

CITY OF NAPA



REQUEST FOR PROPOSALS **to Provide Design-Build Services** **for the Replacement of** **Hillcrest and Silverado Pump Stations**

PROPOSAL SUBMITTAL DUE DATE AND TIME:

May 9, 2019
3:00 P.M. Pacific Time

Request for Proposals

Pump Station Replacements

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Part 1 – Project Information

A. Executive Summary

On October 8, 2017, the Atlas Fire began as one of fourteen large fires that burned simultaneously across eight Northern California counties. The Atlas Fire began near Atlas Peak Road and stretched from Lake Berryessa to the City of Napa (City), portions of which included the City's service area in the Silverado Country Club and surrounding neighborhood areas.

The Atlas Fire was widespread and caused extensive damage to private and public property, some of which included the destruction of two City-owned potable water pump stations (Hillcrest Pump Station and Silverado Pump Station) which conveyed water to customers within the City's service area. The City has maintained water service using rental pump and ancillary equipment and intends to reconstruct both pump stations as part of one project. Pump stations shall be designed and reconstructed to meet current requirements of Title 22 Drinking Water Standards and the California Fire Code.

The Hillcrest Pump Station, located on Hillcrest Drive across from 2800 Hillcrest Drive, consisted of three pumps (and all ancillary equipment) with total dynamic heads and capacities of approximately 195 feet and 425-625 gallons per minute (gpm). The pump station is used for filling the 2MG Milliken Water Storage Tank in Zone 4 which is capable of providing adequate fire flow protection for the area. See Attachment D for additional pump station facility information.

The Silverado Highlands Pump Station, located above the Milliken Water Treatment Plant at 630 Chaparral Circle, consisted of three pumps (and all ancillary equipment) with total dynamic heads and capacities of approximately 70 feet and 100 gpm (duty pumps); 1,000 gpm (fire pump). The pump station is used to provide adequate fire flows to Zone 5 and to fill the 10,000 gallon Silverado Highlands Storage Tank. See Attachment D for additional pump station facility information.

The City is accepting proposals from qualified Design-Build teams (Design-Builder) offering design, construction services, as well as technical support through equipment start-up and daily normal operations. The City will use the design-build contracting method to deliver its Hillcrest and Silverado Pump Stations Replacement Project (Project), and is employing a single-step procurement process for selection of a Design-Builder that will successfully complete the Project. This Request for Proposals (RFP) establishes the process for soliciting and evaluating proposals for the Project, leading to a merit-based selection of a Design-Builder.

The purpose of the proposal is to demonstrate the qualifications, competence, and capacity of Respondents to provide services and perform the work described in this RFP, in conformity with the requirements set forth in this RFP.

Proposals shall be evaluated by a committee consisting of City Staff. During the review process, the City reserves the right, where it may serve the City's best interest, to request additional information or clarifications from those that submit proposals, allow corrections of errors or omissions or conduct follow-up interviews as part of the decision-making process.

The award of an agreement to a Design-Builder will be subject to the terms and conditions of the RFP. This RFP is not a tender or an offer. The Successful Respondent will be expected to execute the Agreement included in this RFP, or as modified by Addendum to this RFP.

Respondents must be thoroughly familiar with the scope of work and performance requirements discussed in this RFP. The City may disqualify any Respondent that fails to demonstrate such familiarity in its Proposal.

Preparation of the Proposal shall be at the sole expense of the Respondent(s). There is no expressed or implied obligation for the City or any of its employees, advisors, or representatives to reimburse responding proposers for any expense incurred in the preparation of proposals in response to this RFP.

The City expects the Design-Builder to complete all work and demobilize from the site by October 2020, see Article 5 – Contract Time of Attachment H.

B. Project Goal & Objectives

The goal of this Project is to reconstruct two pump stations destroyed during the 2017 Atlas Fire using a design-build project delivery method. The facilities shall meet current water system design standards for reliability, emergency operation and resilience, and service area fire-flow requirements.

The City's objectives for project delivery are as follows:

- **Quality:** provide well-designed pump station facilities and equipment that will be efficient and effective to operate and maintain;
- **Cost:** obtain the most cost-effective design and construction that will optimize the City's total cost of ownership (i.e., life-cycle cost);
- **Schedule:** time is of the essence to achieve the scheduled completion dates for design, construction and performance testing to meet FEMA/Cal-OES funding obligations (i.e. avoid having to make project timeline extension requests) and to minimize ongoing rental charges and temporary operations;
- **Operations and maintenance:** optimize operating and maintenance requirements so that the facility is capable of continuous and reliable performances during normal operations mode, as well as providing operational continuity as emergencies arise including automated backup power and nonflammable exterior building materials;
- **Public:** provide a safe and effective project that minimizes short-term construction nuisance impacts to the public and mitigates long-term impacts to the public including but not limited to noise;
- **Risk:** achieve an optimal balance of risk allocation between the City and the Design-Builder;
- **Accountability:** provide a single point of contact through the Design-Builder for performance of all services under the Preliminary Services and Design-Build Agreements;
- **Collaboration:** provide for coordinated design development, with the Design-Builder eliciting City input in a manner that preserves Design-Builder's sole responsibility for the achievement of project performance objectives while meeting City objectives associated

with design, cost, quality, and long-term operability.

C. Project Background

The City provides potable water to more than 85,000 customers throughout Napa County, portions of which include the Silverado Country Club and surrounding neighborhood areas. Geographically, the Silverado Country Club is located at 1600 Atlas Peak Road, approximately 3.5 miles north east of Downtown Napa; hydraulically, the Country Club and the surrounding neighborhood straddles three hydraulic zones (Zones 3 (gravity-fed) 4 and 5 (both pumped)).

While many of the homes sustained fire damage leaving them uninhabitable, many others were left undamaged, requiring the City to set up temporary pump stations to move water between zones. Currently, the City is operating rented portable pumps to meet water conveyance and demands of customers within the affected hydraulic zones.

The Hillcrest Pump Station site is located on the east side of Hillcrest Drive across from 2800 Hillcrest Drive, and the Silverado Pump Station is located above the Milliken WTP at 630 Chaparral Circle.

The Hillcrest Pump Station pumped water from Zone 3 to the City's 2 MG Milliken Finish Water Tank in zone 4 and the Silverado Pump Station pumped water from the Milliken Tank to the Silverado Highlands Tank in zone 5.

Water system and facility characteristics are summarized as follows:

Hillcrest Pump Station

Address: across from 2800 Hillcrest Drive
Pump Station Elevation: 155 feet
Milliken Tank Pad Elevation: 390 Feet
Milliken Tank Height: 35 feet
Source/Destination: Zone 3/Zone 4 (Milliken Tank)
No. Pumps: 3
Capacity: 425-625 gpm

See Attachment D for additional pump station facility information.

Silverado Pump Station

Address: above the Milliken WTP at 630 Chaparral Circle
Pump Station Elevation: 385 feet
Silverado Highlands Tank Pad Elevation: 478 feet
Silverado Tank Height: 8.5 feet
Source/Destination: Zone 4 (Milliken Tank)/Zone 5 (Silverado Highlands Tank)
No. Pumps: 3
Maximum Capacity: 1000 gpm

See Attachment D for additional pump station facility information.

D. Available Information

The following information is provided with this RFP:

Attachment A – Definition of Terms
Attachment B – Business Information
Attachment C – Bond Requirements
Attachment D – Existing Facility Information
Attachment E – Scope of Work and Project Technical Requirements
Attachment F – General Conditions and Supplemental General Conditions
Attachment G – Cost Proposal Submission Forms
Attachment H – Sample Agreement

E. Project Description

Attachments D and E are being provided to: (a) provide sufficient information to convey the intent, goals, criteria, and objectives of the Project; and (b) permit the Respondent to: (i) assess the scope of work; and (ii) submit a proposal.

Proposals shall be based upon compliance with the requirements identified in the Scope of Work and Project Technical Requirements. Notwithstanding the content of the design parameters and criteria in the Scope of Work and Project Technical Requirements, Respondents have the discretion, using their best technical judgment, to submit innovative approaches that will provide an optimal and cost-effective solution for the City's Project.

See Attachment D for Existing Facility Information.

See Attachment E for Scope of Work and Project Technical Requirements.

F. Business Environment

This section provides a summary of the financial and legal terms that are contemplated for the Project procurement process and contract documents.

Public Works Requirements

This Project is subject to all public works requirements as set forth in the General Conditions and Supplemental General Conditions of the sample agreement, including but not limited to, contractor licensing requirements, prevailing wage, bonding requirements, and registration with the California Department of Industrial Relations (DIR).

Legal Authority

This procurement is required to adhere to the Local, State and Federal Government Procurement rules and regulations and maintain adequate records to support the basis of purchasing all goods, materials and contracting services for projects approved under the Public Assistance program as stated in 44 CFR 13.36.

G. Defined Terms

All capitalized terms in this RFP have the meanings as first used in the text of this RFP and are defined in Attachment A (Definition of Terms).

Part 2 – Instructions

A. Proposal

The Design-Builder shall carefully examine the contents of the entire RFP and become familiar with the contents before preparing their proposal. Submission of a proposal shall be considered evidence that the Design-Builder has fully studied the RFP, the project site and is familiar with all aspects and requirements to perform any services.

Proposers shall carefully review and adhere to Part 2.D (Proposal Submission) for special instructions on submitting proposals via Public Purchase. Visit the City's website at <http://www.cityofnapa.org/265/Bidding-Information> to receive instructions on how to register as a vendor, as well as receive notification of upcoming bid opportunities.

B. Pre-Proposal Meeting

A pre-proposal information meeting will be held at 9:30 AM Pacific Time on Thursday, April 4, 2019, at the EIB Jamieson Water Treatment Plant at 270 Kirkland Ranch Road, American Canyon, California, 94503. A representative from the proposing Design-Build team is encouraged to attend however, attendance is not a requirement to submit a proposal. A site tour will be conducted immediately after the meeting.

C. Proposal Inquiries

Inquiries on the contents and requirements of this RFP will be accepted in written form only. All project inquiries shall be submitted electronically via Public Purchase.

The deadline for inquiries is close of business on Thursday April 18, 2019, after which time no further inquiries will be addressed.

Substantive requests for information may be responded to in writing by the City in the form of an addendum and/or clarification to this RFP and sent to all attendees of the pre-proposal meeting via Public Purchase.

D. Proposal Submission

The proposal submittal must be submitted by 3:00 PM Pacific Time on Thursday, May 9, 2019. Late submittals will not be accepted. It is the Design-Builder's responsibility to see that the proposal is received at the proper time. The submission of a proposal shall constitute a firm offer for design-build services to the City for ninety (90) days from the submission deadline for RFP response.

Submit one (1) electronic copy of the proposal containing the required information outlined in Part 2.H (Proposal Contents Overview) and in Part 3 of this RFP, and in a separate file, submit one (1) electronic copy of the cost estimate following the naming convention identified in Part 3.J via Public Purchase. Visit the City's website at <http://www.cityofnapa.org/265/Bidding-Information> to receive instructions on how to register as a vendor, as well as receive notification of upcoming bid opportunities. Vendor registration is required in order to submit proposals via Public Purchase.

Visit the City's website at <http://www.cityofnapa.org/265/Bidding-Information> to receive responses to questions, project updates and addendums.

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To the extent that the Proposer(s) assert that any information submitted to the City is confidential, and exempt from disclosure to the public under the Public Records Act (California Government Code Sections 6250, et seq.), the Proposer shall clearly label each page of the proposal on which the confidential information is included as “Confidential – Supplemental Information Provided” and deliver it to the City in a sealed envelope. The sealed envelope shall be clearly labeled “Confidential Information Submitted by [NAME OF PROPOSER] for the RFP FOR DESIGN-BUILD SERVICES FOR THE REPLACEMENT OF HILLCREST AND SILVERADO PUMP STATIONS”, and addressed to the attention of:

City of Napa Utilities Department
ATTN: Bill Ash, P.E.
1340 Clay Street
Napa, CA 94559

Confidential information provided shall be clearly labeled as “Confidential – Official Information” and shall indicate under which section it is to be included.

Before labeling any portion of the Submittal as “Confidential”, the Proposer shall carefully review Part 2.O (Public Record). As described in those sections, as a general rule, all records submitted to the City are public records, subject to disclosure to the public under the requirements of the Public Records Act.

E. Signatory Requirements

The Business Information Form included in Attachment B shall be signed by an authorized representative of the Design-Builder. The Design-Builder shall furnish documentation that the person signing the Form is empowered with signatory authority for the design-build team. The Form may be accompanied by a Corporate Resolution demonstrating the same. If a sole owner, it shall be signed by the owner of the company. If a corporation, it shall be signed by two officers of the corporation, consisting of (1) the chairman of the board, president, or vice president, and (2) the secretary, assistant secretary, chief financial officer, assistant financial officer, or by a person authorized by the corporation to execute written contracts on its behalf. If the Form is signed by a person other than an officer, or by only one officer, there must be attached to the Form a certified copy of a resolution of the corporation authorizing such officer or person to sign proposals on behalf of the corporation. If a joint venture, it shall be signed on behalf of each participating company by officers or other individuals who have the full and proper authorization to bind each company to the proposal. If a partnership, it shall be signed under the partnership name by a partner of the firm and the name of each partner shall be provided. If an LLC, it shall be signed by an officer or member who has authorization to bind the LLC in contract.

F. Design Builder Qualification Requirements

The Design-Build Project Team will have experience in design-build and/or construction projects of similar size and scope and successfully engaged with local agencies in the delivery of similar projects.

The Design-Build Project Team shall provide a Project Manager with demonstrated experience and successful completion of construction projects similar in size and scope. The Project Manager will be individually responsible for all design-build contractor services and shall serve as the single point of contact for the duration of the Project. The Design-Build Project Team is required to possess a valid State of California Class A or B Contractors License at the time of

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the bid and throughout the construction of the Project.

The design professional(s) included on the Design-Build Project Team shall be California licensed engineers in the disciplines required for the type of engineering work being performed. Structural and Electrical design documents shall be sealed by California licensed Structural and Electrical Engineers, respectively.

The Design-Build Project Team shall meet the insurance and bonding requirements as specified in this RFP.

G. Proposal Procurement Schedule

The expected procurement schedule, any of which could change at the City's sole discretion, is summarized as follows:

Procurement Process	Date	Time (all Pacific)
Request for Proposal Issued	3/7/2019	5:00 PM
Pre-Proposal Information Meeting	4/4/2019	9:30 AM
Inquiry Deadline	4/18/2019	5:00 PM
Response to Inquiries/Final Addendums Issued	5/2/2019	5:00 PM
Proposal Submission	5/9/2019	3:00 PM
Interview (if scheduled)	5/22/2019	Tentative
Selection Notification	5/28/2019	Tentative
City Council Action	6/18/2019	Tentative
Notice to Proceed	TBD	Tentative

H. Proposal Contents Overview

Submit one (1) electronic copy of the proposal via Public Purchase containing the required information outlined below.

The proposal shall consist of the following major sections that shall include, but not be limited to the following:

- Transmittal Letter
- Business Information
- Statement of Qualifications and Experience
- Summary of Subconsultants/Subcontractors
- Project Understanding and Approach
- Quality Assurance/Quality Control
- Project Schedule
- Exceptions to Scope of Work
- Exceptions to Terms of Agreement

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- Cost Proposal Submission Forms – to be submitted as a separate file following the naming convention identified in Part 3.J.

I. Access to Site During Proposal Period

The Silverado Highlands Pump Station is located within the gated portion of the Silverado Country Club. In order to ensure Proposers have a comprehensive understanding of the Silverado Highlands Pump Station Facility, site visits will be scheduled as follows:

Additional Site Visit	Date	Time (all Pacific)
Additional Access to Site (scheduled if needed)	4/11/2019	10:00 AM
Additional Access to Site (scheduled if needed)	4/16/2019	10:00 AM

Proposers interested in an additional site visit shall coordinate access by emailing Bill Ash at wash@cityofnapa.org. Proposers shall follow all of the above-mentioned communication and project inquiry protocols as the additional site visit may or may not include a City staff member that is familiar with the pump station replacement.

The Hillcrest Pump Station is not located within a gated portion of the Silverado Country Club and may be visited at any time without the presence of City staff. Proposers interested in visiting the Hillcrest Pump Station shall notify the City by emailing Bill Ash at wash@cityofnapa.org with the date and time that they intend to visit the site.

J. Limitation of Damages

Each Proposer, by submitting a Proposal, agrees that in no event will the City or any of its employees, advisors or representatives be liable, under any circumstances, for any claim, demand, liability, damage, loss, suit, action, or cause of action, including all costs and expenses relating thereto ("Claim") related to the RFP, the procurement process or any Proposal, or to reimburse or compensate the Proposer in any manner whatsoever, including but not limited to costs of preparation of the Proposal, loss of anticipated profits, loss of opportunity, or for any other matter. Without in any way limiting the above, each Proposer specifically agrees that it will have absolutely no Claim against the City or any of its employees, advisors or representatives if the City for any reason whatsoever:

- 1) Does not award a contract;
- 2) Suspends, cancels or in any way modifies the Project or the competitive selection process (including modification of the scope of the Project or modification of this RFP or both);
- 3) Accepts any compliant or non-compliant response to this RFP; or,
- 4) Under the terms of this RFP, inadvertently permits or does not permit a Restricted Party (See Part 2.S) to advise, assist or participate as part of a Proposer team.

By submitting a Proposal, the Respondent waives any and all Claims whatsoever, including Claims for loss of profits or loss of opportunity, if the Proposer is not awarded a design-build contract in the competitive selection process or for any other reason whatsoever.

K. City of Napa's Rights and DisclaimersCity's Reservation of Rights

In connection with this procurement, the City reserves to itself all rights (which rights shall be exercisable by the City in its sole discretion) available to it under the Public Contract Code and applicable law, including without limitation, the following, with or without cause and with or without notice:

- 1) Cancel, modify, or withdraw the RFP, in whole or in part at any time prior to the execution of the DBA, without incurring any cost obligations or liabilities;
- 2) Issue a new RFP, or modify dates set or projected in the RFP;
- 3) Accept or reject any or all Proposals, or information submitted related to a Proposal;
- 4) Issue Addenda, supplements and modifications to the RFP;
- 5) Modify the RFP process with appropriate notice to Proposers;
- 6) Solicit Best and Final Offers (BAFO) from all Proposers short-listed;
- 7) Appoint an Evaluation Committee and evaluation teams to review Proposals and to consider the advice and assistance of non-City experts in any subject matter in Proposal evaluation;
- 8) Approve or disapprove the use of particular subcontractors, substitutions of subcontractors, changes in Key Personnel, and any other changes in Proposer's Qualification and Experience as submitted to the City;
- 9) Seek or obtain data from any source that has the potential to improve the understanding and evaluation of the Proposals;
- 10) Revise and modify, at any time before the Proposal Deadline, the factors it will consider in evaluating Proposals and to otherwise revise or expand its evaluation methodology. If such revisions or modifications are made, the City shall circulate an addendum to all Proposers setting forth the changes to the evaluation criteria or methodology. The City may extend the Proposal Deadline if such changes are deemed by the City, in its sole discretion, to be material and substantive;
- 11) Conduct interviews and/or discussions with Proposers;
- 12) Waive any weaknesses, informalities, irregularities, or omissions in a Proposal, permit corrections, and seek and receive clarifications to a Proposal;
- 13) Disqualify any Proposer that changes its organization or other information included in the Qualifications and Experience that was submitted to the City, without the City written approval;
- 14) Hold the Proposals under consideration for the maximum duration of the proposal validity period specified in this RFP, or longer if there is a mutual agreement to extend the proposal validity period;
- 15) Award the DBA, with or without negotiations, to the Proposer determined by the City to have offered the Best Value to the City based on the Proposer's initial Proposal or BAFO Proposal;
- 16) Disclose information contained in the Proposals to the public as described in this RFP;
- 17) Not issue a Notice to Proceed after execution of the DBA if specific contractual requirements are not met by the Contractor;
- 18) Terminate evaluations of Proposals received at any time;
- 19) Require confirmation of information furnished by a Proposer, require additional information from a Proposer concerning its Proposal, or require additional evidence of

- qualifications to perform the work described in this RFP;
- 20) Contact and ask questions of contact persons identified in Proposals regarding a proposed key person's qualifications for the proposed role or regarding information provided for referenced projects, all as represented in the Proposal;
 - 21) Accept other than the lowest Price Proposal as the Best Value Proposal;
 - 22) Short-list, hold discussions and/or request BAFOs;
 - 23) Approve or disapprove changes to the Proposer Teams;
 - 24) Add or delete DBA work; seek and approve/disapprove Alternative Technical Concepts (ATCs);
 - 25) Negotiate with one or more Proposers concerning its Proposal; DBA terms, conditions and scope; and/or as necessary for the City to meet budget;
 - 26) Suspend and/or terminate negotiations at any time, elect not to commence negotiations with any Proposer and engage in negotiations with other than the highest ranked Proposer if negotiations with the highest ranked Proposer prove to be unsuccessful;
 - 27) Retain ownership of all Proposals and materials submitted in hard-copy and/or electronic format;
 - 28) Exercise any other right reserved or afforded to the City under this RFP; and
 - 29) Reject or refuse to consider a submitted Proposal if such refusal or rejection is based upon, but not limited to, any of the following:
 - a. Failure on the part of a Principal Participant to pay, satisfactorily settle, or provide security for the payment of claims for labor, equipment, material, supplies, or services legally due on previous or ongoing contracts;
 - b. Submittal by the Proposer of more than one Proposal for the same work under the Proposer's own name or under a different name;
 - c. Participation by a Principal Participant in more than one Proposal in response to this RFP;
 - d. Evidence of collusion between a prospective Proposer, any Principal Participant or Lead Designer and other Proposers, Principal Participants or Lead Designers in the preparation of the Qualifications and Experience in response to the RFP, the RFP Proposal, or any pricing for the Project;
 - e. Uncompleted work or default on a contract for which the prospective Proposer or a Principal Participant is responsible which, in the judgment of the City, might reasonably be determined to hinder or prevent the prompt completion of work on this DBA if awarded;
 - f. Existence of a notice of debarment or suspension in any jurisdiction;
 - g. Evidence of inadequate financial resources to ensure successful completion of all work under the DBA;
 - h. Failure to obtain required bonds or specified insurance for this Project;
 - i. Proposer refusal to further negotiate pricing, or DBA terms and conditions, in advance of execution of the DBA;
 - j. Evidence of Proposer or Principal Participant noncompliance with any federal, state or local laws or regulations; or

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- k. By virtue of the City exercising any other right reserved or afforded to the City under this RFP or under the Public Contract Code and applicable law.

30) Disqualify any Proposer that fails to comply with the Conflict of Interest requirements in Section R.

The City's Disclaimers

In issuing this RFP and undertaking the procurement process specified herein, the City disclaims the following:

- 1) Any liability or commitment to provide sales tax or other revenues to assist in carrying out any and all phases of the DBA;
- 2) Any obligation, responsibility or liability, fiscal or otherwise, to reimburse a Proposer for all or part of the costs incurred or allegedly incurred by parties considering a response to and/or in responding to this RFP. All such costs shall be borne solely by the Proposer and not the City;
- 3) Any obligation to Award the DBA to the Proposer submitting the lowest priced Proposal;
- 4) Any obligation to Award the DBA. The City makes no representation that the DBA will be awarded to any Proposer responding to this RFP;
- 5) Any contractual obligation or liability for, any obligations with respect to the Project until such time (if at all) as a contract, in form and substance satisfactory to the City, has been authorized and executed by the City and, then, only to the extent set forth herein;
- 6) The Proposer acknowledges that, by submitting a Proposal in response to this RFP, it accepts these disclaimers and waives any right whatsoever to legally challenge or protest any of the City's actions that exercise these disclaimers.

L. Use of Subcontractors

Design-Builder shall not subcontract any work to be performed by it under the DBA without the prior written approval of the City. Design-Builder shall be solely responsible for reimbursing any subcontractors and the City shall have no obligation to them.

Subcontractors shall be registered with the DIR pursuant to Labor Code Section 1725.2.

M. Contract and Insurance Requirements

Attachment H contains a sample Agreement for Services. The City intends to execute a final agreement with substantially the same terms, however, some changes may occur as part of negotiations with the selected design-build contractor. Respondents are strongly encouraged to have the contract reviewed by their insurance company. Please include any proposed exceptions or changes to the contract in your response. Any proposed exceptions or changes to these provisions will be subject to City approval.

The laws of the State of California shall govern the contract executed between the successful Design-Builder and the City and any interpretations or constructions thereof. Further, the place of performance and transaction of business shall be deemed to be in the City of Napa, State of California, and in the event of litigation, the exclusive venue and place of jurisdiction shall be in the State of California, and more specifically, in Napa County.

N. Proposal Withdrawal

A Respondent may withdraw his or her proposal any time before the date and time when proposals are due, without prejudice, by submitting a written request for withdrawal to the Utilities Director. Oral withdrawal requests or withdrawal requests by telephone will not be accepted by the City.

O. Public Record

As a general rule, all documents received by the City are considered public records and are subject to disclosure to the public under the requirements of the California Public Records Act (California Government Code Sections 6250, et seq.). There are two exceptions to the general rule that are relevant to this RFP that authorize the City to refuse to disclose City records to the public for: (1) the “deliberative process”; and (2) “Confidential – Official Information”.

Deliberative Process: Each team submitting proposal packages is hereby informed that, upon submittal of its package to the City in accordance with this RFP, the package contents are the property of the City.

- 1) Unless otherwise compelled by a court order, the City will not disclose any submission under this RFP while the City conducts its “deliberative process” of reviewing the submissions. However, when the City Manager submits a recommendation to the City Council to approve the Preferred Proposer, the City shall consider all application materials to be subject to public disclosure, unless there is a legal exception to disclosure. (See, *Michaelis v Superior Court* (2006) 38 Cal.4th 1065).

Confidential – Official Information: One potential exception from public disclosure is “official information” submitted to the City in confidence, where the necessity for preserving the confidentiality of the information outweighs the necessity for disclosure in the interests of justice. (See California Government Code Section 6254(k) and Evidence Code Section 1040). The City anticipates that some portions of the Respondent’s Submittal will be appropriately designated as exempt from disclosure based on their status as “official information”.

- 1) If a Proposer asserts that any portion of its submission is subject to a legal exception to public disclosure, the Proposer must: (1) clearly mark the relevant portions of its application “Confidential – Official Information” (using the separate envelope described in Section Part II.D); (2) upon request from the City, provide additional information regarding the legal basis for exception from disclosure under the Public Records Act; and (3) the Respondent shall defend, indemnify, and hold harmless the City regarding any claim by any third party for the public disclosure of the “Confidential” portion of the submission.
- 2) If the City receives a request for disclosure of records identified by a Proposer as “Confidential – Official Information,” the City shall take one of the following actions:
 - a) If the City determines there is a legal basis to withhold the records from disclosure, the City shall not disclose those records unless compelled by a court order; provided that, upon request by the City, the Proposer shall defend, indemnify, and hold harmless the City regarding any claim or litigation by any third party for the public disclosure of the “Confidential – Official Information” portion of the submission.
 - b) If the City does not identify a legal basis to withhold the records from

disclosure, the City shall provide written notice of the request for disclosure to the Proposer, and the Proposer shall be given an opportunity to either: (1) withdraw the records from the submission, or (2) include the records in the submission.

- i. To the extent the Proposer chooses to withdraw the records from the application, the City shall return the records to the Proposer, and those records will not be considered by the City to be part of the submission, and those records will not be maintained by the City. As a condition of returning the records to the Proposer, the City may require the Proposer to withdraw its submission, and defend, indemnify, and hold the City harmless regarding any claim or litigation by any third party.
- ii. To the extent the Proposer chooses to include the records in the submission, the City shall consider the records as part of the submission, and the records will be subject to public disclosure unless the Proposer obtains a court order to preclude public disclosure.

P. Proposal Ownership

All Proposal documents and information (including all submissions and concepts submitted by the Proposer during the RFP process, including discussions during meetings and interviews) shall become the property of the City. By submittal of documents and information to the City as a part of the RFP process, the Proposer authorizes the City to use the documents and information.

Q. Disclosure of Litigation or Arbitration

The Proposer shall disclose, as part of the proposal, any litigation or arbitration concerning the materials or Proposer's performance concerning the same or similar material or service to be supplied pursuant to this contract and any judgments or awards made against Proposer on the basis of Proposer's performance in supplying or installing the same or similar material or service. Failure to disclose relevant litigation or arbitration history could result in the Proposer's proposal being rejected as non-responsive, or may otherwise be considered in the City's evaluation process. The City reserves the right to evaluate proposals on the basis of the facts surrounding such litigation or arbitration.

R. Conflict of Interest

General – The City reserves the right to disqualify any Proposer that, in the City's opinion, has a conflict of interest or an unfair advantage, whether it is existing now or is likely to arise in the future. Alternatively, the City in its sole discretion may permit the Proposer to continue and impose such conditions as the City may consider to be in the public interest or otherwise required by the City. Failure to disclose conflicts of interest, unfair advantage, or relationships with Restricted Parties may be cause for disqualification. Restricted Parties are entities and individuals that have performed work related to this project and are prohibited from bidding on the Project or participating on any design-build team (See list of Current Restricted Parties Below).

The City recognizes that the Proposers must maintain business relations with other public and private sector entities in order to continue as viable businesses. The City will take this into account as it evaluates the appropriateness of proposed measures to mitigate potential conflicts. It is not the intent of the City to disqualify Proposers based merely on the existence of a business relationship with another entity, but rather only when the City makes a reasonable

assessment that such relationship would potentially impair the Restricted Party's ability to offer objective advice or carry out contractual duties to the City. The City will disqualify Proposers only in those cases where a potential conflict cannot be adequately mitigated.

The City may, in its sole discretion, consider and evaluate the significance of actual, perceived, or potential conflicts of interest or unfair advantage.

For the purposes of this RFP, references to conflicts of interest with Restricted Parties describe situations in which the Restricted Party (or a member of his or her family) is involved in an activity or has a personal interest that could:

- Impair, or even appear to impair, the ability to make objective and fair decisions, or
- Create an incentive to act in a manner that would advance personal interests at the expense of the City.

For the purposes of this RFP, references to unfair advantage also include access to confidential City information that is not, or would not reasonably be expected to be, available to all Proposers.

Use or Inclusion of Restricted Parties – California Government Code Section 1090 prohibits a city officer or employee from being financially interested in any contract made by them in their official capacity. Each Proposer is responsible, and bears the burden, to ensure that neither the Proposer nor any Proposer team member uses or seeks advice or assistance for this project from any Restricted Party or includes any Restricted Party in the Proposer's team. Proposers also should be aware that Section 1090 prohibits an individual from aiding or abetting a city officer or employee in such violation.

Current Restricted Parties – At this time, and without limiting the definition of Restricted Parties, the City has identified the following persons, and their parents, affiliates and subsidiaries, as Restricted Parties:

- Members of the City Council of the City of Napa; and
- Current and former employees of the City who have a conflict of interest under California law or had, or currently have, participation or involvement in the competitive selection process for the Project or the design, planning or implementation of the Project.

Additional persons or firms may be added to or deleted from the list during any stage of the competitive selection process via addendum.

Request for Advance Decision – A Proposer or a prospective member or advisor of a Proposer team who has any concerns regarding whether a current or prospective employee, advisor or member of that Proposer team is or may be a Restricted Party or has a concern about any conflict or unfair advantage it may have, shall request an advance decision in accordance with this section. Failure to comply with this requirement may result in disqualification.

To request an advance decision on whether a person is a Restricted Party, the following information should be submitted to the Project Manager by email, not less than twenty (20) working days prior to the deadline for responding to this RFP:

- 1) Names and contact information of the Proposer and the person for whom the advance

opinion is requested;

- 2) A description of the relationship that raises the possibility or perception of a conflict of interest or unfair advantage;
- 3) A description of the steps taken to date, and future steps proposed to be taken, to mitigate the conflict of interest or unfair advantage, including the effect of confidential City information; and,
- 4) Copies of any relevant documentation.

The City will make the decision, which is final and binding on the persons requesting the ruling and all other parties, including Proposers, Proposer team members and the City. All requests for advance decisions will be treated in confidence.

S. Evaluation Criteria

An evaluation panel consisting of City's representatives will evaluate the RFP submittals for the purpose of making a recommendation to the Utilities Director. The evaluation will be based on the team's experience/qualifications and ability to collaborate with the City for the cost effective and timely delivery of the project improvements. The submitted proposal package that is deemed to provide the best value to the City will be selected.

The top design-build teams may, at the City's discretion, be invited to an interview with the selection committee at a City office in Napa, California if the selection committee determines that interviews would further benefit the selection process after review of the submitted proposal packages. The City may conduct such investigations as it considers necessary to assist in the evaluation of any submitted proposal.

Teams will be evaluated on the basis of:

- 1) Demonstrated understanding of the Project, including project timelines and coordination with the City;
- 2) Overall qualifications and experience as applied to the Project, specifically pump station design and small facilities construction within residential neighborhood settings, permitting, construction; and overall experience of the staff assigned to this Project;
- 3) Ability and capacity to perform the work in a safe, efficient and productive manner with the least amount of disruption to the residential neighborhood;
- 4) Design-build team's approach to the Project including collaboration with City, including a detailed project organizational chart demonstrating the integration of the duties and responsibilities of design-build contractors and its proposed subcontractors/subconsultants;
- 5) Project costs, value engineering opportunities and the ability to control or reduce Project costs and maintain schedule;
- 6) Responsiveness to the Request for Proposal process;
- 7) References, firm history, and sufficiency of financial resources.

The top-ranked firm based upon the proposal submittal and interviews (if held) will be given the opportunity to execute a DBA with the City. If an agreement regarding scope and fee is not reached within a reasonable period, the City may pursue negotiations with the next ranked firm or reissue the RFP altogether.

T. Proposal Conditions and Administration

The issuance of this RFP constitutes only an invitation to submit a Proposal. This solicitation process will be administered under a number of conditions described below, and the City may undertake any or all of the following:

- 1) Require additional information from one or more Proposers and conduct clarification discussions, at any time, to supplement or clarify the Proposals;
- 2) Conduct investigations with respect to the qualifications and experience of each Proposer and request additional evidence to support any such information;
- 3) Visit and examine any of the projects referenced in Proposals and observe and inspect the operations at such projects;
- 4) Waive any defect or technicality in any Proposal received;
- 5) Reject any Proposal found to be irregular, incomplete, conditional, or not in compliance with or not responsive to the requirements and instructions contained herein. A Proposal may be found to be irregular or nonresponsive for reasons including, but not limited to, failure to strictly comply with the criteria stated herein, failure to submit information needed to evaluate the Proposal based on the evaluation criteria, incompleteness, failure to provide or complete required forms, improper signatures, submittal of more than one Proposal by the same firm, and evidence of collusion;
- 6) Supplement or otherwise modify this RFP with written addenda;
- 7) Receive written questions concerning this RFP from Proposers and provide such questions, and the City's responses, to all Proposers;
- 8) Cancel this procurement process in whole or in part with or without substitution of another RFP for any reason whatsoever;
- 9) Take any action affecting the RFP process or the Project that would be in the best interests of the City;
- 10) In the City's sole and absolute discretion, it may reject any and all Proposals or part of any and all Proposals or withdraw the RFP if it is deemed in the best interest of the City;
- 11) Change or alter the schedule for any events associated with this procurement process, and a Proposer, by submitting a Proposal, agrees to be bound by any schedule modification made by the City;
- 12) Amend any of the services set forth herein, remove services or include services not currently contemplated, at any time prior to execution of the DBA.

U. Award of Contract

Proposals will be analyzed to determine the best value to the City, taking into consideration the criteria established for evaluation set forth in this RFP, in order to select the apparent Successful Respondent. Once selected, the City and the Successful Respondent may negotiate the final agreement and price for presentation to the City Council to award the Project.

- 1) The City reserves the right to reject any item or items, to waive informalities, technical defects and minor irregularities in responses received; and to select the team that offers the best value to the City. Should the City elect to waive a right it will not constitute an automatic waiver of that right in the future nor will it impact any other right

or remedy;

- 2) The City reserves the right to withhold award of contract for a period of up to ninety (90) days following RFP opening;
- 3) Upon receipt of notification from the City, the apparent Successful Respondent shall enter into and execute a DBA in a form substantially similar to that set forth in Attachment H, Sample Agreement, which shall incorporate the Scope of Services set forth in this RFP as well as the Special Provisions and all other requirements set forth in this RFP. The final DBA will be as negotiated and agreed to by the parties. Requested items are to be furnished as described in the RFP and in strict conformity with all instructions, conditions, specifications, and provisions in the complete DBA, as defined by this clause or any related agreement. Failure to provide requested items such as a signed DBA, evidence of insurance with additional insured endorsement, and copies of licenses, etc. in the time frame requested by City may result in rejection of the Design-Builder.

Part 3 – Proposal Content and Format

A. Transmittal Letter (not to exceed two pages)

A transmittal letter, signed as described in Part II.E, Signatory Requirements, shall be included with the proposal.

The transmittal letter shall include, but not be limited to the following:

- Design-Builder contact information: contact information shall include the name, address, telephone number, email, and facsimile number of the primary contact. This will be the individual who can be contacted during proposal evaluation if the City has questions about the proposal;
- Office Location(s): the location of the Design-Builder's headquarters, along with any local support offices which will provide service to the City;
- Company Management/ownership: the City is looking for a Design-Builder that can provide a measure of proven stability and reliability. Please describe the Team's size, company management and ownership.

B. Business Information

A completed copy of the Business Information Form included in Attachment B, with additional pages attached as needed, shall be submitted with the proposal.

List each participant, type of entity, company officers or principals, company headquarters, and office nearest Napa.

Provide a list of all contracts terminated (partially or completely) by clients for convenience or default within the past three years. Include contract value, description of work, sponsoring organization, contract number, and name, telephone number and email address of contracting entity.

C. Statement of Qualifications and Experience (not to exceed fifteen pages)

Statement of qualifications should describe in general the Team's history and its experience in the various types of services provided. Indicate the extent of engineering and construction of similar projects with design-build delivery or design-bid-build delivery with an emphasis on working with local municipalities. The City is also interested in similar projects managed by the Respondent's proposed project manager and superintendent.

This section should also address the following items to describe the Project Teams level of experience and organization.

Business Entity

- 1) Describe your design-build team organization and list each participant, type of entity, company officers or principals, company headquarters, and office nearest Napa;
- 2) For each company participant, list the number of years in business, average annual dollar value of work performed within the past five years, bonding capacity, the total number of professional and other employees and the number of professional and other employees in the office that will have primary responsibility for this Project;

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- 3) In the case of a partnership, joint venture or other association that is not a legal entity, a copy of the agreement creating the partnership, joint venture or association must be provided as an attachment to the Proposal, and it must specify a single Guarantor that will be fully liable for the entity's performance under the DBA. For a joint venture, the specific areas of responsibility (including administrative, technical, and financial) for each member of the joint venture must be outlined.

Licensing and Qualifications

- 1) Describe the professional and contracting licenses of key team participants.

General Design-Build Experience

- 1) Describe the prior design-build and design-bid-build experience of your primary team members (Prime Contractor, Engineer) and describe experience working as a team and as members of other teams;
- 2) Describe your value engineering experience and history of your primary team members;
- 3) Discuss your change order history, including number, amounts and types of change order claims for similar projects;
- 4) Describe the prior public works projects for city agencies completed as either design-build or design-bid-build construction within the last five years.

Engineering Experience

- 1) Describe the Engineer's experience designing pump station facilities of a similar scope and size.
- 2) Describe the applicable experience of key personnel that will be assigned to this Project.

Construction Experience

- 1) Describe the Contractor's experience constructing potable pump station facilities of a similar scope and size.

Project Management Experience

- 1) The design and construction phases require a knowledgeable project manager, engineer, and superintendent that will effectively lead a collaborative working relationship with the City to execute the Project improvements in a cost-effective manner. Please describe how your team leaders will approach this Project with special emphasis on strategies that will be employed to reduce costs, increase efficiencies, and develop a cooperative relationship with the City. Include a team organizational chart;
- 2) Please provide a summary of applicable experience with full resumes included and referenced as an attachment for all of the following key roles: Project Engineer, Project Manager, Construction Superintendent, and Estimator;
- 3) Include an estimate of the duration and percentage of time each of the above will dedicate to this Project.

Safety Experience

- 1) Describe the Design-Build Contractor's (and Subcontractor's) safety program and record for the past 4 years;
- 2) Provide Contractor's/Subcontractor's Experience Modification Rate (EMR), if available, for the past 4 years.

References

- 1) Provide a minimum of three (3) references including owner name and contact name, title, address, phone and fax numbers and email address for owners of previously executed design-build or design-bid-build projects which are of similar nature to this Project.
- 2) Provide a minimum of three (3) references for each of the key team members. At a minimum, the key members shall include the overall Project Manager, Lead Design Engineer, Construction Superintendent, Construction Foreman, and the QA/QC Manager as defined in Task 1 of Attachment D -Scope of Work.

D. Summary of Subconsultants/Subcontractors

Identify any and all subconsultants/subcontractors and design professionals proposed to serve on the Project, with background information and particular experience of key personnel, including past projects. Show the key personnel in the organization chart.

E. Project Understanding and Approach

Please describe your team's approach to this design-build project including the following:

- 1) Describe how your team would generally approach this design-build Project;
- 2) Describe opportunities within this Project to reduce costs and increase efficiencies;
- 3) Describe your team's approach to potable water pump station design and construction, alternatives you have considered to reduce impacts and ensure the success of other projects of a similar nature;
- 4) Describe how your team will ensure quality of designs and construction;
- 5) Describe your approach to managing the overall Project delivery schedule;
- 6) Describe your team's approach to partnering with the City;
- 7) Describe your team's approach to completing the design plans;

The schedule for this Project is critical. Please describe techniques you have employed to ensure that design services, construction management, materials and labor are available to meet the design-build construction schedule.

Describe options to accelerate the schedule and cost implications and/or incentives, if any, associated with doing this.

F. Quality Assurance/Quality Control

- 1) Describe how your team shall provide QA and QC for both design and construction elements of the Project, including but not limited to, plan checking, sampling, testing, inspection, change order management, document control, communication requirements, and non-compliant work corrective action plans to ensure that the work conforms to the contract requirements. Responses shall be thorough and comprehensive, providing clear distinctions between QA and QC as well as between design and construction. The proposed QA/QC program should at least meet the minimum standards described in Attachment E, Scope of Services;
- 2) Describe the experience and qualifications of the QA/QC Manager;
- 3) Describe how your team's QA/QC program for both the design and construction elements shall cover a subcontractor, supplier, vendor, or other entity with contractual obligations to complete design or construction elements of the Project.

G. Project Schedule

Please include a proposed Project schedule that includes all significant planning, design, City design review, permitting and construction activities with key milestones identified.

H. Exceptions to Scope of Work

Please include a statement regarding whether or not there are any exceptions to the scope of work provided in this RFP. Significant exceptions may be grounds for rejection of the proposal. If no exceptions are included, the City will expect the Design-Builder will be able to construct the Project per the included scope of work.

I. Exceptions to Terms of Agreement

Please include a statement regarding whether or not there are any exceptions to the terms and conditions of the sample DBA. Significant exceptions may be grounds for rejection of the proposal. If no exceptions are included, the City will expect the Design-Builder to sign the City's DBA and provide the required insurance and indemnification.

J. Cost Proposal Submission Forms

All cost proposals shall be submitted as a separate file using the Cost Proposal Worksheet included in Attachment G using the following file naming convention, "UTILWTR03072019_Cost Proposal_[NAME OF PROPOSER]". Cost proposals shall be accompanied by a detailed construction cost estimate using the Construction Institute (CSI) MasterFormat numbers and titles shown on the Cost Proposal Worksheet for each Pump Station alternative. Proposers may include additional or more detailed cost information for suggested improvements or alternatives; however, the Cost Proposal Worksheet for each pump station must be submitted.

K. Recommended Value Modifications

Describe recommended changes to the DBA terms and conditions, or to the Project design requirements (if any), for consideration during contract negotiations. For each recommendation, state the associated change to the DBA price (up or down) in the event the recommended change were to be adopted. For the purposes of the Cost Proposal, it shall be assumed that no such recommendations will be adopted.

Part 4 – Selection Criteria

A. City Staff Assessment

Proposals will be reviewed and evaluated by a committee of City staff with knowledge of engineering and operational requirements for the pump station facilities. City staff will rate each proposal based on the criteria shown on the Evaluation Sheet below. If necessary, the City will conduct interviews with the top-rated Respondents.

B. Interviews

The City may, at the City's discretion, conduct an interview/oral presentation with the top-rated Respondents. Key members of the Respondent's team shall attend, including but not limited to the Project Manager, Construction Manager, Design Manager, On-site Superintendent, and Lead Process Engineer. The interviews with each respective Respondent could be scheduled for **ninety (90) minutes**. Interviews could consist of an oral presentation by the Respondent and a questions and answers portion administered by the City. An agenda for the interview/oral presentation will be sent to those Respondents invited to be interviewed prior to the interview.

The purpose of the interview is to enable the Respondents to: (a) demonstrate clarity of expression and thoroughness; (b) demonstrate a strong understanding of Project issues; (c) demonstrate the ability to clearly communicate; (d) articulate its thoughts and ideas in a logical and factual manner; (e) demonstrate team chemistry between members and impressions of ability to work cohesively; and (f) provide answers to questions with thoroughness and insight in providing direct and clear responses. The City will consider the above factors when completing its evaluation of the Technical Proposals.

C. Evaluation Sheet

The qualification and proposal submittals will be evaluated to determine the best overall value to the City. The evaluation criteria are listed below:

Evaluation Sheet		
Criteria	Maximum Points	
<u>GENERAL</u> – Overall quality of the proposal, completeness, responsiveness and readability.	5	
<u>SCOPE and SCHEDULE</u> – Level of detail and completeness of scope of work, documented understanding of the work to be done, detailed and well thought out schedule, ability to meet the schedule and demonstrated value to the City.	15	

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<u>DESIGN TEAM</u> – Successful experience with similar kinds of work, quality and applicability of references, demonstrated technical ability, firm history, level of experience, qualifications of design team and organization of team.	10	
<u>POTABLE WATER PUMP STATION DESIGN AND CONSTRUCTION</u> – Experience and success of the design-build team with similar projects and permitting.	10	
<u>CONSTRUCTION TEAM</u> – Successful experience with similar kinds of work, quality and applicability of references, demonstrated technical ability, firm history, level of experience, qualifications of subcontractors for specialty work (concrete, electrical, mechanical, etc.), organization of team, demonstrated value to the City based on results of past projects.	10	
<u>COORDINATION</u> – Demonstrated understanding of site constraints, daily operation of facility and coordination with City Staff, public interaction, and working hour restrictions.	10	
<u>CONTRACT PRICE (ALTERNATIVE B)</u> – Relative Cost Comparison (20 points). Demonstrated success of Design-Build team to deliver projects on budget with limited change orders (20 points).	40	
Total	100	

The top-ranked firm based upon the proposal submittal and interviews (if held) will be expected to execute a DBA with the City.

If an agreement regarding final scope, fee, and contract language is not reached within a reasonable period, the City may pursue negotiations with the next ranked firm or reissue the RFP altogether.

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ATTACHMENT A
DEFINITION OF TERMS

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The definitions of some of the capitalized terms used in this RFP are presented below:

Addendum or Addenda – Documentation provided by the City to Respondents to modify, add to, or clarify the RFP.

Alternative Technical Concept (ATC) – suggested changes submitted by the Project Team to the City's supplied information consisting of basic configurations, project scope, design or construction criteria.

Best and Final Offers (BAFO) – instance during the negotiation process to indicate that no further negotiation on the amount or terms is possible.

Cal-OES – California Office of Emergency Services

City – the City of Napa.

Construction Specifications Institute (CSI) – national association responsible for development of specification standards and formats for specification information and writing.

Design-Build (DB) - A project delivery method in which the detailed design; construction; selection and procurement of equipment, materials and services; and plant commissioning are completed by a single entity which is fiscally responsible for project implementation and facility performance.

Design-Builder – The entity that will enter into a DBA with the City and that will be the single point of accountability to the City for delivery of the services and the Project. This document may also refer to Design-Builder as Respondent, Proposer or Project Team, and for purposes of this RFP, shall be interpreted one and the same.

Design-Build Agreement (DBA) – The agreement, including all of its attachments, between the City and the Design-Builder for design build services for the Project.

Experience Modification Rate (EMR) – numeric representation that incorporates past cost of injuries and future chances of risk as compared to other businesses in the same industry within the same State.

FEMA – Federal Emergency Management Agency

Joint Venture - An association of two or more persons or businesses carrying out a single business enterprise for which purpose they combine their capital, efforts, skills, knowledge and/or property. Joint ventures must be established by written agreement.

Key Personnel – For the purposes of this RFP, the following individuals identified in the Respondent's SOQ and Proposal: Project Manager, Design Manager, Construction Manager, On-site Superintendent, Lead Process Engineer, and any other individual specifically identified in the SOQ and Proposal as Key Personnel.

Lead Contractor – The member of the Project Team having primary responsibility for construction services for the Project.

Lead Designer – The member of the Project Team having primary responsibility for design services for the Project.

Principal Participant – The Submitter or Proposer; Individual firms, general partners, or Joint Venture members of the Submitter or Proposer; and/or; All Persons and legal entities holding (directly or indirectly) a 15% or greater interest in the Submitter or Proposer.

Project – The Pump Stations Replacement project (Hillcrest and Silverado Highlands Pump Stations), and all work obligations within the Design-Build Agreement, inclusive of design, construction, acceptance testing, commissioning and obtaining governmental approvals.

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Project Team – The Design-Builder; the Lead Contractor, and the Lead Designer (with the understanding that one or more of these entities will be the Design-Builder); Key Personnel;

and any additional subconsultants included in the SOQ and Proposal.

Quality Assurance/Quality Control (QA/QC) – methods of guaranteeing highest quality product and service standards are established and achieved.

Request for Proposal (RFP) – all contents contained as part of this document.

Shortlist – A limited list of Respondents selected by the City to compete in the RFP process.

Shortlisted Respondent (also, Respondent) – Those entities who submitted an SOQ in response to the RFQ and were invited to submit Proposals in response to this RFP.

Successful Respondent – The Respondent with the highest total Proposal score that will be offered the opportunity to serve as the Design-Builder and enter into a DBA for the Project.

**ATTACHMENT B
BUSINESS INFORMATION FORM**

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BUSINESS INFORMATION FORM**To be submitted with the proposal****Design-Build Services
for the Replacement of
Hillcrest and Silverado Pump Stations
Napa, California**

Legal Name of Firm

Firm's Address

Firm's Telephone Number

City, State, Zip Code

Type of Organization (Partnership, Corporation, etc.) – for Joint Venture, provide above information for each party.

Name of Project Manager and Title

Name, Title and Phone Number of Person to Which Project Correspondence Should be Directed

Address Where Project Correspondence Should be Sent

Subconsultant/Subcontractor	Area of Responsibility	Phone

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**ATTACHMENT C
BOND REQUIREMENTS**

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FAITHFUL PERFORMANCE BOND
(Public Works)

KNOW ALL PERSONS BY THESE PRESENTS, that

WHEREAS THE CITY OF NAPA (hereinafter referred to as "City") has entered into a contract with _____ (hereinafter referred to as "Principal") for construction of the _____ Project (the "Contract"); and

WHEREAS said Principal is required under the terms of said Contract to furnish a bond of faithful performance of said Contract,

NOW, THEREFORE, we, the undersigned Principal, and _____, as Surety, are held and firmly bound unto the City, in the sum of _____ Dollars (\$ _____) lawful money of the United States, to be paid to the City or its successors and assigns; for which payment, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that if the above-bound Principal, or its heirs, executors, administrators, successors, or assigns approved by the City, shall promptly and faithfully perform the covenants, conditions and agreements in the Contract during the original term and any extensions thereof as may be granted by the City, with or without notice to Surety, and during the period of any guarantees or warranties required under the Contract, and shall also promptly and faithfully perform all the covenants, conditions, and agreements of any alteration of the Contract made as therein provided, notice of which alterations to Surety being hereby waived, on Principal's part to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify, defend, protect, and hold harmless the City as stipulated in the Contract, then this obligation shall become and be null and void; otherwise it shall be and remain in full force and effect.

No extension of time, change, alteration, modification, or addition to the Contract, or of the work required thereunder, shall release or exonerate Surety on this bond or in any way affect the obligation of this bond; and Surety does hereby waive notice of any such extension of time, change, alteration, modification, or addition.

Whenever Principal shall be and declared by the City to be in default under the Contract, Surety shall promptly remedy the default, or shall promptly do one of the following at City's election:

1. Undertake through its agents or independent contractors, reasonably acceptable to the City, to complete the Contract in accordance with its terms and conditions and to pay and perform all obligations of Principal under the Contract, including without limitation, all obligations with respect to warranties, guarantees, and the payment of liquidated damages.
2. Reimburse the City for all costs the City incurs in completing the Contract, and in correcting, repairing or replacing any defects in materials or workmanship and/or materials and workmanship which do not conform to the specifications in the Contract.

Surety's obligations hereunder are independent of the obligations of any other surety for the performance of the Contract, and suit may be brought against Surety and such other sureties, jointly and severally, or against any one or more of them, or against less than all of them without impairing the City's rights against the others.

No right of action shall accrue on this bond to or for the use of any person or corporation other than the City or its successors or assigns.

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In the event suit is brought upon this bond by the City, Surety shall pay reasonable attorney's fees and costs incurred by the City in such suit.

IN WITNESS WHEREOF, the above-bound parties have executed this instrument under their seals this _____ day of _____, 20____, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

(Principal)

Note:

*To be signed by Principal
and Surety with acknowledgment
and notarial seal attached.*

By _____

By _____

(Surety)

(Address)

By _____

PAYMENT BOND
(Public Works)

KNOW ALL PERSONS BY THESE PRESENTS, that the City of Napa (hereinafter designated as "City"), a municipal corporation located in the County of Napa, State of California, by Resolution No. _____, has awarded a contract to and has entered into an agreement with _____, hereinafter designated as "Principal," whereby Principal agrees to complete the improvements more particularly described in all documents forming the complete contract entitled "_____,," which said agreement is hereby referred to and made a part hereof; and

WHEREAS, said Principal is required to furnish a bond in connection and with said contract; provided that if said Principal, or any of his/her/its contractors, shall fail to pay for any materials, provisions, provider or other supplies or teams used in, upon, for, or about the performance of the work contracted to be done, or for any work or labor done thereon of any kind, the Surety of this bond will pay the same to the extent hereinafter set forth.

WHEREAS, we, the Principal and _____, as surety, are held and firmly bound unto the City in the penal sum of _____ dollars (\$_____) lawful money of the United States, we bind ourselves, our heirs, successors, executors and administrators, jointly and severally, firmly by these presents.

The condition of this obligation is such that if said Principal, his/her/its heirs, executors, administrators, successors or assigns, or its subcontractors, shall fail to pay any of the persons named in Section 9554 of the Civil Code, or to pay for any materials, provisions, provider, or other supplies or teams used in, upon, for, or about the performance of the work contract to be done, or for any work or labor thereon of any kind or for amounts due under the Unemployment Insurance Code with respect to such work or labor, then said Surety will pay the same in or to an amount not exceeding the amount hereinabove set forth, and also will pay in case suit is brought upon this bond a reasonable attorney's fee in such suit, which fee shall be fixed by the Court.

AS FURTHER TERMS OF THIS BOND, IT IS UNDERSTOOD AS FOLLOWS:

1. This bond and all its provisions shall insure to the benefit of any and all persons named in Section 9554 of the Civil Code so as to give a right of action to such persons or their assigns in any suit brought upon this bond.

2. This bond is given to comply with the provisions of Sections 9550-9566 of the Civil Code. The liability of the Principal and Surety hereunder is governed by the provisions of said chapter, all acts amendatory thereof, and all other statutes referred to therein. The said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the work to be performed thereunder or the specifications accompanying the same shall in any way effect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the work to be performed thereunder or the specifications accompanying the same shall in any way effect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the work or to the specifications.

IN WITNESS WHEREOF, the above-bounded parties have executed this instrument under their seals this ____ day of _____, 20____, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

NOTE: To be signed by Principal, and Admitted Surety and acknowledgment and notarial seal for both attached. Attach copy of authority for surety agent and County Clerk certificate under CCP §995.660 [SEAL]

(Principal)

By _____

(Surety)

City of Napa Water Division (Napa, CA)

WARRANTY/MAINTENANCE BOND

WHEREAS, the City Council of the CITY OF NAPA, State of California (hereinafter designated as "City"), and _____ (hereinafter designated as "Principal"), have entered into an agreement ("Agreement") dated _____, 20____, whereby Principal guaranteed that all improvements (as defined therein) constructed by or on behalf of Principal shall be free from defects of materials or work quality and shall perform satisfactorily for a period of at least one (1) year from the date of final acceptance of all work performed under the Agreement and further, the principal agreed to repair defects and replace improvements which cannot be repaired within said one (1) year period; and

WHEREAS, said Principal is required to furnish a bond for the faithful performance of its responsibility to maintain repair and replace said improvements.

NOW, THEREFORE, we the Principal and _____ as surety are held and firmly bound unto the City in the penal sum of _____ lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, successors, executors and administrators, jointly and severally, firmly by these presents.

The condition of this obligation is such that if the above-bounded Principal, his, her or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and provisions in the said agreement and any alteration thereof made as therein provided, on this or their part, to be kept and performed by Principal as required therein and in all respects according to their true intent and meaning, and shall indemnify and save harmless the City and its officers, agents and employees, as therein stipulated, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

As a part of the obligation secured hereby and in addition to the face amount specified therefore, there shall be included costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by City in successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered.

The surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the agreement or to the work to be performed thereunder or the specifications accompanying the same shall in any wise affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the agreement or to the work or to the specifications.

In witness hereof, this instrument has been duly executed by the Contractor and surety above named on _____, 20____.

SURETY:**PRINCIPAL:**_____
ATTORNEY-IN-FACT_____
(TITLE)

NOTE: To be signed by Principal, and
Admitted Surety and acknowledgement
and notarial seal for both attached. Attach
copy of authority for surety agent and
County Clerk certificate under CCP §995.660
[SEAL]

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**ATTACHMENT D
EXISTING FACILITY INFORMATION**

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Existing Facility Information*Project Location (Hillcrest Pump Station)*

Hillcrest Pump Station is located near 2799 Hillcrest Drive in the City of Napa approximately 4 miles northeast of downtown Napa, 1 mile northeast of the intersection of Atlas Peak Road and Hillcrest Road.



Figure 1: Vicinity Map



Figure 2: Location Map

All proposed improvements would be located on City-owned property as shown in the location map in Figure 2.

Existing Facility Information (Continued)*Project Location (Silverado Pump Station)*

Silverado Pump Station is located above the Milliken Water Treatment Plant at 630 Chaparral Circle in the City of Napa approximately 5 miles northeast of downtown Napa, 2 mile northeast of the intersection of Atlas Peak Road and Hillcrest Road.



Figure 3: Vicinity Map

All proposed improvements would be located on City-owned property as shown in the location map in Figure 4.



Figure 4: Location Map

City of Napa Water Division (Napa, CA)

Existing Facility Information (Continued)

HILLCREST PUMP STATION

PUMP #1	MANUF. PACO MODEL NO. 29-30145-14001 SERIAL NO. 92C07765B IMP. DIA.: 13.4"	TDH: 195 FT	GPM: 425	
MOTOR	MANUF. BALDOR MODEL NO. EM2539T FRAME: 324T HP: 40	VOLTS: 480 AC	3PHASE	51 AMPS S.F.:1.15
PUMP #2	MANUF. PACO MODEL NO. 29-30145-0140001 SERIAL NO. 92C07765A IMP. DIA.: 13.4"	TDH: 195 FT	GPM: 425	
MOTOR	MANUF. BALDOR MODEL NO. FRAME: 324T HP: 40	VOLTS: 480 AC	3PHASE	51 AMPS S.F.:1.15
PUMP #3	MANUF. PACO MODEL NO. IMP. DIA.: FULL 14.0"	TDH: 180 FT	GPM: 675	
MOTOR	MANUF. BALDOR MODEL NO. FRAME: 326T HP: 50	VOLTS: 480 AC	3PHASE	63 AMPS S.F.:1.15.

SILVERADO HIGHLANDS PUMP STATION

PUMP #1	MANUF. PACO MODEL NO. 16-20955-130101-1682 SERIAL NO. 93C68075 IMP. DIA.: 9.5"	TDH: 71 FT	GPM: 100	
MOTOR	MANUF. BALDOR CAT#: VJMM3218T FRAME: 184JM HP:5	VOLTS: 480 AC	3PHASE	7 AMPS S.F.:1.15
PUMP #2	MANUF. PACO MODEL NO. 16-20955-130101-1682 SERIAL NO. 93C68075 IMP. DIA.: 9.5"	TDH: 71 FT	GPM: 100	

City of Napa Water Division (Napa, CA)

MOTOR	MANUF. BALDOR CAT#: VJMM3218T FRAME: 184JM HP:5 VOLTS: 480 AC 3PHASE 7 AMPS S.F.:1.15
PUMP #3	MANUF. PACO MODEL NO. 16-20955-130101-1682 SERIAL NO. 92C66953C IMP DIA: 9.5" TDH: 71 FT GPM: 1000
MOTOR	CAT#: 6-340241-01 FRAME: 324JM HP:50 VOLTS: 480 AC 3PHASE 58 AMPS S. F.:1.15

City of Napa Water Division (Napa, CA)

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Date: 7/17/2018



VICINITY MAP
City of Napa Disaster
Atlas Fire October 2017

 Pump Stations

0 2,000 4,000
Feet
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at Original Scale



City of Napa Water Division (Napa, CA)

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Date: 7/17/2018



 Pump Stations

Project MAP
Hillcrest Pump Station
City of Napa Disaster
Atlas Fire October 2017

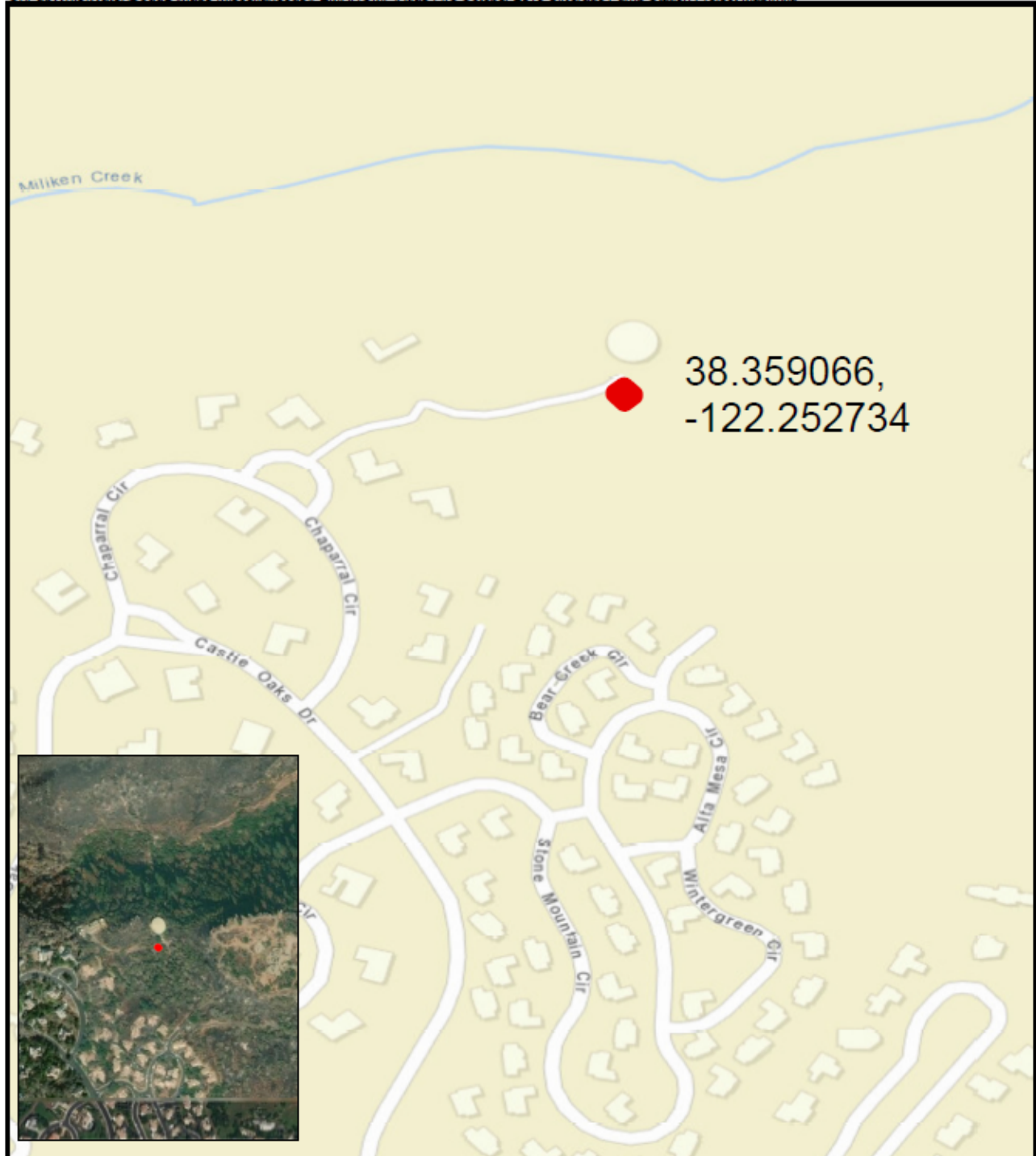
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City of Napa Water Division (Napa, CA)

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Date: 7/17/2018



 Pump Stations

Project MAP
Silverado Pump Station
City of Napa Disaster
Atlas Fire October 2017

0 150 300
Feet
This Line is One Inch
at Original Scale



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City of Napa Water Division (Napa, CA)

PLANT LIST

KEY	BOTANICAL NAME	COMMON NAME	5 GAL	CUTTINGS	REMARKS
TREES					
QUE AGR	QUERCUS AGRIFOLIA	COAST LIVE OAK	6		SEE NOTE #1
SHRUBS					
HET ARB	HETEROMELES ARBUTIFOLIA	TOYON	9		SEE NOTE #2
CEA 'SB'	CEANOTHUS 'SIERRA BLUE'	CALIFORNIA WILD LILAC	10		SEE NOTE #3
SAL SPP	SALIX SPECIES	WILLOW		7	SEE NOTE #4

- NOTES
- A DROUGHT RESISTANT EVERGREEN NATIVE TREE WITH A SIZE AT MATURITY OF 30-40' HEIGHT BY 30-40' SPREAD, WHICH IS ADAPTED TO SUNSET ZONES 7-10, 12, 14-24. THESE TREES ARE NOT INTENDED TO PROVIDE SCREENING WITHIN 3 YEARS, BUT WILL REQUIRE 5-7 YEARS TO REACH SIGNIFICANT SIZE (8-10' HEIGHT BY 3-5' SPREAD).
 - A DROUGHT RESISTANT, EVERGREEN NATIVE SHRUB WITH A SIZE AT MATURITY OF 8'-10' HEIGHT BY 10' SPREAD, WHICH IS ADAPTED TO SUNSET ZONES 7-9, 14-21. NAPA IS CONSIDERED TO BE ZONE 14. SHRUBS ARE EXPECTED TO BE 5' BY 5' AT 3 YEARS.
 - COLUMN STAKED FORM: A DROUGHT RESISTANT RAPIDLY GROWING EVERGREEN NATIVE SHRUB WITH A SIZE AT MATURITY OF 12-15' HEIGHT BY 15' SPREAD, WHICH IS ADAPTED TO SUNSET ZONES 4-7, 14-21. SHRUBS ARE EXPECTED TO BE 10' BY 8' AT 3 YEARS.
 - TO BE PLANTED FROM 12" LONG CUTTINGS FROM ADJACENT EXISTING WILLOWS, TO BE PLANTED AT NORTH SLOPE OF BUILDING FOR ADDITIONAL SCREENING. AT EACH LOCATION, PLANT 3 CUTTINGS. SEE PLANTING DETAIL NOTES BELOW RIGHT.

HYDROSEED MIX		NON-IRRIGATED HYDROSEED MIX:
APPLICATION RATES		
NON-IRRIGATED HYDROSEED MIX: 55 lbs. / ACRE		40.0% HYKON CLOVER
GREEN WOOD FIBER: 1800 Lbs. / ACRE		34.0% TRAKKALA SUBTERRANEAN CLOVER
16-6-8 FERTILIZER: 800 Lbs. / ACRE		9.5% RED FLAX
M-1 BINDER: 60 Lbs. / ACRE - On slopes steeper than 2:1		7.0% BLUE LUPINE
SEED MIX AVAILABLE FROM: CLYDE ROBIN SEED CO., HAYWARD, CA (510) 785-0425		

PLANTING NOTES

- All shrub and tree plantings are to be from 1 gallon size containers, utilizing drought resistant native species selected for rapid growth and minimal irrigation requirements.
- Shrub spacing and initial size of shrubs are designed to provide the required 80% screening within 3 years. If at the end of 2 years, growth is such that the plantings installed do not appear likely to achieve the 80% screening required, additional plantings of sufficient height and density will be installed to assure that the 80% screening requirement will be met.
- Initial plantings to be installed no later than the end of March 1993, to coincide with winter rains and maximize root growth for drought resistance to the end of the rainy season. No permanent irrigation is to be provided for these plantings. Hand watering will be provided for these plantings for the first 2 summers as required, as noted in the Planting Specifications.
- Protective deer fencing shall be installed as per the detail for all Ceanothus shrubs, and all other shrubs and trees where inspection shows that browse is significantly affecting the growth or health of the vegetation planted. Refer to Planting Specifications for additional notes on deer fencing.
- All disturbed area shall be cleared of construction debris and recontoured by the Grading Contractor to provide a finished appearance. All areas disturbed by previous unauthorized work shall be returned to "natural" grade. All disturbed areas shall then be hydroseeded with the mix noted in Plant List.

TREE PRESERVATION / REMOVAL LIST

TREE#	DBH	SPECIES	COMMENT
1	12"	BLUE OAK	REMOVE
2	MULTI	WILLOW	REMOVE, PRESERVATION OF OAKS ONLY
3	13"	BLUE OAK	PRESERVE
4	12"	BLUE OAK	PRESERVE
5	8"/8"	BLUE OAK	TWO STEM, PRESERVE
6	7"	BLUE OAK	PRESERVE
7	?	?	ALREADY REMOVED
8	?	?	ALREADY REMOVED
9	7 1/4"	BLUE OAK	PRESERVE, PROVIDE RETAINING WALL 24" MIN. FROM TRUNK IF REQUIRED
10	22 1/2"/14"	BLUE OAK	PRESERVE
11	MULTI	WILLOW	PRESERVE
12	5 1/2"	LIVE OAK	PRESERVE, PROVIDE RETAINING WALL 24" MIN. FROM TRUNK IF REQUIRED.

TREE PROTECTION NOTES

- This plan constitutes an amendment to the original Silverado Highlands Tree Survey Save and Removal Plan dated July 19, 1991. All tree protection specifications contained in said plan (see sheet 5) not in conflict with the following notes apply to this work and shall be strictly adhered to.
- No further ground or vegetation disturbing work of any kind, other than protective fence installation and tree trimming, shall commence on the subject property until 1) a pre-work initiation meeting between the contractor selected, the Project Arborist, and the County Project Planner has been held, 2) any tree limbs overhanging the work area that are low enough to pose a concern have been trimmed back by the Project Arborist, 3) all protective fences shown on the plan have been installed, 4) said fences have been inspected and approved by the Project Arborist, and 5) formal notification has been provided to the County Project Planner by the Project Arborist that said trimming has been completed and said approval has been given.
- No work of any kind, except for hand installation of the required hay bale barrier, shall be permitted inside the protective fences installed nor shall they be moved or opened without prior written approval of the Project Arborist and the County Project Planner. Soil, spoils, construction debris, trash, etc shall not be dumped inside these fences.
- The protective fences installed shall be maintained in a firm, upright state throughout the entire duration of the project. Their removal shall not be commenced until the project has been signed off by the County Project Planner and he/she has authorized in writing their removal.
- The only trees that may be removed are those authorized for removal on this plan. All other trees on the site shall be maintained in a healthy, undamaged state. No further trimming of the trees to be retained shall be undertaken except by the Project Arborist, who shall be a certified professional arborist.
- The storage of equipment/materials and the parking of vehicles shall only take place in those areas on this parcel outside the protective fences installed or on the roadways present.
- A copy of this plan shall be supplied to all contractors doing work on this property and they shall be informed that they are responsible for seeing that all relevant provisions of the tree protection portion of this plan are strictly adhered to.

PLANTING SPECIFICATIONS

TREE AND SHRUB PLANTING:

- The Contractor shall verify the availability of all Landscape plants within 30 days following award of the contract. Discrepancies or other problems and all plant substitutions shall be resolved at this time.
- All trees and representative samples of shrubs/ground covers shall be inspected at the site for approval by the Landscape Architect prior to installation.
- Tree and Shrub Planting:
Prior to digging holes for final planting, the Contractor shall spot all trees as shown on the Drawings for approval by the Landscape Architect.
 - Dig pits as shown on Drawings.
 - After pits are dug, break sides and bottom of holes to open wall of pit for root penetration. Plant pits shall be tested for proper drainage. Before proceeding with the planting, Contractor shall fill plant pits with water to see if subsoil conditions will cause retention of water for more than 12 hours. If drainage is found to be insufficient, Contractor shall notify Landscape Architect, and revise planting detail to provide additional drainage.
 - If plant pits do not drain overnight, then provide 2' deep by 8" diameter hole at base of plant pit and back fill with sand having medium to very fine structure with 3 to 4% maximum clay content, and cover hole with filter fabric.
 - Planting backfill mix for trees and shrubs shall be:
Amount per Cubic Yard:
3/4 cubic yard On site soil
1/4 cubic yard Nitrogen stabilized sawdust
1.5 lbs. 20-20 fertilizer (Best's Cropmaker)
2.5 lbs. 0-25-0 Single super phosphate
1 lb. Iron sulfate
 - Fertilize plants at the time of planting with Agriform 21-gram fertilizer tablets, 20-10-5: 2 per 1 gallon can or cuttings; 3 per 5 gallon can; 4 per 15 gallon can; specimen trees 3 per inch of caliper.
 - Plants shall be erect after planting, and staked or guyed as detailed at the time of planting. Remove nursery stakes.
 - Rootball crown shall be 2" above finish grade after watering and setting.
 - Tree and shrub plantings shall be watered and flooded to eliminate air pockets within 2 hours of the time of planting.
 - All trees shall be planted a minimum of 3' away from storm drain, sanitary sewer, or other underground utility lines (or per code).
- Clean-up:
Keep all areas of work clean, neat and orderly at all times. Keep all paved areas clean during planting and maintenance operations.
- Site Visits and Approvals:
The Landscape Contractor shall contact the Owner's representative for review and approval of plant materials (see Note 3 above) and plant locations (see Note 5 above). The maintenance period begins following acceptance of plant installation.
- Maintenance:
 - Begin maintenance after each plant is installed and continue until Final Acceptance.

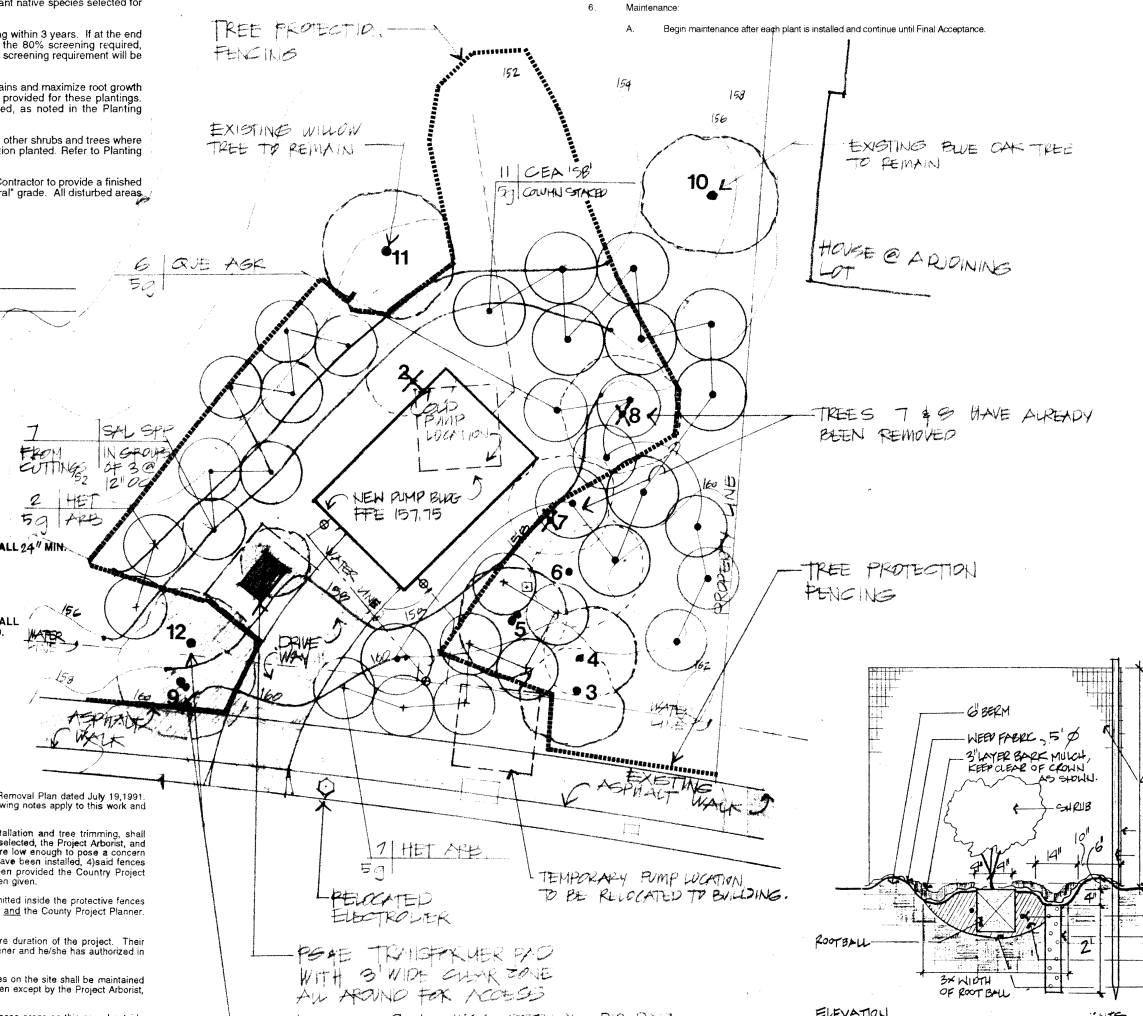
- Maintenance Period shall begin upon inspection and approval by Owner's representative and shall be for 60 calendar days.
- Maintenance of new planting shall consist of hand watering, cultivating, weeding, mulching, re-staking, tightening and re-tying of guys, resetting plants to proper grades or upright position, restoration of the planting saucer, repairs to protective deer fencing, and furnishing and applying such spray and insecticides as are necessary to keep the plantings free of insects and diseases and in thriving condition.
- Hand watering shall be done at least weekly during the first 5 months after planting if rains are insufficient, or too infrequent to provide adequate moisture for plantings. The Contractor shall inspect plants weekly by probing to inspect soil for moisture to depth of root ball. Thereafter hand watering should be done once every 2 weeks until start of winter rains. Hand watering should not be necessary the following winter, but plantings should be inspected at least monthly to check on their water requirements. The following summer may require hand watering once a month starting in June until the start of winter rains. No additional hand watering is required beyond the second summer season.
- Protect planting areas and plants at all times against damage of all kinds for duration of maintenance period. Maintenance includes temporary protection fences, barriers and signs as required for protection. If any plants become damaged or injured, treat or replace as directed by Landscape Architect at no additional cost to Owner.
- Temporary deer fencing for Ceanothus shrubs shall be left in place for 2 years, or until shrubs have grown full and tall enough to tolerate occasional browsing by deer. This may be determined by removing protective fencing at one shrub after plant has reached 5 to 6' height and inspecting once monthly to see that shrub can tolerate browsing without being stripped of new growth above 5' height.
- No maintenance shall be required for any of the plantings beyond the 3 year guarantee period, as the plants should have become established and will not require additional pruning or fertilizing.

Guarantee:

- All container grown plantings shall be in thriving condition 3 years from the date of final acceptance. Replace any plants which have died by inspecting plantings each November and replacing any dead or diseased plants at the time for the first 3 years after final acceptance. The plantings from cuttings shall provide an 80% survival rate by the end of the 3 year guarantee period. Any cuttings which fail to take shall be planted again the following November for the first 2 years after final acceptance.

NON-IRRIGATED MIX HYDROSEEDING NOTES:

- Work Included:
Hydroseeding work includes, but is not limited to the furnishing of labor, equipment, materials, transportation, and services necessary, required or properly incidental to:
 - Preparation of areas to be hydroseeded.
 - Protection of hydroseeded areas.
 - Hydroseeding.
 - Maintenance of hydroseeded areas.
- Materials:
 - Mulch shall be wood cellulose fiber and shall be of such character that it will disperse uniformly into a slurry when mixed with water. The slurry, when hydraulically applied to the ground, shall form an absorbent mat of mulch uniformly impregnated with seed and other ingredients. No materials which inhibit growth or germination shall be present in the mixture.
 - Water shall be of adequate quality to properly promote plant growth.
 - Hydromulch Mix shall be as shown on plans.
 - Seed Mix - shall be as shown on plans.
 - Equipment for the application shall have a built-in agitation system with an operating capacity sufficient to agitate, suspend, and homogeneously mix a slurry of fiber, fertilizer, seed and water. The discharge line shall provide even distribution of the slurry on the slopes to be seeded. The slurry tank shall have a minimum capacity of 1,000 gallons.
- Preparation and Application:
 - Scope: Apply hydroseeding to all areas as shown on plans.
 - Hydroseeding operation shall occur within an October 15 to March 15 schedule, to coincide with start of fall rains to bring up existing weed seeds as outlined in item "C". Any other proposed seeding schedule must be brought to the attention of the Landscape Architect prior to approval.
- Site preparation:
 - Before hydroseeding, area to be seeded should be finish graded to remove debris, rocks and residual vegetation to leave a cleared mineral soil condition.
- Preparation of slurry:
 - Preparation of slurry shall be according to suppliers instruction.
- Application:
 - Hydromulch shall be applied in uniform layer throughout, and according to the suppliers instruction.
 - Rate of application shall be as shown on plans.
- Re-seeding:
 - Contractor shall re-apply hydromulch to those areas found to be lacking in seed germination as determined by and under direction of Owner's representative.
- Protection:
 - Coordinate hydroseeding with grading Contractor.
 - Protect existing trees and all site improvements during hydroseeding operations.
 - Provide and maintain temporary fencing, barriers, etc., as necessary to protect newly seeded areas.
 - The Contractor is responsible for the repair of damage resulting from hydroseeding operations. Vehicles and equipment are not allowed to pass over plant and hydroseeded areas.
 - Any site conditions or practice which may diminish or affect the germination and successfulness of the hydroseeding shall be brought to the attention of the Landscape Architect immediately.
- Maintenance:
 - All hydroseeded areas shall be maintained in a proper and orderly fashion. Areas shall be protected from damage, including erosion and trespass. Temporary barriers shall be furnished and maintained for such protection if necessary. Walks, paved areas, structures, and equipment shall be maintained in good repair and kept free of debris until landscape work is accepted by the Owner.
 - Use of herbicides or pre-emergents must be approved in advance by Landscape Architect.



SILVERADO HIGHLANDS
BOOSTER PUMP SCREEN PLANTING
NAPA, CALIFORNIA

SILVERADO NAPA CORP.
1600 ATLAS PEAK DRIVE
NAPA, CA 94558
(707) 257-5454



MELVIN LEE ASSOCIATES - ASLA
LANDSCAPE ARCHITECTS - PLANNERS
1650 PACIFIC AVE. SAN FRANCISCO
CALIFORNIA 94109 2569 (415) 441-8988

scale: 1"=10'-0"
drawn: E.O.
date: JAN 22, 1993
job no.: 9056-1

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LANDSCAPE ARCHITECT

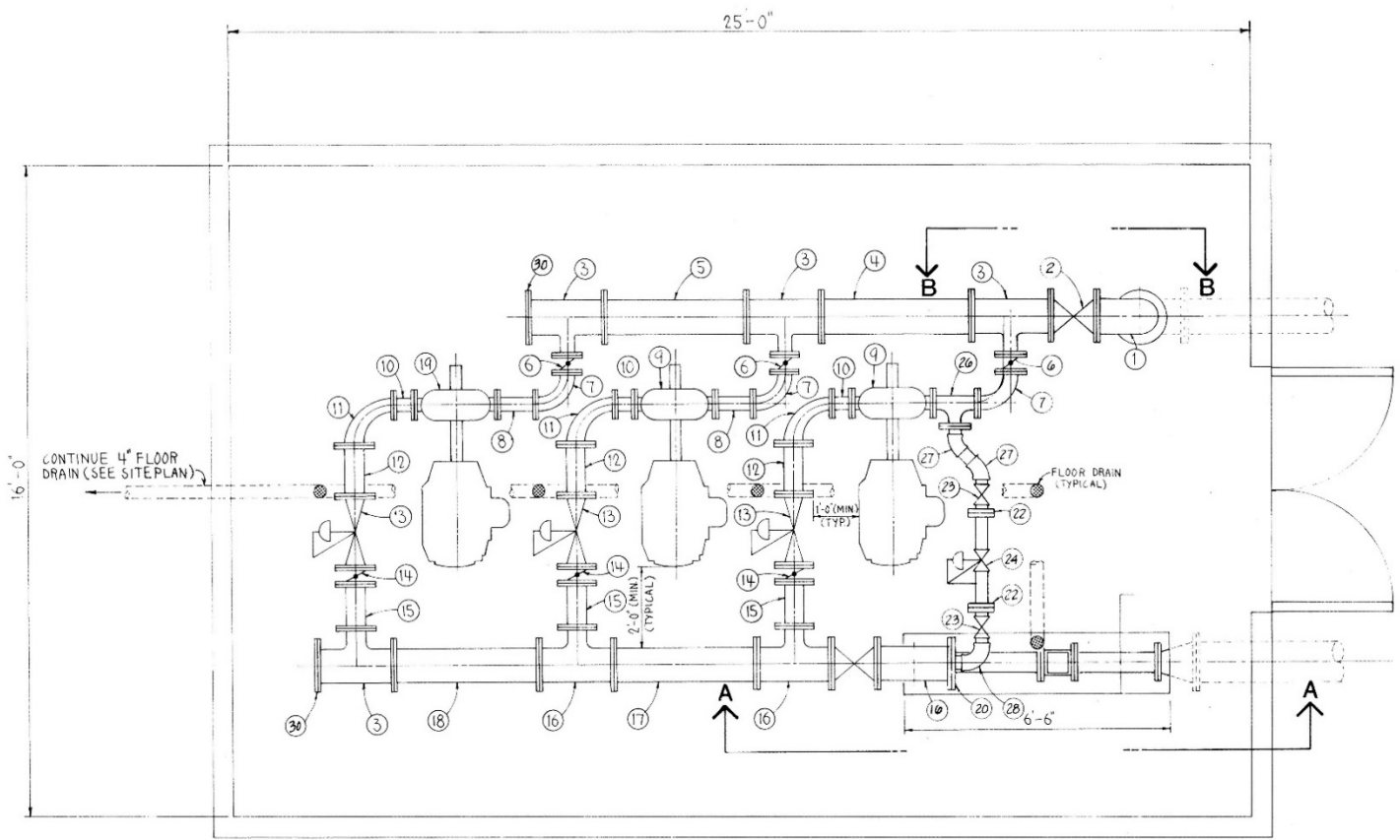
TREE PROTECTION
AND LANDSCAPE
SCREENING PLAN

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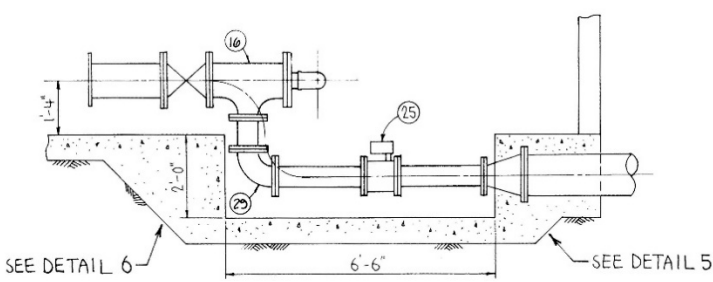
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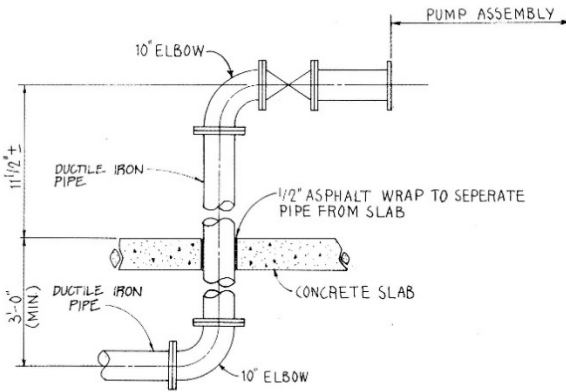
Pump Station Replacements



FLOOR PLAN
SCALE: 1/2"=1'-0"



SECTION A-A
SCALE: 1/2"=1'-0"



SECTION B-B
NO SCALE

- GENERAL NOTES:**
1. BOLT HOLES TO STRADDLE CENTERLINE.
 2. PRESSURE TEST TO 200 PSI.
 3. PROVIDE PIPE SUPPORTS AS PER THE PUMP MANUFACTURERS REQUIREMENTS.
 4. SPECIFICATIONS FOR THE PUMP STATION CONTROLS AND ELECTRICAL SCHEMATICS SHALL BE SUBMITTED TO THE CITY PRIOR TO CONSTRUCTION OF THE PUMP STATION. THESE SPECIFICATIONS SHALL INCLUDE SHOP DRAWINGS AND MANUFACTURER'S DETAIL SHEETS FOR MATERIALS TO BE USED. ONLY MATERIALS THAT ARE COMMONLY USED AND APPROVED BY THE CITY OF NAPA MAY BE INSTALLED.
 5. SUBMIT PIPE LAYOUT FOR ENGINEER'S APPROVAL PRIOR TO CONSTRUCTION.

- EQUIPMENT LIST**
1. 10" x 10" LONG RADIUS ELBOW
 2. 10" GATE VALVE (MUELLER)
 3. 10" x 4" TEE
 4. 10" SPOOL (MIN. 3'-6")
 5. 10" SPOOL (MIN. 3'-6")
 6. 4" BUTTERFLY VALVE
 7. 4" LONG RADIUS ELBOW
 8. 4" SPOOL (MIN. 1'-0")
 9. PUMP MODEL 3014 W/324T MOTOR FRAME 1750 RPM; 40 HP; 13.4" IMPELLER, STEEL FRAME MOUNT
 10. 3" SPOOL (MIN. 6")
 11. 3" x 6" LONG RADIUS ELBOW
 12. 6" SPOOL (MIN. 1'-3")
 13. PUMP SURGE CONTROL VALVE
 14. 6" BUTTERFLY VALVE
 15. 6" SPOOL (MIN. 1'-0")
 16. 10" x 6" TEE
 17. 10" SPOOL (MIN. 3'-6")
 18. 10" SPOOL (MIN. 3'-6")
 19. PUMP MODEL 3014 W/326T MOTOR FRAME 1750 RPM; 50 HP; 14" IMPELLER, STEEL FRAME MOUNT
 20. 10" x 4" THREADED REDUCING FLANGE
 21. 4" THREADED PIPE
 22. 4" FLANGED UNION
 23. THREADED GATE VALVE
 24. BACKPRESSURE REGULATING VALVE
 25. SPARKING MODEL 621; REMOTE TOTALIZER; LOCAL READOUT; SUBMERGENCE PROOF CONSTRUCTION
 26. 4" x 4" TEE
 27. 4" 45° THREADED ELBOW
 28. 4" 90° THREADED ELBOW
 29. 6" 90° FLANGED ELBOW
 30. 10" BLIND FLANGE

KCA ENGINEERS, INC.
CONSULTING ENGINEERS • SURVEYORS • PLANNERS
318 BRANNAN STREET • SAN FRANCISCO, CALIFORNIA 94107 • (415) 546-7111



APPROVED: _____
APPROVED: _____

PROJECT NO.

DES. RMT. CKD. RWB. REV. PJB.
DATE: JULY 10, 1991
JOB NO. 276QC

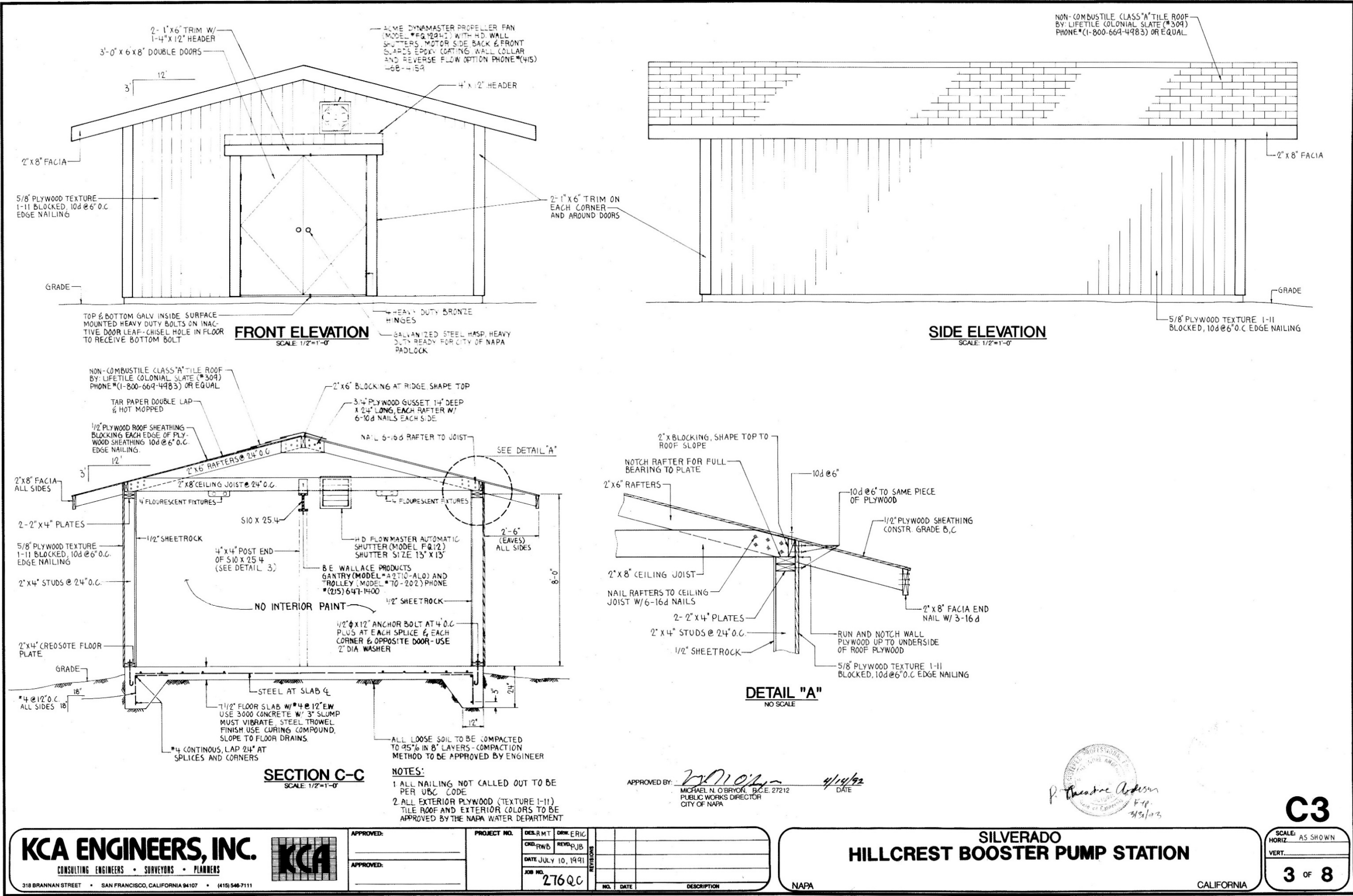
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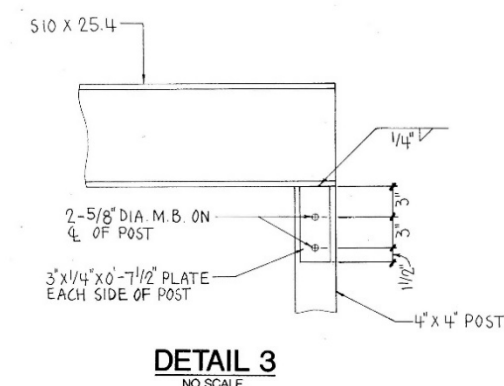
APPROVED BY: *[Signature]* 4/14/92
MICHAEL N. O'BRYON, P.E. 27212
PUBLIC WORKS DIRECTOR
CITY OF NAPA

**SILVERADO
HILLCREST BOOSTER PUMP STATION**

C2

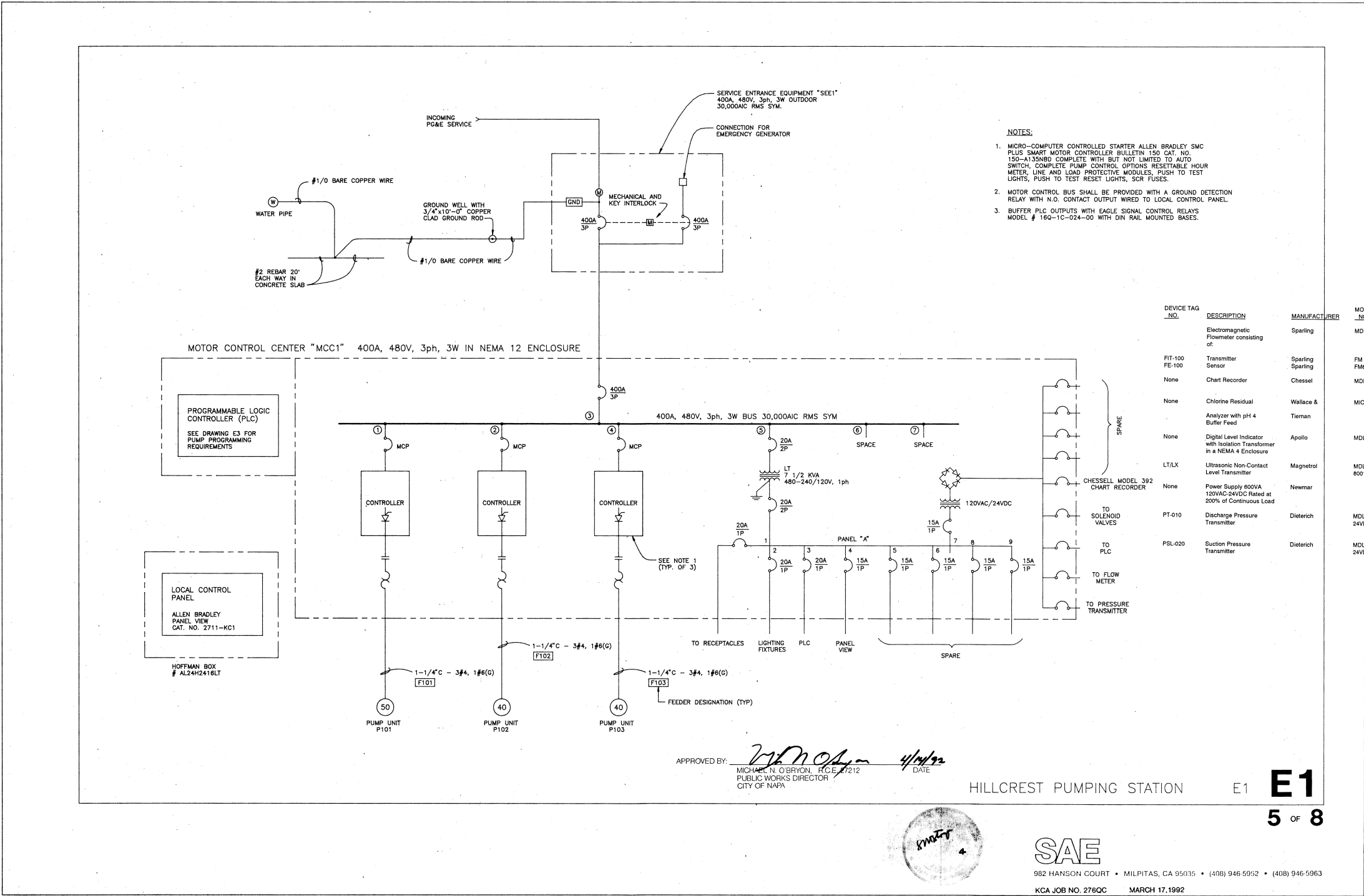
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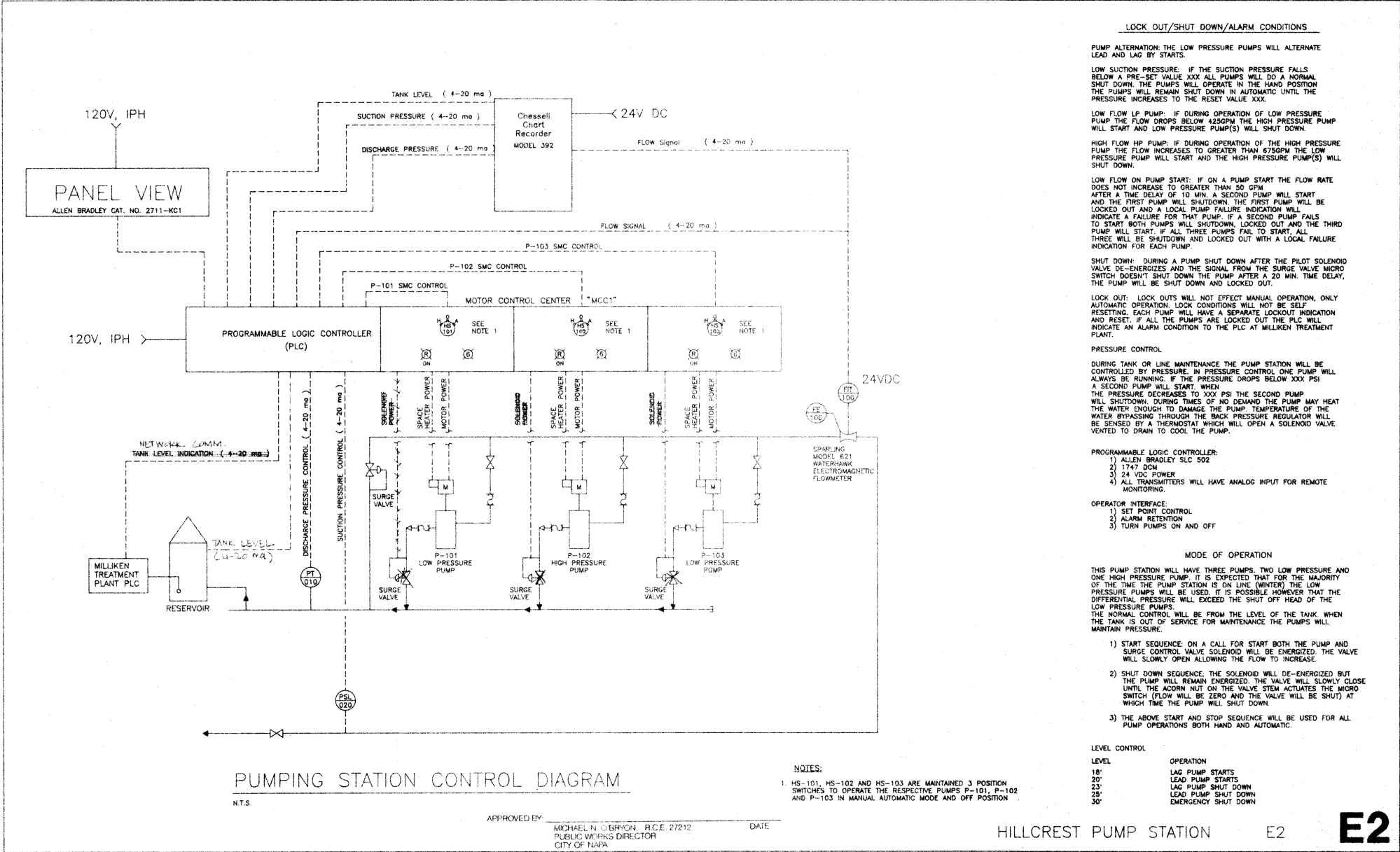




P. Theodore Anderson
B+P. 9/21/93

4 OF 8

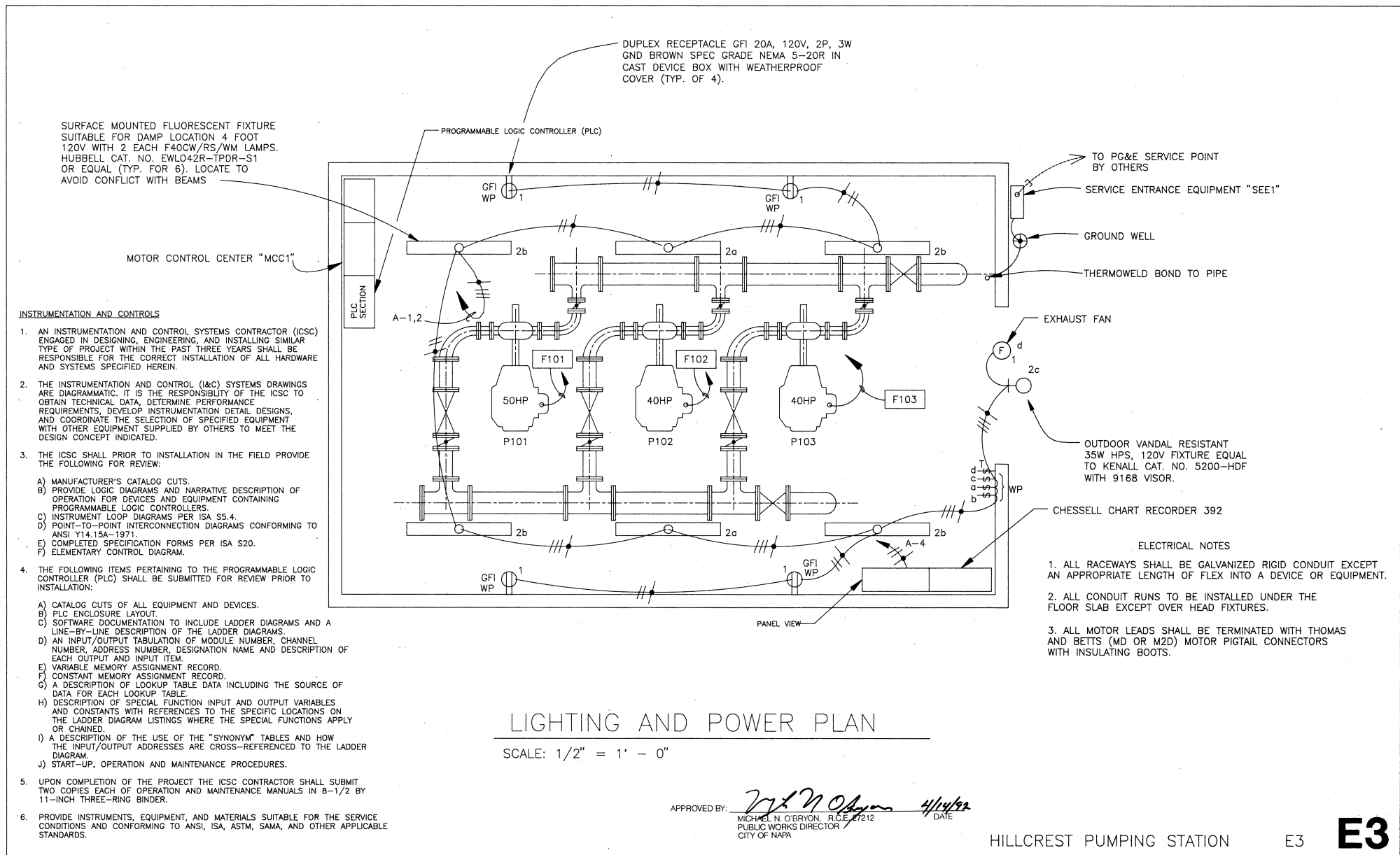




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KCA JOB NO. 276QC MARCH 17, 1992

W-9456



LIGHTING AND POWER PLAN

SCALE: 1/2" = 1' - 0"

APPROVED BY: *Michael N. O'Bryon* 4/14/92
MICHAEL N. O'BRYON, R.C.E. #7212
PUBLIC WORKS DIRECTOR
CITY OF NAPA

HILLCREST PUMPING STATION E3

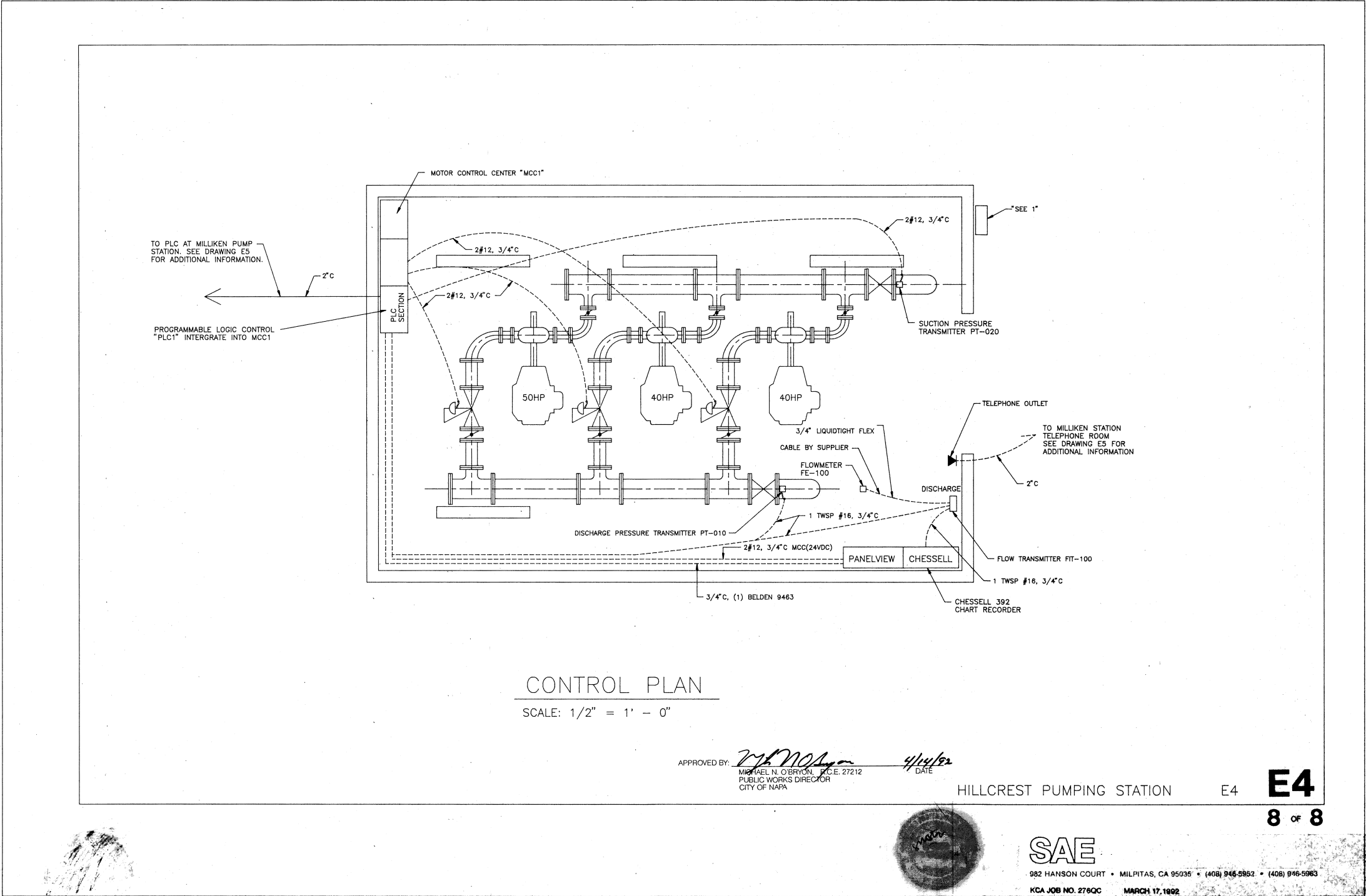
E3

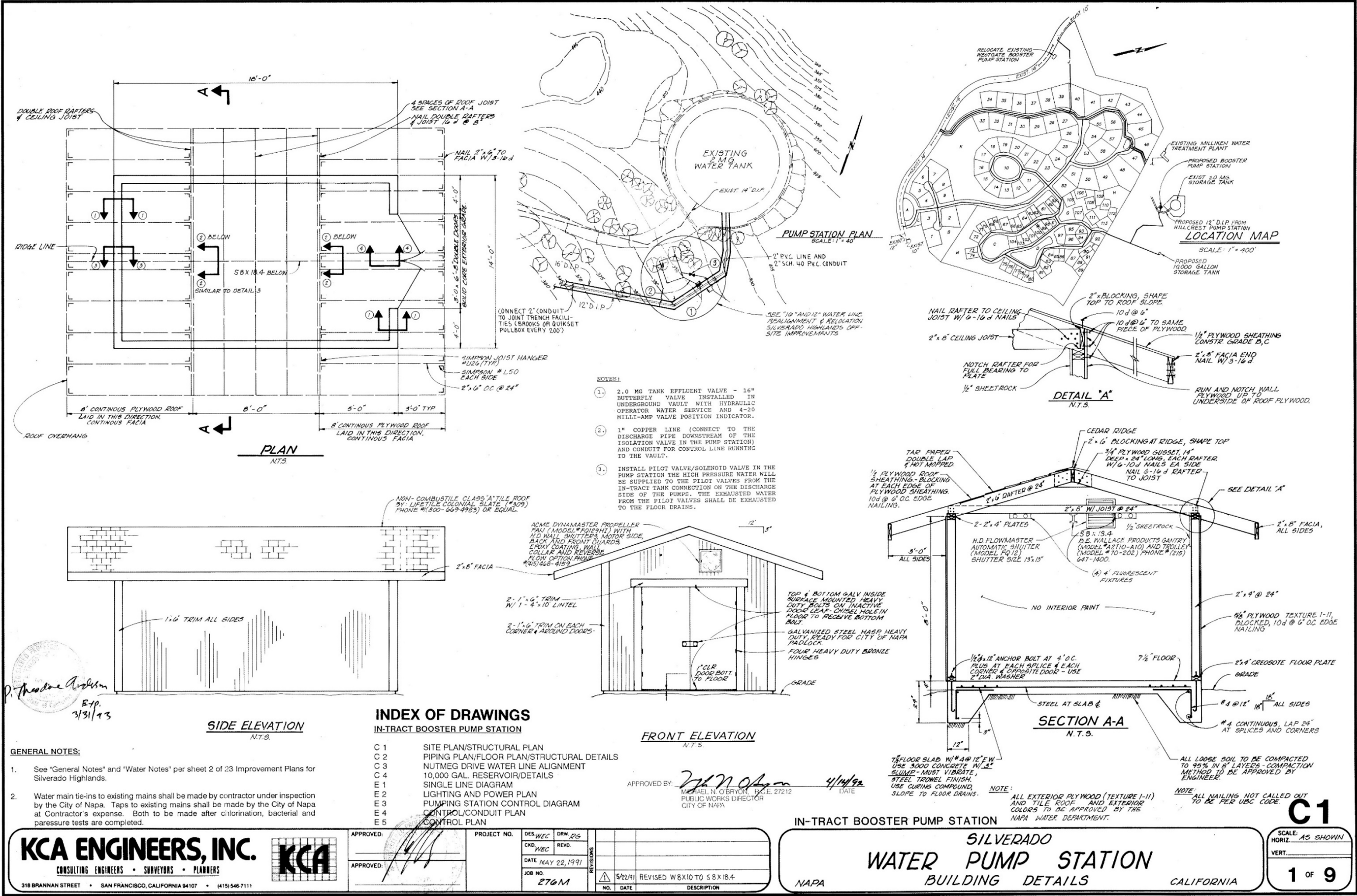
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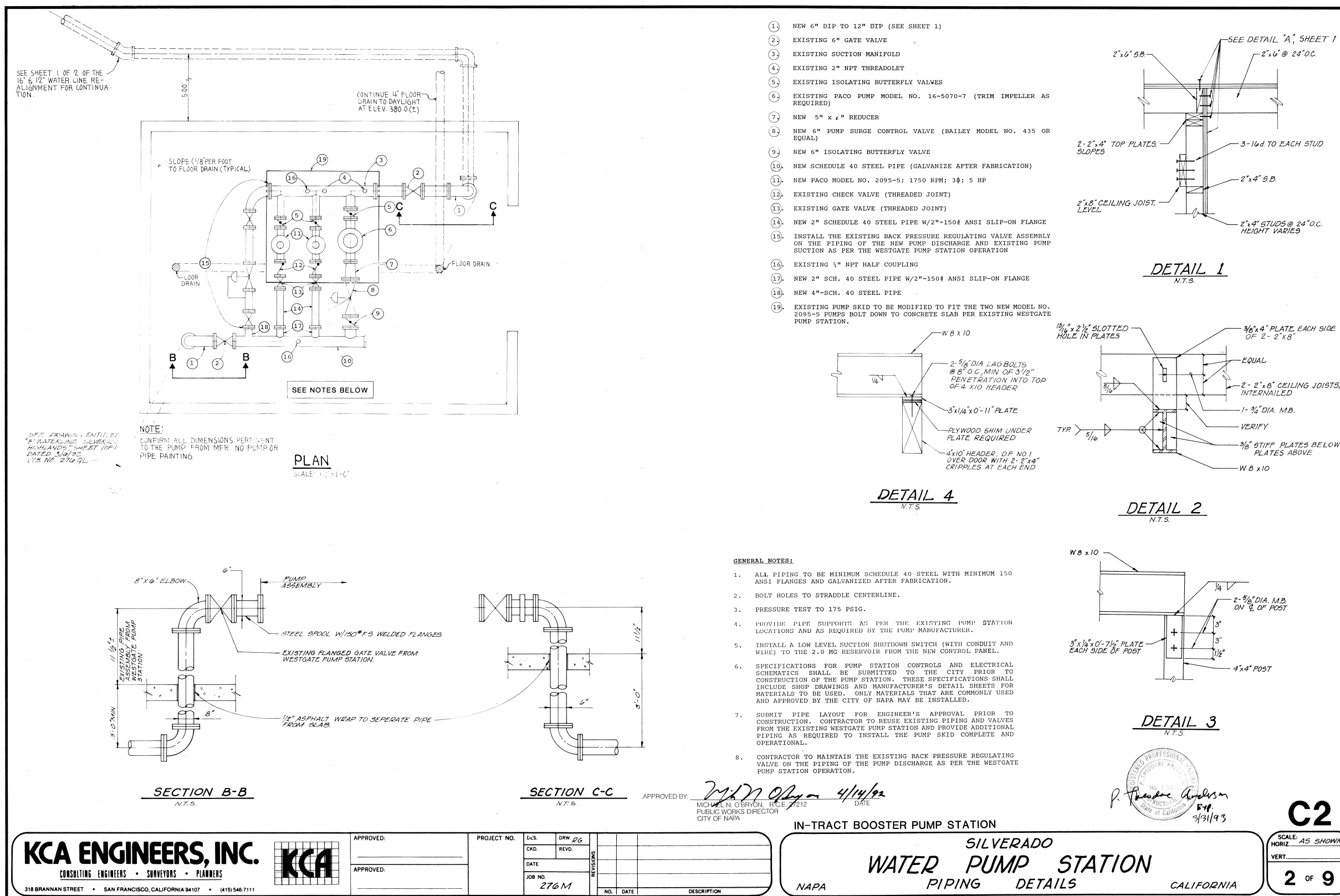
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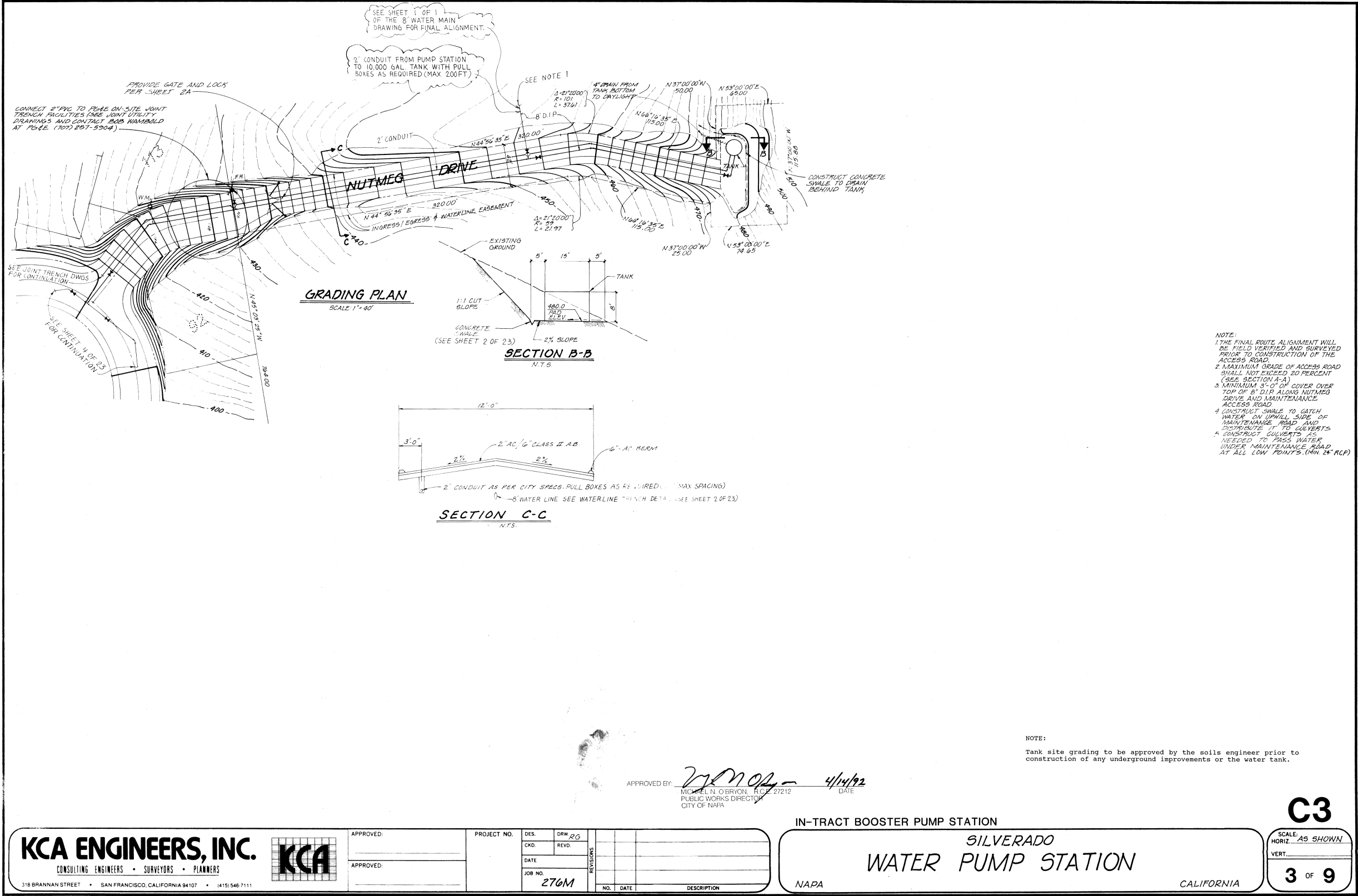
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KCA JOB NO. 276QC MARCH 17, 1992

W-9456

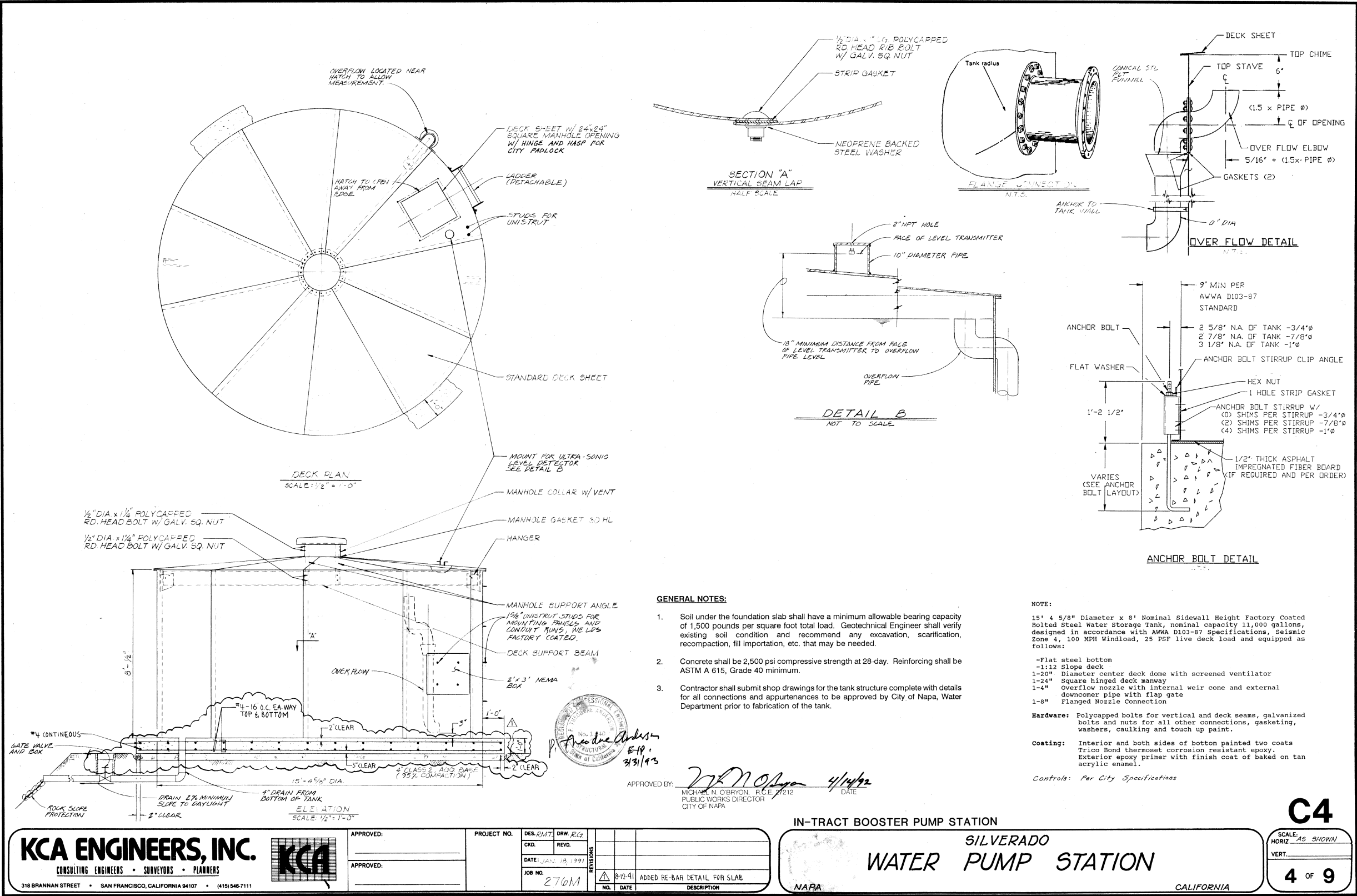


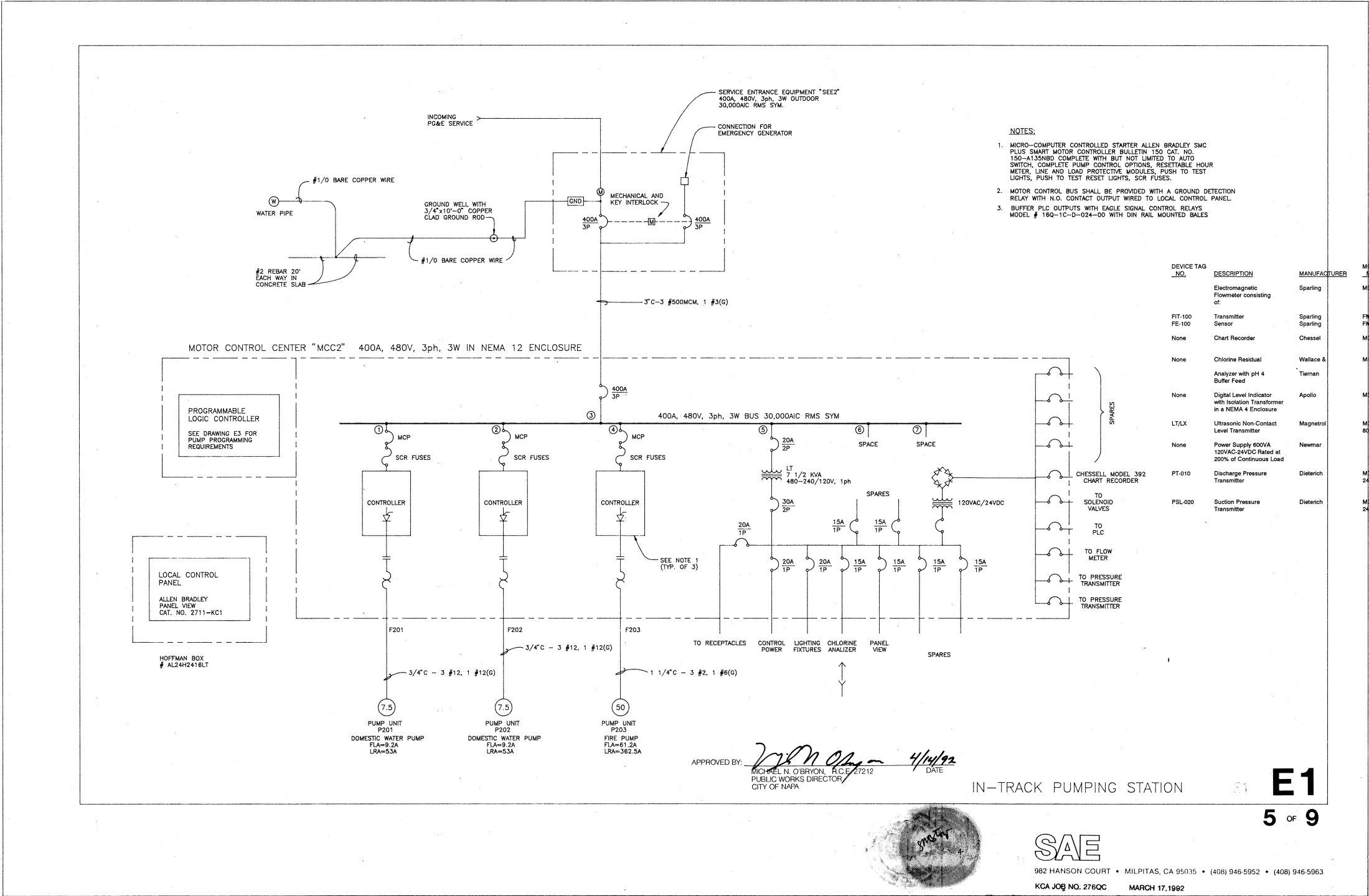


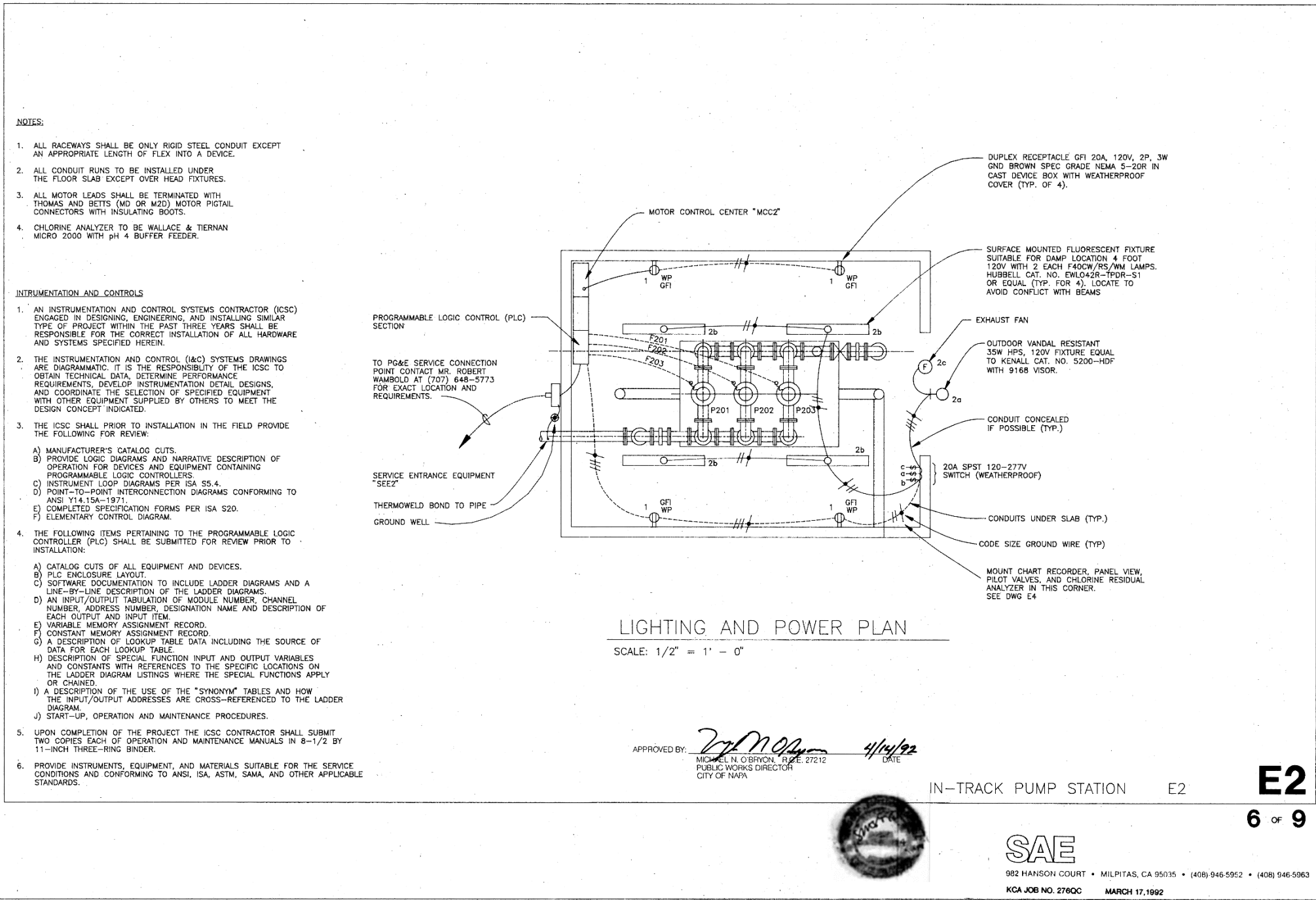


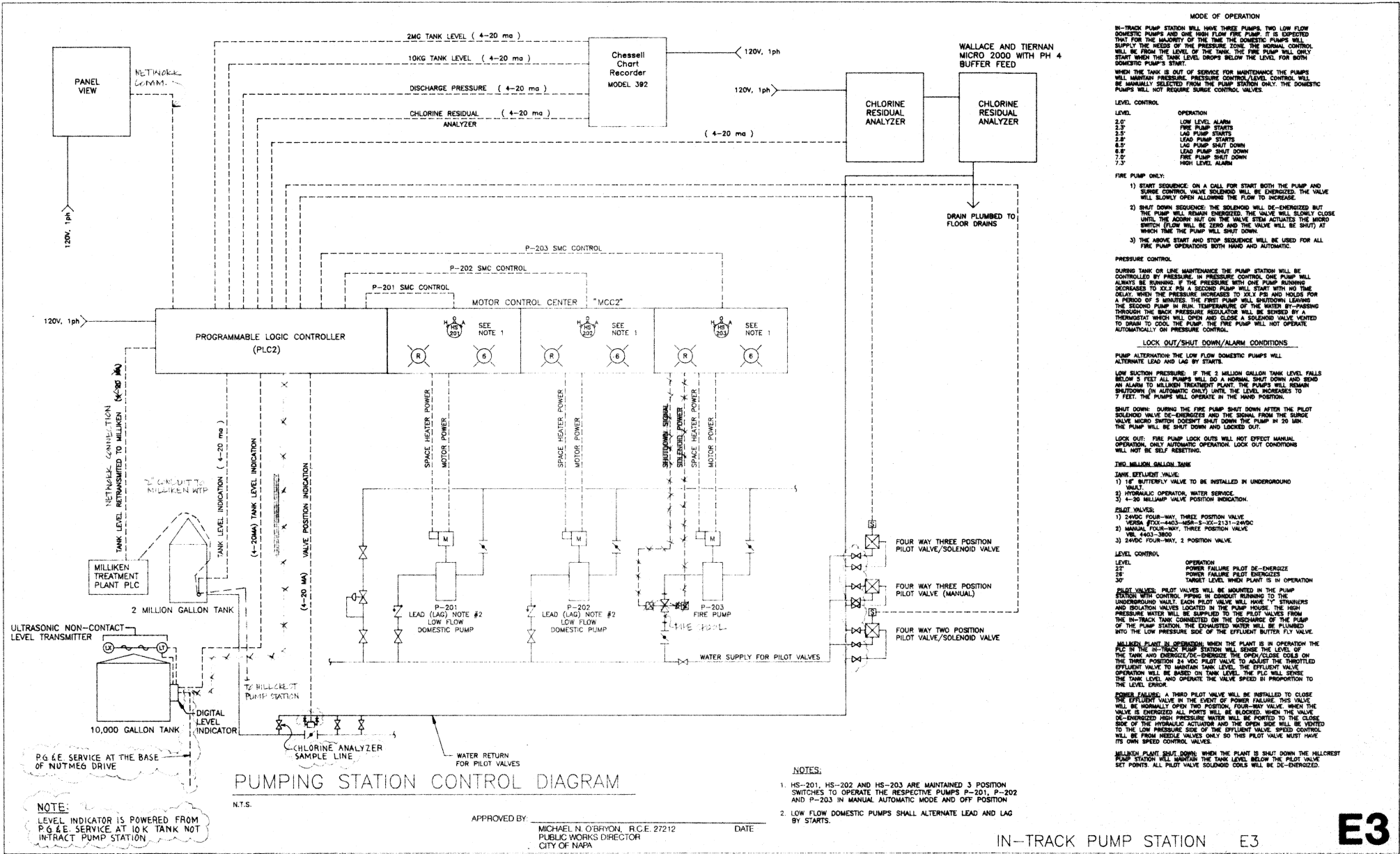


W-9455







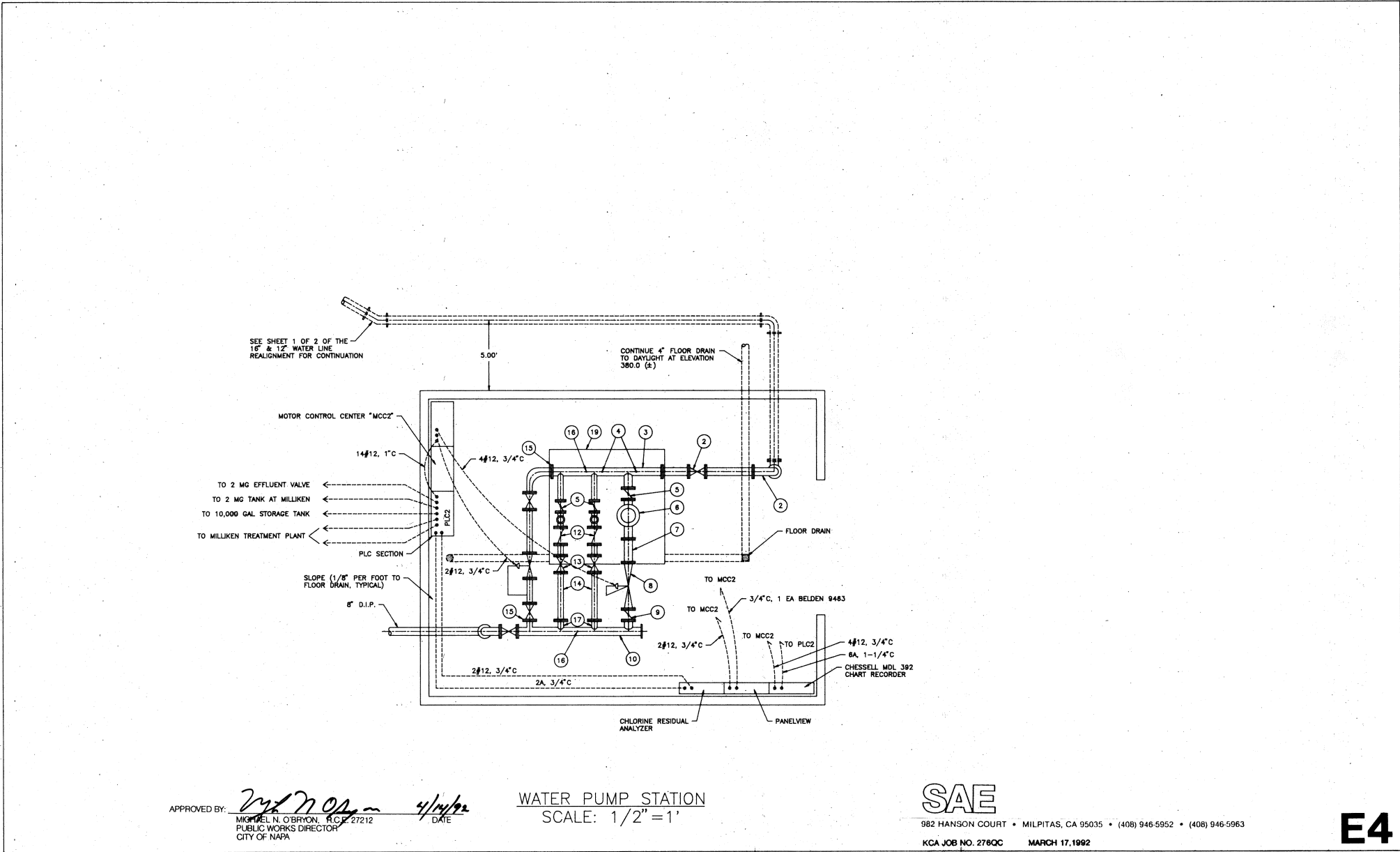


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KCA JOB NO. 276QC MARCH 17, 1992

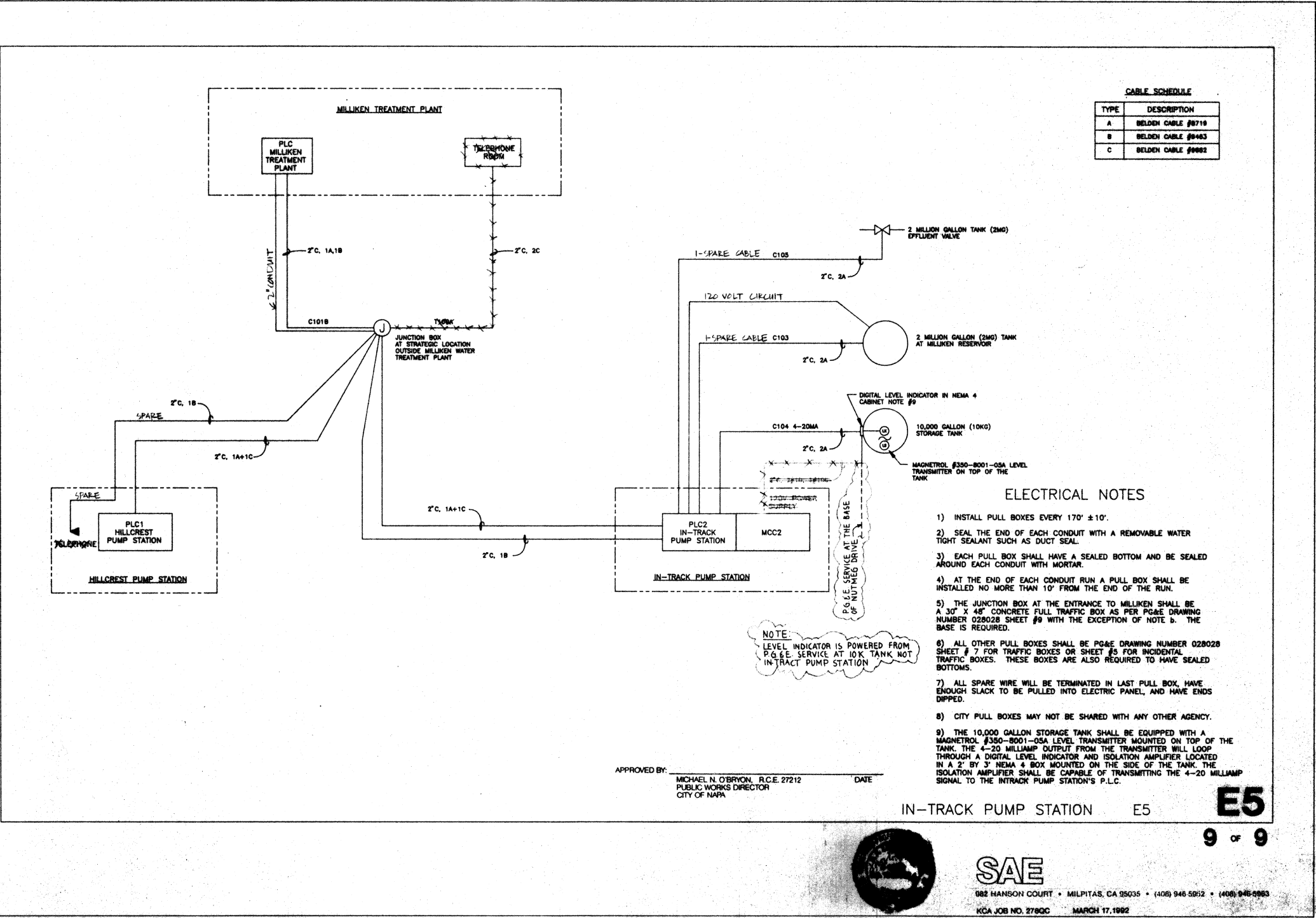
E3
7 of 9

W-9455



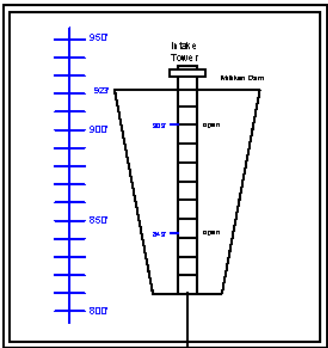
IN-TRACK BOOSTER PUMP STATION E4

W-9455

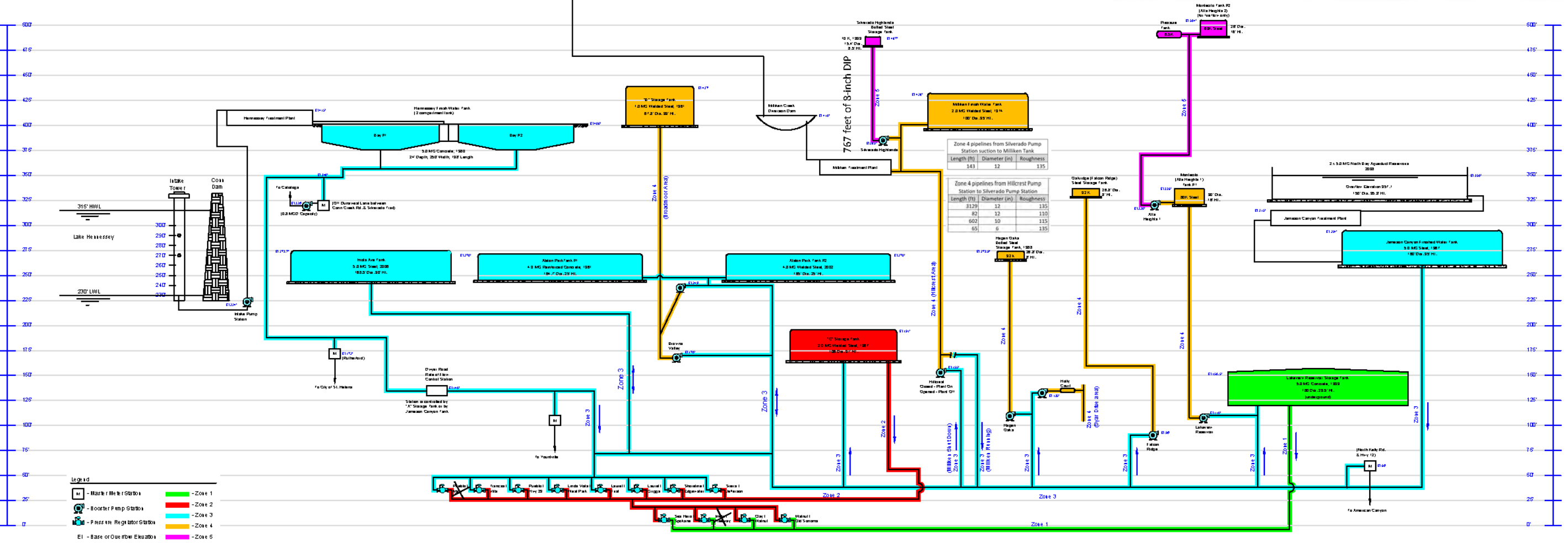


City of Napa Water Division (Napa, CA)

No.	Pressure Regulator Stations	Elevation (ft)	Zone
1	Linda Vista Ave & West Park Ave	86	3-2
2	Sierra Ave & Jefferson St	56	3-2
3	Laurel St & 1st St	73	3-2
4	Laurel St & Griggs Ln	71	3-2
5	Pueblo Ave & Hwy 29	70	3-2
6	Trancas St & Villa Ln	47	3-2
7	Pueblo Ave & Main St	44	3-2
8	Pueblo Ave & Beard Rd	41	3-2
9	Shoreline Dr & Edgewater Dr	25	3-2
10	Silverado Trail & Fairview Dr	20	3-1
11	Sousa Ln & Silverado Trail	13	3-1
12	Clay St & Walnut St	46	2-1
13	Walnut St & Old Sonoma Rd	28	2-1
14	Imola Ave & Vallejo Hwy	26	2-1



Station	Size (hp)	Capacity (gpm)	From Zone	To Zone	Backup Power Connection	Comments
Silverado Highlands	2 @ 5 1 @ 50	2 @ 100 each 1 @ 1,000	Zone 4 (Milliken)	Zone 5 (Silverado)	Yes	Fills 10,000 gal tank; has generator for 50 hp pump
Hillcrest	2 @ 40 1 @ 50	2 @ 400 each 1 @ 550	Zone 3	Milliken Clearwell	Yes	Fills 2.0 MG Milliken Tank
Holly Court	2 @ 5	1 @ 60 2 @ 120	Zone 3	Zone 4 (Holly Court)	Yes	Pressure tank
Hagen Oaks	2 @ 5	1 @ 120 2 @ 240	Zone 3	Zone 4 (Hagen Oaks)	No	Not used yet
Lakeview	3 @ 20	325/515/850	Zone 3	Zone 4 (Alta Hts 1)	Yes	Fills Alta Hts 1 65K Tank
Alta Heights 1	3 @ 40	1 @ 250 3 @ 750	Zone 4 (Alta Hts 1)	Zone 5 (Alta Hts 2)	Yes	Pressure tank
Falcon Ridge	2 @ 10	1 @ 100 2 @ 200	Zone 3	Zone 4 (Falcon Ridge)	No	Fills 25,000 gal tank
Browns Valley	2 @ 75	1 @ 1,110 2 @ 2,000	Zone 3	Zone 4 (Broadmoor)	Yes	Submersible pumps
"A" Alston	3 @ 60	1 @ 700 2 @ 1,390 3 @ 1,700	Zone 3 ("A" tank)	Zone 4 ("B" tank)	Yes	Fills B-Tank



DEPARTMENT OF HEALTH SERVICES
DRINKING WATER FIELD OPERATIONS BRANCH

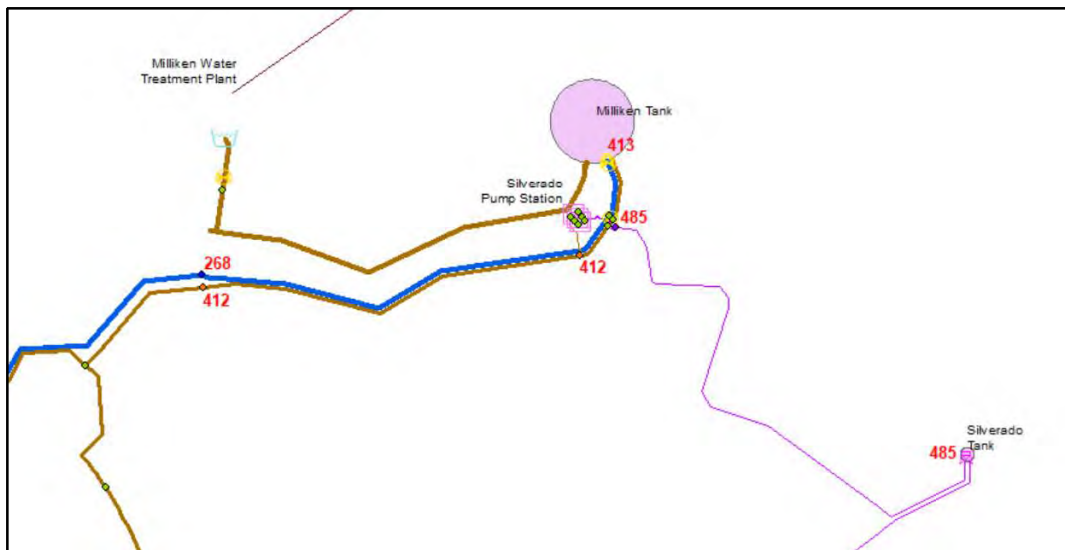
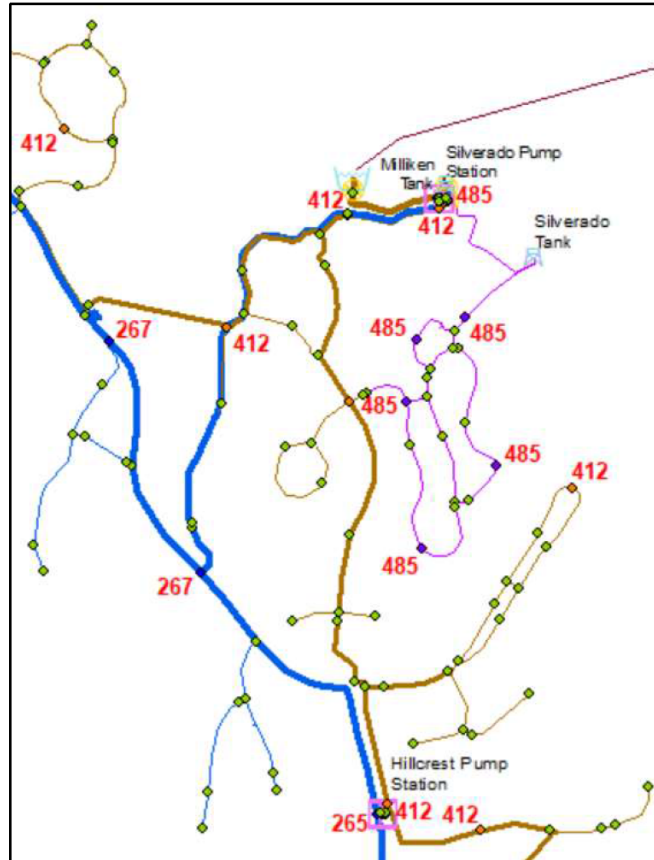
CITY OF NAPA
WATER SYSTEM HYDRAULIC PROFILE

DRAWN BY: GUY J. SCHOTT, APRIL 1997
UPDATE: D. DE MASTER, MAY 2016

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City of Napa Water Division (Napa, CA)

Hillcrest – Silverado – Milliken Hydraulic Heads
 Silverado Tank Level at 5 feet
 Milliken Tank level at 16 feet



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HILLCREST and SILVERADO HIGHLANDS

PROCESS CONTROL NARRATIVES

Rev. 0.1

January 2019

City of Napa
Public Works, Water Division
Napa, CA



PROCESS CONTROL NARRATIVES

TABLE OF CONTENTS

1. Distribution Process Control Narratives 2

1.1 Hillcrest / Silverado Highlands 2

City of Napa Water Division (Napa, CA)

REVISION	DATE (Y/M/D)	DESCRIPTION OF REVISIONS	REVISED BY	QA/QC
0.0	2019/1/2	Initial draft	K. Pennington	
0.1	2019/1/3	Modifications after initial review	K. Pennington	D. Hight

1. Distribution Process Control Narratives

1.1 Hillcrest / Silverado Highlands

Note, the Silverado Highlands' variances are shown in **bold**.

1.1.1 Process Overview

1.1.1.1 Process Equipment

Description
Pump 1 (101) – VFD
Pump 2 (102) – VFD
Pump 3 (103) – VFD
Suction Pressure Transmitter
Discharge Pressure Transmitter
Discharge Flow Transmitter
Chlorine Analyzer (Hillcrest Only)
MTP Finish Tank Chlorine Analyzer
Silverado Highlands Tank Level Transmitter
MTP Finish Tank Level Transmitter

1.1.1.2 Normal Operations

SCADA Auto

Pump Control: When in auto, the pumps can operate in two modes; level mode and pressure mode. Each pump is equipped with a startup and delay timer.

When in level mode, the pumps start and stop based on lead, lag, and standby level setpoints. The control variable in level mode is the Milliken (MTP) tank level, which is read from MC01. **(The control variable in level mode for Silverado Highlands is the Silverado Highlands Tank Level)**. If the message between Hillcrest and MTP errors, then the pumps are commanded to turn-off. When a pump is called to run, its VFD speed is also commanded to go to 100%

When in pressure mode, the pumps start and stop based on a single operator entered pressure value. In pressure mode, pumps also follow the lead/lag/standby sequence as defined below. The lead/lag/standby pumps each have an individual PIDE (Process, Integral, Derivative – Enhanced), which enables each pump in the sequence to be tuned separately. Each PIDE is scanned when the pressure mode pump PIDE control timer is done and the pump is called to run. When any of the pumps are called, they are initially called to run at 60% speed. The PIDE will ramp the VFD speed command up or down from there. Lead/Lag/Standby pumps are called as follows

- **Lead Pump:** When the mode is switched to pressure mode and the lead pump is called to run after a start delay timer. The lead pump is never called to not run in pressure mode. The lead pump speed is controlled by the PIDE.
- **Lag Pump:** If the lead pump is called to run, the pressure control command is greater than 98%, and the PIDE error (PV-SP) is greater than 3, for one minute then the lag pump is called to run. The lag pump speed is controlled by the PIDE. The lag pump is called to stop if the Lead and Lag pumps are being commanded to less than 75% for longer than 30 seconds and the standby pump is not commanded to run.
- **Standby Pump:** If the lead and lag pumps are called to run and the commanded speed output for both pumps is greater than 98% for more than one minute then the standby pump is called to run. The standby pump speed is controlled by the PIDE. The standby pump is called to stop if all three pumps are commanded to run at less than 80% for longer

City of Napa Water Division (Napa, CA)

than 45 seconds.

Lead/Lag/Standby Sequence

The pumps will change lead/lag/standby sequence during the following conditions:

1. When the lead pump is not being called in auto and all three pumps are not running.
2. When pump 1 is not available and is the lead pump
3. When pump 2 is not available and is the lead pump
4. When pump 3 is not available and is the lead pump

If a pump is not available (either “not ready” is true – permissive, interlock, alarms, not in auto; or not in program mode) then the pump will be considered not available in the lead/lag sequence. If Operations wants to take a pump out of the sequence, then the pump should be put in “Operator” mode.

Hand

Pump #1 / Pump #2 / Pump #3 – All pumps can be run in hand and a speed output can be manually set from the VFD HIM.

SCADA Manual

Pump #1 / Pump #2 / Pump #3 – In Operator mode, all three pumps can be started/stopped and commanded a speed (in percent).

1.1.1.3 Transient Operations

There are no special startup/shutdown/powerfail procedures.

1.1.1.4 Interlocks

All three pumps have the same interlocks and permissives. There is a HOA ready and pump fault for each pump.

Pump 1 / Pump 2 / Pump 3:

Interlock / IO Fault	Description	Hardwired ☑	Software ☑	Auto ☑	Manual ☑	Able to Bypass ☑
Interlock: Pump HOA Ready	Pump in hand or auto	X	X	X	X	NA
Interlock: Pump_Fault	Pump Fault	X	X	X	X	NA
Interlock: Low Flow Alarm	Pump shutdown if its running and low flow alarm occurs.		X	X	X	Y
Interlock: MTP Tank Level High High	Pump shutdown if it is running and MTP tank level goes high high		X	X	X	Y
Interlock: Silverado Highlands Tank Level IO Fault	Pump shutdown if the tank level transmitter level signal faults		X	X	X	Y
Interlock: MTP Tank Level Low Low	Pump shutdown if the MTP tank level goes low low		X	X	X	Y
IO Fault: Pump Running	Pump running IO fault					NA
IO Fault: Auto	Pump auto status IO fault					NA
IO Fault: Fault	Pump fault status IO fault					NA
IO Fault: Hand	Pump hand status IO fault					NA

If an interlock occurs the pumps are commanded to stop. If an IO fault occurs the pump is not commanded to stop; indication of IO fault is shown on the HMI pump object.

1.1.1.5 Permissives

None

1.1.2 Control Inputs and Outputs (I/O)

The tables in this section list the hardwired I/O and setpoints for this process. Each row includes the type of input/output (I/O), tag name, and the description. For analog I/O, the row includes the value of the low end of scale (Low), the value of the high end of the scale (High), and the Engineering Units (EGU). For discrete I/O, the row includes the down state (Low) of the point and the up state (High) of the point. Setpoint rows add the default (Def) value.

City of Napa Water Division (Napa, CA)

1.1.2.1 Equipment/Process Instrumentation (Hardwired IO)

I/O	HMI Tag Name	PLC Tag Input (Alias)	Description	Address	Low	High	EGU
DI	n/a	Pump1_Hand	Hillcrest Pump 1 (101) Hand	Local:1:I.Data.0	Not Hand	Hand	
DI	n/a	Pump1_Auto	Hillcrest Pump 1 (101) Auto	Local:1:I.Data.1	Not Auto	Auto	
DI	n/a	Pump1_Running	Hillcrest Pump 1 (101) Running	Local:1:I.Data.2	Not Running	Running	
DI	n/a	Pump1_Fault	Hillcrest Pump 1 (101) Fault	Local:1:I.Data.3	Normal	Alarm	
DI	n/a	Pump1_VFD_Ready	Hillcrest Pump 1 (101) VFD Ready	Local:1:I.Data.4	Not Ready	Ready	
DI	n/a	Pump2_Hand	Hillcrest Pump 2 (102) Hand	Local:1:I.Data.5	Not Hand	Hand	
DI	n/a	Pump2_Auto	Hillcrest Pump 2 (102) Auto	Local:1:I.Data.6	Not Auto	Auto	
DI	n/a	Pump2_Running	Hillcrest Pump 2 (102) Running	Local:1:I.Data.7	Not Running	Running	
DI	n/a	Pump2_Fault	Hillcrest Pump 2 (102) Fault	Local:1:I.Data.8	Normal	Alarm	
DI	n/a	Pump2_VFD_Ready	Hillcrest Pump 2 (102) VFD Ready	Local:1:I.Data.9	Not Ready	Ready	
DI	n/a	Pump3_Hand	Hillcrest Pump 3 (103) Hand	Local:1:I.Data.10	Not Hand	Hand	
DI	n/a	Pump3_Auto	Hillcrest Pump 3 (103) Auto	Local:1:I.Data.11	Not Auto	Auto	
DI	n/a	Pump3_Running	Hillcrest Pump 3 (103) Running	Local:1:I.Data.12	Not Running	Running	
DI	n/a	Pump3_Fault	Hillcrest Pump 3 (103) Fault	Local:1:I.Data.13	Normal	Alarm	
DI	n/a	Pump3_VFD_Ready	Hillcrest Pump 3 (103) VFD Ready	Local:1:I.Data.14	Not Ready	Ready	
DI	n/a	UPS_On_Battery	Hillcrest UPS On Battery	Local:1:I.Data.15	Normal	Alarm	
DI	n/a	UPS_Low_Battery	Hillcrest UPS Low Battery	Local:2:I.Data.0	Normal	Alarm	
DI	n/a	UPS_Fault	Hillcrest UPS Fault	Local:2:I.Data.1	Normal	Alarm	
DI	n/a	PS1_24VDC_Fail	Hillcrest Power Supply 1, 24VDC Alarm	Local:2:I.Data.2	Normal	Alarm	

City of Napa Water Division (Napa, CA)

DI	n/a	PS2_24VDC_Fail	Hillcrest Power Supply 2, 24VDC Alarm	Local:2:I.Data.3	Normal	Alarm	
DI	n/a	n/a	Spare	Local:2:I.Data.4			
DI	n/a	n/a	Spare	Local:2:I.Data.5			
DI	n/a	n/a	Spare	Local:2:I.Data.6			
DI	n/a	n/a	Spare	Local:2:I.Data.7			
DI	n/a	n/a	Spare	Local:2:I.Data.8			
DI	n/a	n/a	Spare	Local:2:I.Data.9			
DI	n/a	n/a	Spare	Local:2:I.Data.10			
DI	n/a	n/a	Spare	Local:2:I.Data.11			
DI	n/a	n/a	Spare	Local:2:I.Data.12			
DI	n/a	n/a	Spare	Local:2:I.Data.13			
DI	n/a	n/a	Spare	Local:2:I.Data.14			
DI	n/a	n/a	Spare	Local:2:I.Data.15			
DO	n/a	Pump1_Run_CMD	Hillcrest Pump 1 (101) Run Command	Local:3:O.Data.0	Not Running Cmd	Run Cmd	
DO	n/a	Pump2_Run_CMD	Hillcrest Pump 2 (102) Run Command	Local:3:O.Data.1	Not Running Cmd	Run Cmd	
DO	n/a	Pump3_Run_CMD	Hillcrest Pump 3 (103) Run Command	Local:3:O.Data.2	Not Running Cmd	Run Cmd	
DO	n/a	Pump1_VFD_Reset	Hillcrest Pump 1 (101) VFD Reset	Local:3:O.Data.3	Not Reset Cmd	Reset Cmd	
DO	n/a	Pump2_VFD_Reset	Hillcrest Pump 2 (102) VFD Reset	Local:3:O.Data.4	Not Reset Cmd	Reset Cmd	
DO	n/a	Pump3_VFD_Reset	Hillcrest Pump 3 (103) VFD Reset	Local:3:O.Data.5	Not Reset Cmd	Reset Cmd	
DO	n/a	n/a	Spare	Local:3:O.Data.6			
DO	n/a	n/a	Spare	Local:3:O.Data.7			
AI	n/a	Suction_Pressure	Hillcrest Pump Station Suction Pressure	Local:4:I.Data.0			
AI	n/a	Discharge_Pressure	Hillcrest Pump Station Discharge Pressure	Local:4:I.Data.1			
AI	n/a	Discharge_Flow	Hillcrest Pump Station Discharge Flow	Local:4:I.Data.2			

City of Napa Water Division (Napa, CA)

AI	n/a	Chlorine_Residual	Chlorine Residual (Hillcrest only)	Local:4:I.Data.3			
AI	n/a	Chlorine_Residual_MTP_Tank	MTP Finish Tank Chlorine Residual	Local:4:I.Data.4			
AI	n/a	Tank_Level_SH	Silverado Highlands Tank Level	Local:4:I.Data.5			
AI	n/a	Tank_Level_MTP	MTP Tank Level	Local:4:I.Data.6			
AI	n/a			Local:4:I.Data.7			
AO	n/a	Pump1_Speed_CMD	Hillcrest Pump 1 (101) Speed Command	Local:5:O.Data.0	0	60.0	Hz
AO	n/a	Pump2_Speed_CMD	Hillcrest Pump 2 (102) Speed Command	Local:5:O.Data.1	0	60.0	Hz
AO	n/a	Pump3_Speed_CMD	Hillcrest Pump 3 (103) Speed Command	Local:5:O.Data.2	0	60.0	Hz
AO	n/a	n/a	Spare	Local:5:O.Data.3			
AO	n/a	n/a	Spare	Local:5:O.Data.4			
AO	n/a	n/a	Spare	Local:5:O.Data.5			
AO	n/a	n/a	Spare	Local:5:O.Data.6			
AO	n/a	n/a	Spare	Local:5:O.Data.7			

1.1.2.2 Equipment/Process Instrumentation (Virtual IO)

PLC Tag	PLC Object Type	Description	Low	High	EGU	Default SP Value
Pump1	P_VSD	Hillcrest Pump 1 (101)				
Pump1_Runtime	P_Runtime	Hillcrest Pump 1 (101) Runtime				
Pump1_Intlk	P_Intlk	Hillcrest Pump 1 (101) Interlocks				
Pump1_FWDPerm	P_Perm	Hillcrest Pump 1 (101) Permissives				
Pump2	P_VSD	Hillcrest Pump 2 (102)				
Pump2_Runtime	P_Runtime	Hillcrest Pump 2 (102) Runtime				
Pump2_Intlk	P_Intlk	Hillcrest Pump 2 (102) Interlocks				
Pump2_FWDPerm	P_Perm	Hillcrest Pump 2 (102) Permissives				
Pump3	P_VSD	Hillcrest Pump 3 (103)				

City of Napa Water Division (Napa, CA)

Pump3_Runtime	P_Runtime	Hillcrest Pump 3 (103) Runtime				
Pump3_Intlk	P_Intlk	Hillcrest Pump 3 (103) Interlocks				
Pump3_FWDPerm	P_Perm	Hillcrest Pump 3 (103) Permissives				
Tank_Level_SH_AIN	P_AInAdv	Silverado Highlands Tank Level				
Tank_Level_MTP_AIN	P_AInAdv	MTP Tank Level				
Suction_Pressure_AIN	P_AInAdv	Hillcrest Suction Pressure				
Discharge_Pressure_AIN	P_AInAdv	Hillcrest Discharge Pressure				
Discharge_Flow_AIN	P_AInAdv	Hillcrest Discharge Flow				
Chlorine_Residual_AIN	P_AInAdv	Hillcrest Chlorine Residual (Hillcrest only)				
Chlorine_Residual_MTP_Tank_AIN	P_AInAdv	MTP Finish Tank Chlorine Residual				
Pump_Lead_Lag_Sequence	Counter	Pump Lead/Lag Sequence Counter	0	3	n/a	
Pump1_Lead_Lag_Status	DINT	Pump 1 Lead/Lag/Standby Status (0 – Lead, 1 – Lag, 2 – Standby, 3 – Not Available)	0	3	n/a	
Pump2_Lead_Lag_Status	DINT	Pump 2 Lead/Lag/Standby Status (0 – Lead, 1 – Lag, 2 – Standby, 3 – Not Available)	0	3	n/a	
Pump3_Lead_Lag_Status	DINT	Pump 3 Lead/Lag/Standby Status (0 – Lead, 1 – Lag, 2 – Standby, 3 – Not Available)	0	3	n/a	
ControlBits[0]	BOOL	Pump 1 Auto Run Command				
ControlBits[1]	BOOL	Pump 2 Auto Run Command				
ControlBits[2]	BOOL	Pump 3 Auto Run Command				
ControlBits[3]	BOOL	Lead Pump Auto Run Command				

City of Napa Water Division (Napa, CA)

ControlBits[4]	BOOL	Lag Pump Auto Run Command				
ControlBits[5]	BOOL	Standby Pump Auto Run Command				
ControlBits[7]	BOOL	Lead/Lag/Standby Sequence Change Request				
ControlBits[8]	BOOL					
ControlBits[9]	BOOL	Lead/Lag/Standby Sequence Enable/Disable (Enable = 1, Disable = 0)				
ControlBits[10]	BOOL	Pump 1 Pressure Mode Auto Run Command				
ControlBits[11]	BOOL	Pump 2 Pressure Mode Auto Run Command				
ControlBits[12]	BOOL	Pump 3 Pressure Mode Auto Run Command				
ControlBits[13]	BOOL	Lead Pump Pressure Mode Auto Run Command				
ControlBits[14]	BOOL	Lag Pump Pressure Mode Auto Run Command				
ControlBits[15]	BOOL	Standby Pump Pressure Mode Auto Run Command				
ControlBits[16]	BOOL	End of Day Marker				
PLC_Time	DateTime	PLC Time – Used to Report Time back to SCADA				
T_Clock	T_Clock	T Clock Object Used for Reading and Setting Time				
UPS_On_Battery_Alm	P_Alarm	UPS on Battery Alarm				
UPS_Low_Battery_Alm	P_Alarm	UPS Low Battery Alarm				
UPS_Fault_Battery_Alm	P_Alarm	UPS Fault Alarm				
PS1_24VDC_Fail_Alm	P_Alarm	Power Supply 1, 24VDC Alarm				
PS2_24VDC_Fail_Alm	P_Alarm	Power Supply 2, 24VDC Alarm				
Pressure_Lead_Pump_PIDE_Alm	P_Alarm	Pressure Mode - Lead Pump PIDE Error Alarm				

City of Napa Water Division (Napa, CA)

Pressure_Lag_Pump_PIDE_Alarm	P_Alarm	Pressure Mode - Lag Pump PIDE Error Alarm				
Pressure_Standby_Pump_PIDE_Alarm	P_Alarm	Pressure Mode - Standby Pump PIDE Error Alarm				
Pump1_PSet_SpeedRef	Real	Pump 1 Program Speed Setpoint. Used in Level and Pressure Mode to Send Auto Speed to Pump1.PSet_SpeedRef				
Pump2_PSet_SpeedRef	Real	Pump 2 Program Speed Setpoint. Used in Level and Pressure Mode to Send Auto Speed to Pump1.PSet_SpeedRef				
Pump3_PSet_SpeedRef	Real	Pump 3 Program Speed Setpoint. Used in Level and Pressure Mode to Send Auto Speed to Pump1.PSet_SpeedRef				
Pressure_Lead_Pump_PIDE	PIDE	Lead Pump Pressure Control PIDE				
Pressure_Lag_Pump_PIDE	PIDE	Lag Pump Pressure Control PIDE				
Pressure_Standby_Pump_PIDE	PIDE	Standby Pump Pressure Control PIDE				
Program_Timers[0]	Timer	MC01 Message Read Timer				1 Sec
Program_Timers[1]	Timer	Lag Pump Auto Run Call Timer in Pressure Mode				60 Sec
Program_Timers[2]	Timer	Standby Pump Auto Run Call Timer in Pressure Mode				60 Sec
Program_Timers[3]	Timer	Lead Pump Start Delay Timer				15 Sec
Program_Timers[4]	Timer	Lead Pump Shutdown Delay Timer				15 Sec
Program_Timers[5]	Timer	Lag Pump Start Delay Timer				30 Sec
Program_Timers[6]	Timer	Lag Pump Shutdown Delay Timer				30 Sec
Program_Timers[7]	Timer	Standby Pump Start Delay Timer				45 Sec
Program_Timers[8]	Timer	Standby Pump Shutdown Delay Timer				45 Sec

City of Napa Water Division (Napa, CA)

Low_Flow_Alarm	P_Alarm	Low Flow Alarm				
MC01_Message1_Alarm	P_Alarm	MTP Message Alarm (Hillcrest Only)				
Pressure_PIDE_Error_SP	Real	Lead Pump Pressure Control PIDE Loop Error (PV-SP) Error Setpoint				3
Discharge_Flow_AIN_MGD	Real	Convert Discharge_Flow_AIN from GPM to MGD				
Effluent_Flow_Totalizer	Totalizer	A Tank Current Effluent Flow Total (MG)				
Effluent_Flow_Total_Previous_Day	Real	A Tank Effluent Flow Total Previous Day				
Tank_Level_Previous_Day	Real	A Tank Level at Midnight				
Previous_Day_Demand	Real	Hillcrest Previous Day Demand				

1.1.2.3 Operator Setpoints and Commands (Virtual IO)

PLC Tag	PLC Object Type	Description	Low	High	EGU	Default SP Value
ControlBits[6]	BOOL	Control Mode (0=Pressure, 1=Level)	Pressure	Level		
Level_Lag_Pump_Start_Setpoint	Real	Lag Pump Start Level Setpoint				
Level_Lag_Pump_Stop_Setpoint	Real	Lag Pump Stop Level Setpoint				
Level_Lead_Pump_Start_Setpoint	Real	Lead Pump Start Level Setpoint				
Level_Lead_Pump_Stop_Setpoint	Real	Lead Pump Stop Level Setpoint				
Level_Standby_Pump_Start_Setpoint	Real	Standby Pump Start Level Setpoint				
Level_Standby_Pump_Stop_Setpoint	Real	Standby Pump Stop Level Setpoint				
Low_Flow SP	Real	Low Flow Setpoint				
Pressure_PV_SP	Real	Pressure Control Process Variable Setpoint				

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1.1.3 Related Processes

1.1.3.1 Inputs from other Processes

Message Location	Message Control Tag	Source PLC	Source Address	# of Elements	Message Type	Destination PLC	Destination Address	Description
DS09	Read_MC01_Message1 (Hillcrest Only)	MC01	Local:10:I.Ch1Data	1	CIP Data Table Read	DS09	Tank_Level	Milliken is used for Hillcrest Pump Controls in Auto (Level Mode)

1.1.3.2 Outputs to other Processes



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1.1.4 GIS Detail

?

1.1.5 Reference Documents

List drawings, IO lists, and other relevant documentation.

1.1.6 HMI Reference

Screens:

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**ATTACHMENT E
SCOPE OF WORK AND PROJECT TECHNICAL REQUIREMENTS
{To Become Exhibit A of the DBA}**

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Scope of Work and Project Technical Requirements {To Become Exhibit A of the DBA}

The City is accepting proposals from design-build firms offering site design, engineering, construction and engineering support services for the design and installation of two pump stations (Hillcrest and Silverado Highlands Pump Stations) as described herein.

The City is interested in analyzing two alternatives for the replacement of the pump station facilities. Alternative A will consist of replacing the pump stations in kind to return them to their existing (pre-fire) condition. Alternative B will consist of replacing the pump stations in a manner to provide a more robust water delivery system and to protect them from future hazards.

Alternative A will include but not necessarily be limited to the following key elements:

- Remove and replace all above ground infrastructure including all pumps, valves, meters, and piping with materials and equipment similar to those shown in Attachment D;
- Remove and replace concrete foundation, protect in place existing below grade infrastructure;
- Perform all grading and drainage, and; clearing and grubbing necessary to rebuild the pump stations;
- Replace pump station enclosures with wood framed structures of similar size and materials as those shown in Attachment D;
- Replace SCADA capable motor control and instrument package system;
- Replace overhead I-beam and chain hoist;
- Replace self-contained 135kW fixed generator complete with transfer switches. (Silverado Pump Station Only)

Alternative B will include all elements of Alternative A with the following hazard mitigation improvements:

- Wood framed structures to be replaced with CMU block walls and metal roofs;
- Hillcrest Pump Station - Increase size of pumps to a size and capacity to be determined during design to more efficiently fill the Milliken Storage Tank;
- Silverado Pump Station - Provide three VFD pumps of equal size each capable of an operating range of 200 gpm – 500 gpm to adequately meet daily and fire flow demands. One pump will operate at a time to maintain tank levels during normal demands with any two pumps operating to meet fire flow demands. According to the 2018 IFC Table B105.1(1 & 2), fire flow requirements are 1,000 gpm for one hour for a sprinklered SFD up to 6,200 sf. Contractor to confirm flow requirements with Napa County Fire;
- Provide fixed emergency generators with automatic transfer switches at each pump station appropriately sized to operate ancillary equipment and to provide fire and tank maintenance flows as applicable during power interruptions. Generators to be housed within the CMU block structure with adequate ventilation for air intake and exhaust;
- Provide exterior connections and valves enabling City Staff to quickly and easily connect a temporary, diesel powered pump to the pump station in the event of a total system failure.
- Provide exterior wall mounted, motion activated lights over entrances.

Professional engineering, construction services and their deliverables shall include, but not be limited to the following:

Task 1 (Project Management and Meetings)

- 1.1. Project planning and preparation: initiate project plan(s) and work documents;

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- 1.2. Communication and coordination: initiate and maintain project communications with project team and City staff; project coordination of sub-consultants, contractors and sub-contractors as needed;
 - 1.3. Scheduling: produce and update project schedules as needed, along with progress reports covering a mutually agreed period;
 - 1.4. Meetings: attend kick-off and project update meeting(s) as needed;

Task 2 (Design Preparation)

- 2.1. Preparation: attend one kick-off meeting with City staff to review expectations, discuss design features/project constraints and receive the City's contract administration procedures;
- 2.2. Site visit and research: conduct a site and substructure review (record drawings, site and topography surveys to be provided by City);
- 2.3. Basis of Design Workshop: attend one meeting with City staff in advance of development of the basis of design to ensure clarity and provide additional direction, if needed, prior to the execution of Task 2.4.
- 2.4. Preliminary Design and Basis of Design Report: develop preliminary plans (30%) and a basis of design (BOD) for Alternative B only, which shall address but not necessarily be limited to the following:

Basis of Design:

- Previous pump station configuration and the City's proposed design concepts (e.g. review record drawings, boundary and topographic surveys, previous pump configurations, desired pump configurations and optimal site layouts, etc.);
- Current hydraulic conditions and operations criteria (e.g. previous pump characteristic curves, TDH, operating points, etc.);
- Site design criteria (e.g. operations and maintenance requirements, temporary pump configuration which must remain through project completion, etc.);
- Architectural design criteria (e.g. evaluation of City's concept for proposed materials, development of architectural plan(s) for proposed building, accommodation for trailer-mounted generators at each site, etc.);
- Structural design criteria (e.g. soils analysis, new building foundation, hoisting and gantry crane, etc.);
- Pump design criteria (e.g. TDH, system head curve, proposed demand curves, desired pump configurations, built-in provision for connecting temporary pump to building exterior, etc.);
- Mechanical design criteria (e.g. cooling, ventilation, pump motor selection, pipe spacing and clearances, bypassing, valve types, etc.);
- Electrical design criteria (e.g. metered service requirements, lighting, grounding, standby power generator system, built-in provision for connecting emergency generator to building exterior, etc.);
- Instrumentation design criteria (e.g. interface with City's SCADA and PLC design requirements, etc.);
- Compliance criteria (e.g. NPDES, chlorine analyzer(s), piping for recirculation and reuse, etc.);
- Maintenance operations criteria (e.g. access requirements, perimeter maintenance, etc.);
- Identify and provide preliminary equipment submittals;

Preliminary Design (30%):

- Perform a site survey of both project locations;
- Prepare 30% design drawings for all disciplines to include process and single line

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- diagrams, and equipment schedules;
 - Provide draft of technical specifications
- 2.5. Meetings: attend additional meeting(s) as needed to sufficiently commence PS&E production;
- 2.6. Geotechnical investigation: review existing soils data (City to research if any exists), and prescribe as needed, any additional soils investigations to adequately prepare plans for the intended site improvements, which may include procurement of additional geotechnical data beyond that which the City already has;
- 2.7. Utility Survey: identify and engage each utility through a utility survey to confirm the extent of requirements from each utility provider (power, telecommunications, water, et al.). Outcomes from the utility survey shall be incorporated into the design to ensure compliance prior to construction. The City expects the Design-Builder to be the applicant on all utility company applications. The following utilities are present at the site:
- City of Napa: potable water
 - Pacific Gas & Electric: power (277/480V, 3 phase)
 - Telecommunications: ATT5 Mb ASE (ATT Switched Ethernet)
- The exact size, capacity, and access to existing utilities shall be confirmed as part of the design development effort.
- 2.8. Design Documents (60%):
- Prepare all 60% design and construction documents;
 - Update draft technical specifications;
 - Update equipment submittals;
- 2.9. Design Documents (90%):
- Prepare all 90% design and construction documents;
 - Update draft technical specifications;
 - Update equipment submittals;
- 2.10. Design Documents (100%):
- Prepare all final design and construction documents;
 - Provide final technical specifications;
 - Provide final equipment submittals;
- 2.11. Pre-Construction Services: participate and advise City staff during the submittal review and approval process, as well as conduct a pre-construction meeting which shall include, but not be limited to selected City staff, Contractor/sub-contractors, utility companies and adjacent property owners;
- 2.12. Biological Resource Monitoring: identify mitigation measures and provide environmental and biological resource monitoring to ensure compliance with NEPA/CEQA.
- This project is categorically exempt pursuant to CEQA Guidelines Section 15302 (Replacement or Reconstruction)

Task 3 (Construction)

- 3.1. Mobilization/Site Preparation: perform any necessary clearing and grubbing, and placement of erosion control BMP's required to protect nearby drainage channels and stormwater inlets;
- 3.2. Contractor/Sub-Contractor: supervise all sub-contractor and Design-Builder personnel;
- 3.3. Demolition: remove all above ground pipes, valves, meters, and pumps along with existing foundation. Underground utilities to be protected in place;
- 3.4. Reconstruction: construct pump stations complete in place, elements to include but not necessarily be limited to the following:
- Pump station foundation (e.g. concrete slab, pipe spools above slab, etc.);
 - Pump station superstructure (e.g. CMU block walls, doors, overhead traveling bridge crane, etc.);

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- Mechanical infrastructure (e.g. pipes, pumps, meters, analyzers, valves, sample taps, provisions for exterior emergency pump connection, etc.);
 - Process and Instrumentation (e.g. SCADA system integration, PLC installation and programming, etc.);
 - Electrical infrastructure (e.g. conduits, lighting, outlets, grounding, standby generator installation with automatic transfer switch, etc.);
 - Site restoration (e.g. landscaping, paving, concrete flat work, etc.)
- 3.5. Site Maintenance: maintain site security, cleanliness and all pollution control measures;
- 3.6. Utility Coordination: coordinate with all utility providers for the supply of power, telecommunications, et al. to the site;
- 3.7. Demobilization: remove temporary construction facilities, materials, trash, equipment, etc.
- 3.8. Environmental: The City of Napa is required to comply with the Statewide General National Pollutant Discharge Elimination System (NPDES) Permit for Drinking Water System Discharges to Water of the United States; State Water Board Order 2014-0194-DWQ. This order provides regulatory coverage for emergency/unplanned discharges resulting from operations and maintenance activities. The current Pump Station project locations are susceptible to water discharges. Any non-compliance discharge must be reported immediately to the City of Napa Water Quality Manager Erin Kebbas, for notification to the San Francisco Bay Water Board.

Task 4 (Commissioning)

- 4.1. Test Equipment: provide proof of calibration for all testing instruments and analyzers.
- 4.2. Component and Systems Testing:
- Gates and Valves: Manually open and close hand-operated gates and valves;
- Electrically open and close actuated gates and valves using pushbuttons on actuator and/or remote pushbutton station;
 - Verify gate position is indicated at control system;
 - Demonstrate manual backup operation for actuators furnished with handwheel or other manual override device;
 - Test check valves to demonstrate proper function of the valve
- Sump Pumps:
- Demonstrate ability of sump pumps to dewater basins or vaults in which they are located;
 - Use automatic level controls during dewatering demonstration;
 - Record time required to pump water out in order to estimate pump flow rate and compare to pump's design flow rate. Resolve discrepancies of more than 20 percent.
- 4.3. Performance Test:
- Pump station shall be tested and disinfected prior to being connected to City water system;
 - Bump pumps to verify proper rotation of each pump impeller;
 - Electrical, Instrumentation, and Controls Systems shall be tested in accordance with industry standards;
 - Confirm proper installation of ground fault systems and function of all protected outlets and circuits;
 - Verify proper function of motor controls;
 - Perform generator performance testing with a load cell prior to testing ATS;
 - Perform tests of automatic transfer switch by simulating loss of normal power and then return to normal power;
 - After disinfection and connection to City water system, perform pump station test to confirm design flow rate and pressures.
- 4.4. Complete Punch List Items: complete all punch list items identified and documented during construction and commissioning.

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Task 5 (Close Out)

- 5.1. Close Out Documentation: provide City with all Operation and Maintenance manuals for all equipment, and as-built drawings showing all mechanical, electrical, and instrumentation systems installation and configuration;
- 5.2. Notice of Completion: prepare notice of completion;
- 5.3. Preparation of Project Report: provide a project report that shall include a financial summary of the project contract, a summary of change orders, as well as compilation of any daily and/or weekly reports on the general contractor, sub-contractors, et al.

Services to be provided by the City:

- Assistance during water system operations and shutdowns.
- SCADA systems integration with the following caveats:
 - The City can not support two parallel startups.
 - The City will be part of the Factory Acceptance Test for the flow control panel (both witnessed and unwitnessed). The City would be part of the point-to-point simulated test. The contractor would simulate IO signals as appropriate from the control panel terminal to assist in the testing of IO and the control narrative.
 - For the Site Acceptance Tests, all tests will be performed from the end device. The Contractor shall allocate the appropriate time for the test and a set of hours for any retests.

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**ATTACHMENT F
GENERAL CONDITIONS AND SUPPLEMENTAL GENERAL CONDITIONS**

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STANDARD FORM OF GENERAL CONDITIONS OF CONTRACT BETWEEN OWNER AND DESIGN-BUILDER

Document No. 535

Second Edition, 2010

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Washington, DC

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Article 1

General

1.1 Mutual Obligations

1.1.1 *Owner and Design-Builder* commit at all times to cooperate fully with each other, and proceed on the basis of trust and good faith, to permit each party to realize the benefits afforded under the Contract Documents.

1.2 Basic Definitions

1.2.1 *Agreement* refers to the executed contract between Owner and Design-Builder under either DBIA Document No. 525, *Standard Form of Agreement Between Owner and Design-Builder - Lump Sum* (2010 Edition) or DBIA Document No. 530, *Standard Form of Agreement Between Owner and Design-Builder - Cost Plus Fee with an Option for a Guaranteed Maximum Price* (2010 Edition).

1.2.2 *Basis of Design Documents* are as follows: For DBIA Document No. 530, *Standard Form of Agreement Between Owner and Design-Builder - Cost Plus Fee With an Option for a Guaranteed Maximum Price*, the Basis of Design Documents are those documents specifically listed in, as applicable, the GMP Exhibit or GMP Proposal as being the "Basis of Design Documents." For DBIA Document No. 525, *Standard Form of Agreement Between Owner and Design-Builder - Lump Sum*, the Basis of Design Documents are the Owner's Project Criteria, Design-Builder's Proposal and the Deviation List, if any.

1.2.3 *Construction Documents* are the documents, consisting of Drawings and Specifications, to be prepared or assembled by the Design-Builder consistent with the Basis of Design Documents unless a deviation from the Basis of Design Documents is specifically set forth in a Change Order executed by both the Owner and Design-Builder, as part of the design review process contemplated by Section 2.4 of these General Conditions of Contract.

1.2.4 *Day or Days* shall mean calendar days unless otherwise specifically noted in the Contract Documents.

1.2.5 *Design-Build Team* is comprised of the Design-Builder, the Design Consultant, and key Subcontractors identified by the Design-Builder.

1.2.6 *Design Consultant* is a qualified, licensed design professional who is not an employee of Design-Builder, but is retained by Design-Builder, or employed or retained by anyone under contract with Design-Builder, to furnish design services required under the Contract Documents. A Design Sub-Consultant is a qualified, licensed design professional who is not an employee of the Design Consultant, but is retained by the Design Consultant or employed or retained by anyone under contract to Design Consultant, to furnish design services required under the Contract Documents.

1.2.7 *Final Completion* is the date on which all Work is complete in accordance with the Contract Documents, including but not limited to, any items identified in the punch list prepared under Section 6.6.1 and the submission of all documents set forth in Section 6.7.2.

1.2.8 *Force Majeure Events* are those events that are beyond the control of both Design-Builder and Owner, including the events of war, floods, labor disputes, earthquakes, epidemics, adverse weather conditions not reasonably anticipated, and other acts of God.

1.2.9 *General Conditions of Contract* refer to this DBIA Document No. 535, *Standard Form of General Conditions of Contract Between Owner and Design-Builder* (2010 Edition).

1.2.10 *GMP Exhibit* means that exhibit attached to DBIA Document No. 530, *Standard Form of Agreement Between Owner and Design-Builder - Cost Plus Fee With an Option for a Guaranteed Maximum Price*, which exhibit will have been agreed upon by Owner and Design-Builder prior to the execution of the Agreement.

1.2.11 *GMP Proposal* means that proposal developed by Design-Builder in accordance with Section 6.6 of DBIA Document No. 530, *Standard Form of Agreement Between Owner and Design-Builder - Cost Plus Fee With an Option for a Guaranteed Maximum Price*.

1.2.12 *Hazardous Conditions* are any materials, wastes, substances and chemicals deemed to be hazardous under applicable Legal Requirements, or the handling, storage, remediation, or disposal of which are regulated by applicable Legal Requirements.

1.2.13 *Legal Requirements* are all applicable federal, state and local laws, codes, ordinances, rules, regulations, orders and decrees of any government or quasi-government entity having jurisdiction over the Project or Site, the practices involved in the Project or Site, or any Work.

1.2.14 *Owner's Project Criteria* are developed by or for Owner to describe Owner's program requirements and objectives for the Project, including use, space, price, time, site and expandability requirements, as well as submittal requirements and other requirements governing Design-Builder's performance of the Work. Owner's Project Criteria may include conceptual documents, design criteria, design performance specifications, design specifications, and LEED® or other sustainable design criteria and other Project-specific technical materials and requirements.

1.2.15 *Site* is the land or premises on which the Project is located.

1.2.16 *Subcontractor* is any person or entity retained by Design-Builder as an independent contractor to perform a portion of the Work and shall include materialmen and suppliers.

1.2.17 *Sub-Subcontractor* is any person or entity retained by a Subcontractor as an independent contractor to perform any portion of a Subcontractor's Work and shall include materialmen and suppliers.

1.2.18 *Substantial Completion* or *Substantially Complete* means the date on which the Work, or an agreed upon portion of the Work, is sufficiently complete in accordance with the Contract Documents so that Owner can occupy and use the Project or a portion thereof for its intended purposes.

1.2.19 *Work* is comprised of all Design-Builder's design, construction and other services required by the Contract Documents, including procuring and furnishing all materials, equipment, services and labor reasonably inferable from the Contract Documents.

Article 2

Design-Builder's Services and Responsibilities

2.1 General Services.

2.1.1 Design-Builder's Representative shall be reasonably available to Owner and shall have the necessary expertise and experience required to supervise the Work. Design-Builder's Representative shall communicate regularly with Owner and shall be vested with the authority to act on behalf of Design-Builder. Design-Builder's Representative may be replaced only with the mutual agreement of Owner and Design-Builder.

2.1.2 Design-Builder shall provide Owner with a monthly status report detailing the progress of the Work, including (i) whether the Work is proceeding according to schedule, (ii) whether discrepancies, conflicts, or ambiguities exist in the Contract Documents that require resolution, (iii) whether health and safety issues exist in connection with the Work; (iv) status of the contingency account to the extent provided for in the Standard Form of Agreement Between Owner and Design-Builder - Cost Plus Fee with an Option for a Guaranteed Maximum Price; and (v) other items that require resolution so as not to jeopardize Design-Builder's ability to complete the Work for the Contract Price and within the Contract Time(s).

2.1.3 Unless a schedule for the execution of the Work has been attached to the Agreement as an exhibit at the time the Agreement is executed, Design-Builder shall prepare and submit, at least three (3) days prior to the meeting contemplated by Section 2.1.4 hereof, a schedule for the execution of the Work for Owner's review and response. The schedule shall indicate the dates for the start and completion of the various stages of Work, including the dates when Owner information and approvals are required to enable Design-Builder to achieve the Contract Time(s). The schedule shall be revised as required by conditions and progress of the Work, but such revisions shall not relieve Design-Builder of its obligations to complete the Work within the Contract Time(s), as such dates may be adjusted in accordance with the Contract Documents. Owner's review of, and response to, the schedule shall not be construed as relieving Design-Builder of its complete and exclusive control over the means, methods, sequences and techniques for executing the Work.

2.1.4 The parties will meet within seven (7) days after execution of the Agreement to discuss issues affecting the administration of the Work and to implement the necessary procedures, including those relating to submittals and payment, to facilitate the ability of the parties to perform their obligations under the Contract Documents.

2.2 Design Professional Services.

2.2.1 Design-Builder shall, consistent with applicable state licensing laws, provide through qualified, licensed design professionals employed by Design-Builder, or procured from qualified, independent licensed Design Consultants, the necessary design services, including architectural, engineering and other design professional services, for the preparation of the required drawings, specifications and other design submittals to permit Design-Builder to complete the Work consistent with the Contract Documents. Nothing in the Contract Documents is intended or deemed to create any legal or contractual relationship between Owner and any Design Consultant.

2.3 Standard of Care for Design Professional Services.

2.3.1 The standard of care for all design professional services performed to execute the Work shall be the care and skill ordinarily used by members of the design profession practicing under similar conditions at the same time and locality of the Project.

2.4 Design Development Services.

2.4.1 Design-Builder and Owner shall, consistent with any applicable provision of the Contract Documents, agree upon any interim design submissions that Owner may wish to review, which interim design submissions may include design criteria, drawings, diagrams and specifications setting forth the Project requirements. Interim design submissions shall be consistent with the Basis of Design Documents, as the Basis of Design Documents may have been changed through the design process set forth in this Section 2.4.1. On or about the time of the scheduled submissions, Design-Builder and Owner shall meet and confer about the submissions, with Design-Builder identifying during such meetings, among other things, the evolution of the design and any changes to the Basis of Design Documents, or, if applicable, previously submitted design

submissions. Changes to the Basis of Design Documents, including those that are deemed minor changes under Section 9.3.1, shall be processed in accordance with Article 9. Minutes of the meetings, including a full listing of all changes, will be maintained by Design-Builder and provided to all attendees for review. Following the design review meeting, Owner shall review and approve the interim design submissions and meeting minutes in a time that is consistent with the turnaround times set forth in Design-Builder's schedule.

2.4.2 Design-Builder shall submit to Owner Construction Documents setting forth in detail drawings and specifications describing the requirements for construction of the Work. The Construction Documents shall be consistent with the latest set of interim design submissions, as such submissions may have been modified in a design review meeting and recorded in the meetings minutes. The parties shall have a design review meeting to discuss, and Owner shall review and approve, the Construction Documents in accordance with the procedures set forth in Section 2.4.1 above. Design-Builder shall proceed with construction in accordance with the approved Construction Documents and shall submit one set of approved Construction Documents to Owner prior to commencement of construction.

2.4.3 Owner's review and approval of interim design submissions, meeting minutes, and the Construction Documents is for the purpose of mutually establishing a conformed set of Contract Documents compatible with the requirements of the Work. Neither Owner's review nor approval of any interim design submissions, meeting minutes, and Construction Documents shall be deemed to transfer any design liability from Design-Builder to Owner.

2.4.4 To the extent not prohibited by the Contract Documents or Legal Requirements, Design-Builder may prepare interim design submissions and Construction Documents for a portion of the Work to permit construction to proceed on that portion of the Work prior to completion of the Construction Documents for the entire Work.

2.5 Legal Requirements.

2.5.1 Design-Builder shall perform the Work in accordance with all Legal Requirements and shall provide all notices applicable to the Work as required by the Legal Requirements.

2.5.2 The Contract Price and/or Contract Time(s) shall be adjusted to compensate Design-Builder for the effects of any changes in the Legal Requirements enacted after the date of the Agreement affecting the performance of the Work, or if a Guaranteed Maximum Price is established after the date of the Agreement, the date the parties agree upon the Guaranteed Maximum Price. Such effects may include, without limitation, revisions Design-Builder is required to make to the Construction Documents because of changes in Legal Requirements.

2.6 Government Approvals and Permits.

2.6.1 Except as identified in an Owner's Permit List attached as an exhibit to the Agreement, Design-Builder shall obtain and pay for all necessary permits, approvals, licenses, government charges and inspection fees required for the prosecution of the Work by any government or quasi-government entity having jurisdiction over the Project.

2.6.2 Design-Builder shall provide reasonable assistance to Owner in obtaining those permits, approvals and licenses that are Owner's responsibility.

2.7 Design-Builder's Construction Phase Services.

2.7.1 Unless otherwise provided in the Contract Documents to be the responsibility of Owner or a separate contractor, Design-Builder shall provide through itself or Subcontractors the necessary supervision, labor, inspection, testing, start-up, material, equipment, machinery, temporary utilities and other temporary facilities to permit Design-Builder to complete construction of the

Project consistent with the Contract Documents.

2.7.2 Design-Builder shall perform all construction activities efficiently and with the requisite expertise, skill and competence to satisfy the requirements of the Contract Documents. Design-Builder shall at all times exercise complete and exclusive control over the means, methods, sequences and techniques of construction.

2.7.3 Design-Builder shall employ only Subcontractors who are duly licensed and qualified to perform the Work consistent with the Contract Documents. Owner may reasonably object to Design-Builder's selection of any Subcontractor, provided that the Contract Price and/or Contract Time(s) shall be adjusted to the extent that Owner's decision impacts Design-Builder's cost and/or time of performance.

2.7.4 Design-Builder assumes responsibility to Owner for the proper performance of the Work of Subcontractors and any acts and omissions in connection with such performance. Nothing in the Contract Documents is intended or deemed to create any legal or contractual relationship between Owner and any Subcontractor or Sub-Subcontractor, including but not limited to any third-party beneficiary rights.

2.7.5 Design-Builder shall coordinate the activities of all Subcontractors. If Owner performs other work on the Project or at the Site with separate contractors under Owner's control, Design-Builder agrees to reasonably cooperate and coordinate its activities with those of such separate contractors so that the Project can be completed in an orderly and coordinated manner without unreasonable disruption.

2.7.6 Design-Builder shall keep the Site reasonably free from debris, trash and construction wastes to permit Design-Builder to perform its construction services efficiently, safely and without interfering with the use of adjacent land areas. Upon Substantial Completion of the Work, or a portion of the Work, Design-Builder shall remove all debris, trash, construction wastes, materials, equipment, machinery and tools arising from the Work or applicable portions thereof to permit Owner to occupy the Project or a portion of the Project for its intended use.

2.8 Design-Builder's Responsibility for Project Safety.

2.8.1 Design-Builder recognizes the importance of performing the Work in a safe manner so as to prevent damage, injury or loss to (i) all individuals at the Site, whether working or visiting, (ii) the Work, including materials and equipment incorporated into the Work or stored on-Site or off-Site, and (iii) all other property at the Site or adjacent thereto. Design-Builder assumes responsibility for implementing and monitoring all safety precautions and programs related to the performance of the Work. Design-Builder shall, prior to commencing construction, designate a Safety Representative with the necessary qualifications and experience to supervise the implementation and monitoring of all safety precautions and programs related to the Work. Unless otherwise required by the Contract Documents, Design-Builder's Safety Representative shall be an individual stationed at the Site who may have responsibilities on the Project in addition to safety. The Safety Representative shall make routine daily inspections of the Site and shall hold weekly safety meetings with Design-Builder's personnel, Subcontractors and others as applicable.

2.8.2 Design-Builder and Subcontractors shall comply with all Legal Requirements relating to safety, as well as any Owner-specific safety requirements set forth in the Contract Documents, provided that such Owner-specific requirements do not violate any applicable Legal Requirement. Design-Builder will immediately report in writing any safety-related injury, loss, damage or accident arising from the Work to Owner's Representative and, to the extent mandated by Legal Requirements, to all government or quasi-government authorities having jurisdiction over safety-related matters involving the Project or the Work.

2.8.3 Design-Builder's responsibility for safety under this Section 2.8 is not intended in any way to relieve Subcontractors and Sub-Subcontractors of their own contractual and legal obligations and responsibility for (i) complying with all Legal Requirements, including those related to health and safety matters, and (ii) taking all necessary measures to implement and monitor all safety precautions and programs to guard against injuries, losses, damages or accidents resulting from their performance of the Work.

2.9 Design-Builder's Warranty.

2.9.1 Design-Builder warrants to Owner that the construction, including all materials and equipment furnished as part of the construction, shall be new unless otherwise specified in the Contract Documents, of good quality, in conformance with the Contract Documents and free of defects in materials and workmanship. Design-Builder's warranty obligation excludes defects caused by abuse, alterations, or failure to maintain the Work in a commercially reasonable manner. Nothing in this warranty is intended to limit any manufacturer's warranty which provides Owner with greater warranty rights than set forth in this Section 2.9 or the Contract Documents. Design-Builder will provide Owner with all manufacturers' warranties upon Substantial Completion.

2.10 Correction of Defective Work.

2.10.1 Design-Builder agrees to correct any Work that is found to not be in conformance with the Contract Documents, including that part of the Work subject to Section 2.9 hereof, within a period of one year from the date of Substantial Completion of the Work or any portion of the Work, or within such longer period to the extent required by any specific warranty included in the Contract Documents.

2.10.2 Design-Builder shall, within seven (7) days of receipt of written notice from Owner that the Work is not in conformance with the Contract Documents, take meaningful steps to commence correction of such nonconforming Work, including the correction, removal or replacement of the nonconforming Work and any damage caused to other parts of the Work affected by the nonconforming Work. If Design-Builder fails to commence the necessary steps within such seven (7) day period, Owner, in addition to any other remedies provided under the Contract Documents, may provide Design-Builder with written notice that Owner will commence correction of such nonconforming Work with its own forces. If Owner does perform such corrective Work, Design-Builder shall be responsible for all reasonable costs incurred by Owner in performing such correction. If the nonconforming Work creates an emergency requiring an immediate response, the seven (7) day period identified herein shall be deemed inapplicable.

2.10.3 The one-year period referenced in Section 2.10.1 above applies only to Design-Builder's obligation to correct nonconforming Work and is not intended to constitute a period of limitations for any other rights or remedies Owner may have regarding Design-Builder's other obligations under the Contract Documents.

Article 3

Owner's Services and Responsibilities

3.1 Duty to Cooperate.

3.1.1 Owner shall, throughout the performance of the Work, cooperate with Design-Builder and perform its responsibilities, obligations and services in a timely manner to facilitate Design-Builder's timely and efficient performance of the Work and so as not to delay or interfere with Design-Builder's performance of its obligations under the Contract Documents.

3.1.2 Owner shall provide timely reviews and approvals of interim design submissions and Construction Documents consistent with the turnaround times set forth in Design-Builder's schedule.

3.1.3 Owner shall give Design-Builder timely notice of any Work that Owner notices to be defective or not in compliance with the Contract Documents.

3.2 Furnishing of Services and Information.

3.2.1 Unless expressly stated to the contrary in the Contract Documents, Owner shall provide, at its own cost and expense, for Design-Builder's information and use the following, all of which Design-Builder is entitled to rely upon in performing the Work:

3.2.1.1 Surveys describing the property, boundaries, topography and reference points for use during construction, including existing service and utility lines;

3.2.1.2 Geotechnical studies describing subsurface conditions, and other surveys describing other latent or concealed physical conditions at the Site;

3.2.1.3 Temporary and permanent easements, zoning and other requirements and encumbrances affecting land use, or necessary to permit the proper design and construction of the Project and enable Design-Builder to perform the Work;

3.2.1.4 A legal description of the Site;

3.2.1.5 To the extent available, record drawings of any existing structures at the Site; and

3.2.1.6 To the extent available, environmental studies, reports and impact statements describing the environmental conditions, including Hazardous Conditions, in existence at the Site.

3.2.2 Owner is responsible for securing and executing all necessary agreements with adjacent land or property owners that are necessary to enable Design-Builder to perform the Work. Owner is further responsible for all costs, including attorneys' fees, incurred in securing these necessary agreements.

3.3 Financial Information.

3.3.1 At Design-Builder's request, Owner shall promptly furnish reasonable evidence satisfactory to Design-Builder that Owner has adequate funds available and committed to fulfill all of Owner's contractual obligations under the Contract Documents. If Owner fails to furnish such financial information in a timely manner, Design-Builder may stop Work under Section 11.3 hereof or exercise any other right permitted under the Contract Documents.

3.3.2 Design-Builder shall cooperate with the reasonable requirements of Owner's lenders or other financial sources. Notwithstanding the preceding sentence, after execution of the Agreement Design-Builder shall have no obligation to execute for Owner or Owner's lenders or other financial sources any documents or agreements that require Design-Builder to assume obligations or responsibilities greater than those existing obligations Design-Builder has under the Contract Documents.

3.4 Owner's Representative.

3.4.1 Owner's Representative shall be responsible for providing Owner-supplied information and approvals in a timely manner to permit Design-Builder to fulfill its obligations under the

Contract Documents. Owner's Representative shall also provide Design-Builder with prompt notice if it observes any failure on the part of Design-Builder to fulfill its contractual obligations, including any errors, omissions or defects in the performance of the Work. Owner's Representative shall communicate regularly with Design-Builder and shall be vested with the authority to act on behalf of Owner.

3.5 Government Approvals and Permits.

3.5.1 Owner shall obtain and pay for all necessary permits, approvals, licenses, government charges and inspection fees set forth in the Owner's Permit List attached as an exhibit to the Agreement.

3.5.2 Owner shall provide reasonable assistance to Design-Builder in obtaining those permits, approvals and licenses that are Design-Builder's responsibility.

3.6 Owner's Separate Contractors.

3.6.1 Owner is responsible for all work performed on the Project or at the Site by separate contractors under Owner's control. Owner shall contractually require its separate contractors to cooperate with, and coordinate their activities so as not to interfere with, Design-Builder in order to enable Design-Builder to timely complete the Work consistent with the Contract Documents.

Article 4

Hazardous Conditions and Differing Site Conditions

4.1 Hazardous Conditions.

4.1.1 Unless otherwise expressly provided in the Contract Documents to be part of the Work, Design-Builder is not responsible for any Hazardous Conditions encountered at the Site. Upon encountering any Hazardous Conditions, Design-Builder will stop Work immediately in the affected area and duly notify Owner and, if required by Legal Requirements, all government or quasi-government entities with jurisdiction over the Project or Site.

4.1.2 Upon receiving notice of the presence of suspected Hazardous Conditions, Owner shall take the necessary measures required to ensure that the Hazardous Conditions are remediated or rendered harmless. Such necessary measures shall include Owner retaining qualified independent experts to (i) ascertain whether Hazardous Conditions have actually been encountered, and, if they have been encountered, (ii) prescribe the remedial measures that Owner must take either to remove the Hazardous Conditions or render the Hazardous Conditions harmless.

4.1.3 Design-Builder shall be obligated to resume Work at the affected area of the Project only after Owner's expert provides it with written certification that (i) the Hazardous Conditions have been removed or rendered harmless and (ii) all necessary approvals have been obtained from all government and quasi-government entities having jurisdiction over the Project or Site.

4.1.4 Design-Builder will be entitled, in accordance with these General Conditions of Contract, to an adjustment in its Contract Price and/or Contract Time(s) to the extent Design-Builder's cost and/or time of performance have been adversely impacted by the presence of Hazardous Conditions.

4.1.5 To the fullest extent permitted by law, Owner shall indemnify, defend and hold harmless Design-Builder, Design Consultants, Subcontractors, anyone employed directly or indirectly by

any of them, and their officers, directors, employees and agents, from and against any and all claims, losses, damages, liabilities and expenses, including attorneys' fees and expenses, arising out of or resulting from the presence, removal or remediation of Hazardous Conditions at the Site.

4.1.6 Notwithstanding the preceding provisions of this Section 4.1, Owner is not responsible for Hazardous Conditions introduced to the Site by Design-Builder, Subcontractors or anyone for whose acts they may be liable. To the fullest extent permitted by law, Design-Builder shall indemnify, defend and hold harmless Owner and Owner's officers, directors, employees and agents from and against all claims, losses, damages, liabilities and expenses, including attorneys' fees and expenses, arising out of or resulting from those Hazardous Conditions introduced to the Site by Design-Builder, Subcontractors or anyone for whose acts they may be liable.

4.2 Differing Site Conditions.

4.2.1 Concealed or latent physical conditions or subsurface conditions at the Site that (i) materially differ from the conditions indicated in the Contract Documents or (ii) are of an unusual nature, differing materially from the conditions ordinarily encountered and generally recognized as inherent in the Work are collectively referred to herein as "Differing Site Conditions." If Design-Builder encounters a Differing Site Condition, Design-Builder will be entitled to an adjustment in the Contract Price and/or Contract Time(s) to the extent Design-Builder's cost and/or time of performance are adversely impacted by the Differing Site Condition.

4.2.2 Upon encountering a Differing Site Condition, Design-Builder shall provide prompt written notice to Owner of such condition, which notice shall not be later than fourteen (14) days after such condition has been encountered. Design-Builder shall, to the extent reasonably possible, provide such notice before the Differing Site Condition has been substantially disturbed or altered.

Article 5

Insurance and Bonds

5.1 Design-Builder's Insurance Requirements.

5.1.1 Design-Builder is responsible for procuring and maintaining the insurance for the coverage amounts all as set forth in the Insurance Exhibit to the Agreement. Coverage shall be secured from insurance companies authorized to do business in the state in which the Project is located, and with a minimum rating set forth in the Agreement.

5.1.2 Design-Builder's insurance shall specifically delete any design-build or similar exclusions that could compromise coverages because of the design-build delivery of the Project.

5.1.3 Prior to commencing any construction services hereunder, Design-Builder shall provide Owner with certificates evidencing that (i) all insurance obligations required by the Contract Documents are in full force and in effect and will remain in effect for the duration required by the Contract Documents and (ii) no insurance coverage will be canceled, renewal refused, or materially changed unless at least thirty (30) days prior written notice is given to Owner. If any of the foregoing insurance coverages are required to remain in force after final payment are reasonably available, an additional certificate evidencing continuation of such coverage shall be submitted with the Final Application for Payment. If any information concerning reduction of coverage is not furnished by the insurer, it shall be furnished by the Design-Builder with reasonable promptness according to the Design-Builder's information and belief.

5.2 Owner's Liability Insurance.

5.2.1 Owner shall procure and maintain from insurance companies authorized to do business in the state in which the Project is located such liability insurance as set forth in the Insurance Exhibit to the Agreement to protect Owner from claims which may arise from the performance of Owner's obligations under the Contract Documents or Owner's conduct during the course of the Project.

5.3 Owner's Property Insurance.

5.3.1 Unless otherwise provided in the Contract Documents, Owner shall procure and maintain from insurance companies authorized to do business in the state in which the Project is located property insurance upon the entire Project to the full insurable value of the Project, including professional fees, overtime premiums and all other expenses incurred to replace or repair the insured property. The property insurance obtained by Owner shall be the broadest coverage commercially available, and shall include as additional insureds the interests of Owner, Design-Builder, Design Consultants and Subcontractors of any tier. Such insurance shall include but not be limited to the perils of fire and extended coverage, theft, vandalism, malicious mischief, collapse, flood, earthquake, debris removal and other perils or causes of loss as called for in the Contract Documents. The property insurance shall include physical loss or damage to the Work, including materials and equipment in transit, at the Site or at another location as may be indicated in Design-Builder's Application for Payment and approved by Owner. The Owner is responsible for the payment of any deductibles under the insurance required by this Section 5.3.1.

5.3.2 Unless the Contract Documents provide otherwise, Owner shall procure and maintain boiler and machinery insurance that will include the interests of Owner, Design-Builder, Design Consultants, and Subcontractors of any tier. The Owner is responsible for the payment of any deductibles under the insurance required by this Section 5.3.2.

5.3.3 Prior to Design-Builder commencing any Work, Owner shall provide Design-Builder with certificates evidencing that (i) all Owner's insurance obligations required by the Contract Documents are in full force and in effect and will remain in effect until Design-Builder has completed all of the Work and has received final payment from Owner and (ii) no insurance coverage will be canceled, renewal refused, or materially changed unless at least thirty (30) days prior written notice is given to Design-Builder. Owner's property insurance shall not lapse or be canceled if Owner occupies a portion of the Work pursuant to Section 6.6.3 hereof. Owner shall provide Design-Builder with the necessary endorsements from the insurance company prior to occupying a portion of the Work.

5.3.4 Any loss covered under Owner's property insurance shall be adjusted with Owner and Design-Builder and made payable to both of them as trustees for the insureds as their interests may appear, subject to any applicable mortgage clause. All insurance proceeds received as a result of any loss will be placed in a separate account and distributed in accordance with such agreement as the interested parties may reach. Any disagreement concerning the distribution of any proceeds will be resolved in accordance with Article 10 hereof.

5.3.5 Owner and Design-Builder waive against each other and Owner's separate contractors, Design Consultants, Subcontractors, agents and employees of each and all of them, all damages covered by property insurance provided herein, except such rights as they may have to the proceeds of such insurance. Design-Builder and Owner shall, where appropriate, require similar waivers of subrogation from Owner's separate contractors, Design Consultants and Subcontractors and shall require each of them to include similar waivers in their contracts. These waivers of subrogation shall not contain any restriction or limitation that will impair the full and complete extent of its applicability to any person or entity unless agreed to in writing prior to the execution of this Agreement.

5.4 Bonds and Other Performance Security.

5.4.1 If Owner requires Design-Builder to obtain performance and labor and material payment bonds, or other forms of performance security, the amount, form and other conditions of such security shall be as set forth in the Agreement.

5.4.2 All bonds furnished by Design-Builder shall be in a form satisfactory to Owner. The surety shall be a company qualified and registered to conduct business in the state in which the Project is located.

Article 6

Payment

6.1 Schedule of Values.

6.1.1 Unless required by the Owner upon execution of this Agreement, within ten (10) days of execution of the Agreement, Design-Builder shall submit for Owner's review and approval a schedule of values for all of the Work. The Schedule of Values will (i) subdivide the Work into its respective parts, (ii) include values for all items comprising the Work and (iii) serve as the basis for monthly progress payments made to Design-Builder throughout the Work.

6.1.2 The Owner will timely review and approve the schedule of values so as not to delay the submission of the Design-Builder's first application for payment. The Owner and Design-Builder shall timely resolve any differences so as not to delay the Design-Builder's submission of its first application for payment.

6.2 Monthly Progress Payments.

6.2.1 On or before the date established in the Agreement, Design-Builder shall submit for Owner's review and approval its Application for Payment requesting payment for all Work performed as of the date of the Application for Payment. The Application for Payment shall be accompanied by all supporting documentation required by the Contract Documents and/or established at the meeting required by Section 2.1.4 hereof.

6.2.2 The Application for Payment may request payment for equipment and materials not yet incorporated into the Project, provided that (i) Owner is satisfied that the equipment and materials are suitably stored at either the Site or another acceptable location, (ii) the equipment and materials are protected by suitable insurance and (iii) upon payment, Owner will receive the equipment and materials free and clear of all liens and encumbrances.

6.2.3 All discounts offered by Subcontractor, Sub-Subcontractors and suppliers to Design-Builder for early payment shall accrue one hundred percent to Design-Builder to the extent Design-Builder advances payment. Unless Owner advances payment to Design-Builder specifically to receive the discount, Design-Builder may include in its Application for Payment the full undiscounted cost of the item for which payment is sought.

6.2.4 The Application for Payment shall constitute Design-Builder's representation that the Work described herein has been performed consistent with the Contract Documents, has progressed to the point indicated in the Application for Payment, and that title to all Work will pass to Owner free and clear of all claims, liens, encumbrances, and security interests upon the incorporation of the Work into the Project, or upon Design-Builder's receipt of payment, whichever occurs earlier.

6.3 Withholding of Payments.

6.3.1 On or before the date established in the Agreement, Owner shall pay Design-Builder all amounts properly due. If Owner determines that Design-Builder is not entitled to all or part of an Application for Payment as a result of Design-Builder's failure to meet its obligations hereunder, it

will notify Design-Builder in writing at least five (5) days prior to the date payment is due. The notice shall indicate the specific amounts Owner intends to withhold, the reasons and contractual basis for the withholding, and the specific measures Design-Builder must take to rectify Owner's concerns. Design-Builder and Owner will attempt to resolve Owner's concerns prior to the date payment is due. If the parties cannot resolve such concerns, Design-Builder may pursue its rights under the Contract Documents, including those under Article 10 hereof.

6.3.2 Notwithstanding anything to the contrary in the Contract Documents, Owner shall pay Design-Builder all undisputed amounts in an Application for Payment within the times required by the Agreement.

6.4 Right to Stop Work and Interest.

6.4.1 If Owner fails to pay timely Design-Builder any amount that becomes due, Design-Builder, in addition to all other remedies provided in the Contract Documents, may stop Work pursuant to Section 11.3 hereof. All payments due and unpaid shall bear interest at the rate set forth in the Agreement.

6.5 Design-Builder's Payment Obligations.

6.5.1 Design-Builder will pay Design Consultants and Subcontractors, in accordance with its contractual obligations to such parties, all the amounts Design-Builder has received from Owner on account of their work. Design-Builder will impose similar requirements on Design Consultants and Subcontractors to pay those parties with whom they have contracted. Design-Builder will indemnify and defend Owner against any claims for payment and mechanic's liens as set forth in Section 7.3 hereof.

6.6 Substantial Completion.

6.6.1 Design-Builder shall notify Owner when it believes the Work, or to the extent permitted in the Contract Documents, a portion of the Work, is Substantially Complete. Within five (5) days of Owner's receipt of Design-Builder's notice, Owner and Design-Builder will jointly inspect such Work to verify that it is Substantially Complete in accordance with the requirements of the Contract Documents. If such Work is Substantially Complete, Owner shall prepare and issue a Certificate of Substantial Completion that will set forth (i) the date of Substantial Completion of the Work or portion thereof, (ii) the remaining items of Work that have to be completed before final payment, (iii) provisions (to the extent not already provided in the Contract Documents) establishing Owner's and Design-Builder's responsibility for the Project's security, maintenance, utilities and insurance pending final payment, and (iv) an acknowledgment that warranties commence to run on the date of Substantial Completion, except as may otherwise be noted in the Certificate of Substantial Completion.

6.6.2 Upon Substantial Completion of the entire Work or, if applicable, any portion of the Work, Owner shall release to Design-Builder all retained amounts relating, as applicable, to the entire Work or completed portion of the Work, less an amount equal to the reasonable value of all remaining or incomplete items of Work as noted in the Certificate of Substantial Completion.

6.6.3 Owner, at its option, may use a portion of the Work which has been determined to be Substantially Complete, provided, however, that (i) a Certificate of Substantial Completion has been issued for the portion of Work addressing the items set forth in Section 6.6.1 above, (ii) Design-Builder and Owner have obtained the consent of their sureties and insurers, and to the extent applicable, the appropriate government authorities having jurisdiction over the Project, and (iii) Owner and Design-Builder agree that Owner's use or occupancy will not interfere with Design-Builder's completion of the remaining Work.

6.7 Final Payment.

6.7.1 After receipt of a Final Application for Payment from Design-Builder, Owner shall make final payment by the time required in the Agreement, provided that Design-Builder has achieved Final Completion.

6.7.2 At the time of submission of its Final Application for Payment, Design-Builder shall provide the following information:

6.7.2.1 An affidavit that there are no claims, obligations or liens outstanding or unsatisfied for labor, services, material, equipment, taxes or other items performed, furnished or incurred for or in connection with the Work which will in any way affect Owner's interests;

6.7.2.2 A general release executed by Design-Builder waiving, upon receipt of final payment by Design-Builder, all claims, except those claims previously made in writing to Owner and remaining unsettled at the time of final payment;

6.7.2.3 Consent of Design-Builder's surety, if any, to final payment;

6.7.2.4 All operating manuals, warranties and other deliverables required by the Contract Documents; and

6.7.2.5 Certificates of insurance confirming that required coverages will remain in effect consistent with the requirements of the Contract Documents.

6.7.3 Upon making final payment, Owner waives all claims against Design-Builder except claims relating to (i) Design-Builder's failure to satisfy its payment obligations, if such failure affects Owner's interests, (ii) Design-Builder's failure to complete the Work consistent with the Contract Documents, including defects appearing after Substantial Completion and (iii) the terms of any special warranties required by the Contract Documents.

6.7.4 Deficiencies in the Work discovered after Substantial Completion, whether or not such deficiencies would have been included on the Punch List if discovered earlier, shall be deemed warranty Work. Such deficiencies shall be corrected by Design-Builder under Sections 2.9 and 2.10 herein, and shall not be a reason to withhold final payment from Design-Builder, provided, however, that Owner shall be entitled to withhold from the Final Payment the reasonable value of completion of such deficient work until such work is completed.

Article 7

Indemnification

7.1 Patent and Copyright Infringement.

7.1.1 Design-Builder shall defend any action or proceeding brought against Owner based on any claim that the Work, or any part thereof, or the operation or use of the Work or any part thereof, constitutes infringement of any United States patent or copyright, now or hereafter issued. Owner shall give prompt written notice to Design-Builder of any such action or proceeding and will reasonably provide authority, information and assistance in the defense of same. Design-Builder shall indemnify and hold harmless Owner from and against all damages and costs, including but not limited to attorneys' fees and expenses awarded against Owner or Design-Builder in any such action or proceeding. Design-Builder agrees to keep Owner informed of all developments in the defense of such actions.

7.1.2 If Owner is enjoined from the operation or use of the Work, or any part thereof, as the

result of any patent or copyright suit, claim, or proceeding, Design-Builder shall at its sole expense take reasonable steps to procure the right to operate or use the Work. If Design-Builder cannot so procure such right within a reasonable time, Design-Builder shall promptly, at Design-Builder's option and at Design-Builder's expense, (i) modify the Work so as to avoid infringement of any such patent or copyright or (ii) replace said Work with Work that does not infringe or violate any such patent or copyright.

7.1.3 Sections 7.1.1 and 7.1.2 above shall not be applicable to any suit, claim or proceeding based on infringement or violation of a patent or copyright (i) relating solely to a particular process or product of a particular manufacturer specified by Owner and not offered or recommended by Design-Builder to Owner or (ii) arising from modifications to the Work by Owner or its agents after acceptance of the Work. If the suit, claim or proceeding is based upon events set forth in the preceding sentence, Owner shall defend, indemnify and hold harmless Design-Builder to the same extent Design-Builder is obligated to defend, indemnify and hold harmless Owner in Section 7.1.1 above.

7.1.4 The obligations set forth in this Section 7.1 shall constitute the sole agreement between the parties relating to liability for infringement or violation of any patent or copyright.

7.2 Tax Claim Indemnification.

7.2.1 If, in accordance with Owner's direction, an exemption for all or part of the Work is claimed for taxes, Owner shall indemnify, defend and hold harmless Design-Builder from and against any liability, penalty, interest, fine, tax assessment, attorneys' fees or other expenses or costs incurred by Design-Builder as a result of any action taken by Design-Builder in accordance with Owner's directive. Owner shall furnish Design-Builder with any applicable tax exemption certificates necessary to obtain such exemption, upon which Design-Builder may rely.

7.3 Payment Claim Indemnification.

7.3.1 Provided that Owner is not in breach of its contractual obligation to make payments to Design-Builder for the Work, Design-Builder shall indemnify, defend and hold harmless Owner from any claims or mechanic's liens brought against Owner or against the Project as a result of the failure of Design-Builder, or those for whose acts it is responsible, to pay for any services, materials, labor, equipment, taxes or other items or obligations furnished or incurred for or in connection with the Work. Within three (3) days of receiving written notice from Owner that such a claim or mechanic's lien has been filed, Design-Builder shall commence to take the steps necessary to discharge said claim or lien, including, if necessary, the furnishing of a mechanic's lien bond. If Design-Builder fails to do so, Owner will have the right to discharge the claim or lien and hold Design-Builder liable for costs and expenses incurred, including attorneys' fees.

7.4 Design-Builder's General Indemnification.

7.4.1 Design-Builder, to the fullest extent permitted by law, shall indemnify, hold harmless and defend Owner, its officers, directors, and employees from and against claims, losses, damages, liabilities, including attorneys' fees and expenses, for bodily injury, sickness or death, and property damage or destruction (other than to the Work itself) to the extent resulting from the negligent acts or omissions of Design-Builder, Design Consultants, Subcontractors, anyone employed directly or indirectly by any of them or anyone for whose acts any of them may be liable.

7.4.2 If an employee of Design-Builder, Design Consultants, Subcontractors, anyone employed directly or indirectly by any of them or anyone for whose acts any of them may be liable has a claim against Owner, its officers, directors, employees, or agents, Design-Builder's indemnity obligation set forth in Section 7.4.1 above shall not be limited by any limitation on the amount of damages, compensation or benefits payable by or for Design-Builder, Design Consultants,

Subcontractors, or other entity under any employee benefit acts, including workers' compensation or disability acts.

7.5 Owner's General Indemnification.

7.5.1 Owner, to the fullest extent permitted by law, shall indemnify, hold harmless and defend Design-Builder and any of Design-Builder's officers, directors, and employees, from and against claims, losses, damages, liabilities, including attorneys' fees and expenses, for bodily injury, sickness or death, and property damage or destruction (other than to the Work itself) to the extent resulting from the negligent acts or omissions of Owner's separate contractors or anyone for whose acts any of them may be liable.

Article 8

Time

8.1 Obligation to Achieve the Contract Times.

8.1.1 Design-Builder agrees that it will commence performance of the Work and achieve the Contract Time(s) in accordance with Article 5 of the Agreement.

8.2 Delays to the Work.

8.2.1 If Design-Builder is delayed in the performance of the Work due to acts, omissions, conditions, events, or circumstances beyond its control and due to no fault of its own or those for whom Design-Builder is responsible, the Contract Time(s) for performance shall be reasonably extended by Change Order. By way of example, events that will entitle Design-Builder to an extension of the Contract Time(s) include acts or omissions of Owner or anyone under Owner's control (including separate contractors), changes in the Work, Differing Site Conditions, Hazardous Conditions, and Force Majeure Events.

8.2.2 In addition to Design-Builder's right to a time extension for those events set forth in Section 8.2.1 above, Design-Builder shall also be entitled to an appropriate adjustment of the Contract Price provided, however, that the Contract Price shall not be adjusted for Force Majeure Events unless otherwise provided in the Agreement.

Article 9

Changes to the Contract Price and Time

9.1 Change Orders.

9.1.1 A Change Order is a written instrument issued after execution of the Agreement signed by Owner and Design-Builder, stating their agreement upon all of the following:

9.1.1.1 The scope of the change in the Work;

9.1.1.2 The amount of the adjustment to the Contract Price; and

9.1.1.3 The extent of the adjustment to the Contract Time(s).

9.1.2 All changes in the Work authorized by applicable Change Order shall be performed under the applicable conditions of the Contract Documents. Owner and Design-Builder shall negotiate in good faith and as expeditiously as possible the appropriate adjustments for such changes.

9.1.3 If Owner requests a proposal for a change in the Work from Design-Builder and subsequently elects not to proceed with the change, a Change Order shall be issued to reimburse Design-Builder for reasonable costs incurred for estimating services, design services and services involved in the preparation of proposed revisions to the Contract Documents.

9.2 Work Change Directives.

9.2.1 A Work Change Directive is a written order prepared and signed by Owner directing a change in the Work prior to agreement on an adjustment in the Contract Price and/or the Contract Time(s).

9.2.2 Owner and Design-Builder shall negotiate in good faith and as expeditiously as possible the appropriate adjustments for the Work Change Directive. Upon reaching an agreement, the parties shall prepare and execute an appropriate Change Order reflecting the terms of the agreement.

9.3 Minor Changes in the Work.

9.3.1 Minor changes in the Work do not involve an adjustment in the Contract Price and/or Contract Time(s) and do not materially and adversely affect the Work, including the design, quality, performance and workmanship required by the Contract Documents. Design-Builder may make minor changes in the Work consistent with the intent of the Contract Documents, provided, however, that Design-Builder shall promptly inform Owner, in writing, of any such changes and record such changes on the documents maintained by Design-Builder.

9.4 Contract Price Adjustments.

9.4.1 The increase or decrease in Contract Price resulting from a change in the Work shall be determined by one or more of the following methods:

9.4.1.1 Unit prices set forth in the Agreement or as subsequently agreed to between the parties;

9.4.1.2 A mutually accepted lump sum, properly itemized and supported by sufficient substantiating data to permit evaluation by Owner;

9.4.1.3 Costs, fees and any other markups set forth in the Agreement; or

9.4.1.4 If an increase or decrease cannot be agreed to as set forth in items 9.4.1.1 through 9.4.1.3 above and Owner issues a Work Change Directive, the cost of the change of the Work shall be determined by the reasonable expense and savings in the performance of the Work resulting from the change, including a reasonable overhead and profit, as may be set forth in the Agreement.

9.4.2 If unit prices are set forth in the Contract Documents or are subsequently agreed to by the parties, but application of such unit prices will cause substantial inequity to Owner or Design-Builder because of differences in the character or quantity of such unit items as originally contemplated, such unit prices shall be equitably adjusted.

9.4.3 If Owner and Design-Builder disagree upon whether Design-Builder is entitled to be paid for any services required by Owner, or if there are any other disagreements over the scope of Work or proposed changes to the Work, Owner and Design-Builder shall resolve the

disagreement pursuant to Article 10 hereof. As part of the negotiation process, Design-Builder shall furnish Owner with a good faith estimate of the costs to perform the disputed services in accordance with Owner's interpretations. If the parties are unable to agree and Owner expects Design-Builder to perform the services in accordance with Owner's interpretations, Design-Builder shall proceed to perform the disputed services, conditioned upon Owner issuing a written order to Design-Builder (i) directing Design-Builder to proceed and (ii) specifying Owner's interpretation of the services that are to be performed. If this occurs, Design-Builder shall be entitled to submit in its Applications for Payment an amount equal to fifty percent (50%) of its reasonable estimated direct cost to perform the services, and Owner agrees to pay such amounts, with the express understanding that (i) such payment by Owner does not prejudice Owner's right to argue that it has no responsibility to pay for such services and (ii) receipt of such payment by Design-Builder does not prejudice Design-Builder's right to seek full payment of the disputed services if Owner's order is deemed to be a change to the Work.

9.5 Emergencies.

9.5.1 In any emergency affecting the safety of persons and/or property, Design-Builder shall act, at its discretion, to prevent threatened damage, injury or loss. Any change in the Contract Price and/or Contract Time(s) on account of emergency work shall be determined as provided in this Article 9.

Article 10

Contract Adjustments and Disputes

10.1 Requests for Contract Adjustments and Relief.

10.1.1 If either Design-Builder or Owner believes that it is entitled to relief against the other for any event arising out of or related to the Work or Project, such party shall provide written notice to the other party of the basis for its claim for relief. Such notice shall, if possible, be made prior to incurring any cost or expense and in accordance with any specific notice requirements contained in applicable sections of these General Conditions of Contract. In the absence of any specific notice requirement, written notice shall be given within a reasonable time, not to exceed twenty-one (21) days, after the occurrence giving rise to the claim for relief or after the claiming party reasonably should have recognized the event or condition giving rise to the request, whichever is later. Such notice shall include sufficient information to advise the other party of the circumstances giving rise to the claim for relief, the specific contractual adjustment or relief requested and the basis of such request.

10.2 Dispute Avoidance and Resolution.

10.2.1 The parties are fully committed to working with each other throughout the Project and agree to communicate regularly with each other at all times so as to avoid or minimize disputes or disagreements. If disputes or disagreements do arise, Design-Builder and Owner each commit to resolving such disputes or disagreements in an amicable, professional and expeditious manner so as to avoid unnecessary losses, delays and disruptions to the Work.

10.2.2 Design-Builder and Owner will first attempt to resolve disputes or disagreements at the field level through discussions between Design-Builder's Representative and Owner's Representative which shall conclude within fourteen (14) days of the written notice provided for in Section 10.1.1 unless the Owner and Design-Builder mutually agree otherwise.

10.2.3 If a dispute or disagreement cannot be resolved through Design-Builder's Representative and Owner's Representative, Design-Builder's Senior Representative and Owner's Senior

Representative, upon the request of either party, shall meet as soon as conveniently possible, but in no case later than thirty (30) days after such a request is made, to attempt to resolve such dispute or disagreement. Five (5) days prior to any meetings between the Senior Representatives, the parties will exchange relevant information that will assist the parties in resolving their dispute or disagreement.

10.2.4 If after meeting the Senior Representatives determine that the dispute or disagreement cannot be resolved on terms satisfactory to both parties, the parties shall submit within thirty (30) days of the conclusion of the meeting of Senior Representatives the dispute or disagreement to non-binding mediation. The mediation shall be conducted by a mutually agreeable impartial mediator, or if the parties cannot so agree, a mediator designated by the American Arbitration Association ("AAA") pursuant to its Construction Industry Mediation Rules. The mediation will be governed by and conducted pursuant to a mediation agreement negotiated by the parties or, if the parties cannot so agree, by procedures established by the mediator. Unless otherwise mutually agreed by the Owner and Design-Builder and consistent with the mediator's schedule, the mediation shall commence within ninety (90) days of the submission of the dispute to mediation.

10.3 Arbitration.

10.3.1 Any claims, disputes or controversies between the parties arising out of or relating to the Agreement, or the breach thereof, which have not been resolved in accordance with the procedures set forth in Section 10.2 above, shall be decided by arbitration in accordance with the Construction Industry Arbitration Rules of the AAA then in effect, unless the parties mutually agree otherwise.

10.3.2 The award of the arbitrator(s) shall be final and binding upon the parties without the right of appeal to the courts. Judgment may be entered upon it in accordance with applicable law by any court having jurisdiction thereof.

10.3.3 Design-Builder and Owner expressly agree that any arbitration pursuant to this Section 10.3 may be joined or consolidated with any arbitration involving any other person or entity (i) necessary to resolve the claim, dispute or controversy, or (ii) substantially involved in or affected by such claim, dispute or controversy. Both Design-Builder and Owner will include appropriate provisions in all contracts they execute with other parties in connection with the Project to require such joinder or consolidation.

10.3.4 The prevailing party in any arbitration, or any other final, binding dispute proceeding upon which the parties may agree, shall be entitled to recover from the other party reasonable attorneys' fees and expenses incurred by the prevailing party.

10.4 Duty to Continue Performance.

10.4.1 Unless provided to the contrary in the Contract Documents, Design-Builder shall continue to perform the Work and Owner shall continue to satisfy its payment obligations to Design-Builder, pending the final resolution of any dispute or disagreement between Design-Builder and Owner.

10.5 CONSEQUENTIAL DAMAGES.

10.5.1 NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY (EXCEPT AS SET FORTH IN SECTION 10.5.2 BELOW), NEITHER DESIGN-BUILDER NOR OWNER SHALL BE LIABLE TO THE OTHER FOR ANY CONSEQUENTIAL LOSSES OR DAMAGES, WHETHER ARISING IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO LOSSES OF USE, PROFITS, BUSINESS, REPUTATION OR FINANCING.

10.5.2 The consequential damages limitation set forth in Section 10.5.1 above is not intended to affect the payment of liquidated damages or lost early completion bonus, if any, set forth in Article 5 of the Agreement, which both parties recognize has been established, in part, to reimburse Owner or reward Design-Builder for some damages that might otherwise be deemed to be consequential.

Article 11

Stop Work and Termination for Cause

11.1 Owner's Right to Stop Work.

11.1.1 Owner may, without cause and for its convenience, order Design-Builder in writing to stop and suspend the Work. Such suspension shall not exceed sixty (60) consecutive days or aggregate more than ninety (90) days during the duration of the Project.

11.1.2 Design-Builder is entitled to seek an adjustment of the Contract Price and/or Contract Time(s) if its cost or time to perform the Work has been adversely impacted by any suspension of stoppage of the Work by Owner.

11.2 Owner's Right to Perform and Terminate for Cause.

11.2.1 If Design-Builder persistently fails to (i) provide a sufficient number of skilled workers, (ii) supply the materials required by the Contract Documents, (iii) comply with applicable Legal Requirements, (iv) timely pay, without cause, Design Consultants or Subcontractors, (v) prosecute the Work with promptness and diligence to ensure that the Work is completed by the Contract Time(s), as such times may be adjusted, or (vi) perform material obligations under the Contract Documents, then Owner, in addition to any other rights and remedies provided in the Contract Documents or by law, shall have the rights set forth in Sections 11.2.2 and 11.2.3 below.

11.2.2 Upon the occurrence of an event set forth in Section 11.2.1 above, Owner may provide written notice to Design-Builder that it intends to terminate the Agreement unless the problem cited is cured, or commenced to be cured, within seven (7) days of Design-Builder's receipt of such notice. If Design-Builder fails to cure, or reasonably commence to cure, such problem, then Owner may give a second written notice to Design-Builder of its intent to terminate within an additional seven (7) day period. If Design-Builder, within such second seven (7) day period, fails to cure, or reasonably commence to cure, such problem, then Owner may declare the Agreement terminated for default by providing written notice to Design-Builder of such declaration.

11.2.3 Upon declaring the Agreement terminated pursuant to Section 11.2.2 above, Owner may enter upon the premises and take possession, for the purpose of completing the Work, of all materials, equipment, scaffolds, tools, appliances and other items thereon, which have been purchased or provided for the performance of the Work, all of which Design-Builder hereby transfers, assigns and sets over to Owner for such purpose, and to employ any person or persons to complete the Work and provide all of the required labor, services, materials, equipment and other items. In the event of such termination, Design-Builder shall not be entitled to receive any further payments under the Contract Documents until the Work shall be finally completed in accordance with the Contract Documents. At such time, if the unpaid balance of the Contract Price exceeds the cost and expense incurred by Owner in completing the Work, such excess shall be paid by Owner to Design-Builder. Notwithstanding the preceding sentence, if the Agreement establishes a Guaranteed Maximum Price, Design-Builder will only be entitled to be paid for Work performed prior to its default. If Owner's cost and expense of completing the Work exceeds the unpaid balance of the Contract Price, then Design-Builder shall be obligated to pay the difference to Owner. Such costs and expense shall include not only the cost of completing the Work, but also losses, damages, costs and expense, including attorneys' fees and expenses, incurred by Owner in connection with the procurement and defense of claims arising from

Design-Builder's default, subject to the waiver of consequential damages set forth in Section 10.5 hereof.

11.2.4 If Owner improperly terminates the Agreement for cause, the termination for cause will be converted to a termination for convenience in accordance with the provisions of Article 8 of the Agreement.

11.3 Design-BUILDER's Right to Stop Work.

11.3.1 Design-BUILDER may, in addition to any other rights afforded under the Contract Documents or at law, stop the Work for the following reasons:

11.3.1.1 Owner's failure to provide financial assurances as required under Section 3.3 hereof; or

11.3.1.2 Owner's failure to pay amounts properly due under Design-BUILDER's Application for Payment.

11.3.2 Should any of the events set forth in Section 11.3.1 above occur, Design-BUILDER has the right to provide Owner with written notice that Design-BUILDER will stop the Work unless said event is cured within seven (7) days from Owner's receipt of Design-BUILDER's notice. If Owner does not cure the problem within such seven (7) day period, Design-BUILDER may stop the Work. In such case, Design-BUILDER shall be entitled to make a claim for adjustment to the Contract Price and Contract Time(s) to the extent it has been adversely impacted by such stoppage.

11.4 Design-BUILDER's Right to Terminate for Cause.

11.4.1 Design-BUILDER, in addition to any other rights and remedies provided in the Contract Documents or by law, may terminate the Agreement for cause for the following reasons:

11.4.1.1 The Work has been stopped for sixty (60) consecutive days, or more than ninety (90) days during the duration of the Project, because of court order, any government authority having jurisdiction over the Work, or orders by Owner under Section 11.1.1 hereof, provided that such stoppages are not due to the acts or omissions of Design-BUILDER or anyone for whose acts Design-BUILDER may be responsible.

11.4.1.2 Owner's failure to provide Design-BUILDER with any information, permits or approvals that are Owner's responsibility under the Contract Documents which result in the Work being stopped for sixty (60) consecutive days, or more than ninety (90) days during the duration of the Project, even though Owner has not ordered Design-BUILDER in writing to stop and suspend the Work pursuant to Section 11.1.1 hereof.

11.4.1.3 Owner's failure to cure the problems set forth in Section 11.3.1 above after Design-BUILDER has stopped the Work.

11.4.2 Upon the occurrence of an event set forth in Section 11.4.1 above, Design-BUILDER may provide written notice to Owner that it intends to terminate the Agreement unless the problem cited is cured, or commenced to be cured, within seven (7) days of Owner's receipt of such notice. If Owner fails to cure, or reasonably commence to cure, such problem, then Design-BUILDER may give a second written notice to Owner of its intent to terminate within an additional seven (7) day period. If Owner, within such second seven (7) day period, fails to cure, or reasonably commence to cure, such problem, then Design-BUILDER may declare the Agreement terminated for default by providing written notice to Owner of such declaration. In such case, Design-BUILDER shall be entitled to recover in the same manner as if Owner had terminated the Agreement for its convenience under Article 8 of the Agreement.

11.5 Bankruptcy of Owner or Design-Builder.

11.5.1 If either Owner or Design-Builder institutes or has instituted against it a case under the United States Bankruptcy Code (such party being referred to as the "Bankrupt Party"), such event may impair or frustrate the Bankrupt Party's ability to perform its obligations under the Contract Documents. Accordingly, should such event occur:

11.5.1.1 The Bankrupt Party, its trustee or other successor, shall furnish, upon request of the non-Bankrupt Party, adequate assurance of the ability of the Bankrupt Party to perform all future material obligations under the Contract Documents, which assurances shall be provided within ten (10) days after receiving notice of the request; and

11.5.1.2 The Bankrupt Party shall file an appropriate action within the bankruptcy court to seek assumption or rejection of the Agreement within sixty (60) days of the institution of the bankruptcy filing and shall diligently prosecute such action.

If the Bankrupt Party fails to comply with its foregoing obligations, the non-Bankrupt Party shall be entitled to request the bankruptcy court to reject the Agreement, declare the Agreement terminated and pursue any other recourse available to the non-Bankrupt Party under this Article 11.

11.5.2 The rights and remedies under Section 11.5.1 above shall not be deemed to limit the ability of the non-Bankrupt Party to seek any other rights and remedies provided by the Contract Documents or by law, including its ability to seek relief from any automatic stays under the United States Bankruptcy Code or the right of Design-Builder to stop Work under any applicable provision of these General Conditions of Contract.

Article 12

Electronic Data

12.1 Electronic Data.

12.1.1 The parties recognize that Contract Documents, including drawings, specifications and three-dimensional modeling (such as Building Information Models) and other Work Product may be transmitted among Owner, Design-Builder and others in electronic media as an alternative to paper hard copies (collectively "Electronic Data").

12.2 Transmission of Electronic Data.

12.2.1 Owner and Design-Builder shall agree upon the software and the format for the transmission of Electronic Data. Each party shall be responsible for securing the legal rights to access the agreed-upon format, including, if necessary, obtaining appropriately licensed copies of the applicable software or electronic program to display, interpret and/or generate the Electronic Data.

12.2.2 Neither party makes any representations or warranties to the other with respect to the functionality of the software or computer program associated with the electronic transmission of Work Product. Unless specifically set forth in the Agreement, ownership of the Electronic Data does not include ownership of the software or computer program with which it is associated, transmitted, generated or interpreted.

12.2.3 By transmitting Work Product in electronic form, the transmitting party does not transfer or assign its rights in the Work Product. The rights in the Electronic Data shall be as set forth in Article 4 of the Agreement. Under no circumstances shall the transfer of ownership of Electronic

Data be deemed to be a sale by the transmitting party of tangible goods.

12.3 Electronic Data Protocol.

12.3.1 The parties acknowledge that Electronic Data may be altered or corrupted, intentionally or otherwise, due to occurrences beyond their reasonable control or knowledge, including but not limited to compatibility issues with user software, manipulation by the recipient, errors in transcription or transmission, machine error, environmental factors, and operator error. Consequently, the parties understand that there is some level of increased risk in the use of Electronic Data for the communication of design and construction information and, in consideration of this, agree, and shall require their independent contractors, Subcontractors and Design Consultants to agree, to the following protocols, terms and conditions set forth in this Section 12.3.

12.3.2 Electronic Data will be transmitted in the format agreed upon in Section 12.2.1 above, including file conventions and document properties, unless prior arrangements are made in advance in writing.

12.3.3 The Electronic Data represents the information at a particular point in time and is subject to change. Therefore, the parties shall agree upon protocols for notification by the author to the recipient of any changes which may thereafter be made to the Electronic Data, which protocol shall also address the duty, if any, to update such information, data or other information contained in the electronic media if such information changes prior to Final Completion of the Project.

12.3.4 The transmitting party specifically disclaims all warranties, expressed or implied, including, but not limited to, implied warranties of merchantability and fitness for a particular purpose, with respect to the media transmitting the Electronic Data. However, transmission of the Electronic Data via electronic means shall not invalidate or negate any duties pursuant to the applicable standard of care with respect to the creation of the Electronic Data, unless such data is materially changed or altered after it is transmitted to the receiving party, and the transmitting party did not participate in such change or alteration.

Article 13

Miscellaneous

13.1 Confidential Information.

13.1.1 Confidential Information is defined as information which is determined by the transmitting party to be of a confidential or proprietary nature and: (i) the transmitting party identifies as either confidential or proprietary; (ii) the transmitting party takes steps to maintain the confidential or proprietary nature of the information; and (iii) the document is not otherwise available in or considered to be in the public domain. The receiving party agrees to maintain the confidentiality of the Confidential Information and agrees to use the Confidential Information solely in connection with the Project.

13.2 Assignment.

13.2.1 Neither Design-Builder nor Owner shall, without the written consent of the other assign, transfer or sublet any portion or part of the Work or the obligations required by the Contract Documents.

13.3 Successorship.

13.3.1 Design-Builder and Owner intend that the provisions of the Contract Documents are binding upon the parties, their employees, agents, heirs, successors and assigns.

13.4 Governing Law.

13.4.1 The Agreement and all Contract Documents shall be governed by the laws of the place of the Project, without giving effect to its conflict of law principles.

13.5 Severability.

13.5.1 If any provision or any part of a provision of the Contract Documents shall be finally determined to be superseded, invalid, illegal, or otherwise unenforceable pursuant to any applicable Legal Requirements, such determination shall not impair or otherwise affect the validity, legality, or enforceability of the remaining provision or parts of the provision of the Contract Documents, which shall remain in full force and effect as if the unenforceable provision or part were deleted.

13.6 No Waiver.

13.6.1 The failure of either Design-Builder or Owner to insist, in any one or more instances, on the performance of any of the obligations required by the other under the Contract Documents shall not be construed as a waiver or relinquishment of such obligation or right with respect to future performance.

13.7 Headings.

13.7.1 The headings used in these General Conditions of Contract, or any other Contract Document, are for ease of reference only and shall not in any way be construed to limit or alter the meaning of any provision.

13.8 Notice.

13.8.1 Whenever the Contract Documents require that notice be provided to the other party, notice will be deemed to have been validly given (i) if delivered in person to the individual intended to receive such notice, (ii) four (4) days after being sent by registered or certified mail, postage prepaid to the address indicated in the Agreement, or (iii) if transmitted by facsimile, by the time stated in a machine generated confirmation that notice was received at the facsimile number of the intended recipient.

13.9 Amendments.

13.9.1 The Contract Documents may not be changed, altered, or amended in any way except in writing signed by a duly authorized representative of each party.

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SUPPLEMENTAL GENERAL CONDITIONS AND PUBLIC WORKS REQUIREMENTS

CONTRACT

between

THE CITY OF NAPA

and

[DESIGN-BUILDER]

for

DESIGN AND CONSTRUCTION OF HILLCREST AND SILVERADO HIGHLANDS PUMP STATIONS REPLACEMENT PROJECT

These Supplemental General Conditions revise and supplement the DBIA Standard Form of General Conditions of Contract (Form 535) included with the DBIA Standard Form of Agreement (Form 525) between the City of Napa and [Design-Builder].

ARTICLE 1—General

1.2—Basic Definitions

The following definitions are hereby deleted and replaced in their entirety as follows:

1.2.1 *Agreement* refers to the DBIA Standard Form of Agreement Between Owner and Design-Builder – Lump Sum, as amended for this Project.

1.2.2 *Basis of Design Documents are as follows:* The Preliminary Design Documents and related materials set forth in Exhibit B.

1.2.7 *Final Completion* is the date on all Work is complete in accordance with the Contract Documents, including but not limited to, any items identified in the punch list prepared under Section 6.6.1 and the submission of all documents set forth in Section 6.7.2.

The following definitions are hereby added as follows:

1.2.18 *Owner* is the City of Napa.

1.2.19 *City* is the City of Napa.

1.2.20 *Engineer* is the Director of Public Works of the City of Napa, California acting either directly or through properly authorized agents, such agents acting within the scope of the particular duties entrusted to them.

1.2.21 *Owner's Representative* is the Engineer.

1.2.22 *Design-Builder* is [_____].

1.2.23 *Contractor* is Design-Builder.

1.2.24 *Contract Time* refers to the time period established in the Project Schedule in Exhibit A to the Agreement to complete all design, construction and installation activities.

The following definitions are hereby deleted in their entirety and the subsequent definitions are renumbered:

1.2.10 *GMP Exhibit* means that exhibit attached to DBIA Document No. 530, *Standard Form of Agreement Between Owner and Design-Builder - Cost Plus Fee With an Option for a Guaranteed Maximum Price*, which exhibit will have been agreed upon by Owner and Design-Builder prior to the execution of the Agreement.

1.2.11 *GMP Proposal* means that proposal developed by Design-Builder in accordance with Section 6.6 of DBIA Document No. 530, *Standard Form of Agreement Between Owner and Design-Builder - Cost Plus Fee With an Option for a Guaranteed Maximum Price*.

ARTICLE 2—Design-Builder's Services and Responsibilities

2.1—General Services

General Condition 2.1.3 is hereby deleted and replaced in its entirety as follows:

2.1.3 Within ten (10) days of the Notice to Proceed, Design-Builder shall prepare and submit a schedule for the execution of the Work for Owner's review and response. The schedule shall indicate the dates for the start and completion of the various stages of work. The schedule shall substantially conform to the construction deadlines set out in the Request for Proposals and the project schedule included in Design-Builder's proposal. The schedule shall be revised as required by conditions and progress of the Work, but such revisions shall not relieve Design-Builder of its obligations to complete the Work within the Contract Time(s), as such dates may be adjusted in accordance with the Contract Documents. Owner's review of, and response to, the schedule shall not be construed as relieving Design-Builder of its complete and exclusive control over the means, methods, sequences and techniques for executing the Work.

2.5—Legal Requirements

General Condition 2.5.1 is hereby deleted and replaced in its entirety as follows:

2.5.1 Design-Builder shall perform the Work in accordance with all Legal Requirements including all Public Works Contract Requirements set forth in Article 19 of these Supplemental General Conditions.

General Condition 2.5.2 is hereby deleted in its entirety.

2.6—Governmental Approvals and Permits

General Condition 2.6.1 is hereby deleted and replaced in its entirety as follows:

2.6.1 Design-Builder will assist the Owner by completing and submitting applications for all necessary permits, approvals, and licenses required for the prosecution of the work by any government or quasi-government entity having jurisdiction over the Project. All such permits, approvals, and licenses will be in the Owners' name.

General Condition 2.7.3 is hereby deleted and replaced in its entirety as follows:

2.7.3 Design-Builder shall employ only Subcontractors who are duly licensed and

qualified to perform the Work consistent with the Contract Documents. Design-Builder shall not subcontract any work to be performed by it under this Agreement without the prior written approval of the Owner.

2.11—Equipment and Performance Warranty

The following text is hereby added as a new Section **2.11 Equipment and Performance Warranty**:

2.11.1 Equipment Warranty. Design-Builder shall provide an Equipment Warranty over all equipment provided by the Design-Builder. The Equipment Warranty will run for a period of one year, commencing at substantial completion. The details of the Equipment Warranty are set forth in further detail in Exhibit E to the Agreement.

2.11.2 Performance Warranty. The Design-Builder hereby guarantees that all work performed and materials provided under the contract will meet fully with the requirements of the contract documents.

The Design-Builder guarantees all materials and workmanship against defects for a period of one year, unless noted otherwise, from the date of final acceptance of all work performed under the contract. "Final acceptance" as used herein shall be the filing of a "Notice of Completion" with the County Recorder by the City Engineer.

The Design-Builder assumes responsibility for a similar one-year guarantee, unless noted otherwise, for all work and materials provided or performed by subcontractors, manufacturers, or suppliers.

The Contractor hereby agrees that if, within a period of one year, unless noted otherwise, after final acceptance of the work performed under the contract, any portion of the work installed, constructed, or performed by him fails to fulfill any of the requirements of the contract, he will, without delay and with the least practicable inconvenience and without further cost to the Owner, repair or replace defective or otherwise unsatisfactory work or materials.

Should the Design-Builder fail to act promptly in accordance with this requirement, or should the exigencies of the case require repairs or replacements to be made before the Design-Builder can be notified or can respond to notification, the Owner may at its option make the necessary repairs or replacements, or perform the necessary work, and the Design-Builder shall pay to the Owner the actual cost of such repairs plus fifteen percent (15%).

The Design-Builder shall be responsible for the full expense incidental to making good any and all of the above guarantees and agreements. The above guarantees and agreements are covenants, the performance of which shall be binding upon the Design-Builder and his sureties.

The final acceptance of the work shall be contingent upon a Design-Builder's guaranty which may be either an extension of the original Faithful Performance Bond or a separate Maintenance Bond in the amount of fifteen percent (15%) of the final contract

price in favor of the Owner. Should the Design-Builder not file said bond as required herein, Owner may retain the remaining fifteen percent (15%) of the final contract price as a cash bond for said One (1) Year period.

ARTICLE 3—Owner's Services and Responsibilities

3.2—Furnishing of Services and Information

General Condition 3.2.1 is hereby deleted in its entirety.

3.3—Financial Information

General Condition 3.3 is hereby deleted in its entirety.

3.5—Governmental Approvals and Permits

General Condition 3.5 is deleted and replaced in its entirety as follows:

3.5.1 Design-Builder shall obtain and pay for all necessary permits, approvals, licenses, government charges, and inspection fees required for the prosecution of the work by any government or quasi-government entity having jurisdiction over the Project. All such permits, approvals, and licenses will be in the Owners' name.

ARTICLE 4—Hazardous Conditions and Differing Site Conditions

4.1—Hazardous Conditions

General Condition 4.1.1 is hereby deleted and replaced in its entirety as follows:

4.1.1 Design-Builder shall inform Owner of all Hazardous Conditions encountered immediately to coordinate removal and remediation. Design-Builder will be solely responsible for any Hazardous Conditions that Design-Builder creates or introduces to the Project Site. In addition, Design-Builder will be solely responsible for the removal or remediation of any Hazardous Conditions encountered on the Project site, which removal or remediation is required to complete the Work.

4.2—Differing Site Conditions

General Condition 4.2.1 is hereby deleted and replaced in its entirety as follows:

4.2.1 Concealed or latent physical conditions or subsurface conditions at the Site that (i) materially differ from the conditions indicated in the Agreement or any geotechnical report the Design-Builder has reviewed or (ii) are of an unusual nature, differing materially from the conditions ordinarily encountered and generally recognized as inherent in the Work are collectively referred to herein as "Differing Site Conditions." If

Design-Builder encounters a Differing Site Condition which jeopardizes the completion of the Work, Design-Builder and Owner shall meet to reach a mutually acceptable resolution. For all other Differing Site Conditions, Design-Builder accepts responsibility for all costs and efforts to resolve.

General Condition 4.2.2 is hereby deleted in its entirety.

ARTICLE 5—Insurance and Bonds

Articles 5.1, 5.2 and 5.3 are hereby deleted in their entirety. Insurance requirements are addressed in Exhibit C of the Agreement.

5.4—Bonds and Other Performance Security

General Condition 5.4.1 is hereby deleted in its entirety. Bonding requirements are addressed in Article 19.5 of these Supplemental General Conditions, and in Exhibit D.

ARTICLE 6—Payment

Article 6.5.1 is hereby deleted and replaced in its entirety as follows:

Design-Builder will comply with all statutory prompt payment requirements set forth in Article 19.4 of these Supplemental General Conditions. In addition, Design-Builder will impose similar prompt payment requirements on all Design Consultants and Subcontractors to pay those parties with whom they have contracted. Design-Builder will indemnify and defend Owner against any claims from Design Consultants and Subcontractors regarding non-payment, and stop payment notices.

Article 6.6.2 is hereby deleted in its entirety. Retainage requirements are addressed in Article 7.2 (Retainage on Progress Payments) of the Agreement.

ARTICLE 7—Indemnification

Articles 7.1, 7.2, 7.3, 7.4 and 7.5 are hereby deleted in their entirety and replaced as follows:

Owner and each of its officers, employees, consultants and agents including, but not limited to, the Public Works Director, shall not be liable or accountable in any manner for loss or damage that may happen to any part of the Work; loss or damage to materials or other things used or employed in performing the Work; injury, sickness, disease, emotional injury, or death of any person; or damage to property resulting from any cause whatsoever except their sole negligence, willful misconduct or active negligence, attributable to performance or character of the Work, and Design-Builder releases all of the foregoing persons and entities from any and all such claims.

To the furthest extent permitted by law (including without limitation California Civil Code Section 2782), Design-Builder shall assume defense of, release, and indemnify and hold harmless, Owner and each of its officers, employees, consultants and agents including, but not

limited to, the Public Works Director (excluding agents who are design professionals), from claims, suits, actions, losses and liability of every kind, nature and description, including but not limited to claims, etc., and fines of regulatory agencies or relating to claims, etc., for copyright and/or infringement patent, and attorney's fees and consultant's fees, directly or indirectly, from any cause whatsoever, directly or indirectly, arising out of, connected with, or resulting from performance of the Work, failure to perform the Work, or condition of the Work which is caused in whole or in part by any act or omission of Design-Builder, Subcontractors, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether it is caused in part by the negligence of Owner or by any person or entity required to be indemnified hereunder, or resulting from allegations of:

- (a) The breach or alleged breach of, or failure or alleged failure to perform, the Work by the Design-Builder or any subcontractor;
- (b) Design-Builder's failure or alleged failure to comply with any applicable law;
- (c) Design-Builder's negligent use of Owner's property or any negligent activities or Work performed hereunder by Design-Builder;
- (d) The negligent act, omission, misconduct, or fault, or the alleged negligent act, omission, misconduct or fault of Design-Builder or any subcontractor;
- (e) Any and all stop payment notices filed in connection with the Work, including all expenses and attorneys' fees incurred by Owner in discharging any stop payment notice.
- (f) Any failure to comply with the requirements of General Condition 4.1 Hazardous Conditions.

With respect to third-party claims against Design-Builder, Design-Builder waives any and all rights to any type of express or implied indemnity against Owner and each of its officers, employees, consultants, and agents including, but not limited to Owner, the Public Works Director .

Approval or purchase of any insurance contracts or policies shall in no way relieve from liability nor limit the liability of Design-Builder, its Subcontractors of any tier, or the officers or agents of any of them.

To the furthest extent permitted by law (including, without limitation, Civil Code Section 2782), the indemnities, releases of liability and limitations of liability, claims, procedures, and limitations of remedy expressed throughout Contract Documents shall apply even in the event of breach of contract, negligence (active or passive), fault or strict liability of the party(ies) indemnified, released, or limited in liability, and shall survive the termination, rescission, breach, abandonment, or completion of the Work or the terms of the Contract Documents.

Design-Builder's obligation to defend and indemnify shall not be excused because of Design-Builder's inability to evaluate liability or because Design-Builder evaluates liability and determines that Design-Builder is not liable to the claimant. Design-Builder will respond within 30 days to the tender of any claim for defense and indemnity by the Owner, unless this time has been extended by the Owner. If Design-Builder fails to accept or reject a tender of defense and indemnity within 30 days, in addition to any other remedy authorized by law, so much of the money due Design-Builder under and by virtue of the contract as shall reasonably be considered

necessary by Owner, may be retained by Owner until disposition has been made of the claim or suit for damages or until Design-Builder accepts or rejects the tender of defense, whichever occurs first.

The indemnities in the Contract Documents shall not apply to any indemnified party to the extent of its sole negligence or willful misconduct; nor shall they apply to Owner or other indemnified party to the extent of its active negligence.

ARTICLE 8—Time

8.2—Delays to the Work

General Condition 8.2.2 is hereby deleted in its entirety.

ARTICLE 10—Contract Adjustments and Disputes

General Condition 10.2.4 is deleted and replaced in its entirety as follows:

If after meeting the Senior Representatives determine that the dispute or disagreement cannot be resolved on terms satisfactory to both parties, Owner will issue a letter confirming that conclusion of the Contract Adjustment Procedures, and authorizing the Design-Builder to proceed to file a claim pursuant to Supplemental General Condition 19.10 and Public Contract Code § 9204.

General Condition 10.3 is hereby deleted entirely.

ARTICLE 11—Stop Work and Termination for Cause

General Condition 11.3.1.1 is hereby deleted in its entirety.

ARTICLE 12 – Electronic Data

Articles 12.2 and 12.3 are deleted in their entirety.

ARTICLE 13 – MISCELLANEOUS

Article 13.1 is deleted and replaced in its entirety as follows.

13.1 – Confidential Information.

13.1.1 Confidential Information is defined as information which is determined by the transmitting party to be of a confidential or proprietary nature and: (i) the transmitting party identifies as either confidential or proprietary; (ii) the transmitting party takes steps to maintain the confidential or proprietary nature of the information; and (iii) the document is not otherwise

available in or considered to be in the public domain. Except as required by law, the receiving party agrees to maintain the confidentiality of the Confidential Information and agrees to use the Confidential Information solely in connection with the Project.

If, pursuant to the California Public Records Act (California Government Code Sections 6250 *et seq.*) the Owner receives a request for disclosure of records identified by the Design-Builder as "Confidential Information," the Owner shall take one of the following actions:

1) If the Owner determines there is a legal basis to withhold the records from disclosure, the Owner shall not disclose those records unless compelled by a court order; provided that, upon request by the Owner, the Design-Builder shall defend, indemnify, and hold harmless the Owner regarding any claim or litigation by any third party for the public disclosure of the "Confidential Information" portion of the submission.

2) If the Owner does not identify a legal basis to withhold the records from disclosure, the Owner shall provide written notice of the request for disclosure to the Design-Builder, and the records will be subject to public disclosure unless the Design-Builder obtains a court order to preclude public disclosure.

a. To the extent the Design-Builder chooses to withdraw the records from the application, the Owner shall return the records to the Design-Builder, and those records will not be considered by the Owner to be part of the submission, and those records will not be maintained by the Owner. As a condition of returning the records to the Design-Builder, the Owner may require the Design-Builder to withdraw its submission, and defend, indemnify, and hold the Owner harmless regarding any claim or litigation by any third party.

b. To the extent the Design-Builder chooses to include the records in the submission, the Owner shall consider the records as part of the submission, and the records will be subject to public disclosure unless the Design-Builder obtains a court order to preclude public disclosure.

Article 13 is hereby amended to include the following additional paragraphs:

13.10 Materials and Workmanship.

All materials and equipment incorporated into the Work shall be new, unexpired, of good quality, and of current manufacture unless otherwise specified. All materials shall be of the specified quality and equal to approved samples, if samples were required.

13.11 Duty of Care. All Work shall be performed in a workmanlike manner meeting construction industry standards for a similar project located in California, regardless of any omission from the Agreement.

ARTICLE 14 – RISK OF LOSS

Design-Builder bears all risk of loss or damage to the Work or to any part of the Work and to any materials or equipment ordered or purchased for the Work whether located at the project,

suitably stored off-site or in transit regardless of the cause of loss or damage until Final Completion. However, Design-Builder is not responsible for the cost of repair or restoration of damage to the Work caused by an Act of God as that term is defined in Section 7105 of the Public Contract Code.

ARTICLE 15 – PROTECTION OF PROPERTY

Design-Builder shall take all necessary precautions to provide for the safety and protection of all persons who may come in contact with the Work and for all property within and adjacent to the project site including, but not limited to, adequate precautions to protect existing sidewalks, curbs, pavements, utilities, shrubs, trees, and other adjoining property and structures. Should any facility, structure, or property be damaged by the operations of Design-Builder, Design-Builder shall immediately notify the proper owners or authorities and the Engineer. The precautionary measures shall apply continuously and not be limited to normal work hours.

If damage to persons or property occur as a result of the Work, Design-Builder shall be responsible for proper investigation, documentation, including video or photography, to adequately memorialize and make a record of what transpired. Design-Builder, at its own expense, shall rebuild, repair and restore, to the Engineer's reasonable satisfaction, all damage resulting from its operations as a condition of contract acceptance.

ARTICLE 16 – CONTRACTOR USE OF PREMISES

Design-Builder shall confine operations at the project site to areas permitted by the Agreement and shall not encumber the site with excessive material or equipment. Design-Builder shall not impose load on any structure that will damage or endanger the structure. Design-Builder shall take all actions necessary to prevent annoyance to occupants adjacent to or in the vicinity of the Work and shall not hinder access or operations of Owner personnel or equipment.

Design-Builder shall make its own arrangements for staging and storage area(s). Use of Design-Builder's staging areas shall be at Design-Builder's own risk and Owner shall not be held liable for any damage or loss of materials or equipment located within such areas.

At Design-Builder's option, NRWS will provide an area for Design-Builder's use across Tower Road from the project site. The site will be provided as-is and is not guaranteed to meet Design-Builder's needs. If used by the Design-Builder, the site shall be returned to NRWS in the same or better condition than prior to Design-Builder's use.

ARTICLE 17 – SAFETY OF PERSONS AND PROPERTY

17.1 – Contractor's Responsibility

Design-Builder is solely and completely responsible for conditions of the jobsite, including safety of all persons and property, during performance of the Work. This requirement applies continuously and is not limited to normal work hours. Health and safety provisions shall

conform to applicable Federal, State, County, and local laws, regulations, ordinances, standards, and codes, including the Federal Occupational Safety and Health Act of 1970 (29 U.S.C., Section 651, et seq.) and California Code of Regulations, Title 8, Industrial Relations Division 1, Department of Industrial Relations, Chapter 4. Where any of these are in conflict, the more stringent requirement shall be followed.

17.2 – Public Safety

During the performance of the Work, Design-Builder shall erect and maintain necessary temporary fences, bridges, railings, lights, signals, barriers, or other safeguards as appropriate under the circumstance for the prevention of accidents. In addition, Design-Builder shall take other precautions as necessary for public safety including, but not limited to, traffic control.

17.3 – Engineer's Responsibility

The Engineer's review of Design-Builder's construction performance and submittal documents is not intended to include review of the adequacy of Design-Builder's safety measures in, on, or near the construction site.

The Engineer may suspend operations if it determines that an imminent safety hazard exists.

ARTICLE 18 – DESIGN-BUILDER'S STATUS

Neither Design-Builder nor any party contracting with Design-Builder shall be deemed to be an agent or employee of Owner. Design-Builder is and shall be an independent contractor, and the legal relationship of any person performing services for Design-Builder shall be one solely between said parties.

ARTICLE 19 - PUBLIC WORKS CONTRACT REQUIREMENTS

The following requirements apply to all public works construction work performed under this Agreement.

19.1 Public Works Registration

Design-Builder or its contractor, and all subcontractors, must be registered with the California Department of Industrial Relations pursuant to Labor Code Section 1725.5. This Agreement is subject to monitoring and enforcement by the DIR pursuant to Labor Code Section 1771.4. Design-Builder shall furnish the records specified in Labor Code Section 1776 directly to the Labor Commissioner on a monthly basis, and in a format prescribed by the Labor Commissioner. Design-Builder must also post notices at the work site pursuant to Title 8 California Code of Regulations Section 16451.

19.2 Use of Subcontractors

Design-Builder shall not subcontract any work to be performed by it under this Agreement

without the prior written approval of Owner. Design-Builder shall be solely responsible for reimbursing any subcontractors and Owner shall have no obligation to them.

19.3 Prohibition Against Contracting with Debarred Subcontractors

Design-Builder is prohibited from performing work on a public works project with a subcontractor who is ineligible to perform work on the public works project pursuant to Section 1777.1 or 1777.7 of the Labor Code.

19.4 Prompt Payment to Subcontractors

Design-Builder shall pay any subcontractors approved by Owner for work that has been satisfactorily performed no later than seven (7) days from the date of Design-Builder's receipt of progress payments by Owner. Within thirty (30) days of receipt of retention by Design-Builder and satisfactory completion of all work required of the subcontractor, Design-Builder shall release any retention payments withheld to the subcontractor. In the event Design-Builder does not make progress payments or release retention to the subcontractors in accordance with the time periods in this section, Design-Builder will be subject to a charge of two percent (2%) per month on the untimely or improperly withheld payment. Owner may require Design-Builder to provide documentation satisfactory to Owner of Design-Builder's compliance with this requirement as a condition of final payment and release of contract retentions, if any.

19.5 Payment Bond for Construction Work

Pursuant to Civil Code Section 9550, Design-Builder shall furnish to Owner a Payment Bond in the amount of all equipment and construction costs, to provide Owner with security for Design-Builder's full payment to workers and subcontractors for costs of materials, equipment, supplies, and labor furnished in the course of the performance of the work applicable to this section. A form of payment bond is included in Exhibit D.

19.6 Labor Code Provisions

In the performance of this Contract, Contractor's attention is directed to the following requirements of the Labor Code:

A. Hours of Labor. Eight hours labor constitutes a legal day's work. Contractor shall forfeit, as penalty to Owner, \$25 for each worker employed in the performance of the Agreement by Contractor or by any subcontractor under it for each calendar day during which such worker is required or permitted to work more than eight hours in any one day and 40 hours in any one calendar week in violation of the provisions of the California Labor Code and in particular, Sections 1810 to 1815, inclusive. Work performed by employees of the Contractor in excess of eight hours per day and 40 hours during any one week shall be permitted upon compensation for all hours worked in excess of eight hours per day at not less than one-and-one-half times the basic rate of pay, as provided in Section 1815.

B. Prevailing Wages. Contractor shall comply with California Labor Code Sections

1770 to 1780, inclusive. In accordance with Section 1775, the Contractor shall forfeit as a penalty to Owner an amount as determined by the Labor Commissioner not to exceed \$200 for each calendar day or portion thereof for each worker paid less than stipulated prevailing wage rates for such work or craft in which such worker is employed for any work done under the Agreement by him or by any subcontractor under it in violation of the revisions of the Labor Code and in particular, Labor Code Sections 1770 to 1780, inclusive. In addition to said penalty and pursuant to Section 1775, the difference between such stipulated prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the stipulated prevailing wage rate shall be paid to each worker by Contractor. Pursuant to the provisions of Section 1773 of the Labor Code, Owner has obtained the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work applicable to the work to be done from the Director of the Department of Industrial Relations. Copies of the prevailing wage rates are on file at Owner and are available for review upon request.

C. Payroll Records. The Contractor's attention is directed to the following provisions of Labor Code Section 1776. The Contractor shall be responsible for the compliance with these provisions by his subcontractors.

- (a) Each contractor and subcontractor shall keep an accurate payroll record, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by him or her in connection with the public work.
- (b) The payroll records enumerated under subdivision (a) shall be certified and shall be available for inspection at all reasonable hours at the principal office of the Contractor on the following basis:
 - (i) A certified copy of an employee's payroll record shall be made available for inspection or furnished to such employee or his or her authorized representative on request.
 - (ii) A certified copy of all payroll records enumerated in subdivision (a) shall be made available for inspection or furnished upon request to Owner, the Division of Labor Standards Enforcement and the Division of Apprenticeship Standards of the Department of Industrial Relations.
 - (iii) A certified copy of all payroll records enumerated in subdivision (a) shall be made available upon request to the public for inspection or copies thereof made; provided, however, that a request by the public shall be

made through either Owner, the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement. If the requested payroll records have not been provided pursuant to paragraph (2), the requesting party shall, prior to being provided the records, reimburse the costs of preparation by the Contractor, subcontractor and the entity through which the request was made. The public shall not be given access to such records at the principal office of the Contractor.

- (c) The certified payroll records shall be on forms provided by the Division of Labor Standards Enforcement or shall contain the same information as the forms provided by the Division.
- (d) The Contractor shall file a certified copy of the records enumerated in subdivision (a) with the entity that requested such records within ten (10) days after receipt of a written request.
- (e) Any copy of records made available for inspection as copies and furnished upon request to the public or Owner, the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement shall be marked or obliterated in such a manner as to prevent disclosure of an individual's name, address and social security number. The name and address of the Contractor shall not be marked or obliterated.
- (f) The Contractor shall inform Owner of the location of records enumerated under subdivision (a), including the street address, city and county, and shall, within five working days, provide a notice of a change of location and address.
- (g) In the event of noncompliance with the requirements of this Section, the Contractor shall have ten (10) days in which to comply subsequent to receipt of written notice specifying in what respects such contractor must comply with this Section. Should noncompliance still be evident after such 10-day period, the Contractor shall, as a penalty the State or Owner, forfeit Twenty-five Dollars (\$25) for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Upon the request of the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement, such penalties shall be withheld from progress payments then due. The penalties specified in subdivision (g) of Labor Code Section 1776 for noncompliance with the provisions of said Section 1776 may be deducted from any monies due or which may become due to the Contractor.

- (h) The Contractor and each subcontractor shall preserve their payroll records for a period of three (3) years from the date of completion of the Contract.

D. Labor Non-discrimination. Attention is directed to Section 1735 of the Labor Code which provides that Contractor shall not discriminate against any employee or applicant for employment because of race or color, religion, physical or mental disability, national origin or ancestry, medical condition, marital status or sex of such persons, except as provided in Section 12940 of the Government Code. Contractor further agrees to include a similar provision in all subcontracts, except subcontracts for standard commercial supplies or raw materials.

E. Apprentices. The Contractor and all subcontractors shall comply with the requirements of California Labor Code sections 1777.5, 1777.6 and 1777.7 regarding the employment and of apprentices.

19.7 Securities in Lieu of Retention

Pursuant to Public Contract Code Section 22300, Design-Builder may elect, in lieu of having progress payments retained by Owner, to deposit in escrow with Owner, or with a bank acceptable to Owner, securities eligible for investment under Government Code Section 16430, bank or savings and loan certificates of deposit, interest bearing demand deposit accounts, standby letters of credit, or any other security mutually agreed to by Design-Builder and Owner. If Design-Builder elects to submit securities in lieu of having progress payments retained by Owner, Design-Builder shall, at the request of any subcontractor performing more than 5% of Design-Builder's total bid, make the same option available to the subcontractor.

19.8 Assignment of Claims

In entering into a public works contract or a subcontract to supply goods, services, or materials, Design-Builder or subcontractor offers and agrees to assign to Owner all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the public works contract or the subcontract. This assignment shall be made and become effective at the time Owner tenders final payment to Design-Builder, without further acknowledgement by the parties.

19.9 Third-Party Claims

Pursuant to Public Contracts Code Section 9201, Owner shall have full authority to compromise or otherwise settle any claim relating to the Agreement at any time. Owner shall provide for timely notification to Design-Builder of the receipt of any third-party claim, relating to the contract. Notice shall be in writing and will be provided within thirty (30) days.

19.10 Claims Procedures

Compliance with all change order procedures is a prerequisite to filing a Public Contract Code Claim pursuant to this section. Claims must be submitted no later than (a) 30 days after Contract Adjustment Procedures under General Conditions Article 10 are concluded, or (b) 30 days after the occurrence of the event giving rise to the claim.

In accordance with the procedures set forth in Public Contract Code sections 9204 and 20104-20104.6, a Contractor may submit a claim by registered or certified mail with return receipt requested, for one or more of the following: (a) a time extension, including, without limitation, for relief from damages or penalties for delay assessed by the Owner; (b) payment by the Owner of money or damages arising from work done by, or on behalf of, the Contractor pursuant to this contract and payment for which is not otherwise expressly provided or to which the Contractor is not otherwise entitled; or (c) payment of an amount that is disputed by the Owner.

The Contractor shall furnish reasonable documentation with the claim, including but not limited to: 1) a clear, concise recital of the basis upon which the claim is asserted, including a designation of the provisions of the Contract Documents upon which the claim is based, 2) a statement as to the amount of time and/or compensation sought pursuant to the claim; 3) whether the Contractor's claim arises from an ongoing occurrence, and if so a description of the specific Work activities affected by the claim, 4) a time impact analysis in the event that Contractor requests a time extension, 5) full and complete cost records supporting the amount of any claim for additional compensation, and 6) a notarized certification by the Contractor as follows: "Under the penalty of law for perjury or falsification and with specific reference to the California False Claims Act, Government Code Section 12650 et seq., the undersigned hereby certifies that the information contained herein is a true, accurate and complete statement of all features relating to the claim asserted." Failure by the Contractor to provide sufficient documentation to support the claim will result in denial of the claim. The Owner reserves the right to request additional documentation, or clarification of the documentation provided.

Upon receipt of a claim, the Owner will conduct a reasonable review and provide a written statement to the Contractor identifying what portion of the claim is disputed and what portion is undisputed within 45 days of receipt of the claim. The Owner and Contractor may, by mutual agreement, extend the 45 day time period. For any undisputed portion of a claim, the Owner must make payment within 60 days of its issuance of the written statement.

If the Contractor disputes the Owner's written statement, or if the Owner fails to respond, the Contractor may demand an informal conference to meet and confer for settlement of the issues in dispute. The Owner will then schedule the meet and confer conference within 30 days of the demand. Within 10 business days following the meet and confer conference, the Owner will provide a written statement identifying the portion of the claim that remain in dispute. Any payment due on an undisputed portion of the claim will be made within 60 days of the meet and confer conference.

After the meet and confer conference, any disputed portion of the claim shall be submitted to non-binding mediation. Alternatively, upon receipt of a claim, the parties may mutually agree to waive, in writing, mediation and proceed directly to the commencement of a civil action or

binding arbitration, as applicable. If mediation is unsuccessful, the parts of the claim that remain in dispute shall be subject to applicable procedures set forth below.

Failure of a public entity to respond to a claim within the time periods described above shall result in the claim being deemed rejected in its entirety. Additionally, amounts not paid in a timely manner shall bear interest at 7 percent per year.

In the event that the mediation is unsuccessful, Contractor must file a government claim pursuant to Government Code section 910 et seq. in order to initiate a civil action.

In any civil action filed to resolve claims, the court shall submit the matter to nonbinding mediation within 60 days following the filing or responsive pleading, provided that the parties have not already participated in mediation of the claim as outlined above. If the matter remains in dispute after nonbinding mediation, the court shall submit the matter to judicial arbitration pursuant to Code of Civil Procedure section 1141.10 et seq. If the matter remains in dispute after judicial arbitration, the Owner or the Contractor may request a trial de novo.

19.11 Utility Relocation

Pursuant to California Government Code Section 4215, if during the course of the work Design-Builder encounters utility installations which are not shown or indicated in the contract plans or in the specifications or which are found in a location substantially different from that shown, and such utilities are not reasonably apparent from visual examination of the work site, then it shall promptly notify Owner in writing. Where necessary for the work of the Contract, Owner will amend the Agreement to adjust the scope of work to allow Design-Builder to make such adjustment, rearrangement, repair, removal, alteration, or special handling of such utility, including repair of the damaged utility. If Design-Builder fails to give the notice specified above and thereafter acts without instructions from Owner, then it shall be liable for any or all damage to such utilities or other work of the Agreement which arises from its operations subsequent to the discovery, and it shall repair and make good such damage at its own cost.

19.12 Excavation

In accordance with state law (Public Contract Code Section 7104), with respect to any work involving digging trenches or excavations that extend deeper than four feet, Design-Builder shall notify Owner promptly in writing of any of the following conditions: (a) material that Design-Builder believes may be hazardous waste, as defined in California Health and Safety Code Section 25117, that is required to be removed to a Class I, Class II or Class III disposal site in accordance with provisions of existing law; (b) subsurface or latent physical conditions at the site differing from those indicated; (c) unknown physical conditions at the site of any unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the Agreement. Design-Builder shall notify Owner of such conditions prior to disturbing them, and shall await direction from Owner as to how to proceed.

19.13 Trench Safety

For all contracts over \$25,000, excavation for any trench 5 feet or more in depth shall not begin until Design-Builder has received approval from Owner, of Design-Builder's detailed plan for worker protection from the hazards of caving ground during the excavation of such trench. Such plan shall be submitted at least 5 days before Design-Builder intends to begin excavation for the trench and shall show the details of the design of shoring, bracing, sloping or other provisions to be made for worker protection during such excavation. No such plan shall allow the use of shoring, sloping or a protective system less effective than that required by the Construction Safety Orders of the Division of Industrial Safety; and if such plan varies from the shoring system standards established by the Construction Safety Orders, the plan shall be prepared and signed by an engineer who is registered as a Civil or Structural Engineer in the State of California. Attention is directed to the provisions of Section 6705 of the Labor Code concerning trench excavation safety plans.

19.14 Design-Builder's License Requirements

Design-Builder and any approved subconsultants (for architectural design, engineering, construction project management services) or subcontractors shall hold such current and valid licenses as required by California Law, including the Department of Industrial Relations (DIR) contractor and subcontractor registration requirements articulated in part by Cal. Labor Code section 1725.5.

19.15 Examination and Audit of Records

Pursuant to Government Code Section 8546.7, Design-Builder shall retain all project-related records for a period of 3 years after final payment on this Agreement, which shall be subject to audit or inspection by Owner or the State Auditor during this period.

19.16 Safety Requirements.

The Contractor shall promptly and fully comply with and carry out, and shall without separate charge therefore to Owner, enforce compliance with the safety and first aid requirements prescribed by applicable State and Federal laws and regulations, rules and orders and as may be necessary to ensure that all Construction Work shall be done in a safe manner and that the safety and health of the employees, agents and the people of local communities is safeguarded. Compliance with the provisions of this Section by subcontractors shall be the responsibility of the Contractor. All installed, dismantled, and removed material, equipment and facilities, without separate charge therefore to Owner, shall fully conform with all applicable State and Federal safety laws, rules, regulations and orders and it shall be the Contractor's responsibility to furnish only such material, equipment and facilities.

19.17 Compliance with All Applicable Laws.

Contractor shall comply with all the applicable requirements of federal, state and local laws, statutes and ordinances relative to the execution of the Construction Work. In the event Contractor fails to comply with these requirements, Owner may stop any Construction Work until such noncompliance is remedied. No part of the time lost due to any such cessation of the Construction Work shall be made the subject of a claim for an extension of time or increase in the compensation.

ARTICLE 20 - CONSTRUCTION DETAILS

20.1 Pre-Construction Meeting.

A Pre-Construction Meeting will be held after the contract is signed and prior to issuance of the Notice to Proceed. The Engineer will designate the time and place. The Design-Builder (and major sub-contractors as required) must attend the meeting. The Design-Builder's Representative at this conference shall include all major superintendents for the work, including the superintendent for the horizontal directional drilling operation, and may include major subcontractors.

At, or prior to this meeting the Design-Builder must submit:

1. A copy of its City of Napa business license.
2. A letter or memorandum designating the authorized representative who shall have authority to represent and act for the Design-Builder during the entire contract period.
3. A letter or memorandum designating two 24-hour emergency contact persons and their telephone numbers.

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ATTACHMENT G
Cost Submission Proposal

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COST PROPOSAL WORKSHEET

To be submitted with the proposal

**DESIGN BUILD
HILLCREST AND SILVERADO PUMP STATIONS
REPLACEMENT PROJECT
NAPA, CALIFORNIA**

Cost Proposal From:

 Proposer Name

 Print Name of Authorized Proposer Representative

 Signature of Authorized Proposer Representative

 Date

Each item in the following cost proposal includes the complete management, analysis, permitting, design, construction, inspection, testing, documentation and other required expenses other than bonds and insurance of all components delivered to the City in a fully operational state as described in the RFP.

Alternative A		
Item	Description	Cost Proposal
1A	Hillcrest Pump Station - Design	\$
2A	Hillcrest Pump Station - Construction	\$
3A	Silverado Highlands Pump Station – Design	\$
4A	Silverado Highlands Pump Station - Construction	\$
Total Alternative A		\$
Alternative B		

City of Napa Water Division (Napa, CA)

1B	Hillcrest Pump Station - Design	\$
2B	Hillcrest Pump Station - Construction	\$
3B	Silverado Highlands Pump Station – Design	\$
4B	Silverado Highlands Pump Station - Construction	\$
Total Alternative B		\$

Other	
Bonds and Insurance (as percent of subtotal of construction costs)	%

NOTE: A corresponding itemized construction cost proposal organized by the Construction Institute (CSI) MasterFormat Division titles listed below shall be submitted for each pump station.

Itemize all costs associated with construction costs for the pump stations within the following CSI Division titles:

- Division 1 – General Requirements
- Division 2 – Site Work and Demolition
- Division 3 – Concrete
- Division 9 – Finishes
- Division 10 – Specialties
- Division 11 – Equipment
- Division 13 – Special Construction
- Division 15 – Mechanical
- Division 16 - Electrical

Proposers may include additional or more detailed cost information; however, the Cost Proposal Worksheet must be submitted.

**ATTACHMENT H
Sample Agreement**

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STANDARD FORM OF AGREEMENT BETWEEN OWNER AND DESIGN- BUILDER - LUMP SUM



HILLCREST AND SILVERADO HIGHLANDS PUMP STATIONS REPLACEMENT PROJECT

Document No. 525

Second Edition, 2010

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Washington, DC

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Exhibit A Scope of Work

Exhibit B Basis of Design/Preliminary Design Documents

Exhibit C Insurance Requirements and Limits

Exhibit D Performance and Payment Bonds

Exhibit E Equipment Warranty



Standard Form of Agreement Between Owner and Design-Builder - Lump Sum

*This document has important legal consequences. Consultation with
an attorney is recommended with respect to its completion or modification.*

This **AGREEMENT** is made as of the _____ day of _____
in the year of 20_____, by and between the following parties, for services in connection with the Project
identified below.

OWNER:

(Name and address)

City of Napa
955 School Street
Napa, CA 94559

DESIGN-BUILDER:

(Name and address)

PROJECT:

(Include Project name and location as it will appear in the Contract Documents)

Design and Construction of Hillcrest and Silverado Highlands Pump Stations Replacement Project.

In consideration of the mutual covenants and obligations contained herein, Owner and Design-Builder
agree as set forth herein.

Article 1

Scope of Work

1.1 Design-Builder shall perform all additional permitting, design services (including constructability review of preliminary design, value engineering, and design modifications) coordination, earthwork, construction, testing and monitoring, and reporting services necessary to construct two potable water pump stations consisting of concrete foundations, mechanical, electrical and signal equipment, structure, drainage system, and irrigation system (collectively the "Work"). The Work is described in more detail in Exhibit A Scope of Work.

Article 2

Contract Documents

2.1 The Contract Documents are comprised of the following, listed in their order of precedence:

- 2.1.1** This Agreement, executed by Owner and Design-Builder;
- 2.1.2** The Supplemental General Conditions;
- 2.1.3** The General Conditions of Contract;
- 2.1.4** Exhibit A: Scope of Work;
- 2.1.5** Exhibit B: Basis of Design/Preliminary Design Documents
- 2.1.6** Exhibit C: Insurance Requirements and Limits;
- 2.1.7** Exhibit D: Performance and Payment Bonds;
- 2.1.8** Exhibit E Equipment Warranty [to be provided by Design-Builder]

Article 3

Interpretation and Intent

3.1 Design-Builder and Owner, prior to execution of the Agreement, shall review all the Contract Documents, including the Exhibits, for any conflicts or ambiguities. Design-Builder and Owner will discuss and resolve any identified conflicts or ambiguities prior to execution of the Agreement.

3.2 The Contract Documents are intended to permit the parties to complete the Work and all obligations required by the Contract Documents within the Contract Time(s) for the Contract Price. The Contract Documents are intended to be complementary and interpreted in harmony so as to avoid conflict, with words and phrases interpreted in a manner consistent with construction and design industry standards. In the event inconsistencies, conflicts, or ambiguities between or among the Contract Documents are discovered after execution of the Agreement, Design-Builder and Owner shall attempt to resolve any ambiguity, conflict or inconsistency informally, recognizing that the Contract Documents shall take precedence in the order in which they are listed in Section 2.1 hereof.

3.3 Terms, words and phrases used in the Contract Documents, including this Agreement, shall have the meanings given them in the General Conditions of Contract.

3.4 The Contract Documents form the entire agreement between Owner and Design-Builder and by incorporation herein are as fully binding on the parties as if repeated herein. No oral representations or other agreements have been made by the parties except as specifically stated in the Contract Documents.

Article 4

Ownership of Work Product

4.1 Work Product. All drawings, specifications and other documents and electronic data, including such documents identified in the General Conditions of Contract, furnished by Design-Builder to Owner under this Agreement ("Work Product") are deemed to be instruments of service and Design-Builder shall retain the ownership and property interests therein, including but not limited to any intellectual property rights, copyrights and/or patents, subject to the provisions set forth in Sections 4.2 through 4.5 below.

4.2 Owner's License Upon Project Completion and Payment in Full to Design-Builder. Upon Final Completion, Design-Builder shall grant Owner an unrestricted, irrevocable, nonexclusive, fully paid-up, perpetual license to use the Work Product in connection with Owner's, or its agent's or consultant's, occupancy of the Project, conditioned on Owner's express understanding that its alteration of the Work Product without the involvement of Design-Builder is at Owner's sole risk and without liability or legal exposure to Design-Builder or anyone working by or through Design-Builder, including Design Consultants of any tier (collectively the "Indemnified Parties"), and on the Owner's obligation to provide the indemnity set forth in Section 4.5 below. In the event Design-Builder's Intellectual Property ("IP") is subject to a public records act request or other legal production request, Owner will provide Design-Builder with adequate notice and the opportunity to file any documentation and/or legal challenges required to preserve and protect the confidentiality of Design-Builder's IP.

4.3 Owner's Limited License upon Owner's Termination for Convenience or Design-Builder's Election to Terminate. If Owner terminates this Agreement for its convenience as set forth in Article 8 hereof, or if Design-Builder elects to terminate this Agreement in accordance with Section 11.4 of the General Conditions of Contract, Design-Builder shall, upon Design-Builder's receipt of amounts due under the Contract Documents, grant Owner a limited license to use the Work Product to complete the Project and subsequently occupy the Project, and Owner shall thereafter have the same rights as set forth in Section 4.2 above.

4.4 Owner's Limited License upon Design-Builder's Default. If this Agreement is terminated due to Design-Builder's default pursuant to Section 11.2 of the General Conditions of Contract, then Design-Builder grants Owner a limited license to use the Work Product to complete the Project and subsequently occupy the Project, and Owner shall thereafter have the same rights and obligations as set forth in Section 4.2 above.

4.5 Owner's Indemnification for Use of Work Product. If Owner is required to indemnify any Indemnified Parties based on the use or alteration of the Work Product under any of the circumstances identified in this Article 4, Owner shall defend, indemnify and hold harmless such Indemnified Parties from and against any and all claims, damages, liabilities, losses and expenses, including attorneys' fees, arising out of or resulting from the use or alteration of the Work Product.

Article 5

Contract Time

5.1 Date of Commencement. The Work shall commence within five (5) days of Design-Builder's receipt of Owner's Notice to Proceed ("Date of Commencement") unless the parties mutually agree otherwise in writing. Prior to issuance of the Notice to Proceed, Design-Builder must provide evidence of all required insurance, performance and payment bonds, and a signed contract.

5.2 Substantial Completion and Final Completion.

5.2.1 Substantial Completion of the entire Work shall be achieved no later than March 31, 2020. ("Scheduled Substantial Completion Date").

5.2.2 Final Completion of the Work or identified portions of the Work shall be achieved as expeditiously as reasonably practicable. Final Completion is the date when all Work is complete pursuant to the definition of Final Completion set forth in Section 1.2.7 of the Supplemental General Conditions of Contract, and shall occur upon June 30, 2020.

5.2.3 Performance Testing/Demonstration Period for the Pump Stations shall begin on or before March 31, 2020.

5.2.4 All of the dates set forth in this Article 5 (collectively the "Contract Time(s)") shall be subject to adjustment in accordance with the General Conditions of Contract.

5.3 Time is of the Essence. Owner and Design-Builder mutually agree that time is of the essence with respect to the dates and times set forth in the Contract Documents.

5.4 Liquidated Damages. Design-Builder understands that if Substantial Completion is not attained by the Scheduled Substantial Completion Date, Owner will suffer damages which are difficult to determine and accurately specify. Design-Builder agrees that if Substantial Completion is not attained by thirty (30) days after the Scheduled Substantial Completion Date ("LD Date"), Design-Builder shall pay Owner \$2,500 as liquidated damages for each day that Substantial Completion extends beyond the LD Date.

5.5 Any liquidated damages assessed pursuant to this Agreement shall be in lieu of all liability for any and all extra costs, losses, expenses, claims, penalties and any other damages, whether special or consequential, and of whatsoever nature, incurred by Owner which are occasioned by any delay in achieving the Contract Time(s).

5.6 In addition to Design-Builder's right to a time extension for those events set forth in Section 8.2.1 of the General Conditions of Contract, Design-Builder shall also be entitled to an appropriate adjustment of the Contract Price for those events set forth in Section 8.2.1 of the General Conditions of Contract provided, however, for Force Majeure Events, Design-Builder shall only be entitled to an increase in the Contract Price if said events exceed ten (10) cumulative days. Said additional compensation shall be limited to the direct costs and expenses Design-Builder can demonstrate it has reasonably and actually incurred as a result of such event.

Article 6

Contract Price

6.1 Contract Price. Owner shall pay Design-Builder for services provided under this Agreement on the basis of a sum not to exceed _____ ("Contract Price"), subject to adjustments made in accordance with the General Conditions of Contract. Unless otherwise provided in the Contract Documents, the Contract Price is deemed to include all sales, use, consumer and other taxes mandated

by applicable Legal Requirements.

6.2 Markups for Changes. If the Contract Price requires an adjustment due to changes in the Work, the cost of such changes is determined under Sections 9.4.1 of the General Conditions of Contract.

6.3 Cost Proposal. The Design-Builder guarantees that it shall not exceed the Contract Price. The Contract Price shall be determined based on the Design-Builder's cost proposal and negotiations with the Owner. . The Design-Builder does not guarantee any specific line item provided as part of the Cost Proposal, and has the sole discretion to apply payment due to overruns in one line item to savings due to underruns in another line item. Design-Builder agrees, however, that it will be responsible for paying all costs of completing the Work which exceed the Contract Price, as adjusted in accordance with the Contract Documents.

6.4 Early Completion Incentive Bonus. The Design-Builder shall be entitled to additional compensation over and above the Contract Price in the form of an early completion incentive bonus in the amount of \$_____ if the Design-Builder achieves final completion of all work on under this Agreement prior to _____. However, the Early Completion Incentive Bonus will not be paid if all work is not completed prior to _____, regardless of the cause, and the Design-Builder waives, discharges and releases any claim to the Early Completion Incentive Bonus even if the cause or causes of not achieving it are not within Contractor's control.

6.5 Shared Savings for Accepted Value Engineering Proposals. The Design-Builder shall be entitled to 50% of any savings to the overall Contract Price achieved on the basis of a value engineering proposal submitted by the Design-Build and accepted by the Owner. The Owner shall have complete discretion as to whether to accept a value engineering proposal.

Article 7

Procedure for Payment

7.1 Progress Payments. Design-Builder shall submit to Owner's Representative on the fifteenth (15th) day of each month, beginning with the first month after the Date of Commencement, Design-Builder's Application for Payment in accordance with Article 6 of the General Conditions of Contract.

The Owner shall authorize payment to the Design-Builder within five (5) working days after Owner's Representative's receipt of each properly submitted and accurate Application for Payment in accordance with Article 6 of the General Conditions of Contract, but in each case less the total of payments previously made, and less amounts properly withheld under Section 6.3 of the General Conditions of Contract. Approved payments shall be made to Design-Builder within thirty (30) calendar days from approval date. In the case of disputes regarding Application of Payment, Owner's Representative shall notify Design-Builder immediately, and disputed items shall be resolved within five (5) working days from notification. If no comments or a dispute notification is received by Design-Builder from Owner's Representative within five (5) working days of submitted Application for Payment, the Application for Payment shall be deemed approved in full.

7.2 Retainage on Progress Payments. Design-Builder will be paid 90% of monthly estimates of work based on the contract price in Section 6.1 and Exhibit A. Design-Builder will be paid 90% of such amount upon completion of the work. The retained ten percent (10%) shall be paid to Design-Builder within sixty (60) days after completion of the work as required by the City of Napa Charter Section 102.

7.3 Final Payment. Design-Builder shall submit its Final Application for Payment to Owner in accordance with Section 6.7 of the General Conditions of Contract. Owner shall make payment on Design-Builder's properly submitted and accurate Final Application for Payment within thirty (30) days

after Owner's receipt of the Final Application for Payment, provided that Design-Builder has satisfied the requirements for final payment set forth in Section 6.7.2 of the General Conditions of Contract.

7.4 Record Keeping and Finance Controls. With respect to changes in the Work performed on a cost basis by Design-Builder pursuant to the Contract Documents, Design-Builder shall keep full and detailed accounts and exercise such controls as may be necessary for proper financial management, using accounting and control systems in accordance with generally accepted accounting principles and as may be provided in the Contract Documents. During the performance of the Work and for a period of three (3) years after Final Payment, Owner and Owner's accountants shall be afforded access to, and the right to audit from time-to-time, upon reasonable notice, Design-Builder's records, books, correspondence, receipts, subcontracts, purchase orders, vouchers, memoranda and other data relating to changes in the Work performed on a cost basis in accordance with the Contract Documents, all of which Design-Builder shall preserve for a period of three (3) years after Final Payment. Such inspection shall take place at Design-Builder's offices during normal business hours unless another location and time is agreed to by the parties. Any multipliers or markups agreed to by the Owner and Design-Builder as part of this Agreement are only subject to audit to confirm that such multiplier or markup has been charged in accordance with this Agreement, with the composition of such multiplier or markup not being subject to audit.

Article 8

Termination for Convenience

8.1 Upon thirty (30) days' written notice to Design-Builder, Owner may, for its convenience and without cause, elect to terminate this Agreement. In such event, Owner shall pay Design-Builder for the following:

8.1.1 All Work executed and for proven loss, cost or expense in connection with the Work; and

8.1.2 The reasonable costs and expenses attributable to such termination, including demobilization costs and amounts due in settlement of terminated contracts with Subcontractors and Design Consultants.

8.2 If Owner terminates this Agreement pursuant to Section 8.1 above and proceeds to design and construct the Project through its employees, agents or third parties, Owner's rights to use the Work Product shall be as set forth in Section 4.3 hereof. Such rights may not be transferred or assigned to others without Design-Builder's express written consent and such third parties' agreement to the terms of Article 4.

Article 9

Representatives of the Parties

9.1 Owner's Representatives.

9.1.1 Owner designates the individual listed below as its Senior Representative ("Owner's Senior Representative"), which individual has the authority and responsibility for avoiding and resolving disputes under Section 10.2.3 of the General Conditions of Contract:

Phil Brun, Utilities Director
Address: P.O. Box 660, Napa, CA 94559-0660

Phone: (707) 257-9316
Email: pbrun@cityofnapa.org

9.1.2 Owner designates the individual listed below as its Owner's Representative, which individual has the authority and responsibility set forth in Section 3.4 of the General Conditions of Contract:

Phil Brun, Utilities Director
Address: P.O. Box 660, Napa, CA 94559-0660
Phone: (707) 257-9316
Email: pbrun@cityofnapa.org

9.2 Design-Builder's Representatives.

9.2.1 Design-Builder designates the individual listed below as its Senior Representative ("Design-Builder's Senior Representative"), which individual has the authority and responsibility for avoiding and resolving disputes under Section 10.2.3 of the General Conditions of Contract:

Name:
Address:
Phone:
Email:

9.2.2 Design-Builder designates the individual listed below as its Design-Builder's Representative, which individual has the authority and responsibility set forth in Section 2.1.1 of the General Conditions of Contract:

Name:
Address:
Phone:
Email:

Article 10

Bonds and Insurance

10.1 Insurance. Design-Builder and Owner shall procure the insurance coverages set forth in Exhibit C attached hereto and in accordance with Article 5 of the General Conditions of Contract.

10.2 Bonds and Other Performance Security. Design-Builder shall provide a performance bond and payment bond, each in the amount of 100% of the Contract Price, consistent with the forms provided in Exhibit D. Bid bond or bid security is not required for this project.

In executing this Agreement, Owner and Design-Builder each individually represents that it has the necessary financial resources to fulfill its obligations under this Agreement, and each has the necessary corporate approvals to execute this Agreement, and perform the services described herein.

OWNER:**The City of Napa**

(Signature)

(Printed Name)

*(Title)*Date:

(Signature)

(Printed Name)

*(Title)*Date:

DESIGN-BUILDER:**[Design-Builder Name]**

(Signature)

(Printed Name)

*(Title)*Date:

(Signature)

(Printed Name)

*(Title)*Date:

Caution: You should sign an original DBIA document which has this caution printed in blue. An original assures that changes will not be obscured as may occur when documents are reproduced.

Exhibit C**INSURANCE REQUIREMENTS AND LIMITS**

Without limiting Contractor's indemnification provided herein, you must take out and maintain at all times during the life of this Contract the following policies of insurance with insurers with a current A.M. Best's rating of no less than A: VII, or its equivalent, against injury to persons or damage to property which may arise from or in connection with the performance of work hereunder by Contractor, its agents, employees or subcontractors:

- A. **Workers' Compensation:** Workers' Compensation with statutory limits as required by the California Labor Code. Said policy shall contain, or be endorsed with, the following provisions:
 - 1. The policy shall not be canceled without thirty (30) days prior written notice to City (10 days for non-payment of premium).
 - 2. The policy shall provide for a waiver of subrogation against City, its officers, employees and agents.
- B. **Commercial General Liability:** Commercial General Liability Insurance at least as broad as Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001) in an amount no less than \$3,000,000 per project, or \$3,000,000 per occurrence/\$5,000,000 aggregate. If work involves explosives, underground or collapse risks, XCU must be included. The amount of any deductible or self-insured retention over \$100,000 shall be declared to and security posted guaranteeing payment of losses and defense costs. Said policy shall contain, or be endorsed with, the following provisions:
 - 1. The City, its officers, employees and agents, are covered as insureds for liability arising out of the operations performed by or on behalf of Contractor, including materials, parts or equipment furnished in connection with such work or operations, with coverage to include products and completed operations of Contractor and premises owned, occupied or used by Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the City, its officers, agents and employees.
 - 2. The policy shall not be canceled or materially reduced in coverage without thirty (30) days prior written notice to City (ten (10) days for non-payment of premium).
 - 3. For claims related to this project, the Contractor's insurance is primary coverage to the City, and any insurance or self-insurance programs maintained by the City is excess to Contractor's insurance and will not be called upon to contribute with it.

4. Any failure to comply with reporting or other provisions of the parties, including breach of warranties, shall not affect coverage provided to City, its officers, employees and agents.
- C. **Automobile Liability:** Automobile Liability, with coverage at least as broad as Insurance Services Office form number CA 00 01 06 92, Code 1 (any auto), in an amount of \$ \$3,000,000 per accident. The amount of any deductible or self-insured retention over \$100,000 shall be declared to and authorized by the City. Said policy shall contain, or be endorsed with the provision that coverage shall not be canceled or reduced in coverage without 30 days prior written notice to City (10 days for non-payment of premium).
- D. **Certificates of Insurance and Endorsements:** Prior to City's execution of Agreement, Contractor shall provide properly executed Certificates of Insurance and Endorsements, signed by a person authorized by the insurer to bind coverage on its behalf, evidencing the insurance required herein in a form authorized by the City. The amount of any policy deductible or self-insured retention over \$100,000.00 shall be included. Upon City's written request, Contractor shall provide City with complete certified copies of all required insurance policies, including endorsements effecting the coverage required by these specifications.
- E. **Subcontractors:** Contractor shall include all subcontractors as insureds under its policies or require subcontractors to secure and maintain insurance in accordance with all the requirements stated herein.

ATTACHMENT I
Instructions for Registering as a Vendor on Public Purchase

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Register Online to Become a Vendor

The City of Napa uses an online bid management system called Public Purchase. Register with Public Purchase if you want to do business with the City.

[Register \(FREE\) with Public Purchase](#)

(<https://www.publicpurchase.com/gems/register/vendor/register?actionbtn=Register>)

Why Register?

By registering with Public Purchase, you will automatically be notified when bid opportunities of company interest, become available. As a registered user you will also have access to respond to bids electronically.

How to Register?

This registration is a Two-Step process.

Step One: Create an account for your organization with Public Purchase. If you are already registered with Public Purchase, please go to Step Two.

Step Two: Link your Public Purchase account to the City of Napa.

Confirming Email: When your registration with Public Purchase is activated, you will receive a confirmation email from Public Purchase. Using the link provided in the email, log in using your username and password, then click on the "**Tools**" tab on the top right hand side of the screen. Type in "**City of Napa**" and click on search then click "**Register with Agency**" on the right hand side of the City of Napa, Purchasing Services Division.

The City of Napa, Purchasing Services Division requires you to complete three (3) tasks in this part of the registration process:

1. You will be prompted to read and either **accept** or decline our Standard Terms and Conditions,

City of Napa Water Division (Napa, CA)

2. You will need to select the **NIGP commodity code(s)** that relate to your business so you can receive email notifications of future bid opportunities that match the code(s) you select, and
3. You will be prompted to fill out a **Payee Data Records Form** (similar to a W-9) for the City of Napa's records.

This form must be completed before you will be considered a vendor for the City of Napa, Purchasing Services Division. It is your responsibility to keep the information up to date, particularly the contacts and email addresses.

Public Purchase provides government agencies and their vendors with a comprehensive and easy to use web based eProcurement system. The Public Purchase eProcurement system is designed exclusively for use by government agencies and their vendors and is compliant with all Federal and State regulations, which set forth the required procedures for government agency purchasing.

This eProcurement system provides you with automatic notification and transmittal of bid solicitations to vendors. In addition, Public Purchase gives you access to bid opportunities with other government entities. All of this is provided at no charge to vendors.

Problems Registering?

If you have any problems with this process please contact Public Purchase at support@publicpurchase.com. Register with Public Purchase (click on the FREE REGISTRATION link):

<https://www.publicpurchase.com/gems/register/vendor/register?actionbtn=Register>



eProcurement (Public Purchase)
Quick Start Guide
Register your Firm for FREE!

To register your business with the City of Napa go to **www.publicpurchase.com**. Click “Go to Register” select “Free Registration” on the right-hand side of the page.

Step 1: Create an account for your organization with Public Purchase (our eProcurement Service Provider) by following the Vendor Registration prompts. When your account with Public Purchase is created, you will receive a confirmation email, usually within 24 hours or less. If you already have an account with Public Purchase, proceed to Step Two.

Step 2: Register your Public Purchase account with the City of Napa using the information provided in the confirmation email.

Step 3: Accept Standard Terms and Conditions by reviewing City of Napa's Standard Term and Conditions, then “accept” by entering your password when prompted.

Step 4: Goods & Services - Select the NIGP commodity code(s) that relate to your business so you can receive notifications of future bid opportunities that match the code(s) you select.

Step 5: Complete the Payee Data Records Form (similar to a W-9) for the City of Napa records. This form must be completed to finalize the registration process.

**Now you are ready to receive bid
notifications**

eProcurement (Public Purchase) *More Information*

Guarantee Your Notifications Reach You

Once you have completed the registration process, it is your responsibility to keep the information up to date, particularly the contacts and email addresses. You will be notified of bidding opportunities only one time per posting.

Important: Before registering with Public Purchase, please make sure you add the following emails to your email “white list” to ensure email notices from Public Purchase are not blocked by your spam/junk filter settings:

- ⇒ notices@publicpurchase.com
- ⇒ support@publicpurchase.com
- ⇒ supportrep@publicpurchase.com

This eProcurement system provides you with automatic notification and transmittal of bid solicitations to vendors. In addition, Public Purchase gives you access to bid opportunities with other government entities. All of this is provided at no charge to vendors.

Problems Registering? If you have any problems with this process please contact Public Purchase at 800-591-5546 or support@publicpurchase.com.



Purchasing Services Division
955 School Street, Napa, CA 94559
707- 257-9515
www.CityofNapa.org

LAST PAGE OF PROPOSAL