complete and ready for final payment as evidenced by written recommendation of Owner for final payment. The terms "Substantially Complete" and

- “Substantially Completed” as applied to all or part of the Work refer to Substantial Completion thereof.
82. The term “Supplemental Instruction” means a written directive from Owner to Design-Build Entity ordering alterations or Modifications that do not result in change in Contract Sum or Contract Time, and do not substantially change Drawings or Specifications.
 83. The terms “testing agency” or “testing and special inspection agency” mean an independent entity engaged to inspect and/or test the workmanship, materials, or manner of construction of the Work, to determine if such construction complies with the Contract Documents and applicable codes.
 84. The term “Underground Facilities” means all pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels or other such facilities or attachments, and any encasements containing such facilities that have been installed underground to furnish any of the following services or materials: electricity, gases, chemicals, steam, liquid petroleum products, telephone or other communications, cable television, sewage and drainage removal, traffic or other control systems, or water.
 85. The term “Unit Price Work” means Work for which a unit price is provided in the Contract.
 86. The term “Work” has the meaning identified in Article 1 of the Agreement and includes any part of the Work, whether completed or partially completed, provided or to be provided by Design-Build Entity to fulfill its obligations under the Contract. The Work may constitute the whole or a part of the Project..
- B. Other Defined Terms. The following terms are not necessarily identified with initial caps; however they shall have the meaning set forth below:
1. Wherever words “as directed,” “as required,” “as permitted,” or words of like effect are used, it shall be understood that direction, requirements, or permission of Owner is intended. Words “sufficient,” “necessary,” “proper,” and the like shall mean sufficient, necessary, or proper in judgment of Owner. Words “approved,” “acceptable,” “satisfactory,” “favorably reviewed,” or words of like import, shall mean approved by, or acceptable to, or satisfactory to, or favorably reviewed by Owner.
 2. Wherever the word “may” or “ought” is used, the action to which it refers is discretionary. Wherever the word “shall” or “will” is used, the action to which it refers is mandatory.

PART 2 PRODUCTS – NOT USED**PART 3 EXECUTION – NOT USED**

END OF SECTION

SECTION 017700

CLOSEOUT PROCEDURES**PART 1 GENERAL****1.1 SUMMARY**

- A. Section Includes: Administrative and procedural requirements for Contract closeout, including, but not limited to, the following:
1. Design-Build Entity Punchlist
 2. Owner Punchlist
 3. Completion
 4. Acceptance

1.2 DESIGN-BUILD ENTITY PUNCHLIST

- A. Design-Build Entity must prepare its comprehensive punch-list and declare the Work is complete prior to requesting punchlist inspection by the Owner. Design-Build Entity must submit three paper copies and one electronic copy of its punchlist to the Owner.
1. Punchlist must identify items noted by each of the Design-Build Entity's engineering and architectural disciplines.
 2. Include name and identification of each space and area affected by construction operations for incomplete items and items needing correction including, if necessary, areas disturbed by Design-Build Entity that are outside the limits of construction.
 3. Organize list of spaces in sequential order, starting with exterior areas first and proceeding from lowest floor to highest floor.
 4. Organize items applying to each space by major element, including categories for ceiling, individual walls, floors, equipment, and building systems.
 5. Include the following information at the top of each page:
 - a) Project name.
 - b) Date.
 - c) Name of Construction Manager.
 - d) Name of Design-Build Entity.
 - e) Page number, of total pages.

1.3 OWNER PUNCHLIST

- A. Design-Build Entity must submit a request for Final Inspection. The Owner will review the work, and all reports, documents, warranties, guarantees, certificates, and releases. Design-Build Entity must make the following deliverables available for review prior to Completion. Upon review and approval by the Owner, the Design-Build Entity must submit the approved final deliverables in the required amounts as Stated in the Contract Documents.
1. Daily Inspection Reports.
 2. Independent Laboratory's Test and Inspection Reports.
 3. Public Utility Acceptance Reports.
 4. State Inspection Reports, including but not limited to acceptance by the State Fire Marshal, Board of State and Community Corrections, Regional Air Quality Management District.
 5. County Inspection Reports, including but not limited to acceptance by the County Fire Marshal, County Health Department.
 6. Visitor Observation Reports.
 7. Product Manufacturers Inspection Reports.
 8. Design-Build Entity Punchlist including status of correction.
 9. Advise Owner of pending insurance changeover requirements.
 10. Submittal of binders for all warranties, workmanship bonds, maintenance service agreements, certifications, and similar documents.

11. Submit releases permitting Owner unrestricted use of the Work and access to services and utilities. Include occupancy permits, operating certificates, and similar releases and Project Design Build Record Documents.
12. Submit damage or settlement surveys, property surveys, and similar record information.
13. Deliver tools, spare parts, extra materials/stock, and similar items to location designated by the Owner. Label with manufacturer's name and model number where applicable.
14. Changeover in security provisions.
15. Completion startup testing of systems log.
16. Submit test/adjust/balance records.
17. Submit commissioning and functional testing logs.
18. Changeover in heat and other utilities.
19. Submit information for use, operation, and maintenance of area and equipment.
20. Submit pest-control inspection report and warranty.
21. Submit Section 017900 Demonstration and Training Manuals, DVD's and copies of attendance certificates.
22. Submit Section 013232 Photographic Documentation.
23. Submit Section 017839 Project Record Documents.
- B. The Owner will perform the Final Inspection and issue a Punchlist. When all work has been completed as identified on the Design-Build Entity and or Owner Punchlists, Design-Build Entity will request a re-inspection. The results of the re-inspection will form the basis of requirements for Completion.
- C. Re-inspection procedure: The Owner will re-inspect the work upon receipt of notice that the Work, including inspection list items from earlier inspections, have been completed, except items for which completion has been delayed because of circumstances acceptable to the Owner.
 1. Upon completion of re-inspection, the Owner will prepare a Certificate of Acceptance, or advise the Design-Build Entity of work that is incomplete or of obligations that have not been fulfilled but are required for Acceptance.
 2. If necessary, re-inspection will be repeated.

1.4 COMPLETION

- A. Preliminary procedures: Before requesting inspection for Completion, complete the following. List all exceptions in the request.
 1. In the application for payment that coincides with, or first follows the date Completion is claimed, show 100 percent completion for the portion of the work claimed as complete. Include supporting documentation for completion as indicated in the Contract Documents and a Statement showing an accounting of changes to the Stipulated Sum.
 - a) If 100 percent completion cannot be shown, include a list of incomplete items, the value of incomplete construction, and reasons why the Work is not complete.
 2. Advise Owner of pending insurance change-over requirements.
 3. Submit drafts of all warranties, workmanship bonds, maintenance agreements, final certifications and similar documents to the Owner before execution. Such items shall not detract from or confuse requirements or interpretations of Contract Documents. Final warranties shall be signed by manufacturers and, where specified, be countersigned by applicable installers and Subcontractors.
 4. Obtain and submit releases so the Owner can have unrestricted use of the Work and access to services and utilities. Include occupancy permits, operating certificates and similar releases.
 5. Submit record documents, maintenance manuals, final Project photographs, damage or settlement survey, property survey, and similar final record information per Section 017839 Project Record Documents.
 6. Make final change-over of permanent locks and transmit keys to the Owner. Advise the Owner's personnel of change-over in security provisions.

7. Complete start-up testing of systems, and instruction of the Owner's operating and maintenance personnel. Discontinue or change over and remove temporary facilities from the site, along with construction tools, mock-ups, materials, equipment and similar elements.
 8. Repair damage caused by installation or use of temporary facilities, and restore permanent facilities used during construction to specified condition.
 9. Complete final clean-up per Section 017400 Cleaning.
 10. Touch-up, including touch-up painting and otherwise repair and restore marred exposed finishes.
- B. Inspection procedures: Upon receipt of a request for inspection, the Owner will either proceed with inspection or advise the Design-Build Entity of unfulfilled requirements. The Owner will prepare the Certificate of Final Completion following inspection, or advise the Design-Build Entity of construction that must be completed or corrected before the certificate will be issued.
1. The Owner will repeat inspection when requested and assured that the Work has been completed.
 2. Results of the completed inspection will form the basis of requirements for Acceptance.
- C. Warranty of Title:
No material, supplies, or equipment for Work under the Contract shall be purchased subject to any chattel mortgage, security agreement, or under a conditional sale or other agreement by which an interest therein or any part thereof is retained by seller or supplier. The Design-Build Entity warrants good title to all material, supplies, and equipment installed or incorporated in the Work and agrees upon completion of all the Work to deliver the premises, together with improvements and appurtenances constructed or placed thereon by Design-Build Entity, to the Owner free from any claim, liens, security interest, or charges, and further agrees that neither the Design-Build Entity nor any person, firm, or corporation furnishing any labor, materials or services for any Work covered by the Contract shall have right to lien upon the premises or improvement or appurtenances thereon. Nothing contained in this paragraph, however, shall defeat or impair right of persons furnishing labor, services or materials under bond given by the Design-Build Entity for their protection or any rights under law permitting persons to look to funds due the Design-Build Entity in hands of the Owner.

1.5 ACCEPTANCE

- A. Acknowledgment of completion of the Work will occur prior to Acceptance by the Agency. Acceptance will only occur after all Contract requirements have been fulfilled, such as training, submission of warranties, maintenance manuals, record drawings, Release on Contract and the like. Acceptance by the Agency will occur when the Engineer signs the Notice of Completion.
- The Work will be inspected by the Engineer promptly upon receipt of the Contractor's written assertion that the Work has been completed. If, in the Engineer's judgment, the Work has been completed in accordance with the Plans and Specifications, the Engineer will acknowledge completion of the Work. Completion of the Work, as used above, shall include the Contractor showing evidence of having received an occupancy clearance from Building and Safety, or other permit issuing agency, when a building, plumbing electrical, grading, or other permit is required for the Work. The Engineer will, in acknowledging completion of the Work, set forth in writing the date when the Work was completed. This will be the date when the Contractor is relieved from responsibility to protect the Work. This will also be the date to which liquidated damages will be computed.
- B. Before requesting Final Inspection for Certification of Acceptance and final payment, complete the following:
1. Preliminary procedures: List exceptions in the request.
 - a) Submit final payment request with releases and supporting documentation not previously submitted and accepted. Include certificates of insurance for products and completed operations where required per Contract Requirements.

- b) Submit an updated final Statement, accounting for final additional changes to the Stipulated Sum.
 - c) Submit a certified copy of the Owner's final inspection list of items to be completed or corrected, stating that each item has been completed or otherwise resolved for Acceptance and the list has been endorsed and dated by the Owner.
 - d) Submit final meter readings for utilities, a measured record of stored fuel, and similar data as of the date of Completion, or when the Owner took possession of and responsibility for corresponding portions of the Work.
 - e) Submit consent of surety to final payment.
 - f) Submit a final liquidated damages settlement Statement, when applicable.
 - g) Submit evidence of final, continuing insurance coverage complying with insurance requirements.
- C. Final Adjustments of Accounts:
- 1. Submit a final statement of accounting to the Owner, showing all adjustments to the Contract Sum and complete and execute Document 006530 (Agreement and Release of Claims).
 - 2. If so required, the Owner shall prepare a final Change Order for submittal to Design-Build Entity, showing adjustments to the Contract Sum that were not previously made into a Contract Modification.

1.6 RELEASE OF CONTRACT

- A. After completion of all work required by the contract, Agency will furnish Contractor a Release on Contract form stating the amount of total authorized payments for the project. Contractor shall execute and return said form within 21 days of receipt. Said form shall release and discharge the Agency from all claims of and liability to the Contractor for all manner of debts, demands, accounts, claims, and causes of action under or by virtue of said Contract except:
 - 1. The claim against the Agency for the remainder, if any, of the amounts retained as provided in 9-3.2, and any amounts retained as required by Stop Notices or Labor Code provisions.
 - 2. Any unsettled claims or disputes listed on the Release on Contract form which has been processed in compliance with the requirements for making claims under the Contract, including given timely notice pursuant to the applicable provisions of the Contract and following the procedure set forth in 6-12.
- B. Acceptance of the Release on Contract by the Agency shall not be deemed a waiver or release of the Agency's right to contest either the substantive or procedural validity of any listed unsettled claims or disputes.
- C. When executing the Release on Contract, the Contractor shall certify that each unsettled claim or dispute listed thereon has been processed in compliance with the requirements for making claims under the Contract, including giving timely notice pursuant to the applicable provisions of the Contract and following the procedures for resolution of disputes or claims set forth in 6-12 and that acceptance of the Release on Contract by the Agency shall not be deemed a waiver or release of the Agency's right to contest either the substantive or procedural validity of any listed unsettled claims or disputes.
- D. If Contractor fails to execute and submit a Release on Contract within the 21 day time period set forth above, the Release on Contract shall be deemed to have been submitted with no unsettled claims or disputes listed on the Release on Contract. A payment of \$1.00 will be made to the Contractor for such Release on Contract and waiver.

PART 2 PRODUCTS – NOT USED

PART 3 EXECUTION – NOT USED

END OF SECTION