SAN FRANCISCO BAY AREA WATER EMERGENCY TRANSPORTATION AUTHORITY

San Francisco Bay Ferry
A SERVICE OF WETA

REQUEST FOR PROPOSALS

VALLEJO RECONFIGURATION PROJECT



VOLUME 1 - 5

RFP 25-053

SEPTEMBER 28, 2026

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SAN FRANCISCO BAY AREA WATER EMERGENCY TRANSPORTATION AUTHORITY

San Francisco Bay Ferry
A SERVICE OF WETA

REQUEST FOR PROPOSALS

VALLEJO RECONFIGURATION PROJECT



VOLUME 1

PROPOSAL AND CONTRACTING REQUIREMENTS

GENERAL REQUIREMENTS

RFP 25-053

DIVISIONS 00 & 01

SEPTEMBER 28, 2026

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SECTION 00 11 16

NOTICE INVITING PROPOSALS

NOTICE IS HEREBY GIVEN THAT PROPOSALS will be received by San Francisco Bay Area Water Emergency Transportation Authority (hereinafter "WETA" or "Owner") until **4:00 p.m.** on **November 13, 2026** for the following project:

SAN FRANCISCO BAY AREA WATER EMERGENCY TRANSPORTATION AUTHORITY
VALLEJO FERRY TERMINAL RECONFIGURATION PROJECT, VALLEJO, CALIFORNIA

This Request for Proposals ("RFP") is for design-build services to reconfigure the Vallejo Ferry Terminal, site improvements and the off-site improvements required as further described elsewhere in this RFP. The work consists of furnishing Design Documents, Construction Documents, Permits, materials, labor, tools, plants, supplies, equipment, transportation and superintendents necessary for the construction of the Project as defined by the Preliminary Design Drawings and Technical Specifications ("Bridging Documents') as well as reference materials. The Engineer's Estimate for this Project is $9,724,400.

The Project includes in-water construction and demolition, new and refurbished structures, extension and relocation of utilities, acceptance and final placement final placement of the WETA Standard Float. More specifically, the scope and extent of the improvements that are required as part of the Project are described in the Bridging Documents, which are provided in conjunction with this RFP and are an integral part thereof.

Proposals shall be submitted in accordance with the requirements of the RFP Documents via WETA's online Bonfire Portal at:

https://WETA.bonfirehub.com

Proposals must be received on or before the date and time specified above. The date and time for proposals may be extended by WETA if WETA issues material changes, additions, or deletions to the RFP that necessitate more time for Offerors to submit their proposals. Submissions received by any other methods will not be accepted.

To use Bonfire, Proposers must use a supported browser (i.e., Internet Explorer 11, Microsoft Edge, Google Chrome, or Mozilla Firefox), and Javascript and browser cookies must be enabled. In addition, Bonfire suggests using a desktop or non-mobile device.

For any issues with submissions, Proposers should contact Bonfire at Support@GoBonfire.com or visit Bonfire's help forum at https://help.bonfire.com/en/.

WETA intends to award the Contract to the Offeror whose proposal provides the best value to WETA, based on the qualitative merits of the Technical Proposal and the Price Proposal. WETA reserves the right, in its sole discretion, to reject any and all proposals, waive any irregularities or informalities in the procurement process, waive deficiencies, informalities and irregularities in any proposal and/or permit corrections to data submitted with any response to the RFP, cancel, modify or withdraw the RFP, terminate this procurement and commence a new procurement for part or all of the project, modify the procurement process, and exercise any other right reserved or afforded to WETA under the RFP and applicable law. WETA specifically reserves the right to not award the contract after the submittal of proposals.

Proposals will be examined and reported to the WETA Board of Directors within one hundred eighty (180) days of the opening of the Proposals. Except as permitted by applicable law, no Offeror may withdraw its proposal for a period set forth in the Instructions to Offerors ("ITO"). Each Offeror will be notified of any award of the contract by WETA as set forth in the ITO.

A Pre-Proposal Conference will be held on October 6, 2026 from 10:30 AM to 11:00 AM PDT via a Microsoft Teams Conference Call. A link for the Teams conference call will be posted on https://WETA.bonfirehub.com. A Pre-Proposal Site Visit will be held on October 6, 2026 from 1:30 PM to 2:00 PM PDT. Attendance by potential Offerors is not mandatory but is highly recommended. Further information concerning the Pre-Proposal Conference, Pre-Proposal Site Visit and other RFP requirements can be found in the ITO.

In connection with the performance of this Contract, WETA requires full compliance with all applicable safety and health standards and with all applicable Governmental Rules.

DBE/SBE Compliance and Documentation Forms – WETA is committed to and has adopted a Diversity Program for Contracts for the participation of Disadvantaged Business Enterprises (DBEs) and Small Business Enterprises (SBEs) in WETA contracting opportunities in accordance with 49 CFR Part 26, as may be amended. It is the policy of WETA to ensure nondiscrimination in the award and administration of contracts assisted by the U.S. Department of Transportation. Proposers must cooperate with WETA in meeting these commitments and objectives.

There is no DBE/SBE contract-specific goal or DBE/SBE project goal applicable to this Project. WETA has a race-neutral overall 0.14% DBE Goal and 5% SBE goal. Please refer to Section 00 72 10, subsection 26, for the DBE/SBE requirements applicable to this RFP and any contract awarded pursuant to this RFP.

The successful Offeror will be required to furnish a Performance Bond and a Payment Bond, both in the amounts not less than one hundred percent (100%) of the awarded contract amount.

Offerors and their proposed Subcontractors shall hold such licenses as may be required by the laws of the State of California for the performance of the work specified in the Contract Documents to be performed by such Offeror or Subcontractor. Offerors submitting Proposals as the prime Design-Builder shall possess a valid California Contractor's General Engineering License "A" at the time of Contract award and throughout the Contract term, as well as all California engineering licenses required for design-build work. The Design-Builder will also be required to ensure that all Subcontractors working on this Project hold valid licenses suitable for their respective trades.

Pursuant to Section 1773 of the Labor Code, the general prevailing wage rates in the county, or counties, in which the work is to be performed have been determined by the Director of the California Department of Industrial Relations ("DIR"). The prevailing wage rates for this project may be obtained at www.dir.ca.gov/dlsr/PWD/index.htm. In addition, refer to Section 00 72 10, FTA General Provisions, for the Davis-Bacon Wage Determination. To the extent that state and federal requirements identify different prevailing wage rates for the same job description, the higher rate shall apply

Contractors and Subcontractors must be registered with the DIR at the time of contract award, or else the bid may be rejected as non-responsive. (See Labor Code Sections 1725.5 and 1771.1.) This Project is subject to monitoring and enforcement by the DIR pursuant to Labor Code Section 1771.4. Contractors and Subcontractors on all public works projects will also be required to submit certified payroll records to the Labor Commissioner unless excused from the requirement. Attention is directed to the Contract Documents for complete details and proposal requirements. Said documents, including but not limited to ITO, Agreement, General and Supplemental Conditions, Technical Specifications, Drawings, proposal forms, bonds, and this Notice, shall be considered as a part of any Contract awarded pursuant to this solicitation. Copies of the Contract Documents may be obtained at the Bonfire website https://WETA.bonfirehub.com and can be downloaded at no cost.

Addenda, if any, will also be made available on the Bonfire website, https://WETA.bonfirehub.com. Each Offeror has an ongoing responsibility to check the Bonfire website for Addenda. Other than by posting Addenda on its website, WETA has no obligation to provide any other notice of Addenda being issued. Addenda issued by WETA are binding. WETA's failure to respond to a request will be deemed to be a rejection of such request. Any WETA determination on any Offeror question or request will be final.

Addenda issued for this RFP, if any, must be expressly acknowledged in Form A-1, Technical and Price Proposal Letter, or the proposal may be rejected as non-responsive.

Under no circumstances should any prospective Offeror receiving this RFP contact or discuss this Project with any WETA Board Officials or employees. All questions prior to award of the Contract shall be directed to the attention of the undersigned and submitted on Bonfire at https://WETA.bonfirehub.com**.** The deadline for submissions of questions and clarifications concerning the Contract Documents is **October 22, 2026, at 2:00 PM PDT**. No other questions will be received. Copies of all questions and answers will be distributed in a written document to all Offerors. This requirement is to ensure that the same information is communicated to all Offerors and that no inconsistent, incomplete, or inaccurate information is transmitted separately.

Chad Mason

Chad Mason
Capital Planning Manager, Project Manager, Vallejo Ferry Terminal Reconfiguration Project

September 28, 2026
Date

END OF SECTION 00 11 16

SECTION 00 21 16

INSTRUCTIONS TO OFFERORS

SECTION 00 21 16

INSTRUCTIONS TO OFFERORS

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1. INTRODUCTION

A. TERMS

With regard to these instructions, where the term “technical” is used (i.e., Technical Proposal, technical merit, etc.), it shall be construed to encompass not only engineering and design, but also management, facilities, past performance, financial stability and other factors, other than price, that may influence the character and quality of the work and for which the San Francisco Bay Area Water Emergency Transportation Authority ("WETA") requests information.

“**Major Participants**” are collectively, each equity member of Offeror’s team and each other member of Offeror’s team, (a) with primary responsibility for design; (b) with primary responsibility for construction; and (c) Subcontractors or vendors with a proposed subcontract or purchase order value greater than 15% of the anticipated Contract value.

Refer to the definitions set forth in the Agreement and General Conditions for the meaning of various capitalized terms and acronyms used but not otherwise defined herein.

B. PROJECT

The purpose of this procurement is to award a contract to a design build firm for the design and construction of the reconfiguration of the Vallejo Ferry Terminal.

The Vallejo Ferry Terminal is a high-use terminal that supports WETA operations seven days a week, providing daily service between Vallejo and Downtown San Francisco, as well as select trips to Mare Island and access from Oracle Park for seasonal sporting events. The Vallejo Ferry Terminal has been operating since 1986. The City of Vallejo (City) took over operations in 1987 and operated ferry services until June of 2012, when operations were taken over by WETA, with the full transition of the Vallejo service to WETA in 2013.

The facility was upgraded to its current configuration in September of 1998, consisting of a 90-foot long by 11-foot wide gangway, a pile-supported gangway support dolphin, and an 88-foot long x 50-foot wide float anchored by four (4) steel stake piles with chains.

Regular maintenance dredging has typically been performed at the facility every two (2) to three (3) years, as sediments accumulate in the ferry basin and eventually prevent ferry vessel access during low tides. Since 2003, there have been a total of nine (9) maintenance dredging events, averaging approximately 9,300 cubic yards per event.

Maintaining safe and reliable ferry operations throughout construction is a key project objective. To minimize service disruptions, the Project includes the implementation of a temporary boarding facility that will allow continuous ferry operations while the existing terminal infrastructure is removed and replaced.

The Project includes demolition of existing ferry facilities; construction of temporary and permanent marine structures; delivery, relocation, and integration of the WETA Standard Float; installation of temporary and permanent boarding facilities; installation, relocation, and commissioning of utility systems; and all associated work required to maintain uninterrupted ferry operations throughout construction. More specifically, the scope and extent of the improvements that are required as part of the Project are described in the Bridging Documents which are provided in conjunction with this RFP and are an integral part thereof.

The Project design must accommodate seismic survivability criteria and sea-level rise described in the project specification.

Contractor will be required to coordinate closely with WETA, the Engineering Consultants, the City of Vallejo, utility providers, neighboring tenants, and regulatory agencies while performing both design and construction phases of the work. Contractor shall be responsible for continued coordination with Project stakeholders during construction of the Project and will specifically be responsible for securing City building permits required for the construction Work.

As a design-build project, the work will be in two phases:

a) Design Phase:

Following the design phase Notice to Proceed ("NTP"), Contractor will complete all aspects of project design. Contractor will be responsible for completing a design which meets the stated design requirements including those requirements driven by regulatory agency permits. Except for prescriptive requirements specifically called out as such in the technical specification, Contractor may not assume that any aspects of the design or portions of the design provided with this ITO have been thoroughly engineered or completed. Contractor is responsible for an acceptable and functional design regardless of any assumptions made in regard to the apparent level of completeness of the design provided at time of issuance of the RFP.

b) Construction Phase

The construction phase NTP will be issued following Contractor's completion of and WETA's review of an acceptable design, including thorough plans and specifications. WETA will, upon Contractor request, consider issuing a provisional/limited Construction phase NTP for procurement of long lead items if the affected aspects of the design have been completed to WETA's satisfaction.

Offerors are advised that the Contract contains certain indemnity provisions (see General Conditions Article 7).

C. ENGINEER'S ESTIMATE

The engineer's estimate for this project is $9,724,400.

D. PROCUREMENT TYPE

WETA has chosen a two-step sealed proposal process for this procurement. The process will consist of an evaluation of the Technical Proposals responding to this solicitation to determine a ranking for all Offeror's technical proposals in accordance with the provisions of this RFP. This evaluation will determine a competitive range. Following determination of competitive range, WETA will open and rank the Price Proposals of those Offerors in the competitive range. The evaluation of technical proposals may, at WETA's sole discretion, include interviews with some or all offerors. The Contract will be awarded to the Offeror whose proposal provides the "best value" to WETA with qualifications, price and other technical factors considered. WETA reserves the right to request clarifications, seek revised proposals, and to negotiate with Offerors. WETA may also request best and final offers. WETA further reserves the right, in its sole discretion, to award the Contract without negotiating or soliciting best and final offers or reject all proposals at any time during this process.

E. FEDERAL REQUIREMENTS

A contract awarded in connection with this RFP will be financed in part with federal funds. The federal requirements applicable to this RFP and any associated contract are included in Section 00 72 10, FTA General Provisions. The DBE and SBE participation requirements applicable to this RFP and any associated contract are included in Section 00 72 10, FTA General Provisions, subsection 26.

F. PROPOSAL EVALUATION COMMITTEE

The Proposal Evaluation Committee ("PEC") is composed of WETA and consultant personnel responsible for the evaluation of the Technical Proposals.

G. CONTRACT AWARD SCHEDULE

Appendix B of Volume 1 provides a schedule of major procurement events. WETA may adjust and/or modify this schedule through the issuance of Addenda.

H. TECHNICAL AND PRICE PROPOSAL REQUIREMENTS

Appendix C describes the Technical and Price Proposal requirements.

2. RFP PROVISIONS AND CONDITIONS

A. QUALIFICATION OF OFFERORS

To be eligible for best-value selection, Design-Builder and each Major Participant shall document that they have the licenses, registrations, and credentials required by the State to perform the work for which they intend to be responsible under the contract.

This qualification process does not in any way limit the Design-Builder's obligation to ensure that all subcontractors performing work on the Project hold such licenses as may be required by the laws of the State of California for the performance of the work specified in the Contract Documents to be performed by such Offeror or Subcontractor.

B. EXAMINATION OF DOCUMENTS AND WORK SITE

Each Offeror shall be solely responsible for examining, with appropriate care and diligence, the RFP and Addenda, if any, and any materials referenced therein, and for informing itself with respect to any and all conditions which may in any way affect the amount or nature of its Proposal, or the performance of the Design-Builder’s obligations under the Contract with WETA. Each Offeror is responsible for conducting such investigations as it deems appropriate in connection with its Proposal, regarding the condition of existing facilities and site conditions, including Work Site subsurface and hazardous materials, keeping in mind the provisions in the Contract regarding assumption of liability by Design-Builder. Submission of a Proposal shall constitute prima facie evidence that, if awarded the Contract, it has relied and is relying on its own examination of: (1) the Site; (2) access to the Site; (3) all other data and matters requisite to the fulfillment of the Work and on its own knowledge of existing facilities on and in the vicinity of the Site to be constructed under the Contract; (4) the conditions to be encountered; (5) the character, quality and scope of the proposed Work; (6) the quality and quantity of the materials to be furnished; and (7) the requirements of the Contract Documents, including this RFP. No claim for additional compensation which is based upon a lack of knowledge of any Contract Documents will be allowed.

The information provided by WETA is not intended to be a substitute for, or a supplement to the independent verification by the Offeror to the extent such independent investigation of the Site conditions is deemed necessary or desirable by the Offeror.

C. OFFERORS PRE-PROPOSAL CONFERENCE AND SITE VISIT

WETA will conduct a voluntary Pre-Proposal Conference via a Zoom Conference Call. The purpose of the Pre-Proposal Conference will be to answer questions about the RFP and evaluation process, as well as about the site of the Work and other such matters as Offerors may request.

Offerors are encouraged to submit questions in accordance with the subsection entitled "Questions Prior to Opening of Proposals" below. Questions requiring clarification or interpretation of the RFP must be submitted to Jeff Powell through Bonfire at https://WETA.bonfirehub.com. Offerors who do not attend the Pre-Proposal Conference will not have grounds to protest based on information that they would have received had they attended. Addenda may be issued after the conference to address substantive questions raised during the Pre-Proposal Conference. All statements and interpretations provided by WETA representatives at the Pre-Proposal Conference and Site Visit are non-binding on WETA unless contained in a subsequent written Addendum.

WETA will conduct a voluntary, in person Pre-Proposal Site Visit. The purpose of the Site Visit is to show Proposers the Project site.

The Pre-Proposal Conference and Site Visit will take place on the date described in the above "Notice Inviting Proposals". Meals, lodging and travel expenses will be the responsibility of the Offerors.

D. ADDENDA REQUIREMENTS

WETA reserves the right, in its sole discretion, to revise, modify or change the RFP and/or procurement process at any time before the deadline for submittal of Proposals. Any such revisions will be implemented through issuance of Addenda to the RFP. Addenda will be issued to potential Offerors as set forth in the Notice Inviting Proposals, above.

Each Addendum must be acknowledged individually by the Offeror in the Technical and Price Proposal Letter (Form A-1). If no Addenda are received by the Offerors, so indicate. Failure of Offerors to acknowledge receipt of any Addenda may result in the rejection of their Proposal.

E. QUESTIONS / REQUESTS FOR APPROVED EQUALS PRIOR TO OPENING OF PROPOSALS

No oral representations or interpretations will be made to any Offeror as to the meaning of the Contract Documents, including this RFP. Questions regarding the RFP and requests for interpretation of the Contract Documents shall be made via Bonfire at https://WETA.bonfirehub.com. Questions and requests for interpretation of the RFP Documents must be delivered prior to the deadline provided in the Appendix B to Volume 1 as amended by addenda, if any.

Requests to clarify the source of materials, equipment, Suppliers or any other such matter that does not modify, change, increase, or decrease the scope of work or requirements of the Contract Documents requires no action by WETA other than a response to the Offeror requesting the clarification. Requests to clarify possibly ambiguous or incomplete statements or designs, or any other such clarification which modifies, changes, increases or decreases the scope of work, requires issuance of an Addendum by WETA for the interpretation to become effective.

Requests for approved equal must be submitted as described in Section 01 25 13.

F. INCURRED COSTS

No costs incurred by Offerors or their agents in preparing proposals, including travel and personal expenses, may be charged as an expense of performing the Contract. Likewise, WETA assumes

no obligations, responsibilities, or liabilities, fiscal or otherwise, to reimburse any of the costs incurred by Offerors or their agents in preparing a proposal or otherwise responding to this RFP.

G. JOINT VENTURES

Joint ventures are acceptable for performing this Contract. Joint venture Offerors shall stipulate the members of the Joint Venture and shall provide a copy of the joint venture agreement, with amendments, with the Proposal. Unless clear in such agreement, the Proposal must also include supporting documentation describing the key management personnel and proposed management structure of the joint venture. This information must include an explanation of how the companies will relate to each other and ensure a clear chain of command for this Contract. The Proposal must also identify the joint venture partner that will provide the required bonds.

All provisions of the Proposal are binding on each entity comprising the joint venture.

The joint venture agreement and supporting information will be subject to WETA review and approval. WETA reserves the right to reject any joint venture Proposal submitted without the joint venture agreement and supporting information.

H. CONFLICTS OF INTEREST

Organizational conflicts of interest are created by circumstances arising out of consultants' or contractors' existing or past activities, business or financial interests, familial relationships, contractual relationships, or organizational structure (e.g., parent entities, subsidiaries, affiliates) that result in: (i) impairment or potential impairment of consultants' or contractors' ability to render impartial assistance or advice to WETA, (ii) impairment or potential impairment of consultants' or contractors' objectivity in performing work for WETA, (iii) an unfair competitive advantage for any Offeror with respect to WETA's procurement (including, but not limited to, through access to nonpublic information or assisting WETA in the preparation of the RFP or the design-build contract), or (iv) a perception or appearance of impropriety or unfair competitive advantage with respect to any of WETA's procurements or contracts (irrespective of whether such perception is accurate).

No employee of WETA or any member of the Board may have any personal or financial interest, direct or indirect, in the contract (or any contract executed subsequently in connection herewith) during his or her tenure or for one year thereafter. No member of or delegate to Congress, or any resident commissioner, may be admitted to any share or part of any contract awarded, or to any benefit arising from it.

Offerors will be required to submit an Organizational Conflicts of Interest Disclosure (Appendix D, Form N) with their proposals, which will include information concerning organizational conflicts of interest and disclose all relevant facts concerning any past, present or currently planned interests that may present an organizational conflict of interest. Failure of any identified team member to complete this form may result in the entire Offeror team being determined ineligible for award.

Offeror must state how its interests or those of any of its team members, consultants, contractors or subcontractors, including the interests of any chief executives, directors or key personnel thereof, may result in, or could be viewed as, an organizational conflict of interest. In addition to contractors' and subcontractors' obligations to avoid conflicts of interest, WETA also monitors for potential conflicts. WETA reviews all potential conflicts, whether actual or apparent, on a case-by-case basis. WETA, at its sole discretion, will determine whether an actual or potential organizational conflict of interest, or the appearance of any such organizational conflict of interest, exists and whether the proposed measures are sufficient to overcome the actual, perceived, or potential conflict and whether the Offeror may continue with the procurement process. Nothing in this RFP is intended to operate as a waiver of either actual, potential, or apparent conflicts.

The selected Design-Builder will be required to submit an Organizational Conflict of Interest Disclosure form for all contractors and subcontractors within 10 days after execution of the design-build contract.

By submitting its Proposal, each Offeror agrees that, if an organizational conflict of interest is thereafter discovered, Offeror must make an immediate and full written disclosure to WETA that includes a description of the conflicts and the action that Offeror has taken or proposes to take to avoid or mitigate such conflict(s). If an organizational conflict of interest that Offeror knew, or should have known about, but failed to disclose is determined to exist during the procurement process, WETA may, at its sole discretion, disqualify Offeror at any time.

If an organizational conflict of interest that Offeror knew, or should have known about, but failed to disclose exists and Offeror has entered into the design-build Contract, WETA may, at its sole discretion, terminate the contract at any time. In either case, WETA reserves all legal rights and remedies.

Firms that have been engaged in preparing this RFP and design-build contract are ineligible to participate as part of a Respondent. These firms include:

a. Foth & Van Dyke and Associates, Inc.

b. Hanson Bridgett LLP

The above listed firms, and their respective directors, officers, partners, employees and persons or legal entities Related to them (A person or company is “Related” to another person or legal entity if: One may exercise Control over the other; or each is under the direct or indirect Control of the same ultimate person or legal entity. For purposes of this solicitation, a person or legal entity exercises “Control” of another if it is the owner of any legal, beneficial or equitable interest in 50% or more of the voting securities in a corporation, partnership, joint venture or other person or entity, or if it has the capacity to control the composition of the majority of the board of directors of any such person or entity, or to control the decisions made by or on behalf of any such person or entity, or otherwise has the ability to direct or cause the direction of the management, actions or policies of any such person or entity (whether formally or informally); and the terms “Controlling” and Controlled” have corresponding meanings) are not eligible to participate on Respondent's team, or advise any team member, directly or indirectly, or participate in any way as an employee, advisor, or consultant or otherwise in connection with any Respondents in matters related to the Project.

Each Offeror will ensure that each team member does not use, consult, include or seek advice from any of the above listed firms in matters related to the Project. However, the above listed firms are allowed to advise any Offeror on matters unrelated to the Project. Finally, Offerors should be aware that the list above is not exhaustive and that a person/firm that is not included on the list may still be prohibited from participating in the Project. However, the fact that a person/firm provides or has provided services to WETA may not automatically prohibit such person from participating in the Project.

Consultants, contractors, subconsultants, and subcontractors to these entities may, depending on their work, also be ineligible to participate as part of an Offeror's team. Any firm or person serving as consultant, or contractor, subconsultant, or subcontractor to either of the above and that wish to participate in the RFP should describe the nature and extent of their scope of work under the existing subcontract as well as under the proposed contract with the proposed Offeror in the Organizational Conflict of Interest Disclosure that is required to be submitted with the Proposal.

Failure to comply with this section may disqualify an offeror from participation in this solicitation.

I. COMMUNICATION BETWEEN WETA AND OFFERORS

Except as may be modified through addenda to this RFP, all communication between Offeror and WETA prior to award shall be made to WETA's authorized representative, Chad Mason, in writing via Bonfire at https://WETA.bonfirehub.com.

This restriction applies equally to Offeror, its agents and consultants. For purposes of this paragraph, WETA shall be interpreted to include WETA's PEC, officers, administrators, staff, and consultants working for WETA in connection with this procurement.

If Offeror has meetings or discussions regarding this procurement with stakeholder agencies or entities other than WETA, Offeror shall be responsible for verifying with WETA's Authorized Representative any Project-related information it receives from those agencies or entities.

WETA may in its sole discretion, disqualify from this procurement any Offeror that violates these rules of contact.

J. THE RESPONSIBILITY OF OFFEROR

Offeror shall be responsible for reviewing the RFP Documents and any addenda that WETA issues prior to the Proposal Due Date, and for requesting written clarification or interpretation of any perceived mistake, discrepancy, deficiency, ambiguity, error, or omission contained therein, or of any provision that Offeror does not understand. Failure of Offeror to so examine and inform itself shall be at its sole risk, and no relief for error or omission will be provided by WETA. Submit all requests for clarification electronically to WETA's Authorized Representative. All requests for clarification are due to WETA by the deadline set forth the procurement schedule Appendix B except as modified by addendum to this RFP.

K. ASSIGNMENTS

Assignment of rights and duties under the Contract Documents is not permitted except by prior written consent by WETA. Offeror's attention is directed to General Conditions Section 13.2 for additional restrictions regarding assignment.

L. LABOR POLICY

Federal and State prevailing wages apply to the Project. The applicable prevailing wages will be addressed in the Agreement. Refer to Sections 00 72 10, 00 73 00, and 00 11 16 for prevailing wage and other Labor Code requirements.

M. DBE AND SBE PROGRAM

WETA is committed to and has adopted a Diversity Program for Contracts for the participation of Disadvantaged Business Enterprises (DBEs) and Small Business Enterprises (SBEs) in WETA contracting opportunities in accordance with 49 CFR Part 26, as may be amended. It is the policy of WETA to ensure nondiscrimination in the award and administration of contracts assisted by the U.S. Department of Transportation. Proposers must cooperate with WETA in meeting these commitments and objectives.

There is no DBE/SBE contract-specific goal or DBE/SBE project goal applicable to this Project. WETA has a race-neutral overall 0.14% DBE Goal and 5% SBE goal. Please refer to Section 00 72 10, subsection 26, for the DBE/SBE requirements applicable to this RFP and any contract awarded pursuant to this RFP.

N. EQUAL EMPLOYMENT OPPORTUNITY

Per 49 CFR, Part 26, as amended, 49 U.S.C. 5332(b), and Title VI of the Civil Rights Act of 1964 "no person in the United States shall on the grounds of race, color, religion, national origin, sex, or age be excluded from the participation in, be denied the benefits of, or be subjected to discrimination under any project, program, or activity funded in whole or in part through financial assistance under this Act." This applies to employment and business opportunities under this procurement and the resulting contact, if any.

O. LOBBYING CERTIFICATION AND DISCLOSURE OF LOBBYING ACTIVITIES

All Offerors shall include an executed Lobbying Certification for Contract, Grants, Loans and Cooperative Agreements form provided in Appendix D (Form F) with its Proposal.

P. SKILLED AND TRAINED WORKFORCE

If awarded a contract for this Project, Design-Builder and all of its subcontractors at every tier must use a skilled and trained workforce to perform all work on the Project that falls within an Apprenticeable Occupation in the building and construction trades. (See Public Contract Code sections 22164 and 2600-2603.) All Offerors must submit the Skilled and Trained Workforce Certification with their Proposal (Appendix D, Form O).

Q. BUY AMERICA ACT

All Offerors must agree to comply with 49 U.S.C. 5323(j) and 49 CFR Part 661, which provide that Federal funds may not be obligated unless steel, iron, and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. All Offerors must submit the appropriate Buy America certifications to WETA with their proposal (Appendix D, Form E). WETA will not award a contract to a Offeror that does not certify compliance with the Buy America requirements on the Buy America Certificate. Offerors should notify WETA during the request for clarifications period if they have questions regarding the Buy America requirements.

3. EVALUATION AND AWARD PROCESS GENERAL PROCEDURES

WETA's goal is to create a fair and uniform basis for the evaluation of the proposals in compliance with all applicable legal requirements governing this procurement. WETA will use its standard procedures for proposal evaluation. The procedures provide for a PEC, guidelines for the evaluation, documentation of the process, maintenance supporting data and approval by WETA Authority.

The PEC will evaluate the Technical Proposals submitted in response to this RFP. The evaluation will be conducted in accordance with Sections 3 and 4 of this ITO.

The PEC will then open and evaluate the Price Proposals.

Nothing contained in this section shall be construed as depriving WETA of its full discretion allowed by law in the matter of awarding the Contract.

A. REQUIREMENTS PRIOR TO SUBMITTING A PROPOSAL

Submission of a Proposal signifies that Offeror has made a careful examination of Contract Documents and has a complete understanding of the nature, extent and location of Work to be

performed. Submission of a Proposal shall constitute the Offeror's express representation to WETA that Offeror has fully examined, with appropriate care and diligence, the Contract Documents.

B. POSTPONEMENT OF OPENING

WETA reserves the right to postpone the date and time for receiving and/or opening of proposals at any time prior to the date and time established in this RFP. Postponement notices, if any, will be issued as Addenda.

C. QUALIFICATIONS OF OFFEROR

To be considered for this Project, the Offeror and any firms participating as Subcontractors must be qualified per 2.A above and remain so throughout the duration of the project. Offerors must be eligible to bid on public works projects (see Pub. Cont. Code § 6109).

Each Proposal will be reviewed for (a) conformance to the RFP instructions regarding organization and format, and (b) the responsiveness of the Offeror to the requirements set forth in this RFP. Those Proposals not responsive to this RFP may be excluded from further consideration and the Offeror will be so advised. WETA may also exclude from consideration any Offeror whose Proposal contains a material misrepresentation. WETA reserves the right to waive minor informalities, irregularities and apparent clerical mistakes which are unrelated to the substantive content of the Proposals.

Each Proposal will be evaluated to determine whether the Offeror's team has demonstrated appropriate design and construction competence and experience. Only Proposals meeting this qualification will be evaluated further.

Price proposals must demonstrate financial capacity to perform this project, as demonstrated by a letter from a surety indicating that the Offeror will be able to obtain payment and performance bonds in the amount of the offeror's price proposal. Proposals not meeting this qualification will be considered not-responsible and will be rejected.

D. RIGHT OF REJECTION / NON-RESPONSIVE PROPOSALS

Offerors that do not comply with the requirements of this RFP may be declared non-responsive and their Proposal may be rejected. WETA may reject Proposals if they are incomplete, fail to acknowledge Addenda, are improperly signed, are conditioned in any way, or do not comply with and address all terms and requirements of the Contract Documents, including this RFP. However, WETA reserves the right to waive any such irregularities when it is in WETA's interest to do so.

WETA reserves the right to modify or cancel in part or in its entirety this RFP.

WETA reserves the right to disqualify Offerors and reject their Proposals prior to the award of the Contract for any reason, including, but not limited to, any of the following:

a. Offeror does not meet the qualifications of this RFP, including: a) design and construction competence and experience reflecting the work required for this project; and b) financial capacity to perform this project.

b. Offeror has significant uncompleted work under other contracts which, in the judgment of WETA, might hinder Offeror's ability to complete work for this Project.

c. Failure to pay, or satisfactorily settle, all bills due for labor and material on previous contracts in force at the time of issuance of proposals.

d. Failure to comply with any proposal requirements in this RFP.

e. Default under previous contracts, or fraud or dishonesty in the performance of previous contracts.

f. Unsatisfactory performance record, judged from the standpoint of conduct of work, workmanship, or progress, as shown by past or current work.

g. Failure to reimburse WETA for moneys owed on any previous contracts.

h. Evidence of collusion among Offerors. Participants in such collusion will receive no recognition as Offerors for any future work of WETA until any such participants shall have been reinstated as qualified Contractors.

i. Failure to properly complete and submit, in ink or type print, any and all required proposal documents.

j. There are unauthorized additions, conditional or alternative technical and/or price proposals, or irregularities of any kind which may tend to make the proposal incomplete, indefinite, or ambiguous as to its meaning.

k. Offeror adds any provisions reserving the right to accept or reject any award or fails to enter into a contract pursuant to an award.

l. Offeror has not acknowledged receipt of each Addenda by its assigned number and date of issue.

m. The proposal fails to include all information specified in Appendix C.

n. Offeror does not fully comply with all terms of the RFP.

o. Offeror fails to permit WETA to conduct On-Site Quality Assessments or if factual discrepancies in Offeror's proposal are disclosed through On-Site Quality Assessments or other means.

p. Proposal initially determined to be in the competitive range is subsequently determined to be non-competitive.

q. The price proposal is in a format that fails to comply with the RFP requirements.

E. CONFIDENTIALITY

The California Public Records Act ("CPRA") (Government Code Sections 7920.000 *et seq*.) mandates public access to public records not exempt from disclosure under the CPRA. Therefore, unless the information is exempt from disclosure by law, the content of the proposal, as well as any other written communication between WETA and a Offeror, is a public record that must be made available to the public upon request.

1. Confidentiality Index and Waiver of Claims

If the Offeror believes its proposal, any other communications with WETA, or any documents or materials of any kind provided to WETA to supplement or explain its proposal, or in response to any WETA inquiry or request in connection with this RFP ("supplemental materials"), contains information exempt from disclosure under the CPRA, including trade secrets or other proprietary information that the Offeror believes would cause substantial injury to the Offeror's competitive

position if disclosed, the Offeror must request that the District withhold from disclosure the exempt information by submitting:

(1) An unredacted copy of the proposal, communication and/or supplemental materials marking each page containing such exempt information as confidential; and

(2) A redacted copy of the proposal, communication and/or supplemental materials that redacts the purportedly exempt information; and

(3) A "confidentiality index" that complies with the following requirements:

i. For proposals, the confidentiality index must include: (a) the section and page number of the proposal where the information except from disclosure is located; and (b) an explanation of why the information is exempt from disclosure under the CPRA.

ii. For communications and supplemental materials, the confidentiality index must include: (a) the section and page number of the communication or supplemental document where the information except from disclosure is located, as appropriate; and (b) an explanation of why the information is exempt from disclosure under the CPRA.

(4) A signed letter with the following statement: "By submitting this [proposal/communication/supplemental material], Offeror agrees to indemnify, defend, and hold harmless WETA, its directors, officers, employees and agents, from any and against all damages (including but not limited to attorneys' fees that may be awarded to the party requesting the Offeror information), and pay any and all cost and expenses, including attorneys' fees, related to the withholding of the information included in the confidentiality index. If Offeror fails to accept a tender of a defense, WETA reserves the right to resolve all claims at its sole discretion, without limiting any rights stated herein."

By submitting a proposal, communication, or supplemental material, Offeror:

(1) Consents to the release of the redacted version of the proposal, communication, or supplemental material; and

(2) Consents to the release of any portion of its proposal, communication, or supplemental material not included in the confidentiality index; and

(3) Waives all claims against WETA, its directors, officers, employees and agents, for the disclosure of such information.

If the Offeror does not include an unredacted copy, redacted copy, confidentiality index and signed indemnification statement, with its proposal, communication, or supplemental material in accordance with the requirements of this section, WETA will have no obligation to withhold any information in the proposal, communication, or supplemental material from disclosure and may release the proposal, communication, or supplemental material without liability to WETA.

A Offeror may not designate its entire proposal or major portions of its proposal as confidential. A Offeror may not designate WETA forms as confidential. WETA will not honor such designations, and will disclose submittals so designated to the public.

2. <u>Review of Confidentiality Index</u>

Upon receipt of a request pursuant to the CPRA seeking a proposal, communication or supplemental material relating to this RFP, WETA may provide the redacted version of the requested record or may withhold information designated in the confidentiality index that is exempt

from disclosure. If WETA determines that information in the confidentiality index is not exempt from disclosure, WETA will give reasonable notice to the Offeror prior to releasing any material listed in the confidentiality index.

In the event of a conflict between the redacted version of a record, the confidentiality index, and confidentiality designations in the body of the record, the redacted version of the record prevails.

3. Confidentiality Indemnity

Offeror agree to indemnify, defend, and hold harmless WETA, its directors, officers, employees and agents, from any and against all damages (including but not limited to attorneys' fees that may be awarded to the party requesting the Offeror information), and pay any and all cost and expenses, including attorneys' fees, related to the withholding of the information included in a confidentiality index. If Offeror fails to accept a tender of a defense, WETA reserves the right to resolve all claims at its sole discretion, without limiting any rights stated herein.

F. JURISDICTION AND VENUE

Any dispute arising out of or relating to the Contract Documents shall be resolved under the laws of the State of California. These laws will control as to procedure and provide the substantive rule of decision. Any appeal of an administrative order or ruling and any other action to enforce any provision of the Contract Documents or to obtain any relief from or remedy in connection with this procurement may be brought only in the superior court for the First Judicial District, pursuant to the California Rules of Appellate Procedure.

G. EVALUATION AND AWARD PROCESS

Appendix B to Volume 1 provides a chronological overview of the selection process for the Contract. The Contract will be awarded to the Offeror that submits the Proposal which provides the best value considering both the Technical Proposal and the Price Proposal.

H. TECHNICAL EVALUATION

a. Submission

Offerors submit their Technical Proposal and Proposal Forms in accordance with the terms of the RFP, including any Addenda thereto.

b. Administrative Review

Each opened Technical Proposal will be reviewed for (a) conformance to the RFP instructions regarding organization and format and (b) the responsiveness of the Offeror to the requirements set forth in this RFP. Only Proposals meeting this qualification will be evaluated further.

c. Initial Evaluation of Technical Proposals

The PEC will evaluate the Technical Proposals. The initial evaluation will be based on information submitted in writing as part of the proposal package. The relative importance of the categories are set forth below.

Factor	Category	Possible Points
A	Technical Approach / Management Plan	**25**

Factor	Category	Possible Points
B	Experience / References	**35**
C	Team Qualifications	**30**
D	Environmental Awareness / Safety	**10**
	TOTAL POINTS FOR TECHNICAL PROPOSAL	**100**

The PEC will make a preliminary determination of the competitive range of Offerors based on this initial evaluation. All Offerors will be advised of their status.

d. Interviews

The PEC may require that some or all Offerors attend an interview (may be in person or conducted via telephone per WETA's request) in order to answer questions and provide clarification regarding their Proposals. WETA also reserves the right to require that clarifications be made by Offerors in writing.

WETA anticipates that only Offerors judged to be in the competitive range following the initial technical evaluation will be required to participate in interviews however, WETA reserves the right to require any Offeror to attend an interview or provide written clarifications to their proposals.

e. Completion of Technical Evaluation

The information and clarifications from the interviews, if any, may be used to revise the results of the initial technical evaluation. Offerors judged to be in the competitive range at this point will then have their Price Proposals opened.

Offerors not in the competitive range will not have their Price Proposal opened.

f. On-Site Quality Assessment

Offerors determined to be in the competitive range as a result of the Technical Proposal Evaluation shall make their facilities available for an On-Site Quality Assessment if the PEC so requires. WETA, at its sole discretion may elect to perform an on-site quality assessment following best value determination as described below.

I. PRICE PROPOSAL EVALUATION

a. Submission

Offerors shall complete and submit a Price Proposal, together with all of the Price Proposal Forms referenced in Appendix C to Volume 1. Price proposals shall be submitted through the online Bonfire Portal at:

https://WETA.bonfirehub.com

b. Administrative Review

Each opened Price Proposal will be reviewed for (a) conformance to the RFP instructions regarding organization and format, and (b) financial capacity to perform this Project, as demonstrated by a letter from a surety indicating that the Offeror will be able to obtain payment and performance bonds in the amount of the Offeror's Price Proposal. Only Price Proposals meeting this qualification will be evaluated further.

c. Price Ranking

The Price Proposals for Offerors in the competitive range will be evaluated to determine a price score that will be added to the technical evaluation score. The price score will be determined using the following formula:

Price Score = 100 x (L / P)

Where
P is the proposed price being ranked
L is the lowest price proposed

d. Final Ranking

For each Offeror in the competitive range, Technical Proposal point totals will be added to the Offerors' Price Score to determine a final score for each Offeror out of a total possible 100 points. Price will be 50% of the total score and Technical Proposal will be 50% of the total score. The highest point total will be deemed the "best value" proposal.

Total Proposal Score = (Technical Proposal Score x .50) + (Price Score x .50)

Category	Key Factors	Maximum Possible Points
Price Proposal	Price Scores will be multiplied by .50 to arrive at the total Price Proposal points.	**50**
Technical Proposal	Scores for Technical Proposals will be multiplied by .50 to arrive at the total Technical Proposal points.	**50**
	TOTAL POSSIBLE POINTS	**100**

All proposals in the competitive range will be ranked from highest to lowest based on their Total Proposal Scores.

J. BEST VALUE PROPOSAL

After having evaluated the Proposals, WETA may issue a Notice of Intent to Award to the Offeror determined to have submitted the "best value" proposal for WETA as set forth above. WETA may proceed to issue the Notice of Intent to Award without further negotiations. However, WETA may also choose to negotiate with the Offeror whose Proposal was deemed to be the "best value."

K. DEBRIEFINGS

If WETA determines to award a contract pursuant to this RFP, Proposers will be notified of WETA's intent to award the contract at least 72 hours before the contract is awarded by WETA's Executive Director or the WETA Board of Directors. Unsuccessful Offerors may request a debriefing. If requested, debriefings will be provided at a time and location determined by WETA. Debriefings will:

(a) Be limited to discussion of the unsuccessful Offeror's Proposal and will not include specific

discussion of any competing proposals;

(b) Be factual and focus on areas in which the unsuccessful Offeror's Proposal had strengths, weaknesses or deficiencies; and

(c) Treat the evaluation process in the aggregate and will not include discussion of or disseminate information specific to individual evaluators.

L. NEGOTIATIONS

WETA expressly reserves the right to negotiate with any or all Offerors that submitted Price Proposals.

M. REQUESTS FOR BEST AND FINAL OFFERS

WETA may, at any time after receipt of Price Proposals and prior to award and execution of the Contract, determine that it is appropriate to request changes to the Price Proposals (Best and Final Offers). The request for Best and Final Offers will identify any revisions to the RFP and will specify terms and conditions applicable to the Best and Final Offers, including identifying a time and date for delivery. Upon receipt of Best and Final Offers, WETA will re-evaluate the Price Proposals as revised, and will determine proposal ratings as appropriate following the process described above.

If an Offeror does not respond to a request for Best and Final Offers, the last acceptable Proposal submitted will be considered to be the Offeror's Best and Final Offer. Best and Final Offers will be ranked in order of "best value" as in Section 3.I above. This cycle may be repeated until WETA determines that the Proposal most advantageous to WETA has been achieved.

WETA may, but is not required to, issue a Notice of Intent to Award upon concluding evaluation of Best and Final Offers. The Notice of Intent to Award, if issued, will be sent to the Offeror determined to have submitted the "best value" proposal for WETA as set forth above.

N. NOTICE OF INTENT TO AWARD

If the Contract is to be awarded, Offerors will be notified in writing by WETA's Notice of Intent to Award. Each Offeror has an ongoing responsibility to check WETA's website for the Notice of Intent to Award. WETA has no obligation to provide any other notice of WETA's intent to award the Contract.

O. PROTEST PROCEDURES

A protest may be filed for contracts with an expected value in excess of $250,000 only by an Interested Party, defined as an actual or prospective bidder or proposer whose direct economic interest could be affected by WETA's conduct of the solicitation. Interested Parties do not include subcontractors or suppliers of an actual or prospective bidder/proposer, or individual firms that make up a Joint Venture, acting independently of the Joint Venture.

1. Protests Based on RFP Requirements

Protests dealing with restrictive requirements or alleged improprieties in the RFP must be filed no later than ten (10) calendar days prior to the proposal due date. Protests must be in writing (email or mail is acceptable) and addressed to the Executive Director. The protest must contain a statement describing the reasons for the protest and any supporting documentation. Additional materials in support of the initial protest will only be considered if filed within the time limit specified above. The protest must indicate the ruling or relief desired from the Executive Director. Materials submitted by a protester will not be withheld from any other Interested Party, except to the extent that the withholding of information is permitted or required by law or regulation. If the protest

contains proprietary material, a statement advising of this fact may be affixed to the front page of the protest document and the alleged proprietary information must be identified wherever it appears. Notwithstanding a designation of material as proprietary, the Executive Director will have the discretion to determine whether or not such material should be withheld from the other interested parties, and if the Executive Director determines that the material should be made available, the protesting potential proposer waives any claim based on such disclosure.

2. Protests Based on Contract Award

Interested Parties may protest WETA's Notice of Intent to Award the Contract by filing a protest in writing (email or mail is acceptable) with the Executive Director within seventy-two (72) hours after WETA issues the Notice of Intent to Award a Contract. The protest must identify the RFP and specify in detail the grounds of the protest, the facts supporting the protest, and the status of the protester. The protest must include all relevant supporting documentation with the protest at the time of submittal.

3. Submission of Protests

All Protests should be submitted in writing to WETA's Executive Director at seamus.murphy@sfbayferry.com. If a protest does not comply with the above requirements, the protest will not be considered and will be returned to the protester. Evidentiary statements, if any, will be submitted under penalty of perjury. The protester will have the burden of proving its protest by clear and convincing evidence. Failure to file a protest within the applicable period will constitute a waiver of the right to protest the determination, authorization, or award, as applicable, other than any protest based on facts not reasonably ascertainable as of such date.

4. Statements by Other Interested Parties

WETA may distribute a copy of the protest and/or the Executive Director's decision to all proposers. WETA may invite Interested Parties to submit a response to a protest.

5. Resolution of Protest

WETA's Executive Director will respond to protests as soon as possible. The Executive Director will advise the protester of the decision in writing. All decisions of the Executive Director are final, unless the protestor appeals to the FTA as outlined below.

6. FTA Review

If the procurement is subject to FTA procurement rules and requirements, the protester may file an appeal of the Executive Director's final decision with the FTA within five (5) working days of receiving the Executive Director's final decision. The protester should submit a copy of the appeal to the Executive Director. FTA's review of an appeal will be limited to alleged violations of federal law or regulations, as well as allegations that WETA has not reviewed a protest or has not complied with WETA's protest procedures.

P. PRE-AWARD CONFERENCE

If deemed necessary in WETA's sole discretion, the apparent successful Offeror shall participate in a Pre-Award Conference conducted by WETA to clarify and discuss issues of concern and interest to both parties.

Q. CONTRACT AWARD

If the WETA Board acts to award the Contract, the apparent successful Offeror will be required to execute certain additional documents (see Paragraph IV of Appendix C) per Section 9 below.

Failure to supply all required documents, including a properly signed Contract, within the specified time shall be just cause for WETA to rescind the Contract award and consider the second ranked Offeror for Contract award.

WETA's execution of the Contract is contingent upon resolution of any properly filed protests, receipt by WETA of all required documents and resolution, to WETA's satisfaction, of all issues raised during the Pre-Award Conference.

WETA shall make its best efforts to maintain the Contract Award Schedule stated in Appendix B of Volume 1, as may be adjusted and/or modified through the issuance of Addenda. However, failure to do so will not affect WETA's rights under these Contract Documents. WETA will use best efforts to award the Contract, if the Contract is to be awarded, within forty-five (45) calendar days after the date WETA issues the Notice of Intent to Award, or as soon as is practical thereafter.

R. EXECUTION OF CONTRACT

No Contract shall be considered effective until it has been fully executed by all the parties thereto. WETA reserves the right, after Contract award, to not execute and rescind the Contract for any reason, including but not limited to, failure to supply all required documents within the time allotted or such purpose as set for in these ITO.

S. NOTICE TO PROCEED

Within thirty (30) calendar days after execution of the Contract by WETA, if one is issued, WETA intends to issue the Design Phase Notice to Proceed ("NTP") authorizing the Design-Builder to begin design work chargeable against the Contract. Notwithstanding the foregoing, WETA shall not be required to issue any NTP, and shall, in no event, issue such notice prior to WETA's execution of the Contract and WETA's receipt, review and acceptance of Design-Builder's documents required prior to Design Phase Notice to Proceed.

4. WETA RESERVED RIGHTS AND DISCLAIMERS

A. RESERVED RIGHTS

WETA may investigate the qualifications and Proposal of any Offeror under consideration, may require confirmation of information furnished by an Offeror and may require additional evidence of ability to perform Design-Builder's obligations under the Contract Documents. WETA reserves the right, in its sole discretion, to:

a. Develop the Project in any manner that it, in its sole discretion, deems necessary;

b. Reject any or all proposals, at its discretion, including proposals found to be conditional or incomplete, contain irregularities or found to be not responsive to this RFP;

c. Modify any dates set or projected in the RFP;

d. Cancel, modify or withdraw the RFP in whole or in part;

e. Terminate this procurement and commence a new procurement for part or all of the Project;

f. Terminate evaluations of Proposals received at any time;

g. Suspend and terminate negotiations at any time, elect not to commence negotiations with any responding Offeror and engage in negotiations with other than the highest ranked Offeror;

h. Modify the procurement process (with appropriate notice to Offerors);

i. Waive or permit corrections to data submitted with any response to the RFP until such time as WETA declares in writing that a particular stage or phase of its review of the responses to the RFP has been completed and closed;

j. Disclose information contained in a proposal to the public as described herein;

k. Permit submittal of Addenda and supplements to data previously provided in a proposal pursuant to a request for clarification issued by WETA until such time as WETA declares that a particular stage or phase of its review of the responses to the RFP has been completed and closed;

l. Appoint evaluation committees to review Proposals, make recommendations and seek the assistance of outside technical experts and consultants in proposal evaluation;

m. Disclose information contained in a proposal to the public as described herein;

n. Approve or disapprove changes in Offeror's organization;

o. Accept a proposal other than that which requests the lowest public funds from WETA;

p. Waive deficiencies, informalities and irregularities in proposals; accept and review a non-conforming proposal or seek clarifications or modifications to a proposal;

q. Not issue a NTP after execution of the Contract;

r. Disqualify any Offeror in accordance with the instructions herein; and

s. Exercise any other right reserved or afforded to WETA under the RFP and applicable law.

t. Obtain and consider information related to Offeror's responsibility from other sources. Under FTA requirements, WETA is obligated to obtain and consider, and may disqualify a Offeror based on information obtained from other sources.

B. DISCLAIMERS

The RFP does not commit WETA to enter into any contract or issue a NTP. Except as expressly set forth otherwise, WETA and the State of California assume no obligations, responsibilities, or liabilities, fiscal or otherwise, to reimburse all or part of the costs incurred or alleged to have been incurred by parties considering a response to and/or responding to the RFP. All of such costs shall be borne solely by each Offeror.

In no event shall WETA be bound by, or liable for, any obligations with respect to the Project until such time (if at all) as the Contract Documents, in form and substance satisfactory to WETA, have been authorized and executed by WETA and, then, only to the extent set forth therein. In submitting a proposal in response to the RFP, Offeror is specifically acknowledging these disclaimers.

5. PROPOSAL PREPARATION INSTRUCTIONS - GENERAL

A. GENERAL SUBMISSION REQUIREMENTS

a. Proposal Deadlines

Technical and Price Proposals must be received no later than the time and date indicated in the Notice Inviting Proposals, as modified by addenda, if any. Forms marked with an asterisk in Appendix D are due within 5 working days after the Technical and Price proposal submission date.

b. Late Responses

WETA will not consider late proposals. Proposals and/or revision or withdrawal requests received after the date and time set for their receipt will be returned to Offeror without consideration or evaluation.

c. Proposal Delivery

Offerors must deliver the Technical Proposal and Price Proposal to the online Bonfire Portal at:

https://WETA.bonfirehub.com

To use Bonfire, Proposers must use a supported browser (i.e., Internet Explorer 11, Microsoft Edge, Google Chrome, or Mozilla Firefox), and Javascript and browser cookies must be enabled. In addition, Bonfire suggests using a desktop or non-mobile device.

For any issues with submissions, Proposers should contact Bonfire at Support@GoBonfire.com or visit Bonfire's help forum at https://help.bonfire.com/en/.

WETA will not accept, consider or evaluate electronic submittals, including email, telegraphic or tele-facsimile, nor hard copies delivered to WETA.

WETA assumes no liability for incorrect submission of proposals.

d. Authorized Signature

Proposals shall be signed by an individual authorized to bind the Offeror to its proposal.

e. Proposal Term

No proposal may be withdrawn on or after the deadline for receipt of proposals. For Contract award, proposals submitted in accordance with this RFP shall remain firm and valid for a period of One Hundred Eighty (180) calendar days from the submission deadline set for the process.

f. Proposal Withdrawal and Revision

An Offeror may withdraw or revise its proposal after it has been submitted, provided that the withdrawal is conducted or final revision is received by WETA on the online Bonfire Portal before the time and date set for opening of the Proposals.

Any revisions shall conform in all respects to the requirements for submission of a proposal. The revision must contain complete Proposal sections, complete pages or complete forms as described in this RFP and shall otherwise conform to all of the requirements of an original submission. Line item changes will not be accepted.

B. PROPOSAL FORMAT REQUIREMENTS

a. General

Proposals shall be appropriately electronically tabbed using Bookmarks for ease of reference. All words in the Proposal must be typed.

The proposals must contain required information in sufficient detail to permit evaluation. WETA considers the quality of information to be more important than quantity.

Proposals which do not properly follow format requirements may, at WETA's sole discretion, be declared non-responsive and rejected.

b. Proposals

Proposals shall be submitted per the format described in Appendix C. The Table of Contents shall provide inclusive page numbers to facilitate a completeness check prior to evaluation.

6. TECHNICAL PROPOSAL REQUIREMENTS

Offerors shall provide a Technical Proposal composed of all deliverables and related information outlined in Appendix C. General formatting requirements shall conform to the following:

(a) Proposal front cover shall clearly show the following:

[Offeror Name]

Proposal to Provide Design-Build Services

Vallejo Ferry Terminal Reconfiguration Project, Vallejo, CA

(b) Proposals shall be in English.

(c) All narrative text shall be no smaller than 11-point in a standard font typeface. Text for charts, exhibits, and other illustrative and graphical information may be no smaller than 10-point font.

(d) Page size – Except for charts, exhibits, and other illustrative and graphical information, print all information on 8.5-inch by 11-inch paper. Charts, exhibits, and other illustrative and graphical information may be on 11-inch by 17-inch paper. The 11-inch by 17-inch paper will be counted as one page.

(e) Page margins – No text, tables, figures, photos, or other substantive content shall be printed within 0.50 inch of any page edge.

(f) Page limits – See applicable page limits in Appendix C.

(g) Dividers – Use section dividers to separate each section in the proposal. Each divider shall contain the section number and title in accordance with Appendix C. The dividers will not count toward the proposal's page count.

7. PRICE PROPOSAL

A. PRICE PROPOSAL SUBMISSION

The Price Proposal Forms shall be submitted as set forth in Appendix C to Volume 1.

The completed Price Proposal Forms (Form K-1 and K-2) is to be the first item in the Price Proposal following the Table of Contents. Forms listed in Appendix C which are missing required information may be deemed non-responsive.

Offerors shall prepare and submit a Preliminary Schedule of Values using the form provided in Form K-2 “Preliminary Schedule of Values.” Offerors shall include the Offeror’s daily overhead rate as an Informational Price item. This information will not be used as part of the selection criteria or have any value on scoring. This information may be used after the Contract is awarded for negotiation of price adjustments and Change Orders or during the settlement of disputes and claims.

B. OTHER PROPOSAL FORMS

Offeror shall complete the forms required in Appendix D. For Form B-2, Offeror shall list of all subcontractors, vendors or suppliers who will have a proposed subcontract value greater than 0.5% of the Total Contract Price.

C. PRICE PROPOSAL FORM FOR BEST AND FINAL OFFER

A revised Price Proposal Form may be required for Best and Final Offers if this step is used. If such a form is required, it will be provided with the Request for Best and Final Offers.

8. CONTRACT

Within fourteen (14) calendar days after WETA Board action to Award the Contract, the Selected Offeror will be required to execute a contract with WETA, a sample of which is included in Section 00 50 00 "Design-Build Agreement Form" (as amended by any Addenda issued by WETA amending the Agreement). Offeror must review all of the terms and conditions set forth in the Design-Build Agreement Form. Submittal of a proposal will be deemed acceptance of all of the terms set forth in this RFP and the Design-Build Agreement Form unless the Offeror includes any modifications requested to the Design-Build Agreement Form in its cover letter, or in an attachment thereto. All requests for exceptions must be in writing, separately identified, and delineated for each section of the Design-Build Agreement Form. WETA reserves the right to request further clarification of any requested exception during negotiations and to exclude unacceptable exception(s). No exceptions may be requested after the deadline for the submittal of proposals.

SECTION 00 50 00

DESIGN-BUILD AGREEMENT FORM

San Francisco Bay Area Water Emergency Transportation Authority
Vallejo Ferry Terminal Reconfiguration Project, Vallejo, CA
#25-053

This **AGREEMENT** is made as of the day of in the year of 2026, by and between the following parties, for services in connection with the Project identified below.

OWNER:

San Francisco Bay Area Water Emergency Transportation Authority ("WETA")
375 Beale Street, Suite 310
San Francisco, CA 94105

DESIGN-BUILDER:

_____

_____

_____

PROJECT:

Vallejo Ferry Terminal Reconfiguration Project, Vallejo, CA 25-053

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 will perform all permitting, surveying, scheduling, architectural and engineering design, and construction services, and provide all material, equipment, tools and labor, necessary to complete the Work described in and reasonably inferable from the Contract Documents. The Work is described in more detail in the Contract Documents.

Article 2
Contract Documents

2.1 The Contract Documents are comprised of the following:

.1 All written modifications, amendments, minor changes and Change Orders to the Contract Documents;

.2 This Agreement, including all exhibits and attachments, executed by Owner and Design-Builder;

.3 Written Supplemental Conditions, Standard and Special Provisions including
a) Section 00 73 00 “Supplemental Conditions,” and
b) Section 00 72 10 “FTA General Provisions”

.4 Section 00 72 00, **"**General Conditions of Contract Between Owner and Design-Builder**"**;

.5 Division 01 General Requirements (Volume 1), including Appendices A-D;

.6 Permitting requirements, including
a) City of Vallejo Development Review Approval
b) California Environmental Quality Act (CEQA)
c) California Department of Fish and Wildlife (CDFW)
d) National Oceanic and Atmospheric Administration (NOAA) National Marine Fisheries Survey (NMFS)
e) SF Regional Water Quality Control Board (RWQCB)
f) San Francisco Bay Conservations and Development Commission (BCDC)
g) United States Army Corps of Engineers (USACE)
h) Other government Permits

.7 Divisions 02-35 Technical Specifications (Volume 2), Technical Reference Documents (Volume 3), Permits and Approvals (Volume 4), Basis of Design and Preliminary Design Drawings (Volume 5) (collectively, Bridging Documents);

.8 Design Documents and Construction Documents prepared and approved in accordance with Section 2.4 of the General Conditions;

.9 The remainder of Division 00 Documents (Volume 1); and

.10 The Design-Builder’s Proposal which includes both the Technical and Price proposals.

Article 3
Interpretation and Intent

3.1 Design-Builder, prior to execution of the Agreement, has carefully reviewed all the Contract Documents for any conflicts or ambiguities. Design-Builder has identified to the Owner any conflicts or ambiguities that are known.

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. In determining whether a conflict exists between the Proposal and other Contract Documents, to the extent that the Proposal can reasonably be interpreted as an offer to provide higher quality items than otherwise required by the Contract Documents or to perform services in addition to those otherwise required, or otherwise contains terms which Owner considers to be more advantageous than the requirements of the other Contract Documents, the Proposal shall not be considered in conflict with the other Contract Documents, and Design-Builder's obligations hereunder shall include compliance with all such statements, offers and terms.

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

3.4 Not used.

3.5 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.

3.6 In the event of an ambiguity in the Contract Documents, the parties shall be deemed to have jointly authored them, and as such, nothing shall be construed against or in favor of one party based on its being deemed the sole author.

Article 4
Ownership of Work Product

4.1 Data to be Furnished by Owner. All data, drawings, specifications, reports, surveys, studies, drawings, software (object or source code), electronic databases, and any other information, documents or materials ("Owner Data") made available to Design-Builder by Owner for use by Design-Builder in the performance of its services under this Agreement shall remain the property of Owner and shall be returned to Owner at the completion or termination of this Agreement. No license to such Owner Data, outside of the Scope of Work of the Project, is conferred or implied by Design-Builder's use or possession of such Owner Data. Any updates, revisions, additions or enhancements to such Owner Data made by Design-Builder in the context of the Project shall be the property of Owner and subject to the provisions of Section 4.2.

4.2 Rights to Work Product. All drawings, designs, specifications, manuals, reports, studies, surveys, models, software, source code and source code documentation, documentation or system architecture and any other documents, materials, data and products, including Design Documents and Construction Documents ("Work Product") prepared or assembled by Design-Builder or its Subcontractors pursuant to

this Agreement shall be the property of Owner, and copies shall be delivered to Owner promptly upon Final Completion of the Work or upon an earlier termination of this Agreement. Design-Builder hereby assigns to Owner ownership of all right, title and interest in and to such Work Products, including ownership of the entire copyright in the Work Product. Design-Builder also agrees to execute all papers necessary for Owner to perfect its ownership of the entire copyright in the Work Product. Design-Builder shall be responsible for the preservation of any and all such Work Products prior to transmittal to Owner, and Design-Builder shall replace any such Work Products as are lost, destroyed, or damaged while in its possession without additional cost to Owner.

4.3 Owner's Rights upon Owner's Termination for Convenience. If Owner terminates this Agreement for its convenience as set forth in Article 8 hereof, upon Owner's payment in full of the amounts due on termination of Design-Builder under the Contract Documents, Owner shall thereafter have the same rights as set forth in Section 4.2 and may occupy the Project.

4.4 Owner's Rights upon Design-Builder's Default. If this Agreement is terminated due to Design-Builder's default pursuant to Section 8.4 of this Agreement, the Owner shall thereafter have the same rights as set forth in Section 4.2 and may occupy the Project.

Article 5
Contract Time

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

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

5.3 Substantial Completion

5.3.1 Substantial Completion of the entire Work shall be achieved by December 15, 2027 ("Scheduled Substantial Completion Date").

5.3.2 Schedule for Preparation of Design and Construction Documents and Governmental Approvals and permits shall be the responsibility of the Design-Builder and shall be sequenced to achieve the Scheduled Substantial Completion Date.

5.3.3 Substantial Completion of the Work shall be achieved as expeditiously as reasonably practicable. Substantial Completion is the date when 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.

5.4 Final Completion

5.4.1 Final Completion of the entire Work shall be achieved 60 calendar days after Substantial Completion ("Final Completion Date").

5.4.2 Final Completion of the Work shall be achieved as expeditiously as reasonably practicable. Final Completion is the date when all Work is complete and Final Acceptance is documented as set forth in Section 6.7 of the General Conditions. Contractor shall complete the entire Work under this Agreement including satisfactory completion of all inspections, tests, documentation, punch list and clean up items, and full demobilization ("Final Completion") within the Contract Time.

5.5 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 for performance of the Work.

5.6 Liquidated Damages

Design-Builder understands that if Substantial Completion or Final Completion is not attained by the Scheduled Substantial and Final Completion Date, Owner will suffer damages which are difficult to determine and accurately specify. Design-Builder agrees that if Substantial or Final Completion is not attained by the Scheduled Substantial and Final Completion Date, Design-Builder shall pay to Owner One Thousand Five Hundred Dollars ($1,500), as liquidated damages for each calendar day that Substantial or Final Completion is delayed beyond the Scheduled Substantial and Final Completion Date.

5.5.1 Design-Builder acknowledges and agrees that the foregoing damages have been set based on an evaluation by Owner of damages to Owner and the public caused by late completion. Design-Builder and Owner agree that the amount of such damages are impossible to ascertain as of the date of execution hereof and the parties have agreed to such Liquidated Damages in order to fix Design-Owner's costs and to avoid later disputes over which items are properly chargeable to Design-Builder. It is understood and agreed by Design-Builder that any Liquidated Damages payable in accordance with this Section 5.6 are in the nature of liquidated damages and not a penalty and that such sums are reasonable in light of the anticipated or actual harm caused by the breach, the difficulties of the proof of loss, and the inconvenience or nonfeasibility of otherwise obtaining an adequate remedy.

5.7 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 Final Completion.

Article 6
Contract Price

6.1 Contract Price. Owner shall pay Design-Builder in accordance with Article 6 of the General Conditions a sum not to exceed _____Dollars ($_____) ("Contract Price" or "Total Price"), subject to adjustments made in accordance with the General Conditions. 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, and the cost of such changes is determined under Sections 9.4 of the General Conditions, the following markups shall be allowed on such changes:

.1 For additive Change Orders, including additive Change Orders arising from both additive and deductive items, it is agreed that Design-Builder shall be entitled to a markup of 10% on materials; 5% on rented equipment; and 5% on Work performed by Subcontractors, provided, however, that the markups of the Subcontractors to the Design-Builder shall not exceed 10% on materials; and 5% on rented equipment, regardless of the number of lower tier Subcontractors performing such work. No markup shall be permitted on the total labor costs as defined in the General Conditions.

.2 Design-Builder agrees that in no event will the combined profit and overhead ("markup") of the supplier(s)/Subcontractor(s) and Design-Builder with respect to any change order work exceed 15 percent (15%). If the Design-Builder is performing all work with its own forces, the

markup may not exceed 10%. If the work under a change order requires the Design-Builder to subcontract work, no more than 10% will be the Design-Builder's markup and no more than 5% will be the subcontractor's markup. The Design-Builder agrees that it will include a provision in each subcontract which conforms to the provisions of this paragraph.

.3 For deductive Change Orders, including deductive Change Orders arising from both additive and deductive items, Owner will deduct the mark-up set forth in the Design Builder's Proposal.

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

Article 7
Procedure for Payment

7.1 Progress Payments

7.1.1 Design-Builder shall submit to Owner on the tenth (10^{th}) 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.

7.1.2 Owner shall make payment within 30 days after Owner's receipt of each properly submitted and approved Application for Payment in accordance with Article 6 of the General Conditions, but in each case less the total of payments previously made, and less amounts properly withheld under Section 6.3 of the General Conditions. If the Application for Payment is not submitted in accordance with Article 6 of the General Conditions, Owner shall, within seven days after Owner's receipt of such Application for Payment, advise Design-Builder of the reasons why the Application for Payment is improper.

7.1.3 Interest. The provisions of the Public Contract Code Section 20104.50 apply to this Agreement. If payment of any undisputed amount is made after the 30th day following the proper submission of a complete Application for Payment, then the payment shall include interest on the amount owing, at the rate set forth in Code of Civil Procedure section 685.010(a), from the 30th day after the payment was due until the date of payment.

7.2

7.3 Final Payment. Design-Builder shall submit its Final Application for Payment to Owner in accordance with Section 6.8 of the General Conditions. If the Final Application for Payment is not submitted in accordance with Article 6.8 of the General Conditions, Owner shall, within seven days after Owner's receipt of such Application for Payment, advise Design-Builder of the reasons why the Final Application for Payment is improper. Owner shall make payment on Design-Builder's properly submitted and accurate Final Application for Payment within 30 days after Owner's receipt of the approved Final Application for Payment, provided that Design-Builder has satisfied the requirements for final payment set forth in Section 6.8.2 of the General Conditions and Owner shall have the right to withhold all amounts to which Owner is entitled to withhold pursuant to Section 6.3 of the General Conditions. Design-Builder agrees to waive and release any and all claims, including claims for additional compensation that are not submitted to Owner before the date of Final Payment.

7.4 Record Keeping and Finance Controls. Design-Builder and Subcontractors 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. Design-Builder must provide all authorized representatives of the Owner and the Federal Transportation Administration (FTA),the State Auditor and the Comptroller General of the United States access to any books, documents, papers and records of the Design-Builder which are related to performance of this Agreement for the purposes of making audits, copies, examinations, excerpts and transcriptions. During the performance of the Work and for a period of four years after Final Payment, Owner, Owner's accountants and consultants, the FTA, the Comptroller General of the United States, and the State Auditor shall be afforded access to, and the right to audit, examine, excerpt and transcribe, Design-Builder's records, books, correspondence, receipts, subcontracts, purchase orders, vouchers, memoranda and other data relating to the Work, all of which Design-Builder shall preserve for a period of four years after Final Payment. Notwithstanding the preceding sentence, in the event of litigation or settlement of claims arising from the performance agreement, Design-Builder agrees to maintain the aforementioned records until the Owner or FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims, or exceptions related thereto. Inspection of the records shall take place at Design-Builder's offices during normal business hours unless another location and time is agreed to by the parties. Design-Builder must permit the FTA Administrator and its contractors access to the sites of performance under this contract as reasonably may be required.

Article 8
Termination

8.1 Owner's Right to Terminate for Convenience. Owner may terminate the Agreement, in whole or in part, at any time and for any reason, whenever Owner shall determine that such termination is in the best interests of Owner. Upon receipt of notice of termination, Design-Builder shall stop work under this Agreement immediately, to the extent provided in the notice of termination, and shall undertake the steps set forth in Section 8.4.4 of the General Conditions. Design-Builder shall also promptly submit its termination claim to Owner. Design-Builder shall be reimbursed for costs incurred for Work up to the time of termination, plus reasonable termination costs, not to exceed the maximum amount payable for the Work under this Agreement. Owner shall not in any manner be liable for the Design-Builder's actual or projected lost profits had the Design-Builder completed the services required by this Agreement. If Design-Builder has any property in its possession belonging to Owner, Design-Builder will account for the same, and dispose of it in the manner Owner directs.

8.2 Not used.

8.3 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 4.2 hereof.

8.4 Owner's Right to Perform and Terminate for Cause

8.4.1. 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 the Design-Builder (vi) abandons, assigns or sublets the Contract without approval of Owner; or (vii) fails to perform material obligations under the Contract Documents, including maintaining a safe workplace,(each an "Event of Default") 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 8.4.2 through 8.4.3 below.

8.4.2. Upon the occurrence of an Event of Default as set forth in Section 8.4.1 above, Owner may provide written notice to Design-Builder that it intends to terminate all or a portion of the Agreement unless the problem cited is cured, or commenced to be cured, within ten (10) 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 declare all or a portion of the Agreement terminated for default by providing written notice to Design-Builder of such declaration.

8.4.3. Upon declaring the Agreement or potion thereof terminated pursuant to Section 8.4.2 above, Owner may enter upon the premises, and any location where the Work is being performed or is located, 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. If Owner's cost and expense of completing the Work exceeds the unpaid balance of the Contract Price, then Design-Builder and its sureties 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 incurred by Owner in connection with the reprocurement arising from Design-Builder's default.

8.4.4. If the Owner elects to terminate for cause, Owner will issue to the Design-Builder a written notice specifying that the Agreement, or portion thereof, is terminated. Upon receipt of said written notice and, except as otherwise directed in writing by Owner, the Design-Builder shall:

.1 Stop all Work under the Agreement; or if partial termination, stop Work relating to the terminated portion of the Agreement;

.2 Perform Work Owner deems necessary to secure the Work Site for termination including measures to leave the worksite in a safe condition;

.3 Remove equipment from the site of Work, as specified by Owner;

.4 Take such action as is reasonably necessary to protect materials from damage.

.5 Notify all Subcontractors and Suppliers that the Agreement or portion thereof is being terminated and that their contracts or orders are not to be further performed unless otherwise authorized in writing by Owner;

.6 Provide Owner with an inventory list of all materials previously produced, purchased or ordered from Suppliers for use in the Work and not yet used in the Work, including its storage location, and such other information as Owner may request;

.7 Dispose of materials not used in the Work as directed by Owner's Designated Representative. It shall be the Design-Builder's responsibility to provide Owner (a) with good title to all materials purchased by Owner hereunder, including materials for which partial payment has been made by Owner and (b) with bills of sale or other documents of title for such materials;

.8 Subject to the prior written approval of Owner, settle all outstanding liabilities and all claims arising out of subcontracts or orders for materials terminated hereunder. To the extent directed by Owner, the Design-Builder shall assign to Owner all rights, title and interests of the Design-Builder under

subcontracts or orders for materials terminated hereunder. Owner shall be at liberty to assume or reject subcontracts, negotiate with and engage any Subcontractors who had contracted with Design-Builder for the Work. Design-Builder agrees to execute assignments and to take any further steps necessary to implement this provision;

.9 Furnish Owner with the documentation required to be furnished by the Design-Builder under the provisions of the Contract Documents; and

.10 Take such other actions as Owner may direct.

8.4.5. If only a portion of the Work has been terminated, Design-Builder shall perform the remainder of the Work in conformity with the Contract Documents and in such a manner as not to interfere with Owner or others in their performance and completion of the portion of the Work which was terminated.

8.4.6. 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 Section 8.1 of the Agreement.

8.4.7. Design-Builder shall not have the right to terminate the Agreement.

8.5 Notwithstanding anything to the contrary contained in this Article 8, if the Agreement is terminated due to non-appropriation of funds, Design-Builder shall be entitled to compensation only for Work performed in the fiscal year in which funds were appropriated up to the amount appropriated therefor, and any other Work for which funds were appropriated, and shall not be entitled to any damages or other payment in connection with the termination.

8.6 Bankruptcy of Design-Builder

8.6.1 If 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:

.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

.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 8.

The rights and remedies in this section 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.

Article 9
Representative of the Parties

9.1 Owner's Representative

Owner designates the individuals listed below as its Owner's Designated Representatives (or "Owner's Representatives"), which individual has the authority and responsibility set forth in Section 3.4 of the General Conditions:

Name: Tim Hanners
Title: Chief Capital Program Officer
Address: 375 Beale Street, Suite 310, San Francisco CA 94105
Telephone: (415)450-5285

Name: Chad Mason
Title: Capital Planning Manager
Address: 375 Beale Street, Suite 310, San Francisco CA 94105
Telephone: (415)235-6468

9.2 Design-Builder's Representatives

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.

Name:
Title:
Address:
Telephone:

Article 10
Insurance and Bonds

10.1 Insurance. Design-Builder shall procure or cause to be procured the insurance coverages set forth in Document 00 73 16 "Insurance Requirements" and in accordance with Article 5 of the General Conditions.

10.2 Bonds and Other Performance Security.

10.2.1 Design-Builder shall provide additional security for the performance of its obligation to complete the Work, through a Performance Bond issued by a surety acceptable to Owner (rated "A-" or better or Class VIII or better by A.M. Best & Company) and authorized to execute bonds in the State of California. The Performance Bond shall guarantee due and punctual performance of all of the Design-Builder's obligations required to be performed hereunder. The Performance Bond shall be in the amount of 100% of the Contract Price, and shall be in effect until the end of all warranty periods in the Contract Documents. In no event shall the existence of the Performance Bond or the stated amount thereof be construed to cap, liquidate, or otherwise modify or limit the amount of damages payable by the Design-Builder hereunder upon the occurrence of a Design-Builder event of default.

10.2.2 Design-Builder shall provide additional security for the payment of its Subcontractors, laborers, Suppliers and materialmen under this Agreement, through a Payment Bond issued by a surety acceptable to Owner (rated "A-" or better or Class VIII or better by A.M. Best & Company) and authorized to execute bonds in the State of California. The Payment Bond shall secure the

payment of the claims of laborers, mechanics or material men employed on the Work under contract. The Payment Bond shall be in the amount of 100% of the Contract Price, and shall be in full force and effect until all work is accepted by Owner and all claims for materials and labor have been paid.

10.2.3 Notwithstanding the foregoing, upon WETA's issuance of Final Acceptance of the Work, the Performance and Payment Bonds may be reduced to an amount equal to 10% of the Contract Price until the expiration of all warranties and settlement of all outstanding warranty claims.

10.2.4 Payment and Performance Bonds shall be in a form provided by the Owner. The form of bonds are provided in Appendix D to Volume 1. The form of Payment bond is provided in Form L-1 "Payment Bond" and the form of Performance Bond is provided in Form L-2 "Performance Bond."

10.2.5 Premiums for bonds shall be incorporated into Design-Builder's proposal. Any change order that increases the premium due under the bond shall be incorporated into each respective change order, including credits. No additional payment shall be due contractor for premiums charged by the surety for final contract amount, or extended terms.

10.2.6 Should the surety become unacceptable to Owner through changes to Best Rating, or authorization to execute bonds in California, Contractor shall immediately provide replacement bonds at no expense to Owner. Failure to provide replacement shall be considered a breach under the Agreement and Owner reserves the right to take what actions it may deem necessary.

Article 11
Other Provisions

11.1 Other provisions, if any, are as follows:

11.1.1 Remedies for breach: The duties and obligations imposed by this Agreement and the rights and remedies available hereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by Owner or Design-Builder shall constitute an approval of or acquiescence in any breach hereunder, except as may be specifically agreed in writing.

11.1.2 Independent Contractor: Design-Builder is an independent contractor and not an employee or agent of Owner and has no authority to contract or enter into any other agreement in the name of Owner. Design-Builder has, and hereby retains, full control over the employment, direction, compensation and discharge of all persons employed by Design-Builder who are assisting in the performance of services under this Agreement. Design-Builder shall be fully responsible for all matters relating to the payment of its employees, including compliance with social security, withholding tax and all other laws and regulations governing such matters. Design-Builder shall be responsible for its own acts and those of its agents and employees during the term of this Agreement.

11.1.3 Appropriation of Funds

.1 Owner, its officers and its employees are not bound by the terms hereof or obligated to make any payment hereunder for Work performed in any fiscal year beyond the amount, if any, appropriated therefor by Owner's Board. Design-Builder is not obligated to perform Work, and correspondingly is not entitled to any compensation for Work performed, in any fiscal year beyond the amount, if any, appropriated therefor by Owner's Board.

.2 In the event that Owner's Board fails to make an appropriation resulting in stoppage of Work, Design-Builder agrees to resume performance of the Work without any modification to the terms and conditions hereof, provided that an appropriation therefor is approved within 60 days after the start of the fiscal year in question. Design-Builder is responsible for maintaining all Design-Builder-provided insurance and bonds during this 60-day period. Any such Work stoppage shall be considered a suspension for convenience under Section 11.1 of the General Conditions. If funds are not appropriated before expiration of such 60-day period, the Agreement shall be terminated.

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.

IN WITNESS WHEREOF, WETA has caused these presents to be executed by WETA's officer thereunto duly authorized, and Design-Builder has subscribed same, all on the day and year first above written.

FOR THE DESIGN-BUILDER:

Name under which business is conducted: _____

Business Address: _____

_____

State _____ Zip Code _____ Telephone _____

Type of business organization: _____

*If a Corporation, incorporated under the laws of the State of: _____

The undersigned certify that they sign this Agreement with full and proper authorization to do so.

By: _____ Print _____

Title: _____

By:* _____ Print _____

Title: _____

Design-Builder's Corporate Seal:

SAN FRANCISCO BAY AREA WATER EMERGENCY TRANSPORTATION AUTHORITY:

By: _____

Name: _____

Its: Executive Director

APPROVED AS TO FORM:

By: _____
Attorney for WETA

*If the Design-Builder is a Corporation, this Agreement *must be executed by two corporate officers*, consisting of:

(1) the President, Vice President, or Chair of the Board, *and*

(2) the Secretary, Assistant Secretary, Chief Financial Officer, or Assistant Treasurer.

Alternatively, this Agreement may be executed by a single officer or a person other than an officer provided that evidence satisfactory to WETA is provided demonstrating that such an individual is authorized to bind the corporation (e.g. a copy of a certified resolution from the corporation's board or a copy of the corporation's bylaws).

END OF DOCUMENT

SECTION 00 61 00

PAYMENT AND PERFORMANCE BONDS

PART 1 - GENERAL

A. The Offeror to whom the Contract is awarded shall furnish the following Contract Bonds:

1. Performance Bond per Paragraph 10.2.1 of the Design-Build Agreement (Section 00 50 00).

2. Payment Bond per Paragraph 10.2.2 of the Design-Build Agreement (Section 00 50 00).

B. Alterations, extensions of time, extra and additional work and other changes authorized by the Contract Documents may be made without securing the consent of the surety or sureties on the Contract Bonds.

C. Form of various bonds are provided in Appendix D to Volume 1.

END OF DOCUMENT

SECTION 00 72 00

GENERAL CONDITIONS

Vallejo Ferry Terminal Reconfiguration Project, Vallejo, CA
#25-053

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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, as set forth under Article 2 of the Agreement.

1.2 Basic Definitions

1.2.1 Definitions and Acronyms

ASTM American Society for Testing and Materials

Cal-OSHA California Occupational Safety and Health Administration

CBC California Building Code

CFR Code of Federal Regulations

CPM Critical Path Method

LS Lump Sum

NEMA National Electrical Manufacturers' Association

ODR Owner's Designated Representative

UL Underwriters' Laboratory

Affidavit refers to a written legal statement sworn to be true under oath and executed with a notary public or other agent certified by the state to administer oaths.

Agreement or **Contract** refers to the executed contract between Owner and Design-Builder, which is included in Section 00 50 00 "Design-Build Agreement Form."

Architect and Engineer of Record means the licensed professionals hired by the Design-Builder to prepare Design Documents and Construction Documentation for the project in compliance with the Bridging Documents, sign and seal the Construction Documents, and review and approve submittals and shop drawings on behalf of the Design-Builder.

As-Built Documents have the meaning set forth in Section 01 77 00 "Closeout Procedures."

Bridging Documents include Preliminary Design Drawings and Technical Specifications prepared on behalf of the Owner that provide information related to the programmatic, functional, aesthetic and quality of the project that will be used as a basis for determining whether the Design-Builder's Design Documents and Construction Documents comply with the Project Design Criteria.

Change Order is a written instrument issued after execution of the Agreement, stating the scope of the change in the Work, the amount of the adjustment to the Contract Price; and the extent of the adjustment to the Contract Time(s).

Construction Documents are all shop drawings, working drawings, fabrication drawings,

installation drawings, catalog cuts, samples and technical specifications necessary for construction, fabrication, manufacture and installation of the Project in accordance with the Contract Documents and in order to inspect that construction, fabrication, manufacture and installation, following approval thereof by Owner and other as required by the Contract Documents.

Construction Phase Notice to Proceed (or Construction Phase NTP) means a written notice given by WETA to the Contractor authorizing the Contractor to begin construction services for the Project.

Contract Documents has the meaning set forth in Article 2 of the Agreement.

Contract Time refers to the time period established in the project schedule to complete all design, construction and installation activities to Final Acceptance.

Contractor or General Contractor means Design-Builder.

County Recorder means the county recorder of Solano County.

Daily Extended Overhead Rate means the contractor overhead incurred each day compensable work is not performed on a project. It is subject to audit per Article 6 paragraph 6.8.4.5 of these General Conditions.

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

Design-Build Team is comprised of the Design-Builder, the Design Consultant, and key Subcontractors and tier consultants as identified by the Design-Builder.

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 or any Subcontractor, to furnish design services required under the Contract Documents. Nothing in these Contract Documents prevent the Design-Builder from furnishing the design work if permitted by applicable Legal Requirements.

Design Documents are all documents prepared by Design-Builder and generally described in Sections 01 11 00 “Summary of Work” and Section 01 12 00 “General Design-Build Requirements” that manifest the “100% construction” design for the Project or any portion, component or element thereof, as the case may be, necessary for the design of the Project in accordance with the Contract Documents, following approval thereof by Owner and others as required by the Contract Documents.

Design Phase Notice to Proceed (or Design Phase NTP) means a written notice given by Owner to the Design-Builder fixing the date on which Contract Time will commence to run, and authorizing the Design-Builder to begin all design services (but not construction) for the Project.

Drawings mean all Preliminary Design Drawings, drawings included in the Design Documents, Construction Documents, Shop Drawings, Working Drawings, and As-Built Drawings, as applicable.

Executive Director means the Executive Director of the San Francisco Bay Area Water Emergency Transportation Authority.

Feature of Work is a discrete element of work accomplished by a work crew. Features of work may consist of a single scheduled task/activity or may incorporate several. They are often

grouped by technical specification sections.

Final Acceptance is documentation attesting to the act of an authorized representative of Owner by which all Work under the Agreement, including the satisfactory completion of inspections, tests and documentation specified in the Contract Documents and the completion of all punch list and clean-up items, is fully and finally completed, as set forth in Section 6.7 of the General Conditions.

Final Completion is the date when all Work is completed and Final Acceptance is documented as set forth in Section 6.7 of the General Conditions.

Final Design Calculations mean the calculations used to support the Design Documents and Drawings.

Force Majeure Events are those unforeseen events that directly affect the Work and that are beyond the control of both Design-Builder and Owner, and are not the caused by the fault or negligence of the Design-Builder, including the events of war or acts of public enemy, floods, strikes, labor disputes and freight embargoes, fire, earthquakes, tidal waves, epidemics, quarantine restrictions, adverse weather conditions not reasonably anticipated, and other acts of God.

General Conditions of Contract or General Conditions refer to these General Conditions of Contract Between Owner and Design-Builder.

Governmental Approval means any approval, authorization, certification, consent, exemption, filing, lease, license, permit, registration or ruling, required by or with any Governmental Person in order to perform the Work, including any modification or supplement to any of the foregoing.

Governmental Person means any federal, state, local or foreign government and any political subdivision or any governmental, quasi-governmental, judicial, public or statutory instrumentality, administrative agency, authority, body or entity other than Owner.

Governmental Rules or Legal Requirements are all applicable federal, state and local laws, codes, ordinances, rules, regulations, orders and decrees of any Governmental Person having jurisdiction over the Project or Site, the practices involved in the Project or Site, or any Work.

Hazardous Materials 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.

Main and Trunkline Utilities means primary utility facilities other than service laterals or appurtenances.

Major Participants are collectively, each equity member of Offeror's team and each other member of Offeror's team, (a) with primary responsibility for design; (b) with primary responsibility for construction; and (c) Subcontractors or vendors with a proposed subcontract or purchase order value greater than 15% of the anticipated Contract value.

Notice of Completion means a notice filed with the County Recorder indicating that the Work has been completed.

Operation and Maintenance Manual means the manual specified in Part 1 Section 01 11 00 "Summary of Work" and Section 01 77 00 "Closeout Procedures" and further described in Section 01 78 23 "Operation and Maintenance Data."

Owner's Architects and Engineers mean the professional consultants hired by the Owner to

prepare the Bridging Documents and to assist the Owner in the review of the Design-Builder's submissions for compliance with the Bridging Documents.

Owner's Representative means Owner's Designated Representative (ODR) as set forth in Section 3.4.1.

Preliminary Design Drawings mean the general drawings showing the plans, elevations, sections, character, dimensions, and details of the Work, that help to describe the programmatic, functional, aesthetic and qualitative aspects of the Project and that will be used in determining whether the Design-Builder's Design Documents and Construction Documents comply with the Bridging Documents.

Price or **Contract Price** has the meaning set forth in Article 6 of the Agreement.

Project means the design and construction/reconfiguration of the Vallejo Ferry Terminal.

Proposal means the Design-Builder's Proposal which includes both the Technical and Price proposals

Record Documents mean Contract Documents modified to reflect changes resulting during construction. Drawings, Submittals, specifications, calculations, reports and other pertinent data that has been accurately updated to indicate the conditions of the Project as they have actually been construction by the Design-Builder.

Reference Documents mean the documents identified as such in Volume 3 or as described in Sections titled "References" in the various technical specifications.

Request for Change or RFC has the meaning set forth in Section 9.7.

Service Line shall mean a Utility line, the function of which is to connect an individual service location (e.g., a single family residence or an industrial warehouse) to another Utility line which connects more than one such individual line to a larger system. The term "Service Line" also includes any Utility on public or private property that services structures located on such property.

Shop Drawings means drawings, plans, diagrams, schedules and other data specifically prepared to demonstrate compliance with the Construction Documents and are submitted to be reviewed by the Architects and Engineers of Record, showing in detail: a) the proposed fabrication and assembly of a special component of the Work; and b) the installation (form, fit and attachment details) of a special component of the Work. Shop Drawings shall be deemed to include Working Drawings, product data, literature, and applicable performance and test data.

Site or **Work Site** shall mean those areas designated in writing by Owner for performance of the Work and such additional areas as may, from time to time, be designated in writing by Owner for Design-Builder's use in performance of the Work. For purposes of insurance (subject to any notification and other requirements imposed by the insurer(s) for approval), indemnification, safety and security requirements, the prevailing wage requirements, and payment for use of equipment, the term "Site" shall also include (a) the field office sites, (b) any property used for bonded storage of material for the Project approved by Owner, (c) staging areas dedicated to the Project, and (d) areas where activities incidental to the Project are being performed by Design-Builder or Subcontractors covered by the worker's compensation policy included in the insurance described in Article 5, but excluding any permanent locations of Design-Builder or such covered Subcontractors.

Subcontractor means any person with whom Design-Builder has entered into any subcontract and any other person with whom any Subcontractor has further subcontracted any part of the

Work to be performed by Design-Builder under the Contract Documents, at all tiers.

Substantial Completion or **Substantially Complete** means 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.

Supplier means any individual, firm, partnership, corporation, joint venture, or combination thereof, other than employees of the Design-Builder, that supplies a tangible product as a portion of the Work, with services usually limited to delivery and/or required testing, and with manufacturing, fabrication, or production facilities located off the Work Site.

Technical Specifications or **Specifications** are the technical details, requirements, and descriptions of Work to be performed under the Agreement. The Technical Specifications comprise Divisions 02 through 35 as applicable of the Contract Documents, as may be amended by Owner.

Time or **Contract Time** has the meaning set forth in Article 8 of the Agreement.

Total Labor Costs are defined for construction labor as actual labor costs including wages, state and federal payroll taxes, workers compensation and fringe benefits, plus a labor surcharge of 33%. Total labor costs for non-construction labor shall be actual wages (i.e. the base wage paid to the employee exclusive of any fringe benefits), plus a labor surcharge of 140% on the amount of the actual wages, which shall constitute full compensation for all state and federal payroll, unemployment and other taxes, insurance, worker's compensation, fringe benefits (including health insurance, retirement plans, vacation, sick leave and bonuses) and all other payments made to, or on behalf of, the workers, in excess of actual wages, as well as for overhead. Total labor costs shall also include the actual subsistence and travel allowance paid to such workmen, provided, however, that no markup will be allowed on subsistence and travel expense.

Utility or utility shall mean a public, private, cooperative, municipal and/or government line, facility or system used for the carriage, transmission and/or distribution of cable television, electric power, telephone, telegraph, water, gas, oil, petroleum products, steam chemicals, sewage, storm water, or any similar commodity.

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.

Work Change Directive means 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).

Working Drawings are original drawings prepared by the Design-Builder and/or its Subcontractors or Suppliers, of any tier, illustrating Work required for construction that will not become an integral part of the completed Work. This includes, but is not limited to, drawings for temporary structures such as decking, bulkheads, excavation supports, utility support, groundwater control, forming, falsework, access roads, staging areas, and staging plans. A Working Drawing is one type of Shop Drawing.

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 whether (i) the Work is proceeding according to schedule, (ii) discrepancies, conflicts, or ambiguities exist in the Contract Documents that require resolution, (iii) health and safety issues exist in connection with the Work; and (iv) other items that require resolution so as not to jeopardize Design-Builder's ability to complete the Work for the Contract Price, as set forth in Article 6.1 of the Agreement, and within the Contract Time(s), as set forth in Article 8 of the Agreement. To accompany the information above, the Monthly Status Report shall also include schedule of values (showing items invoiced), submittal register status and Test Logs.

2.1.3 Design-Builder shall prepare and submit a schedule for the execution of the Work in accordance with Section 01 32 16 "Critical Path Method Scheduling." Approval/acceptance of said submittal is at the sole discretion of the Owner. No progress payments will be made to Design-Builder until the schedules are submitted and are acceptable to Owner.

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.

2.1.5 Design-Builder shall be responsible for the professional quality, technical accuracy, and the coordination of all designs, drawings, specifications, and other services furnished by Design-Builder under this Agreement. Design-Builder shall, without additional compensation, correct or revise any errors or deficiencies in its designs, drawings, specifications, and other services. Neither Owner's review nor approval of any designs, drawings, specifications or other products or services furnished by Design-Builder or any of its Subcontractors shall relieve Design-Builder or any of its Subcontractors of any professional responsibility for the services performed. Design-Builder is responsible for including all scope elements in the Bridging Documents. Price modifications will not be granted for missed scope elements.

2.1.6 Neither Owner's review, acceptance, nor payment for any of the services required under this Agreement shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement, and Design-Builder shall be and remain liable to Owner in accordance with applicable law for all damages to Owner caused by Design-Builder's performance of or failure to perform any of the services furnished under this Agreement.

2.1.7 The Design-Builder shall satisfy itself that the jurisdictions through which its operations and haul routes pass will permit such operations with respect to the type of vehicle, laden weights, frequency and dimensions of loads, hours of operation and required traffic control. All necessary Governmental Approvals or bonds shall be obtained and paid for by the Design-Builder, except as otherwise provided by Owner elsewhere in these Contract Documents.

2.1.8 The Design-Builder shall make its own arrangements with utility companies for any temporary services it may require in performance of the Work and shall pay all costs of these services directly to these utility organizations.

2.1.9 Non-WETA Owned Facilities

The Design-Builder shall protect from damage those non-WETA owned facilities (e.g., utilities) that are to remain in place, be installed, relocated or otherwise rearranged.

If utilities or other third party facilities are required to be relocated as part of the Project, the Design-Builder shall construct such utilities or facilities in accordance with the Technical Specifications and in accordance with all applicable Legal Requirements, as well as the conditions of any required Governmental Approvals, the standards and specifications of applicable utility owners or other third party owners of the facilities to the extent made applicable under the terms and conditions of the Contract Documents, and the other requirements set forth in the Contract Documents.

Design-Builder's attention is directed to the possible existence of facilities not shown, and of facilities in a location different from that which is indicated. The Design-Builder shall take steps to ascertain the exact location of all facilities, prior to doing any Work which may damage such facilities or interfere with their service. Where the location of a facility is indicated or inferred from the presence of visible facilities such as buildings, meters and junction boxes, the Design-Builder shall make such excavations and explorations as are necessary to ascertain the correct location. The Contract Price includes the cost of verifying the location of all such facilities and the cost of relocating all such facilities (or protecting them in place), except as provided herein with respect to Main and Trunkline Utilities not accurately identified in the Contract Documents.

If the Design-Builder discovers Main or Trunkline Utilities that are in a substantially different location than indicated in the Contract Documents or that are not indicated in the Contract Documents, the Design-Builder shall immediately give the Owner's Designated Representative written notification of the existence of those facilities. The Design-Builder shall determine the exact location of the Main or Trunkline Utilities and the cost of the Work will be paid for in accordance with the Contract Documents. The Main or Trunkline Utilities shall be protected from damage as directed by the Owner's Designated Representative and the cost of that work will be paid for as extra work. The Design-Builder shall, if directed by the Owner's Designated Representative, repair any damage which may occur to the Main or Trunkline Utilities. The cost of that repair work, not due to the failure of the Design-Builder to exercise reasonable care, will be paid for as extra work. Damage due to the Design-Builder's failure to exercise reasonable care shall be repaired at the Design-Builder's cost and expense.

The Design-Builder shall be responsible for the maintenance of all utility facilities placed by him in temporary locations, and all utilities within the construction area not required to be relocated but which are required to be shored or supported during the construction period. The cost of such maintenance shall be borne by the Design-Builder, and no other compensation shall be due the Design-Builder for this Work.

The cost of providing and maintaining all necessary or required temporary structures, of making any necessary repairs, replacements, or similar operations, or furnishing indemnity or other bonds, if required, and all costs required by this section shall be paid by the Design-Builder and shall be included in the prices in the schedule for other items of work.

2.2 Design Professional Services

2.2.1 Owner does not intend to contract for, pay for or receive any design services which are in violation of any professional licensing laws, and by execution of the Agreement, the Design-Builder acknowledges that Owner has no such intent. Any references in the Contract Documents to Design-Builder's responsibilities or obligations to "perform" the design portions of the Work shall be deemed to mean that Design-Builder shall "furnish" the design for the Project.

2.2.2 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 Consultants.

2.2.3 Design-Builder shall employ only Design Consultants and/or Design Subconsultants who are California Professional Architects and Engineers duly licensed and qualified to perform the Work consistent with the Contract Documents. Prior to the date that Design Consultants and/or Design Subconsultants perform Work on the Project, Design-Builder shall identify in writing to Owner all Design Consultants and Design Subconsultants. To the extent that Design-Builder has not selected a Design Consultant or Design Subconsultant prior to performing the Work, Design-Builder shall provide Owner in writing a list of any subsequently added Design Consultants and/or Design Subconsultants and their scope of work prior to their performing Work on the Project. Owner may reasonably object to Design-Builder's selection of any Design Consultant or Design Subconsultant, 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. Design-Builder shall not substitute a listed Design Consultant or Subconsultant without obtaining Owner's prior written consent; such consent shall not be unreasonably withheld. Nothing in the Contract Documents is intended or deemed to create any legal or contractual relationship between Owner and any Design Consultant or Design Subconsultant, including but not limited to any third-party beneficiary rights.

2.2.4 Design-Builder shall possess and maintain a General Engineering License A for the prime contractor, as well as all licenses required to perform the Design-Build services. Subcontractors must possess and maintain all licenses required by the State of California for their particular specialties.

2.3 Standard of Care for Design Professional Services and Construction 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 with special experience in the design of maritime facilities practicing under similar conditions at the same time and locality of the Project. Notwithstanding the preceding sentence, if the Technical Specifications contain performance standards for any aspect of the Work, the design professional services shall be performed to achieve such standards.

2.3.2 The standard of care for all construction services performed to execute the Work shall be the care and skill ordinarily used by members of the construction profession with special experience in the construction of maritime facilities practicing under similar conditions at the same time and locality of the Project.

2.4 Design Development Services

2.4.1 Design-Builder shall furnish the Design Documents and Construction Documents to Owner, shall obtain Owner approval of any deviations from the Bridging Documents, and shall obtain Owner's approval of the Design Documents and Construction Documents. The Design-Builder shall cause all Design Documents and Construction Documents to be produced and delivered to Owner within the time periods and according to the milestones set forth in these Contract Documents.

Owner shall have the right to review, comment on, object to and approve all Design Documents and Construction Documents. Owner's review and approval shall not serve to release the Design-Builder from its obligations to comply with the requirements of the Agreement. Owner's approval of Design Documents shall constitute approval for purposes of Government Code

Section 830.6. To the extent not prohibited by the Contract Documents or Legal Requirements, Design-Builder may prepare interim design submissions, Design Documents and Construction Documents for a portion of the Work to permit governmental approvals or construction to proceed on that portion of the Work prior to completion of the Design Documents for the entire Work. Design-Builder shall not submit permit drawings for governmental approval or start construction of any portion of the Project until it has received approval from Owner of the Design Documents or interim Design Documents for such portion of the Project.

Owner will coordinate all Owner-review comments and will deliver such comments to the Design-Builder. Owner shall have a minimum review period of fifteen (15) business days from the date each Submittal is delivered to Owner, or as otherwise set forth in these Contract Documents. The Design-Builder shall obtain Owner's approval of any deviations from the requirements of the Contract Documents.

The Design-Builder shall respond to all Owner's comments and make modifications to the Design Documents and Construction Documents as necessary to fully reflect all such comments, in accordance with the Contract Documents. The Design-Builder acknowledges that comments may be provided which reflect concerns regarding operability or preferences of the commenter or which otherwise do not directly relate to specific requirements of the Contract Documents. The Design-Builder agrees to undertake reasonable efforts to accommodate or otherwise resolve any such comments. The foregoing shall in no way be deemed to obligate the Design-Builder to incorporate any comments thereon that (a) the Design-Builder believes would render the Design Documents or Construction Documents erroneous, defective or deficient in any respect or (b) do not directly relate to specific requirements of the Contract Documents and would result in a delay to a Critical Path or an increase in its costs, except pursuant to a Change Order.

2.4.2 Neither Owner's review nor approval of any interim design submissions, meeting minutes, Design Documents and Construction Documents shall be deemed to transfer any design liability from Design-Builder to Owner.

2.5 Legal Requirements

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. Design- Builder shall comply with any and all laws, statutes, ordinances, rules, regulations, and procedural requirements of any national, state, or local government, and of any agency of such government, including but not limited to Owner, that relate to or in any manner affect the performance of this Agreement. Those laws, statutes, ordinances, rules, regulations and procedural requirements which are imposed on Owner as a recipient of federal or state funds are hereby in turn imposed on Design-Builder.

Without limitation as to the foregoing, a contractor or subcontractor shall not be qualified to propose on, be listed in a proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in this chapter, unless currently registered and qualified to perform public work pursuant to Labor Code Section 1725.5.

2.6 Government Approvals and Permits

2.6.1 Except as identified in Volume 4 of these Contract Documents, Design-Builder shall obtain necessary permits (including building permits), approvals, licenses, certificates of occupancy, government charges and inspection fees required for the prosecution of the Work by any government or quasi-government entity having jurisdiction over the Project. The Owner will reimburse all direct permit fees.

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

2.6.3 The National Environmental Policy Act (NEPA) and the California Environmental Quality Act (California Public Resources Code, Section 21000 to 21176) may be applicable to permits, licenses and other authorizations which the Design-Builder must obtain from State or local agencies in connection with performing the Work. The Design-Builder shall comply with the provisions of those Acts in obtaining such permits, licenses and other authorizations, and all permits, licenses and other authorizations shall be obtained in sufficient time to prevent delays to the Work.

2.6.4 Design-Builder is responsible for compliance with previously issued permits, environmental mitigation measures, and utility provider requirements.

2.7 Sustainable Design

2.7.1 While there are no specific sustainable design or LEED rating goals, design-builder, to the extent reasonable, shall prosecute the work in a manner respectful of sustainable design principles. The Design-Builder shall comply with all applicable mandatory CALGreen environmental requirements related to energy efficiency, water efficiency and conservation, material conservation and resource efficiency and environmental quality.

2.8 Design-Builder's Construction Phase Services

2.8.1 Upon issuance of the Notice to Proceed with construction services, Design-Builder shall proceed with construction phase services. Design-Builder shall construct the Project in accordance with the Bridging Documents. 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.

2.8.2 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.

2.8.3 Design-Builder shall employ only Subcontractors who are duly licensed and qualified to perform the Work consistent with the Contract Documents. Pursuant to the provisions of Section 6109 of the Public Contract Code, Design-Builder shall not perform 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. Design-Builder shall not have the right to enter into any subcontracts with Subcontractors not listed in the Design-Builder's Proposal without Owner's prior written consent if such subcontracts are subject to the Subletting and Subcontracting Fair Practices Act, Public Contract Code sections 4100 et seq ("Subcontractor Listing Act"). No substitution of Subcontractors listed in the Design-Builder's Proposal will be allowed except in accordance with the provisions of the Subcontractor Listing Act.

2.8.4 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.

2.8.5 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.

2.8.6 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.

2.8.7 Until the acceptance of the Work is completed in all respects in accordance with the requirements of the Contract Documents, the Design-Builder shall have the charge and care of the work and of the materials to be used therein (including materials for which the Design-Builder has received partial payment or materials which have been furnished by Owner) and shall bear the risk of injury, loss or damage to any part thereof by the action of the elements or from any other cause, whether arising from the execution or from the non-execution of the work. Design-Builder shall rebuild, repair, restore, and make good all injuries, losses or damages to any portion of the Work or the materials occasioned by any cause before its completion and acceptance and shall bear the expense thereof, except as otherwise expressly provided elsewhere in the Contract Documents, and except for those injuries, losses, or damages that are directly and proximately caused by acts of the Federal Government or the public enemy. Where necessary to protect the work or materials from damage, the Design-Builder shall, at the Design-Builder's expense, erect those temporary structures that are necessary to protect the Work or materials from damage. The suspension of the Work from any cause whatever shall not relieve the Design-Builder of the responsibility for the Work and materials as herein specified. Any storage by Design-Builder of materials that may have been furnished by Owner shall be on behalf of Owner and Owner shall at all times be entitled to the possession of the materials, and Design-Builder shall promptly return the materials to the Work Site when requested.

2.8.8 The Design-Builder shall comply with all air pollution control rules, regulations ordinances and statutes which apply to the Work. Material to be disposed of shall not be burned inside or outside the Work Site with the exception of incineration at a licensed hazardous waste facility.

2.8.9 The Design-Builder shall exercise every reasonable precaution to protect streams, lakes, reservoirs, bays and coastal waters from pollution by fuels, oils, bitumen, calcium chloride and other harmful materials and shall conduct and schedule its operations so as to avoid or minimize muddying and silting of said streams, lakes, reservoirs, bays and coastal waters. Care shall be exercised to preserve roadside vegetation beyond the limits of construction. Water pollution control work is intended to provide prevention, control, and abatement of water pollution to streams, waterways and other bodies of water, and shall conform to the requirements contained in the California Department of Transportation publication entitled Construction Site Best Management Practices (BMPs) Manual to the extent not superseded by any requirements contained in these Contract Documents.

2.8.10 The Design-Builder shall comply with all applicable local, State and federal rules and regulations regarding sound control, noise level, and light control. Each internal combustion engine, used for any purpose on the Project or related to the Project, shall be equipped with a muffler of a type recommended by the manufacturer. The muffler shall be in good working condition. No internal combustion engine shall be operated on the Project without said muffler.

2.8.11 The Design-Builder shall comply with all local, State and federal rules and regulations of

the Department of Food and Agriculture, the Department of Health, the Department of Industrial Relations and all other agencies, which govern the use of pesticides required in the performance of the Work.

Pesticides include but shall not be limited to herbicides, insecticides, fungicides, rodenticides, germicides, nematicides, bactericides, inhibitors, fumigants, defoliants, desiccants, soil sterilants, and repellents.

Any substance or mixture of substances intended for preventing, repelling, mitigating or destroying weeds, insects, diseases, rodents or nematodes and any substance or mixture of substances intended for use as a plant regulator, defoliant or desiccant shall be considered as pesticide.

2.8.12 Unless expressly permitted elsewhere in the Contract Documents, the Design-Builder shall not operate construction equipment or vehicles of any kind which, laden or unladen, exceed the maximum weight limits set forth in Division 15 of the California Vehicle Code over completed or existing base, surfacing, pavement or structures.

2.8.13 The Design-Builder shall keep one copy of all Contract Documents (including Change Orders), approved Shop Drawings, correspondence, meeting minutes, approved progress payments, and all other records relating to the Work at the Site. These records shall be maintained in good order, and they shall be available to Owner and its authorized representatives for review, inspection and copying.

2.8.14 Subsurface excavations, notification: 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. The Design-Builder shall contact the regional notification center, “Underground Service Alert,” and schedule its Work to allow ample time for the center to notify its members and, if necessary, for any member to field locate and mark its facilities. Without limiting the foregoing, Design-Builder’s attention is directed to California Government Code Sections 4216 to 4216.9, and in particular Section 4216.2.

2.8.15 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.

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.

2.8.16 Design-Builder shall implement and comply with all mitigation measures set forth in all Governmental Approvals and Volume 4 of these Contract Documents.

2.9 Design-Builder's Responsibility for Project Safety

2.9.1 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.

2.9.2 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 Designated 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.

2.9.3 Design-Builder's responsibility for safety under this Section 2.9 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 injury, losses, damages or accidents resulting from their performance of the Work.

2.10 Design-Builder's Warranty

In addition to the warranties in Section 01 78 36 "Warranties," the Design-Builder shall provide a 1-year warranty on all furnished labor and materials, commencing on the date of Final Acceptance of all Work under the Agreement. Owner may, in its sole discretion, exercise an option to extend the Design-Builder's warranty for an additional year, for the amount set forth in Design-Builder's Proposal. Design-Builder shall perform all required corrective work, and shall be responsible for the cost of all labor, materials, equipment, transport, installation and re-testing required for the corrective work. Moreover, in the event that corrective work is required under the Design-Builder Warranty, a 1-year warranty shall apply to the corrected work covering any discrepancies and defects in the corrected work that are discovered after the corrected work is accepted.

A. The Design-Builder Warranty shall warrant that:

1. The Work conforms to the requirements of the Contract Documents;

2. All design Work furnished under the Agreement conforms to all professional engineering principles generally accepted as standards of the industry in the State of California and complies with the standard of care set forth in Section 2.3 of the General Conditions;

3. The construction Work furnished under the Agreement is free from defects in workmanship, and was performed in a workmanlike manner and conforms to the standards of care set forth in Section 2.3 of the General Conditions;

4. Materials and equipment furnished under the Contract Documents are of good quality and new;

5. The Work is fit for the purposes intended in the Contract Documents;

6. The Work shall be free of defects in design, material, and workmanship; and

7. The Work shall function up to the standards set forth in the Bridging Documents and all other reliability standards established in the Contract Documents.

2.11 Subcontractor Warranties

The Design-Builder shall obtain warranties from all Subcontractors and Design-Build Team members providing design services, labor, equipment, materials, supplies and maintenance equipment that would be given in normal commercial practice; require all such warranties to be executed in writing for the benefit of the Owner and enforce all warranties for the benefit of the Owner, if so directed by the Owner. In no case shall such Subcontractor warranties decrease the warranty provisions specified in the Contract Documents. All such Subcontractor warranties from Design-Build Team members shall run directly to and be enforceable by the Design-Builder and/or the Owner, any assignee of the Owner, and their respective successors and assigns.

The Design-Builder hereby assigns to the Owner all of the Design-Builder's rights and interest in all warranties that are received by the Design-Builder from any Subcontractor or Design-Build Team members. All such warranties shall survive Final Acceptance, acceptance, final payment, and termination of the Agreement if the stated warranty period extends beyond the Final Acceptance, acceptance, final payment, and termination of these Contract Documents Agreement.

2.12 Manufacturer's Warranties

The Design-Builder shall obtain manufacturers' warranties for all piping, materials, equipment, and appurtenances procured and installed on the Project and assign all such warranties to the Owner prior to Final Acceptance. Manufacturer Minimum Warranty Periods shall be at least 1 year unless stated otherwise in the Contract Documents.

Design-Builder shall ensure that all components are installed per the Manufacturer's requirements such that warranties are maintained. Design-Builder shall notify Owner of any issues with the design or installation that could impact equipment warranties and seek Owner approval prior to installation.

2.13 Remedy

The Design-Builder shall remedy, at its own expense, any failure to conform to the warranty requirements set forth in this Article 2. If the Design-Builder fails to remedy any such failure within a reasonable time after receipt of notice (or immediately in the case of an emergency), Owner shall have the right in its sole discretion to replace, remove, or otherwise remedy the failure at the Design-Builder's expense.

A. Notification to Design-Builder. Owner shall notify the Design-Builder, in writing, within a reasonable time after the discovery of any failure to conform to the warranty requirements set forth in this Article 2.

B. Warranties Do Not Limit the Design-Builder's Liability. The foregoing warranties are in addition to all rights and remedies available under the Contract Documents or applicable law, and shall not limit the Design-Builder's liability or responsibility imposed by the Agreement or applicable law with respect to the Work, including:

1. Liability for design defects;
2. Latent construction defects;
3. Strict liability;
4. Negligence; and
5. Fraud.

2.14 Assignment of Warranty

Upon providing written notice to the Design-Builder, any warranty in this Article 2, including all warranties from Subcontractors and Design-Build Team members that have been assigned to the Design-Builder, shall be immediately assignable by the Owner to any entity, in the Owner's sole discretion.

2.15 Correction of Defective Work

2.15.1 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 which may include third party forces. If Owner does perform such corrective Work, Design-Builder shall be responsible for all costs incurred by Owner in performing such correction. If the nonconforming Work creates an emergency requiring an immediate response, the seven (7)-day periods identified herein shall be deemed inapplicable.

The warranty periods described in this Article 2 apply only to Design-Builder's obligation to correct nonconforming Work and are 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.

2.16 Access to the Work

2.16.1 Owner, and all of its authorized representatives, shall at all times have safe access to the Work, and shall be furnished with every reasonable facility for ascertaining that the workmanship and materials are in accordance with the requirements and intentions of the Contract Documents. All Work done and all materials furnished shall be subject to the Owner's Designated Representative's on-site and off-site observation.

2.16.2 The observation and/or approvals of the workmanship or materials by the Owner's Designated Representative shall not relieve the Design-Builder of any obligations to fulfill the requirements of the Contract Documents. Workmanship and materials not meeting such requirements shall be corrected, and unsuitable Work or material may be rejected, notwithstanding that such Work or materials have been previously observed and/or approved by Owner, or that payment therefor has been included in a progress estimate.

2.16.3 The Owner's Designated Representative may order re-examination of questioned Work at any time before Final Acceptance. If so ordered, the Design-Builder shall uncover the Work. If such work is found to be in accordance with the Contract Documents, Owner will pay for the cost of uncovering, removing, recovering and replacing the parts removed; but if such Work so exposed or examined is not in accordance with the Contract Documents, the uncovering, removal, recovering and replacement shall be at the Design-Builder's expense. Work, which has been covered prior to observation by Owner, does not qualify as re-examined work; Owner may order such work uncovered for observation without payment of any costs.

2.16.4 The property surrounding the site is partially owned by WETA and the City of Vallejo. WETA owns the waterside assets for the Vallejo Ferry Terminal, generally including passenger floats, gangways, pile supported structures and fixed piles. The City owns all real property comprising the Vallejo Ferry Terminal, including submerged lands. The City also maintains ownership of the landside assets, with WETA responsible for daily operations and maintenance of the landside asserts. Accordingly, both the City of Vallejo and WETA have access rights to the Work Site and Design-Builder shall coordinate its Work to accommodate any site visits by WETA and the City.

2.17 Requests for Information

2.17.1 In the event of any doubt or question concerning the true meaning of the Contract Documents or should it appear that the Work to be done or any of the matters relative thereto are not sufficiently detailed or explained in the Contract Documents, the Design-Builder shall submit a Request for Information ("RFI") to Owner for such further written explanations as may be reasonably necessary. Design-Builder shall conform to the written explanation given as if part of the Contract Documents. The decision of Owner in such cases shall be final.

2.17.2 Design-Builder shall anticipate that it will be necessary to prepare and submit RFIs regarding the Contract Documents. Owner will make best efforts to respond to each RFI by no later than fourteen (14) days after receipt of the RFI, unless the RFI is of significant complexity. Furthermore, in the event that there are numerous RFIs pending, Design-Builder shall cooperate with Owner in establishing a priority for responding to the RFIs, and potentially some RFIs may be responded to beyond the fourteen (14)-day period.

2.17.3 Each RFI prepared by Design-Builder shall be full and complete. Design-Builder shall prepare RFIs so as to not cause any delay to the progress of the Work and to not cause any impact to Design-Builder's labor productivity in the field. Design-Builder shall not assert any claims for delay or interference related to an RFI against Owner if Design-Builder fails to timely submit any RFI to Owner.

2.17.4 The response to an RFI shall not, by itself, constitute a writing that authorizes Design-Builder to perform any Work that requires an adjustment to either the Contract Time or Contract Price. If Design-Builder believes that any response to any RFI gives rise to a compensable change, Design-Builder shall so notify Owner via a Request for Change, as described in Article 9 herein. Design-Builder's failure to provide the required written notice shall constitute a waiver of Design-Builder's right to seek a compensable change based on the RFI response.

2.17.5 Design-Builder's attention is directed to Section 01 30 00 "Administrative Requirements" and Section 01 31 00 "Project Management and Coordination" for additional Design-Builder obligations regarding RFIs.

2.18 Design-Builder's Representations and Warranties

Design-Builder represents, warrants and covenants that:

2.18.1 Design-Builder and its Subcontractor(s) have maintained, and throughout the term of the Agreement shall maintain, all required authority, license status, professional ability, skills and capacity to perform the Work, and shall perform in accordance with the requirements contained in the Contract Documents.

2.18.2 Design-Builder has evaluated the feasibility of performing the Work within the time and for the amount herein, accounting for constraints affecting the Project and has reasonable grounds for believing and does believe that such performance is feasible and practicable.

2.18.3 Design-Builder has, prior to submitting its Proposal, in accordance with prudent and generally accepted engineering and construction practices, reviewed the Bridging Documents, which establish the functional, aesthetic and quality of the Project. In addition, the Design-Builder has reviewed the preliminary reports provided by Owner, inspected and examined the Work Site and surrounding locations and undertaken other appropriate activities sufficient to familiarize itself with conditions, to the extent Design-Builder deemed necessary or advisable for submittal of a Proposal. As a result of such review, inspection, examination and other activities, Design-Builder is familiar with and accepts the physical requirements of the Work. Design-Builder acknowledges and agrees that it has been afforded the opportunity to review information and document and to conduct inspections and tests of the Work Site and surrounding locations as described above. Design-Builder further acknowledges and agrees that changes in conditions at the Work Site may occur after the date hereof, and that Design-Builder shall not be entitled to any Change Order in connection therewith except as specifically permitted under Article 9. Before commencing any Work on a particular aspect of the Project, Design-Builder shall verify all governing dimensions at the Work Site, and shall examine all adjoining work which may have an impact on such Work. Design-Builder shall ensure that the Design Documents and Construction Documents accurately depict all governing and adjoining dimensions and conditions.

2.18.4 Design-Builder acknowledges and agrees that it has familiarized itself with the requirements of any and all applicable Legal Requirements and the conditions of any required Governmental Approvals prior to entering into the Agreement. Except as specifically permitted under Article 9, Design-Builder shall be responsible for complying with the foregoing at its sole cost and without any increase in the Contract Price of extension in the Contract Time on account of such compliance, regardless of whether such compliance would require additional time for performance or additional labor, equipment and/or materials not expressly provided for in the Contract Documents.

2.18.5 All design and engineering Work furnished by Design-Builder shall be performed by or under the supervision of persons licensed to practice architecture, engineering or surveying (as applicable) in the State of California, by personnel who are careful, skilled, experienced and competent in their respective trades or professions, who are professionally qualified to perform

the Work in accordance with the Contract Documents and who shall assume professional responsibility for the accuracy and completeness of the Design Documents and Construction Documents prepared or checked by them.

2.18.6 Design-Builder is a [**insert applicable organization form**] duly organized and validly existing under the laws of the State of_____, in good standing in the State of California with all requisite power to own its properties and assets and carry on its business as now conducted or proposed to be conducted. [If a partnership, joint venture or LLC, insert identity and status of members]

2.18.7 The execution, delivery and performance of the Agreement have been duly authorized by all necessary action of Design-Builder and will not result in a breach of or a default under Design-Builder's organizational documents or any indenture or loan or credit agreement or other material agreement or instrument to which Design-Builder is a party or by which its properties and assets may be bound or affected.

2.18.8 The Agreement constitutes the legal, valid and binding obligation of Design-Builder and, if applicable, of each member of Design-Builder.

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 Design Documents and Construction Documents consistent with the turnaround times set forth in Design-Builder's schedule as approved or modified by Owner and the provisions of the Contract Documents.

3.1.3 Owner shall give Design-Builder timely notice of any Work that Owner observes to be defective or not in compliance with the Contract Documents, provided, however, that the Owner's failure to give timely notice shall not constitute a waiver of any of the Owner's rights under the Contract Documents.

3.2 Furnishing of Services and Information

3.2.1 The Design-Builder agrees that it has full responsibility for the design of the Project and for providing other services necessary to comply with the designs, design requirements or design criteria set forth in Division 01 and in compliance with the Bridging Documents. The Design-Builder further agrees that it has full responsibility to verify and validate the accuracy of all design information, the details of construction technology, the coordination of all aspects of the project, including code compliance, governmental approvals, environmental mitigation measures and permitting requirements. The Design-Builder agrees that it has full responsibility for the preparation of Design Documents and Construction Documents for the Project regardless of the fact that certain conceptual and preliminary design work has already occurred and has been provided to the Design-Builder as set forth below. The Design-Builder specifically acknowledges and agrees that:

.1 The Preliminary Design Drawings consist of general drawings and show such

plans, elevations, dimensions, sections, and details of the Work as are necessary to give a graphic and pictorial description of the contemplated construction and the programmatic, functional and aesthetic qualities of the project that will be used as a basis for determining whether the Design Documents and Construction Documents comply with Bridging Documents. All authorized alterations affecting the requirements and information given on the Preliminary Design Drawings shall be in writing.

.2 Owner will furnish up to five sets full size and ten sets of half size of the Preliminary Design Drawings and Technical Specifications, or in any combination thereof, to the Design-Builder. Design-Builder may purchase additional sets of the Preliminary Design Drawings and Technical Specifications from Owner.

.3 The Preliminary Design Drawings include work products that are conceptual or preliminary in nature and cannot be relied upon as presenting a design or engineering solution that complies with all of the requirements of the Contract Documents.

.4 The Design-Builder is not entitled to rely on the Bridging Documents, except to the extent expressly provided otherwise in the Contract Documents.

.5 The Design-Builder is responsible for correcting any error, omission, inconsistency, inaccuracy, deficiency or other defect ("Error") in the designs, design requirements and design criteria set forth in Division 01, or the Bridging Documents, through the design and/or construction process without any increase in the Contract Price or extension of Contract Time, except with respect to a Contract Change Order to the extent permitted by Article 9.

.6 Owner's liability for any Error in the designs, design requirements and design criteria set forth in Division 01, the Bridging Documents or the Reference Documents is limited to its obligations for extensions of time and increases in the Contract Price set forth in and subject to the requirements and limitations of Article 9.

.7 The Design-Builder's warranties set forth in the Contract Documents and, subject to Article 7 of the General Conditions, indemnities hereunder cover Errors in the Work even though they may be related to Errors in the designs, design requirements or design criteria set forth in Division 1, or the Bridging Documents.

.8 Any design calculations provided by the Owner are for reference and information purposes only. The Design-Builder is responsible for verifying any and all calculations contained in the Technical Specifications or otherwise provided by Owner for which such verification is appropriate, in the Owner's sole discretion, given the scope of Design-Builder's responsibilities under the Contract Documents. Design-Builder's Engineer of Record is responsible for all design calculations.

.9 Notwithstanding anything in the Contract Documents to the contrary, no field explanations or interpretations provided by Owner at any meetings, no comments by Owner, and/or responses to requests for information, shall be deemed, construed or interpreted to (a) amend, supersede or alter the terms, requirements, limitations or meaning of any Contract Document to the extent of any adjustment to either the Contract Time or Contract Price or (b) release or relieve the Design-Builder from full responsibility for the design-related Work required by the Contract Documents.

3.2.2 Design Disclaimer

.1 Design-Builder understands and agrees that Owner shall not be responsible or liable in any respect for any loss, damage, cost or expense whatsoever suffered by

Design-Builder or its agents by reason of any use of any information contained in the Bridging Documents or Reference Documents or any action or forbearance in reliance thereon, except to the extent that Owner has specifically agreed herein that the Design-Builder shall be entitled to an increase in the Contract Price and/or an extension of Contract Time with respect to such matter. The Design-Builder further acknowledges and agrees that (a) if and to the extent the Design-Builder or anyone on the Design-Builder's behalf uses any of said information in any way, such use is made on the basis that the Design-Builder, not Owner, has approved and is responsible for said information, and (b) the Design-Builder is capable of conducting and is obligated hereunder to conduct any and all studies, analyses and investigations as it deems advisable to verify or supplement said information, and that any use of said information is entirely at the Design-Builder's own risk and at its own discretion.

.2 Owner does not represent or warrant that the information contained in the Bridging Documents or the Reference Documents is either complete or accurate or that such information is in conformity with the requirements of other Contract Documents. The foregoing shall in no way affect Owner's obligations related to Change Orders in accordance with Article 9.

3.2.3 Except as provided elsewhere in the Contract Documents, 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. Design-Builder shall be solely responsible for securing any additional rights-of-way desired by the Design-Builder. Owner will not be a party to nor assume any liability for any separate agreements reached between Design-Builder and any third parties with respect to these additional rights-of-way. The Design-Builder shall produce evidence that agreements are in place with said third parties before the Design-Builder uses those areas covered by the agreements. Any damage to such private lands caused by Design-Builder's operations shall be the sole responsibility of Design-Builder.

3.3 Not used.

3.4 Owner's Designated Representative

Owner's Designated Representative shall be responsible for providing Owner-supplied information and approvals in a timely manner in accordance with the Contract Documents to permit Design-Builder to fulfill its obligations under the Contract Documents. Owner's Designated 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 in the performance of the Work, provided, however, that the Owner Representative's failure to give timely notice shall not constitute a waiver of any of the Owner's rights under the Contract Documents. The Owner's Designated Representative may delegate specific administrative, technical or management functions to other consultants or WETA employees at its discretion. Owner's Designated Representative shall communicate regularly with Design-Builder and shall be vested with the authority to act on behalf of Owner, except as otherwise provided in the Contract Documents.

3.5 Governmental Approvals and Permits

3.5.1 Owner shall pay for all direct fees for necessary permits, approvals, licenses, government charges and inspection required by Governmental Approvals to construct the Project, provided that the cost of any license or registration generally necessary to perform similar services, such as the cost of contractor's licenses and registration with the California Department of Industrial Relations, shall not be paid by Owner.

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

Owner is responsible for all work performed on the Project or at the Site by separate contractors under Owner's control. When two or more contractors are employed on related or adjacent WETA work, each shall conduct its operations in such a manner as not to cause any unnecessary delay or hindrance to the other.

3.7 No Relief From Obligations

Design-Builder shall not be relieved of obligations to perform the Work in accordance with the Contract Documents by reviews, tests, inspections or approvals performed by Owner or others, or by any failure of Owner or others to take such action. The reviews, inspections, tests and approvals conducted by or on behalf of Owner or other governmental authorities having jurisdiction do not constitute acceptance of the materials or Work reviewed, tested or inspected, and Owner may reject or accept any Work or materials, request changes and/or identify additional Work which must be done at any time prior to the Final Acceptance of the Work, whether or not previous reviews, inspections, tests or approvals were conducted.

Article 4
Hazardous Materials and Differing Site Conditions

4.1 Hazardous Materials

4.1.1 Hazardous materials or waste, such as batteries, polychlorinated biphenyls (PCBs), and the like, are expected to be present in the area. In particular, Design-builder refer to Volume 5, Drawing G-003. If such materials or waste are encountered, the Design-Builder shall immediately notify the Owner by telephone and in writing to determine a course of action. Any hazardous materials or waste shall be disposed of in accordance with applicable federal, state, and local regulations.

4.1.2 Not used.

4.1.3 Not used.

4.1.4 Not used.

4.1.5 Not used.

4.1.6 Notwithstanding the preceding provisions of this Section 4.1, Owner is not responsible for Hazardous Materials introduced to the Site by Design-Builder, Subcontractors or anyone for whose acts or omissions 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 Materials introduced to the Site by Design-Builder, Subcontractors or anyone for whose acts or omissions they may be liable.

4.2 Differing Site Conditions

4.2.1 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: (1) Material that the contractor believes may be material that is hazardous waste, as defined in Section 25117 of the Health and Safety Code, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law; (2) subsurface or latent physical conditions at the site differing from those indicated by information about the site made available to offerors prior to the deadline for submitting proposals; and (3) unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the Agreement. These conditions are collectively referred to herein as "Differing Site Conditions."

4.2.2 Upon encountering a Differing Site Condition, Design-Builder shall promptly, and before the Differing Site Condition is disturbed, provide written notice to Owner of such condition, which notice shall not be later than 24 hours after such condition has been encountered. The Owner shall promptly investigate the conditions, and if it finds that the conditions do constitute a Differing Site Condition, and cause a decrease or increase in the Design-Builder's cost of, or the time required for, performance of any part of the Work, the Owner shall issue a Change Order in accordance with Article 9. In the event there is a dispute regarding the presence or effect of Differing Site Conditions, the Design-Builder shall not be excused from any scheduled completion date provided for by the Agreement, but shall proceed with all Work, subject to the Design- Builder's rights under the Agreement relating to disputes.

Article 5
Insurance and Bonds

5.1 Design-Builder's Insurance Requirements

5.1.1 Design-Builder is responsible for procuring and maintaining, or causing its Subcontractors to procure and maintain, the insurance for the coverage amounts and conditions as set forth in Document 00 73 16 "Insurance Requirements." Coverage shall be secured from insurance companies authorized to do business in the state in which the Project is located and as otherwise required by the Insurance Requirements.

5.1.2 Design-Builder's liability 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 Any professional liability insurance policies shall specifically delete any design-build or similar exclusions that could compromise coverages because of the design-build delivery of the Project. Such policies shall be provided prior to the commencement of any design services hereunder. Such policies shall be procured by either the Design-Builder or its Subcontractors performing design work.

5.1.4 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 Not Used

5.3 Not Used

5.4 Bonds and Other Performance Security

5.4.1 The amount, form and other conditions of such for payment and performance bonds 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 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. The Schedule of Values shall be prepared in such form and supported by such data to substantiate its accuracy as the Owner may require.

6.1.2 Design-Builder's schedule of values shall conform with the Design-Builder's CPM schedule.

6.1.3 The Owner shall either approve or reject the Schedule of Values within ten (10) days of receipt of same. If rejected, the Owner shall specify the reasons for rejection to the Design-Builder. Design-Builder shall have ten (10) days to resubmit the Schedule of Values.

6.1.4 Design-Builder must obtain approval of its Schedule of Values prior to submission of its first Application for Payment. The Owner shall not unreasonably withhold approval of the Schedule of Values.

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 and mobilization costs as proved in Division 01. The Application for Payment shall be in a form approved by the Owner and shall be accompanied by all supporting documentation required by the Contract Documents or as required by the Owner. The application for payment shall be submitted with the Monthly Status Report described in Section 2.1.2.

6.2.2 Payment applications shall be keyed to the schedule of values and the CPM schedule. Except where otherwise stated in the Contract Documents, percent complete for lump sum items in the schedule of values will be paid at 10% upon start of a billable activity associated with the schedule of values and will be deemed 100% upon completion of the activity. Payment will not be made for % complete other than 10% and 100% and all amounts will be less applicable retainage described in Section 7.2 of the Agreement.

6.2.3 The Application for Payment may not request payment for equipment and materials not yet incorporated into the Project. The Application for Payment may request payment for changes in the Work which have been properly authorized in a Change Order or Work Change Directive

pursuant to Article 9.

6.2.4 All discounts offered by Subcontractors and Suppliers for early payment shall accrue one hundred percent to Design-Builder to the extent Design-Builder advances payment. Design-Builder shall notify Owner of opportunities to obtain such discounts. Design-Builder may include in its Application for Payment the full undiscounted cost of the item for which payment is sought.

6.2.5 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. Materials or portions of the Work to which Owner has received title by reason of progress payments shall be segregated from other Design-Builder and/or Subcontractor materials related to the Work and clearly identified as Owner property. The transfer of title as specified shall not be deemed as an acceptance of the Work by Owner, nor relieve the Design-Builder from its obligation to perform the Work in accordance with the Contract Documents. Design-Builder shall still be obligated to protect the Work from damage until Owner's acceptance of the Work.

6.3 Withholding of Payments

6.3.1 Within the time established in the Agreement, Owner shall pay Design-Builder all undisputed 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 within seven (7) days of the receipt of the Application for Payment. The notice shall indicate the specific amounts Owner intends to withhold, the reasons and contractual basis for the withholding, and the specific measures Design-Builder must take to rectify Owner's concerns. Design-Builder and Owner will attempt to resolve Owner's concerns prior to the date payment is due. If the parties cannot resolve such concerns, Design-Builder may pursue its rights under the Contract Documents, including those under Article 10.

6.3.2 The Owner may withhold amounts from the progress payments to Design-Builder for:

.1 defective Work not remedied;

.2 third party claims filed or reasonable evidence indicating probable filing of such claims unless security acceptable to the owner is provided by the Design-Builder;

.3 an amount equal to one hundred percent (100%) of the amount claimed under any stop notice or other lien filed pursuant to Section 9350 et seq. of the California Civil Code, plus an amount to provide for the reasonable cost of any litigation thereunder.

.4 failure of the Design-Builder to make payments properly to Design Consultants and Subcontractors for labor, materials, or equipment subject to the terms of Section 6.5.1;

.5 damage to the property of the Owner, a neighboring property owner, or another contractor;

.6 incomplete Work or reasonable evidence that the Work cannot be completed for the unpaid balance;

.7 failure to carry out the Work in accordance with the Contract Documents;

.8 Liquidated Damages due or anticipated to be due under the Agreement;

.9 disputed amounts;

.10 with regard to Final Payment, an amount not to exceed one hundred fifty (150%) of any amount in of any good faith dispute between Owner and Design-Builder; or

.11 as otherwise permitted by law.

6.3.3 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

Failure by Owner to pay any amount in dispute shall not alleviate, diminish or modify in any respect Design-Builder's obligation to perform under the Contract Documents, including Design-Builder's obligation to achieve Final Completion of the Project and all Work in accordance with the Contract Documents. Any dispute regarding such payment shall be resolved pursuant to Article 10.

Design-Builder shall have the right to stop Work if Owner fails to make an undisputed payment due hereunder within seven (7) days after delivery of notice of nonpayment to Owner. Any such work stoppage shall be considered a suspension under Section 11.1.

The Design-Builder shall not have the right to terminate the Agreement as the result of any failure by the Owner to make an undisputed payment due hereunder.

6.5 Design-Builder's Payment Obligations

6.5.1 The Design-Builder shall pay Subcontractors for work that has been satisfactorily performed no later than thirty (30) days from the date of the Design-Builder's receipt of progress payments by Owner. 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, stop notices, and mechanic's liens as set forth in Article 7.

6.6 Substantial Completion

6.6.1 Design-Builder shall submit written notice to 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 Not used.

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 Acceptance

6.7.1 When Design-Builder believes that the entire Work is fully and finally completed, including the satisfactory completion of inspections, tests, and documentation specified in the Contract Documents and the completion of all punch list and clean-up items, the Design-Builder shall submit to Owner a written request for Final Acceptance within fifteen (15) calendar days thereafter, specifying that the Work is fully and finally completed and the date on which it was completed. Within fifteen (15) calendar days after receipt of Design-Builder's request for Final Acceptance, Owner will inspect the Work and will either:

.1 Reject the request for Final Acceptance, specifying the defective and/or uncompleted portions of the Work, or

.2 Issue an executed notice of Final Acceptance and may file and record a Notice of Completion with the County Recorder.

6.7.2 If Owner rejects the request for Final Acceptance; the Design-Builder shall promptly remedy the defective and/or uncompleted portions of the Work. Thereafter, the Design-Builder shall again submit a written request for Final Acceptance of the Work, specifying a new date based on the date the defective and/or uncompleted portions of the Work were corrected. Thereafter, the foregoing procedure shall apply successively until Owner has verified that the Work is fully and finally completed and given the Design-Builder an executed notice of Final Acceptance. Immediately upon and after such formal written Final Acceptance by Owner, the Design-Builder will be relieved of the duty of maintaining the Work as a whole.

Owner's Final Acceptance of the Work shall not be construed as an acceptance by Owner of any latent defects discovered with regard to Design-Builder's work. Furthermore, Design-Builder's obligations under Article 7 shall still remain applicable after Owner's grant of Final Acceptance of the Work.

6.7.3 Prior to issuance of the notice of Final Acceptance by Owner, the Design-Builder shall submit to Owner the Record Documents and Operation and Maintenance Manual specified in Part 1 of Section 01 11 00 "Summary of Work" and Section 01 77 00 "Closeout Procedures."

6.8 Final Payment

6.8.1 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 Acceptance.

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

.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;

.2 a general release in a form acceptable to the Owner 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;

.3 consent of Design-Builder's surety or sureties, if any, to final payment;

.4 all operating manuals, warranties and other deliverables required by the Contract Documents, including As-Built Documents;

.5 certificates of insurance confirming that required coverages will remain in effect consistent with the requirements of the Contract Documents;

.6 complete and legally effective releases or waivers of liens and stop notices satisfactory to Owner, from all persons legally eligible to file liens and stop notices in connection with the Work;

.7 an affidavit from Design-Builder certifying that: (a) it has resolved any claims made by Subcontractors and others against Design-Builder or the Project; (b) it has no reason to believe that any person has a valid claim against Design-Builder or the Project which has not been communicated in writing by Design-Builder to Owner as of the date of the certificate; and (c) all guarantees and warranties are in full force and effect; and

.8 such other documentation the Owner may reasonably require.

6.8.3 The making of final payment shall not operate to release the Design-Builder or its sureties from obligations arising under this Agreement, the bonds and warranties as herein provided. Specifically, the making of final payment shall not constitute a waiver and release of claims by Owner arising from:

.1 Design-Builder's failure to satisfy its payment obligations, if such failure affects Owner's interest,

.2 Unsettled or future liens,

.3 Failure of the Work to comply with the requirements of the Contract Documents,

.4 The terms of any warranties required by or contained in the Contract Documents,

.5 The right to any insurance proceeds or the right to make any insurance or bond claims,

.6 Any claims with respect to Design-Builder's obligation of indemnity with respect to claims, asserted by third parties,

.7 Any latent deficiencies with the Work; or

.8 Design-Builder's fraud.

6.8.4 Claims

.1 If the Design-Builder does submit claims with the proposed Final Application for Payment, then upon final determination of all the Design-Builder's claims, Owner will pay

the entire sum found due upon the final invoice, including the amount, if any, allowed on claims, except for those sums which the Owner is otherwise entitled to withhold under the terms of the Contract Documents.

.2 Claims filed by the Design-Builder shall be fully supported and made in sufficient detail to enable Owner to ascertain whether the basis and amount of said claims are valid. If additional information or details are required by Owner to determine the validity of the claims, Design-Builder shall furnish such further information or details so that Owner receives the information or details no later than seven (7) days after receipt of the written request from Owner. Failure to submit such information and details to Owner within the time specified will be sufficient cause for denying the claim.

.3 Design-Builder shall maintain and submit full and complete records of the costs and additional time incurred for the work for which a claim for additional compensation is made. Owner or its designated claim investigator shall have access to any additional records as may be required by Owner to determine the facts and contentions involved in the claims. Failure to permit access shall be sufficient cause for denying the claims.

.4 An affidavit substantially as follows shall accompany claims submitted by the Design-Builder:

> Under the penalty of perjury or falsification and with specific reference to the False Claims Act, California Government Code Section 12650 et seq., the undersigned hereby certifies that the claim submitted herewith for additional compensation and time, if any, made with respect to the Work on this Contract is a true and accurate statement of the actual costs incurred and time sought, and is fully documented and supported under the Contract between Design-Builder and Owner.

_____
Name

_____
Title

_____
Date

_____
Notary

Failure to submit a properly notarized certificate will be sufficient cause for denying the claim.

.5 Any claim for overhead type expenses or costs, in addition to being certified as stated above, shall be supported by an audit report of an independent Certified Public Accountant. Any such overhead claim shall also be subject to audit by Owner, and Design-Builder shall provide all records requested by Owner in performing the audit.

.6 Any costs or expenses incurred by Owner in reviewing or auditing any claims that are not supported by the Design-Builder's cost accounting or other records shall be deemed to be damages incurred by Owner, shall be to the extent allowed under the California False Claims Act, or other applicable law.

.7 Design-Builder shall follow the process set forth in Article 10 and Section 18.8 of these General Conditions.

Article 7
Indemnification

7.1 Indemnification

7.1.1 To the fullest extent permitted by law, Design-Builder shall defend, indemnify, and hold harmless Owner, and its affiliates, respective directors, officers, employees and agents, and their successors and assigns (collectively referred to as "Indemnitees") from and against all third party claims, demands, liability, suits, actions, costs or expenses (including reasonable attorneys' fees) for any and all loss or damage, including, but not limited to, personal injury or property damage, arising out of or resulting from allegations of:

A. The performance of the Agreement by Design-Builder;

B. The failure or alleged failure by any Design-Build Team member to comply with any applicable law, order, citation, rule, regulation, standard, ordinance or statute, including rules and regulations imposed by Cal-OSHA and caused by the act or omission of the Design-Builder;

C. The negligent act, omission, misconduct, or fault, or the alleged negligent act, omission, misconduct or fault of any Design-Build Team member;

D. Any and all claims by any governmental or taxing authority claiming unpaid taxes based on gross receipts, purchases or sales, the use of any property or income of any Design-Build Team member with respect to any payment for the Work made to or earned by the Design-Build Team member under the Contract Documents;

E. Any and all stop payment notices and/or liens filed in connection with the Work, including all expenses and attorneys' fees incurred by the Owner in discharging any stop payment notice or lien, provided that the Owner is not in default on payments owing to the Design-Builder with respect to such Work;

F. Failure of the Design-Builder to comply with the Insurance provisions;

G. Any release of Hazardous Materials & Substances:

   1. Brought onto the Site by any Design-Build Team member; or

   2. Where the release of Hazardous Materials is not caused by any Design-Build team member, but the condition is worsened as a result of the negligent acts or omissions, willful misconduct, or breach of Contract by any Design-Build team member; or

   3. Where the release of Hazardous Materials is caused by the negligent acts or omissions, willful misconduct, or breach of Contract by any Design-Build team member; and

H. Nothing in this section shall require the Design-Builder to defend, indemnify or hold harmless the Indemnitees for the Indemnitees' sole negligence, willful misconduct, or active negligence.

7.1.2 The Design-Builder agrees to fully defend, indemnify, and hold harmless the Indemnitees against any demand, claim, cause of action, suit, proceeding, or judgment that design, service, method, or product called for and provided by the Design-Builder or any Design-

Build Team member (herein called “deliverables”) that infringes or allegedly infringes any patent, copyright, trademark, service mark, trade dress, utility model, industrial design, mask work, trade secret, or other proprietary right of a third party (collectively “Intellectual Property Right”).

The Design-Builder shall pay any and all costs of such defense and settlement (including interest, fines, penalties, costs of investigation, costs of appeals, and attorney‘s fees), and will pay any and all costs and damages finally awarded against any of the Indemnitees. The Design-Builder shall have the exclusive right to conduct its legal defense.

In the event that any deliverable furnished hereunder, or called for in any design or services provided under this Agreement, is in any suit, proceeding, or judgment held to constitute an infringement on any third party’s Intellectual Property Right, and its use is enjoined, the Design-Builder shall, at its own expense, accomplish one of the following:

(a) Procure the fully paid-up, irrevocable, and perpetual right for the Owner to continue using the deliverable;

(b) Modify the deliverable; or

(c) Provide for the replacement of the deliverable with an alternative product that is functionally equivalent to the deliverable.

Design-Builder may decide which of the options detailed above to accomplish. If the Design-Builder is unable to provide the Owner with one of the forms of relief described above, the Design-Builder shall also reimburse to the Owner the total paid by the Owner for the deliverable that is held to constitute an infringement. The indemnity in section 7 survives termination or expiration of this Agreement.

7.1.3 Exceptions. The indemnification provisions in Section 7.1.1 and 7.1.2 will extend to claims occurring after the Agreement is terminated or expires as well as while it is in force. However, Design-Builder will not be obligated to indemnify or provide a defense to the Indemnitees from claims arising from the sole negligence, willful misconduct, or active negligence of the Indemnitees. Nothing contained in Section 7.1.1 or 7.1.2 will be construed to impose any obligation in conflict with the provisions of Civil Code section 2782 and/or Insurance Code section 11580.04. In the event of a conflict, the provision conflicting with Civil Code section 2782 and/or Insurance Code section 11580.04 will be modified to limit Design-Builder’s obligations to the greatest extent permitted by law. The section does not apply to the duty to defend claims arising from design defects, which obligation is addressed separately in Section 7.1.4.

7.1.4 Indemnification for Design Defects. To the fullest extent permitted by law, the Design-Builder shall defend (with counsel acceptable to the Owner), indemnify, and hold harmless Indemnitees from any and all claims, demands, causes of action, damages, costs, expenses (including legal, expert witness, and consulting fees and costs), losses, or liabilities of whatsoever nature to the extent they arise out of, pertain to, or relate to the negligence, recklessness or willful misconduct of the Design-Builder, its employees, any of the Design-Builder’s Design Consultants or Subcontractors of any tier, or anyone for whom Design-Builder or any of its Design Consultants or Subcontracts may be liable, in relation to any of their design services, including but not limited to errors, omissions, inconsistencies, inaccuracies, deficiencies, or other defects whether or not contained in the Construction Documents furnished by the Design-Builder, and whether or not such errors, omissions, inconsistencies, inaccuracies, deficiencies, or other defects were also included in the Bridging Documents provided by the Owner. The Design-Builder agrees that, because the Owner’s Bridging Documents are preliminary and conceptual in nature and are subject to review and modification by the Design-Builder, such documents shall not be deemed a “design furnished” by the Owner or any of the other Indemnitees, as the term “design furnished” is used in Civil Code Section 2782, and that this clause is governed by Civil Code Section 2782.8. In addition, Design-Builder shall defend the Owner, with counsel reasonably acceptable to Owner to the extent of Design-Builder’s proportionate percentage of fault for the underlying claim.

7.1.5 Duty to Defend. Except as otherwise provided herein, the Design-Builder will defend all claims defined in Section 7.1 at its own cost, expense and risk and pay and satisfy any judgment or decree that may be rendered against any Indemnitee arising out of a claim, or reimburse Indemnitee(s) for any and all legal expenses incurred by any of them in connection with the claim or in enforcing the indemnity granted in this section. The duty to defend will apply, and Design-Builder will be required to furnish a defense, regardless of whether the matter has been adjudicated. The Owner shall have the right to approve counsel defending it, which approval will not be unreasonably withheld. Following the resolution of any such dispute, the Owner shall reimburse Design-Builder for the costs incurred by Design-Builder for any Indemnitees' defense, to the extent of the Owner's proportionate responsibility or fault, as determined by court or arbitrator or as agreed by settlement or otherwise.

Article 8
Contract Time

8.1 Obligation to Achieve the Contract Times

8.1.1 Design-Builder agrees that it will commence performance of the Work promptly following the receipt of the Design Phase Notice to Proceed and complete the Work within the Contract Time(s) in accordance with Article 8 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 unforeseen 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) and not contemplated by the Contract Documents, changes in the Work, Differing Site Conditions, Hazardous Materials, and Force Majeure Events.

8.2.2 In all cases, any extension of time is conditioned on the following:

.1 That the cause is not due to the fault or negligence of the Design-Builder, and the Design-Builder has taken reasonable precautions to prevent the delays and minimize the effects thereof; and

.2 That the Design-Builder notifies the Owner's Designated Representative in writing within three (3) business days from the beginning of such delay specifying the nature of the delay and the measures that have been or will be taken to prevent or minimize the delay. Failure to submit written notice within this time period shall constitute an absolute waiver of any claim for a time extension.

.3 Any cost associated with an allowable extension of time will be calculated from Design-Builder's Daily Extended Overhead Rate.

8.2.3 Any Design-Builder claim for damages or additional compensation based on delay shall be limited to only those circumstances where the Design-Builder has fulfilled each of the following three requirements:

.1 Design-Builder has established its entitlement to a time extension pursuant to the provisions described above regarding delay and extensions to the Work.

.2 The delay was caused solely by Owner by Owner's issuance of changes made pursuant to the provisions of Article 9 or by or acts or neglect of Owner.

.3 The delay was unreasonable under the circumstances and not within the contemplation of the parties.

It is expressly understood and agreed that delays caused by Owner will be non-compensable when there are concurrent delays caused by the Design-Builder. Also, Design-Builder shall have no entitlement to additional compensation for any delay (including, but not limited to, Force Majeure Events) where there have been concurrent delays caused by non-compensable delays. For Force Majeure Events where there has not been a concurrent non-compensable delay, 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 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 any of the following:

.1 The scope of the change in the Work;

.2 The amount of the adjustment to the Contract Price; and/or

.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 actual costs incurred for material, estimating services, design services and services involved in the preparation of proposed revisions to the Contract Documents and overhead and profit, as may be set forth in the Agreement.

9.2 Change Order Process

9.2.1 A Request for Change (RFC) can be originated by either the Owner or the Design Builder at any time directing (from the Owner) or proposing (from the Design-Builder) a change in the Work.

9.2.2 The RFC submitted by the Design-Builder shall indicate what the change request is concerning in as great a detail as necessary and list any and all time considerations and cost implications of the scope change.

9.2.3 As soon as reasonably possible after receipt of an RFC from the Owner, or by a date agreed to by the parties, the Design-Builder must submit to the Owner a detailed price and schedule proposal for the work to be performed listing any and all time considerations and cost

implications of the scope change.

9.2.4 The RFC is a proposal and is not an approval to proceed with any change in work, cost or other Contract conditions. Upon receiving the Design-Builder's RFC or the Design-Builder's proposal in response to the Owner's RFC, the Owner will evaluate the request or proposal and either accept the Design-Builder's price and schedule proposal or modify it by negotiating in good faith with the Design-Builder. Upon the conclusion of negotiations, the Owner may issue a Change Order—either mutual or unilateral-- for the work.

9.2.5 The parties intend that a detailed modification will be executed in writing by both parties. Modifications that increase the cost to be paid Design-Builder may need to be approved by the Owner's Board of Directors. Disagreements that cannot be resolved through negotiations may be resolved in accordance with the procedures in Article 10 and Section 18.9.

9.2.6 In the event of a disagreement over a change, the Owner reserves the right in the reasonable exercise of its discretion to direct the Design-Builder to perform work though a Change Order that does not need to be executed by both parties. The Design-Builder must perform the work as directed and may exercise its rights to pursue a claim if it disagrees with the Authority's direction. Regardless of any disputes, the Design-Builder must proceed with the Work ordered.

9.2.7 A Change Order must be issued and executed by the Owner before any work is started on the items covered by the Change Order. Any extra work done without a written Change Order signed by the Owner's authorized representative will be considered as unauthorized and at the sole expense of the Design-Builder. In the event Design-Builder receives direction, instruction, interpretation, or determination from any source which may cause any change in the Work, Design-Builder must promptly notify the Owner. Such written notification will be given to the Owner before Design-Builder acts on said direction, instruction, interpretation, or determination.

9.3 Work Change Directives

9.3.1 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). Design-Builder shall proceed with the Work as directed pending execution of a Change Order.

9.3.2 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.

9.4 Minor Changes in the Work

Minor changes in the Work are those that 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.

9.5 Contract Price Adjustments

9.5.1 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 at the discretion of the Owner:

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

.2 A mutually accepted, lump sum, properly itemized and supported by sufficient substantiating data to permit cost analysis by Owner; and

.3 Direct and verifiable costs and fees in performing the changed work, plus markups for changed in accordance with Section 6.2 of the Agreement, subject to an agreed upon not-to-exceed amount; and

If an increase or decrease cannot be agreed to as set forth in items .1 through .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.

9.5.2 Not used.

9.5.3 Not used.

9.6 Emergencies

9.6.1 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.

9.7 Substitutions

9.7.1 Product substitution procedures are defined in Section 01 25 13, Product Substitution Procedures.

9.7.2 In order to represent and illustrate Owner's functional, aesthetic and quality requirements, certain articles or materials to be incorporated in the Work may be designated under a trade name or the name of a manufacturer and its catalog information. Except in those instances where the product is designated to match others in use in a particular improvement, either completed or in the course of completion, the use of an alternative article or material which is of equal quality and of the required characteristics for the purpose intended will be permitted, subject to the requirements described in Section 01 25 13, Product Substitution Procedures and as follows:

.1 The Design-Builder shall submit its request in writing for an alternative article or material. Such request shall be made in ample time to permit review and approval without delaying the Work. Design-Builder shall not be entitled to an adjustment of the Contract Time or an increase in the Contract Price based on any Design-Builder-proposed substitution.

.2 No such request will be considered unless accompanied by complete information and descriptive data necessary to determine whether the offered materials, articles, or equipment is equal to the specification in the Contract Documents. Samples shall be provided when requested by Owner. The Design-Builder shall satisfy Owner as to the equal quality, suitability or performance of the offered materials, articles or equipment. In the event that Owner rejects the use of such alternative materials, articles or equipment, then one of the particular products designated by brand name will be furnished (or a separate substitution approved by the Owner).

.3 The burden of proof as to the quality and suitability of alternatives shall be upon the Design-Builder, who shall furnish all information necessary as required by Owner. Owner shall be the sole judge as to the quality and suitability of alternative articles or materials and its decisions shall be final. Where use of an alternative material involves redesign of, or changes to, other parts of the Work, the cost and the time required to effect such redesign or changes will be considered in evaluating the suitability of the alternative material. All cost of redesign and/or substitutions will be borne by the Design-Builder.

.4 Whenever classification, rating or other certification by a body such as UL or NEMA is a part of the specification for any material, Design-Builder's request for use of alternative articles or materials shall be accompanied by reports from the listed or equivalent independent testing laboratory indicating compliance with the Contract Documents. The cost of all testing required to prove equality of the material proposed shall be borne by the Design-Builder. Approval of an alternative shall be only for the characteristics or use named in such approval, and shall not be used to change or modify any requirement of the Contract Documents.

Article 10
Contract Adjustments and Disputes

10.1 Requests for Contract Adjustments and Relief

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 in writing 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 written 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 in writing that will assist the parties in resolving their dispute or disagreement.

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 General Condition 18.9 and Public Contract Code § 9204.

10.2.4 No Admission or Waiver. The Owner's decision , either party's response in connection therewith, or the continued performance of the Agreement by either party shall not constitute an admission by either party as to any factual and/or legal position in connection with the dispute or a waiver of its rights under the Agreement or at law.

10.2.5 Provisional Remedies. No party shall be precluded from initiating a proceeding in court of competent jurisdiction for the purpose of obtaining any emergency or provisional remedy which may be necessary, and which is not otherwise available under this Article 10 (or for which relief under this section will not provide an effective remedy), to protect its rights, including without limitation temporary and preliminary injunctive relief, attachment, claim and delivery, receivership and any extraordinary writ.

10.2.6 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.

Article 11
Stop Work

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 in whole or in part. 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 under Section 11.1.1.

11.1.3 If the Design-Builder fails to promptly correct Work that is not in accordance with the requirements of the Contract Documents or persistently fails to carry out Work in accordance with the Contract Documents, Owner may, in writing, order the Design-Builder to stop the Work, or any portion thereof, until the cause for such order has been eliminated. The Design-Builder shall immediately comply with Owner's written order to stop the Work. Design-Builder shall resume Work as and when ordered to do so by Owner. Any stoppage of the Work under this section shall be at Design-Builder's expense, and Design-Builder shall have no claim against Owner based on Design-Builder's failure to perform the Work in accordance with the Contract Documents.

11.2 Not used.

11.3 Not used.

Article 12

Electronic Data

12.1 Electronic Data.
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

Any Owner materials to which Design-Builder has access, or deliverables (collectively referred to as "Confidential Information"), will be held in confidence by the Design-Builder. Design-Builder will exercise all reasonable precautions to prevent the disclosure of Confidential Information to anyone except its officers, employees, and agents as necessary to perform the Work. Design-Builder, its employees, subcontractors, and agents will not release any Confidential Information to any third party without Owner's prior written approval.

13.2 Assignment

13.2.1 Except as otherwise provided herein, Design-Builder shall not assign the Agreement, or any part thereof without prior express written consent of the Owner's Designated Representative, and any attempt thereat shall be void and unenforceable.

13.2.2 The Design-Builder may assign monies due or to become due him under the Agreement and such assignment will be recognized by Owner, if given proper notice thereof, to the extent permitted by law, but any assignment of monies shall be subject to all proper set-offs in favor of Owner and to all deductions provided for in the Agreement, and particularly all money withheld, whether assigned or not, shall be subject to being used by Owner for the completion of the Work in the event that the Design-Builder should be in default therein.

13.3 Successorship

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

All questions pertaining to the validity and interpretation of the Agreement shall be determined in accordance with the laws of California applicable to agreements made and to be performed within the State.

13.5 Severability

If any clause, provision, section or part of the Agreement is ruled invalid under Article 10 or by a court having proper jurisdiction, then the parties shall: (a) promptly meet and negotiate a substitute for such clause, provision, section or part, which shall, to the greatest extent legally permissible, effect the original intent of the parties, including an adjustment to the Contract Price to account for any change in the Work resulting from such invalidated portion; and (b) if necessary or desirable, apply to the court or other decision maker (as applicable) which declared such invalidity for an interpretation of the invalidated portion to guide the negotiations. The invalidity or unenforceability of any such clause, provision, section or part shall not affect the validity or enforceability of the balance of the Contract Documents, which shall be construed and enforced as if the Contract Documents did not contain such invalid or unenforceable clause, provision, section or part.

13.6 No Waiver

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

The headings used in these General Conditions, 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

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 or by the sent time indicated on the email. Notice to the Owner shall be provided to the Owner's Designated Representative designated in Section 9.1.2 of the Agreement. Notices to the Design-Builder shall be provided to the Design-Builder's Representative designated in Section 9.2 of the Agreement.

13.9 Amendments

13.9.1 Owner reserves the right to request changes in the services to be performed by Design-Builder. All such changes shall be incorporated in written amendments, which shall specify the changes in work performed and any adjustments in compensation and schedule. All amendments shall be executed by the Executive Director or a designated representative and Design-Builder and specifically identified as amendments to the Agreement. The Owner's Designated Representative is not a designated representative for purposes of approving an amendment.

13.9.2 Any services added to the scope of the Agreement by an amendment shall be subject to all applicable conditions of the Agreement. No claim for additional compensation or extension of time shall be recognized unless contained in a duly executed amendment.

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 Attorneys' Fees

The prevailing party in any legal action in a court of law under this Agreement shall be entitled to recover its reasonable attorneys' fees.

13.12 No Personal Liability

The Owner's board members, Executive Director, Secretary, Owner's Designated Representative, officers, agents, representatives and employees shall not be personally responsible for any loss, costs or damages resulting from any liability arising under or by virtue of this Agreement.

13.13 Taxes

13.13.1 Design-Builder shall pay all taxes and duties applicable to and assessable against any

Work, equipment, materials, services, processes, and operations incidental to or involved in the Agreement, including but not limited to, retail sales and use, transportation, export, import, business, and special taxes. The Design-Builder is responsible for ascertaining and acquainting itself with such taxes and making all necessary arrangements to pay them. The Design-Builder will maintain records that are auditable records, and these records shall be subject to Owner's review to verify that Design-Builder's tax payments are current at all times.

13.13.2 The Contract Price paid for the Work shall include full compensation for all taxes, which the Design-Builder is required to pay, whether imposed by federal, state or local government, including, without being limited to, Federal Excise Tax. No tax exemption certificate or any document designed to exempt the Design-Builder from payment of any tax will be furnished to the Design-Builder by Owner, as to any tax on labor, services, materials, transportation, or any other items furnished pursuant to the Agreement.

13.13.3 The Design-Builder shall withhold and pay any and all sales and use taxes, withholding taxes, whether federal, state or local, Social Security taxes, State Unemployment Insurance charges and all other taxes which are now or hereafter may be required to be paid or withheld under any laws.

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 Owner's Designated Representative. 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 Owner's Designated Representative's reasonable satisfaction, all damage resulting from its operations as a condition of contract acceptance.

Article 16
Design-Builder's Use of Premises

Design-Builder shall confine operations at the Project site to areas permitted by the Agreement and The City of Vallejo 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.

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 Owner's Designated Representative's Responsibility

The Owner's Designated Representative'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 Owner's Designated Representative may suspend operations if it determines that an imminent safety hazard exists.

Article 18
Public Works Contract Requirements

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

18.1 Skilled and Trained Workforce

By submitting a proposal, Design-Builder and all of its subcontractors at every tier commit to using a skilled and trained workforce to perform all work on the Project that falls within an Apprenticeable Occupation in the building and construction trades. (See Public Contract Code sections 22164 and 2600-2603.) Design-Builder further agrees to comply with all requirements related to providing a skilled and trained workforce, pursuant to Public Contract Code sections 2600-2603, including but not limited to the requirement to submit monthly reports to the Owner.

18.2 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. Owner will be entitled to recover its reasonable

costs incurred in providing the notification.

18.3 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 Design-Builder 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 Design-Builder pursuant to this contract and payment for which is not otherwise expressly provided or to which the Design-Builder is not otherwise entitled; or (c) payment of an amount that is disputed by the Owner.

The Design-Builder 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 Design-Builder'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 Design-Builder 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 Design-Builder 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 Design-Builder 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 Design-Builder identifying what portion of the claim is disputed and what portion is undisputed within 45 days of receipt of the claim. The Owner and Design-Builder 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 Design-Builder disputes the Owner's written statement, or if the Owner fails to respond, the Design-Builder 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, Design-Builder 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 Design-Builder may request a trial de novo.

18.4 Non-Collusion Declaration

Pursuant to Public Contract Code section 7106, Design-Builder must execute a Non-Collusion Declaration.

18.5 Notice of Taxable Possessory Interest

In accordance with Revenue and Taxation Code Section 107.6, the Agreement may create a possessory interest subject to personal property taxation for which Design-Builder will be responsible.

18.6 Maintenance, Examination and Audit of Records

In accordance with Government Code Section 8546.7, records of both the Owner and the Design-Builder will be subject to examination and audit by the State Auditor General for a period of 3 years after final payment. Separate and apart from the obligations under Section 8546.7, the Owner shall have the right to audit project records at Owner's discretion under the following circumstances: (a) submission of a Public Records Act request regarding the project; (b) inability to resolve a disputed contract change order; or (c) submission of a claim.

18.7 Safety Requirements

The Design-Builder 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 Design-Builder. 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 Design-Builder’s responsibility to furnish only such material, equipment and facilities.

18.8 Compliance with All Applicable Laws

Design-Builder 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 Design-Builder 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.

18.9 Equal Employment Opportunity

In connection with the performance of this Contract, the Design-Builder shall not discriminate against any employee or applicant for employment because of race, color, religion, citizenship, political activity or affiliation, national origin, ancestry, physical or mental disability, marital status, age, medical condition (as defined under California law), veteran status, sexual orientation, gender identity, gender expression, sex or gender (which includes pregnancy, childbirth, breastfeeding, or related medical conditions), taking or requesting statutorily protected leave, or any other characteristics protected under federal, state, or local laws. The Design-Builder shall take affirmative actions to ensure that applicants are employed, and that employees are treated during their employment, without regard to their race, religion, color, sex, disability,

national origin, or any other characteristic protected under state, federal, or local laws. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Design-Builder agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause. The Design-Builder further agrees to insert a similar provision in all subcontracts, except subcontracts for standard commercial supplies or raw materials.

The Design-Builder will, in all solicitations or advancements for employees placed by or on behalf of the Design-Builder, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

The Design-Builder will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Design-Builder's legal duty to furnish information.

Iran Contracting Certification

Design-Builder certifies that it is not on the California Department of General Services (DGS) list of persons determined to be engaged in investment activities in Iran or otherwise in violation of the Iran Contracting Act of 2010 (Public Contract Code Section 2200-2208).

Article 19
Construction Details

A Pre-Contract Meeting will be held after the contract is signed and prior to issuance of the Notice to Proceed. The Owner's Designated Representative 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 and may include major Subcontractors.

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

1. All applicable business licensing to complete the Project's scope of work.

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.

Article 20
Remedies

20.1 Rights and Remedies of Owner. Owner shall have the following rights in the event that Owner deems the Design-Builder has breached of any term under the Agreement or Contract Documents and Design-Builder has failed to cure, or reasonably commenced to cure, the breach within seven (7) days of Design-Builder's receipt of such notice from Owner:

A. The right to take over and complete the Work or any part thereof as Owner for and at the expense of Design-Builder, either directly or through other contractors;

B. The right to cancel this Agreement as to any or all of the Work yet to be performed;

C. The right to specific performance, an injunction or any other appropriate equitable remedy; and

D. The right to money damages.

The duties and obligations imposed by the Contract documents and the rights and remedies available to the Owner thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available to the Owner by law.

20.2 Rights and Remedies of Design-Builder. Inasmuch as Design-Builder can be adequately compensated by money damages for any breach of this Agreement, which may be committed by Owner, Design-Builder expressly agrees that no default, act or omission of Owner, except as set forth in Article 8 of the Agreement, shall constitute a material breach of this Agreement, entitling Design-Builder to cancel or rescind the Contract (unless Owner directs Design-Builder to do so) or to suspend or abandon performance.

20.3 No action or failure to act by the Owner or Design-Builder shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

END OF DOCUMENT

SECTION 00 72 10

FTA GENERAL PROVISIONS

1. **DEFINITIONS**. The following definitions apply to these federal terms and conditions:

a. "Bid" means bid, proposal, or offer.
b. "Bidder" means bidder, proposer, or offeror.
c. "WETA" means the San Francisco Bay Area Water Emergency Transportation Authority.
d. "Contract" or "Agreement" means the agreement to which these Federal Terms and Conditions apply.
e. "Contractor" means the person or entity named in the Purchase Order, Bid, Proposal or Contract to which these Federal Terms and Conditions apply.
f. "FTA" means the Federal Transit Administration.
g. "U.S. DOT" means United States Department of Transportation.

2. **APPLICABILITY**. These terms apply only to the extent allowed under applicable federal law.

3. **FLY AMERICA REQUIREMENTS**. The Contractor agrees to comply with 49 U.S.C. 40118 (the "Fly America Act") in accordance with the General Services Administration's regulations at 41 CFR Part 301-10, which provide that recipients and subrecipients of Federal funds and their Contractors are required to use U.S. flag air carriers for U.S. Government-financed international air travel and transportation of their personal effects or property to the extent such service is available, unless travel by foreign air carrier is a matter of necessity as defined by the Fly America Act. The Contractor must submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a U.S. flag air carrier was not available or why it was necessary to use a foreign air carrier and must, in any event, provide a certificate of compliance with the Fly America requirements, if used. The Contractor agrees to include the requirements of this Section in all subcontracts that may involve international air transportation.

4. **ENERGY CONSERVATION**. The Contractor agrees to comply with mandatory standards and policies relating to energy efficiency, which are contained in the state energy conservation plan issued in compliance with the Federal Energy Policy and Conservation Act, 42 U.S.C. § 6321 *et seq*.

5. **RECYCLED PRODUCTS**. The Contractor agrees to provide a preference for those products and services that conserve natural resources, protect the environment, and are energy efficient by complying with and facilitating compliance with Section 6002 of the Resource Conservation and Recovery Act, as amended, 42 U.S.C. § 6962, and U.S. Environmental Protection Agency (U.S. EPA), "Comprehensive Procurement Guideline for Products Containing Recovered Materials," 40 C.F.R. part 247.

6. **CARGO PREFERENCE REQUIREMENTS**. The Contractor agrees: (a) to use privately owned United States Flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this Contract by ocean vessels to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels; (b) to furnish within 20 working days following the date of loading for shipments originating within the United States or within 30 working days following the date of leading for shipments originating outside the United States, a legible copy of a rated, "on-board" commercial ocean bill-of -lading in English for each shipment of cargo described in the preceding paragraph to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590 and to WETA (through the Contractor in the case of a subcontractor's bill-of-lading); and (c) to include these requirements in all subcontracts issued pursuant to this Contract when the subcontract may involve the transport of equipment, Material, or commodities by ocean vessel.

7. **ACCESS TO RECORDS AND REPORTS**. Contractor must provide all authorized representatives of WETA, the FTA Administrator, the State Auditor and the Comptroller General of the United States access to any books, documents, papers and records of the Contractor which are related to performance of this Contract for the purposes of making audits, copies, examinations, excerpts and transcriptions. Contractor

also agrees to retain and maintain, and will require its subcontractors to retain and maintain, all books, records, accounts and reports related to this Contract for a period of not less than three years after the date of termination or expiration of this Contract, except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case Contractor agrees to maintain the same until WETA, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto.

8. **FEDERAL CHANGES**. Contractor must at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the applicable Master Agreement between WETA and the FTA, as they may be amended or promulgated from time to time during the term of this Contract. Contractor's failure to so comply constitutes a material breach of this Contract.

9. **NO GOVERNMENT OBLIGATION TO THIRD PARTIES**. WETA and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying Contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this Contract and will not be subject to any obligations or liabilities to WETA, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying Contract. The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor/subconsultant who will be subject to its provisions.

10. **PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS**.

a. The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 *et seq*. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 CFR Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying Contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying Contract or the FTA assisted project for which this Contract is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.

b. The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. Chapter 53, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5353(l) on the Contractor, to the extent the Federal Government deems appropriate.

c. The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses will not be modified, except to identify the subcontractor/subconsultant who will be subject to the provisions.

11. **CIVIL RIGHTS REQUIREMENTS**.

a. Nondiscrimination - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

b. Equal Employment Opportunity - The following equal employment opportunity requirements apply to the underlying Contract:

i. Race, Color, Creed, National Origin, Sex - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect activities undertaken in the performance of the Contract. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

ii. Age - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § 623 and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

iii. Disabilities - In accordance with Title I of the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12101 *et seq.* (ADA), the Contractor agrees to comply with the ADA, and agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 CFR Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

The Contractor also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

12. SAFE OPERATION OF MOTOR VEHICLES. The Contractor is encouraged to adopt and promote on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned vehicles, company-rented vehicles, or personally operated vehicles. The terms “company-owned” and “company-leased” refer to vehicles owned or leased either by the Contractor or WETA. The Contractor agrees to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while using an electronic device supplied by an employer, and driving a vehicle the driver owns or rents, a vehicle Contractor owns, leases, or rents, or a privately-owned vehicle when on official business in connection with the work performed under this Contract. The Contractor also agrees to conduct workplace safety initiatives in a manner commensurate with its size, such as establishing new rules and programs to prohibit text messaging while driving, re-evaluating the existing programs to prohibit text messaging while driving, and providing education, awareness, and other outreach to Contractor’s employees about the safety risks associated with texting while driving. The Contractor agrees to include the requirements of this Section in all subcontracts at each tier.

13. TELECOMMUNICATIONS EQUIPMENT OR SERVICES; VIDEO SURVEILLANCE EQUIPMENT OR SERVICES. The Contractor represents that the Contractor, and its subcontractors and subconsultants, will not provide or use covered telecommunications equipment or services as a substantial or essential component of any system or as critical technology as part of any system, in accordance with Section 889 of the John S. McCain National Defense Authorization Act, in the performance of this Contract. "Covered telecommunications equipment or services" means any of the following: (1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities); (2) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities); (3) Telecommunications or video surveillance services provided by such entities or using such equipment listed in (1) or (2); or (4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled

by, or otherwise connected to, the government of the People's Republic of China. "Substantial or essential component" means any component necessary for the proper function or performance of a piece of equipment, system, or service. "Critical technology" includes those critical technologies listed in 48 C.F.R. 52.204–25, subpart (a).

14. **CERTIFICATION FOR FEDERAL TAX LIABILITY AND RECENT FELONY CONVICTIONS**. By submitting a bid or proposal, the Contractor certifies that it (1) does not have any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and (2) has not been convicted of a felony criminal violation under any Federal law within the preceding 24 months. The Contractor must flow this requirement down to subcontractors and vendors at all lower tiers.

15. **VETERANS PREFERENCE**. To the extent practicable, the Contractor agrees that it and its subcontractors:

a. Will give a hiring preference to veterans, as defined in 5 U.S.C. § 2108, who have the requisite skills and abilities to perform the construction work required under a third party contract in connection with a capital project supported with funds appropriated or made available for 49 U.S.C. chapter 53, and

b. Will not be required to give a preference to any veteran over any equally qualified applicant who is a member of any racial or ethnic minority, female, an individual with a disability, or a former employee.

16. **GOVERNMENT-WIDE DEBARMENT AND SUSPENSION**. This contract is a covered transaction subject to the requirements of 2 CFR Part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)" and 2 CFR Part 1200, U.S. DOT regulations, “Nonprocurement Suspension and Debarment.” These provisions apply to each contract at any tier of $25,000 or more, and to each contract at any tier for a federally required audit (irrespective of the contract amount), and to each contract at any tier that must be approved by an FTA official irrespective of the contract amount. As such, the Contractor is required to verify that its principals, affiliates, and subcontractors are eligible to participate in this federally funded contract and are not presently declared by any Federal department or agency to be: (a) Debarred from participation in any federally assisted Award; (b) Suspended from participation in any federally assisted Award; (c) Proposed for debarment from participation in any federally assisted Award; (d) Declared ineligible to participate in any federally assisted Award; (e) Voluntarily excluded from participation in any federally assisted Award; or (f) Disqualified from participation in ay federally assisted Award.

By signing and submitting its bid or proposal, the bidder or proposer certifies as follows:
The certification in this clause is a material representation of fact relied upon by WETA. If it is later determined by WETA that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to WETA, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. Part 180, subpart C, as supplemented by 2 C.F.R. Part 1200, while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

17. **LOBBYING**. Contractor shall file the certification required by 49 CFR Part 20, “New Restrictions on Lobbying.” Contractor shall certify that it will not and has not used Federally appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of WETA, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Contractor shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures shall be forwarded to WETA. Contractor shall ensure that all of its subcontractors/subconsultants under this Contract shall certify the same. WETA is responsible for keeping the certification of the Contractor, who is in turn responsible for keeping the certification forms of

subcontractors/subconsultants. The Bidder shall complete Standard Form SF-LLL, "Disclosure of Lobbying Activities," which is included with the Bid Documents, including instructions for completion.

18. **CLEAN WATER AND AIR REQUIREMENTS**. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et *seq*., and the Clean Air Act, as amended, 42 U.S.C. 7401 et *seq*. The Contractor agrees to report each violation to WETA and understands and agrees that WETA will, in turn, report each violation as required to assure notification to the FTA and the appropriate EPA regional office. The Contractor also agrees to include these requirements in each subcontract exceeding $150,000 financed in part or in whole with federal assistance provided by the FTA.

19. **BUY AMERICA REQUIREMENTS**. The Contractor agrees to comply with 49 U.S.C. 5323(j) and 49 CFR Part 661, which provide that Federal funds may not be obligated unless steel, iron, and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 CFR § 661.7. Separate requirements for rolling stock are set out at 49 U.S.C. 5323(j)(2)(C) and 49 CFR § 661.11. All bidders or proposers must submit the appropriate Buy America certification to WETA with their bids or proposals, except those subject to a general waiver. Proposals that are not accompanied by a completed Buy America certification will be rejected as nonresponsive. This requirement does not apply to lower tier subcontractors.

20. **BUILD AMERICA, BUY AMERICA ACT**. For construction materials used in the Project, the Contractor agrees to comply with the domestic preference requirement of the Build America, Buy America Act, Pub. L. 117-58, div. G, tit. IX, §§ 70911 – 70927 (2021), as implemented by the U.S. Office of Management and Budget in 2 CFR Part 184, U.S. DOT, and FTA, unless a waiver applies. Contractor agrees to maintain documentation of BABA compliance. Contractor agrees to provide documentation of BABA compliance that is satisfactory to WETA upon request.

21. **ACCESSIBILITY**. The Contractor agrees to comply with all applicable requirements of the Americans with Disabilities Act of 1990 (ADA), as amended, 42 USC § 12101 et seq.; section 504 of the Rehabilitation Act of 1973, as amended; 29 USC § 794; 49 USC § 5301(6); 49 CFR Parts 27, 37, 38, and 39 and any implementing requirements and regulations FTA may issue. These regulations provide that no handicapped individual, solely by reason of his or her handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity included in or resulting from this Agreement.

22. **DAVIS-BACON ACT REQUIREMENTS**.

a. Minimum wages

i. All laborers and mechanics employed or working upon the site of any qualifying construction work under the Contract (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the Contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section I (b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of Subsection (A)(4) of this Section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage

determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR Part 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein, provided that the employer's payroll records accurately set forth the time spent in each classification in which such work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (A)(4) of this section) and the Davis-Bacon poster (WH- 1321) shall be posted at all times by the Contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

ii. Whenever the minimum wage rate prescribed in the Contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the Contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

iii. If the Contractor does not make payments to a trustee or other third person, the Contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, provided that the Secretary of Labor has found, upon the written request of the Contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the Contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

iv. (a) The contracting officer shall require that any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the Contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefor only when the following criteria have been met: (1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and (2) The classification is utilized in the area by the construction industry; and (3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(b) If the Contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(c) In the event the Contractor, the laborers or mechanics to be employed in the classification, or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination with 30 days of receipt sand so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(d) The wage rate (including fringe benefits where appropriate) determined pursuant to Subsections (A)(4)(b) or (c) of this Section, shall be paid to all workers performing work in the classification under this Contract from the first day on which work is performed in the classification.

b. Withholding - WETA shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the Contractor under this Contract or any other Federal contract with the Contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements which is held by the Contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the Contractor or any subcontractor the full amount of wages required by the Contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the Contract, WETA may, after written notice to the Contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

c. Payrolls and basic records

i. Payrolls and basic records relating thereto shall be maintained by the Contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section I (b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the Contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

ii. (a) The Contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to WETA for transmission to the Federal Transit Administration. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at http://www.dol.gov/esa/whd/forms/wh347instr.htm or its successor site. The Contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to WETA if the agency is a party to the contract, but the agency is not such a party, the contractor will submit them to the applicant, sponsor, or owner, as the case may be, for transmission to the (write in name of agency), the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the sponsoring government agency (or the applicant, sponsor, or owner).

(b) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the Contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the Contract and shall certify the following:

(i) That the payroll for the payroll period contains the information to be provided under §5.5(a)(3)(ii) of Regulations, 29 CFR Part 5, the appropriate information is being maintained under §5.5(a)(3)(i) of Regulations, 29 CFR Part 5, and that such information is correct and complete;

(ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the Contract during the payroll period has been paid the full weekly wages earned, without rebate either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR Part 3;

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the Contract.

(c) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (C)(2)(b) of this Section.

(d) The falsification of any of the above certifications may subject the Contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.

iii. The Contractor or subcontractor shall make the records required under paragraph (3)(i) of this Section available for inspection, copying, or transcription by authorized representatives of the Federal Transit Administration or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the Contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the Contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

d. Apprentices and Trainees

i. Apprentices - Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the Contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where Contractor is performing construction on a project in a locality other than that in which its

program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the Contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journey hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator of the Wage and Hour Division of the U.S. Department of Labor determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Bureau of Apprenticeship and Training, or a State Apprenticeship Agency recognized by the Bureau, withdraws approval of an apprenticeship program, the Contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

ii. Trainees - Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the Contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

iii. Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of 29 CFR Part 30.

e. Compliance with Copeland Act requirements - The Contractor shall comply with the requirements of 29 CFR Part 3, which are incorporated by reference in this Contract.

f. Subcontracts - The Contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the Federal Transit Administration may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The Contractor shall be responsible for the compliance by any subcontractor or lower subcontractor with all the contract clauses in 29 CFR 5.5.

g. Contract termination: Debarment - A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the Contract and for debarment as a Contractor and a subcontractor as provided in 29 CFR 5.12.

h. Compliance with Davis-Bacon and Related Act requirements - All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this Contract.

i. Disputes Concerning Labor Standards - Disputes arising out of the labor standards provisions of this Contract shall not be subject to the general disputes clause of this Contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the Contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

j. Certification of eligibility

i. By entering into this Contract, the Contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the Contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

ii. No part of this Contract shall be subcontracted to person or firm ineligible for an award of a government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

iii. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

k. Wage Determination – The applicable Davis-Bacon wage determination is found at the following link and is hereby incorporated into this contract by reference: https://sam.gov/wage-determination/CA20260007/5

23. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT. In accordance with the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 3701-3708), as supplemented by the United States Department of Labor regulations at 29 C.F.R. part 5, the following requirements apply to all laborers and mechanics employed by the Contractor or subcontractor in the performance of any part of the work under the Contract, including watchmen, guards, and workers performing services in connection with dredging or rock excavation. (40 U.S.C.A. § 3701)

a. Overtime Requirements – Neither the Contractor nor its subcontractors may permit any laborer or mechanic in any workweek in which he or she is employed on such work under this Contract to work in excess of forty (40) hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

b. Violation, Liability for Unpaid Wages, Liquidated Damages – In the event of any violation of the clause set forth in paragraph A of this Section, the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, Contractor and subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph A of this Section in the sum of $10.00 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty (40) hours without payment of the overtime wages required by the clause set forth in paragraph A of this Section.

c. Withholding for Unpaid Wages and Liquidated Damages – WETA shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from any moneys payable on account of work performed by Contractor under any such contract or any other Federal contract with Contractor or any other federally assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by Contractor, such sums as may be determined to be necessary to satisfy any liabilities of Contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph B of this Section.

d. Subcontracts – The Contractor shall insert in any subcontract the clauses set forth in this Section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in this Section.

e. Payrolls and Basic Records – Payrolls and basic records relating thereto shall be maintained by the Contractor during the course of the work and preserved for a period of three (3) years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in Section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1(b)(2)(B) of the Davis-Bacon Act, the Contractor shall maintain records that show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and shall also maintain records that show the costs anticipated or the actual cost incurred in providing such benefits. Should the Contractor employ apprentices or trainees under approved programs, it shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

f. Occupational Safety and Health Act – The Contractor agrees to comply with Section 107 of the Contract Work Hours and Safety Standards Act, 40 U.S.C. Section 333, and applicable DOL regulations, "Safety and Health Regulations for Construction", 29 CFR Part 1926. Among other things, the Contractor agrees that it will not require any laborer or mechanic to work in unsanitary, hazardous, or dangerous surroundings or working conditions.

The Contractor also agrees to include the requirements of this Subsection F in each subcontract. The term "subcontract" under this Subsection is considered to refer to a person who agrees to perform any part of the labor or material requirements of a contract for construction, alteration or repair. A person who undertakes to perform a portion of a contract involving the furnishing of supplies or materials will be considered a "subcontractor" under this Section if the work in question involves the performance of construction work and is to be performed: (1) directly on or near the construction site, or (2) by the employer for the specific project on a customized basis. Thus, a supplier of materials that will become an integral part of the construction is a "subcontractor" if the supplier fabricates or assembles the goods or materials in question specifically for the construction project and the work involved may be said to be construction activity. If the goods or materials in question are ordinarily sold to other customers from regular inventory, the supplier is not a "subcontractor." The requirements of this Section do not apply to contracts or subcontracts for the purchase of supplies or materials or articles normally available on the open market.

24. **SEISMIC SAFETY**. The Contractor agrees that any new building or additions to an existing building will be designed and constructed in accordance with the standards for seismic safety required in Department of Transportation Seismic Safety Regulations 49 CFR Part 41 and will certify to compliance to the extent required by the regulation. The Contractor also agrees to ensure that all work performed under this Agreement, including work performed by a subcontractor, is in compliance with the standards required by the Seismic Safety Regulations and with the certification of compliance issued on the project.

25. **NOTIFICATION REGARDING FALSE CLAIMS, FRAUD, WASTE, ABUSE, AND OTHER LEGAL MATTERS**.

a. The Contractor agrees to promptly notify the FTA Chief Counsel and the FTA Regional Counsel for Region IX if it has knowledge of (i) any current or prospective legal matter that may affect the Federal Government, including but not limited to, a major dispute, breach, default, litigation, or naming the Federal Government as a party to litigation or a legal disagreement in any forum for any reason, or (ii) any matters that may affect the Federal Government, including but not limited to, the Federal Government's interests in the Federal Award supporting this Agreement, this Agreement and any amendments thereto, or the Federal Government's administration or enforcement of federal laws, regulations, and requirements.

The Contractor further agrees to promptly notify the FTA Chief Counsel, the FTA Regional Counsel for FTA Region IX, and the U.S. DOT Office of Inspector General if it has knowledge of potential fraud, waste, or abuse occurring on a Project receiving assistance from FTA, including but not limited to knowledge that a person has or may have (i) submitted a false claim under the False Claims Act, 31 U.S.C. § 3729, et seq., or (ii) committed a criminal or civil violation of law pertaining to such matters as fraud, conflict of interest, bid rigging, misappropriation or embezzlement, bribery, gratuity, or similar misconduct involving federal assistance.

The Contractor further agrees to promptly notify WETA of any matter described above that relates to this Agreement or any other federally assisted agreement between the Contractor and WETA.

"Knowledge," as used in this section, includes, but is not limited to, knowledge of a criminal or civil investigation by a Federal, state, or local law enforcement or other investigative agency, a criminal indictment or civil complaint, or probable cause that could support a criminal indictment, or any other credible information in the Contractor's possession. "Promptly," as used in this section, means to refer information without delay and without change.

b. The Contractor agrees to include the above clause in all subcontracts entered into for the performance of this Agreement. It is further agreed that the above clause shall not be modified, except to identify the subcontractor/subconsultant who will be subject to its provisions.

26. **DISADVANTAGED BUSINESS ENTERPRISE PROGRAM REQUIREMENTS**. As a recipient of federal funds from U.S. DOT, WETA is required to comply with 49 CFR Part 26, as may be amended (Regulations). WETA is committed to and has adopted a Disadvantaged Business Enterprise (DBE) Program for the participation of DBEs and Small Business Enterprises (SBEs) in WETA's federally assisted contracting opportunities in accordance with the Regulations, which is incorporated into this Agreement by this reference and is available at: https://sanfranciscobayferry.com/dbe-and-sbe-information/.

On October 3, 2025, U.S. DOT issued an Interim Final Rule amending the Regulations (Interim Final Rule). As a result of the Interim Final Rule, WETA has placed a moratorium on some of the DBE requirements associated with this Agreement.
It is the policy of WETA to ensure nondiscrimination in the award and administration of contracts assisted by the U.S. DOT and to create a level playing field on which DBEs and SBEs can compete fairly for WETA's federally assisted contracts. To this end, WETA has developed procedures to remove barriers to DBE and SBE participation in the bidding and award process and to assist DBEs and SBEs to develop and compete successfully outside the DBE Program. In connection with the performance of the Contract, the Contractor will cooperate with WETA in meeting these commitments and objectives.

DBE and SBE Certifications
As a result of the Interim Final Rule, the definition of DBE has changed and the DBE database maintained by the California Unified Certification Program (CUCP) currently lists firms certified under invalid certification standards. Accordingly, as of October 3, 2025, the Contractor is not required to obtain DBE participation on this Agreement or to comply with DBE performance monitoring requirements focused on validating DBE participation under this Agreement, however, Contractor is required to submit the documentation and to comply with the reporting and prompt payment requirements set forth below. WETA may, at some time in the future, direct the Contractor to maintain records of all DBE participation in the performance of this Agreement. In the event that WETA directs the Contractor to maintain records of all DBE participation in

the performance of this Agreement, all DBE firms participating in the project must be certified DBEs as of the date of such direction by WETA. WETA will accept certifications by the CUCP that are in compliance with the Interim Final Rule.

SBEs are firms that are "small business concerns," as defined in section 3 of the Small Business Act and the Small Business Administration's implementing regulations at 13 CFR part 121, and their average annual gross receipts for the previous three fiscal years do not exceed $31.84 million.

Contract Assurance

Pursuant to 49 C.F.R. §26.13, and as a material term of any agreement with WETA, the Contractor hereby makes the following assurance and agrees to include this assurance in any agreements it makes with subcontractors or subconsultants in the performance of this Contract:

The Contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT–assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to: (1) Withholding monthly progress payments; (2) Assessing sanctions; (3) Liquidated damages; and/or (4) Disqualifying the contractor from future bidding as non-responsible.

Documentation and Reporting Requirements

The Contractor must submit with its bid the following documentation using the forms and in accordance with the instructions provided by WETA: (i) a Prime Contractor/Consultant and Subcontractors/Subconsultants/Supplier Report; (ii) SBE Affidavit of Size for its firm, if applicable, and for any SBE subcontractors, subconsultants, or suppliers proposed to perform the services under this contract; and (iii) Description of the Selection Process of Subcontractors/Subconsultants/Suppliers, if applicable.

During the contract term, the Contractor must provide all information on subcontractor participation that WETA requires as part of its DBE program. Contractor must submit invoices, as well as required information concerning subcontractor performance and payment, through WETA's online contract management system, in accordance with instructions provided by WETA.

The Contractor and its subcontractors must maintain subcontracting records pertaining to this Agreement, including but not limited to subcontracts and material orders, for three (3) years following the expiration or termination of this Agreement. These records will be made available for inspection upon request by any authorized representative of WETA.

The Contractor must promptly notify WETA whenever a subcontractor performing work related to this Agreement is terminated or fails to complete its work. WETA reserves the right to require the Contractor or its subcontractors to provide additional information related to DBE/SBE participation.

Prompt Payment Requirements

The Contractor is required to pay its subcontractors for satisfactory performance of work related to this contract no later than 30 days after the Contractor receives payment for that work from WETA. In addition, the Contractor is required to pay all retainage owed to subcontractors for satisfactory completion of work no later than 30 days after the Contractor's receipt of payment for that work from WETA. The Contractor must include this paragraph in all subcontracts, including but not limited to broker, dealer, vendor, supplier purchase orders or other source agreements, for the performance of work under this Agreement.

Enforcement

WETA will monitor the Contractor's compliance with the requirements of the Regulations and WETA's DBE Program. WETA may impose contract remedies available under applicable laws and regulations for non-compliance. Such remedies may include, but are not limited to, withholding of progress payments and contract retentions, imposition of liquidated damages, and termination of the Contract in whole or in part.

27. INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS. The preceding provisions include, in part, certain terms and conditions required by U.S. DOT, whether or not expressly set forth in

the preceding provisions. All contractual provisions required by the U.S. DOT, as set forth in FTA Circular 4220.1G, dated January 17, 2025, as may be amended, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Contract. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any WETA requests which would cause WETA to be in violation of the FTA terms and conditions.

SECTION 00 73 00

SUPPLEMENTAL CONDITIONS

1. ANTITRUST CLAIM ASSIGNMENT

In entering into an Agreement or a subcontract to supply goods, services, or materials pursuant to this Agreement, the 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 this Agreement or a subcontract. This assignment will be made and become effective at the time the awarding body tenders final payment to the Design-Builder, without further acknowledgment by the parties.

2. PROHIBITED INTEREST

The Design-Builder shall not offer or provide gratuities in the form of gifts, entertainment, loans, meals, rewards, and/or services to representatives of Owner, including but not limited to, employees, agents, engineering service consultants, architects, engineers, inspectors and/or testing agencies retained by Owner. If it is found that the Design-Builder has violated this provision, the Contract may be subject to termination for an event of default as detailed in Article 8 of the Design-Build Agreement.

During the term of the Contract and until the final payment has been made to the Design-Builder, the Design-Builder shall not employ or compensate in any manner whatsoever, Owner's employees and authorized representatives, agents, and any engineering service consultants, consulting engineers and architects, inspectors, and/or testing agencies retained by Owner. Any exceptions to the employment or compensation to any of the above named parties must be made in writing by Owner. If the Design- Builder offers or provides employment or compensation to those named above during the term of the Contract, the Contract may be subject to termination for an Event of Default as detailed in Article 8 of the Design-Build Agreement.

No member, officer or employee of Owner during their tenure or for one year after that tenure shall have any interest, direct or indirect, in this Contract or proceeds under this Contract.

3. LABOR CODE REQUIREMENTS

A. Labor Non-Discrimination

Attention is directed to Section 1735 of the Labor Code which provides that Design-Builder 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. Design-Builder further agrees to include a similar provision in all subcontracts, except subcontracts for standard commercial supplies or raw materials.

B. 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.

Attention is directed to the requirements of Sections 4100 to 4113, inclusive, of the California Public Contract Code which are applicable to this Agreement. Design-Builder must list the name, business address, California contractor license number and public works contractor registration number issued in accordance with Labor Code Section 1725.5 of each Subcontractor to whom the Design-Builder proposes to subcontract a portion of the Work in an amount in excess of one-half of one percent (.5%) of the Grand Total Amount, along with a description of the portion of the Work which will be done by each subcontractor, by executing

the “List of Subcontractors” form.

C. 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 DIR contractor and subcontractor registration requirements articulated in part by Cal. Labor Code section 1725.5.

Design-Builder shall possess and maintain a General Engineering License A for the prime contractor, as well as all licenses required to perform the Design-Build services. Subcontractors must possess and maintain all licenses required by the State of California for their particular specialties.

D. Prohibitions 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.

E. Worker’s Compensation

Pursuant to the requirements of Section 1860 of the California Labor Code, the Design-Builder will be required to secure the payment of workers' compensation to its employees in accordance with the provisions of Section 3700 of the Labor Code.

By signing this Contract, Design-Builder certifies the following:

“I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers’ compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.”

F. Prevailing Wages

Design-Builder shall comply with California Labor Code Sections 1770 to 1780, inclusive. In accordance with Section 1775, the Design-Builder 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. The amount of this forfeiture shall be determined by the Labor Commissioner and shall be based on consideration of the mistake, inadvertence, or neglect of the Contractor or subcontractor in failing to pay the correct rate of prevailing wages, or the previous record of the Contractor or subcontractor in meeting their respective prevailing wage obligations, or the willful failure by the Contractor or subcontractor to pay the correct rates of prevailing wages. A mistake, inadvertence, or neglect in failing to pay the correct rate of prevailing wages is not excusable if the Contractor or subcontractor had knowledge of the obligations under the Labor Code. 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 Design-Builder or Subcontractor.

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. Pursuant to §1773.2 of the Labor Code, the Design-Builder shall post general prevailing wage rates at a prominent place at the site of the Work.

If a worker employed by a subcontractor on the Project is not paid the general prevailing per diem wages by the Subcontractor, the Design-Builder is not liable for the penalties described above unless the Design-Builder had knowledge of that failure of the Subcontractor to pay the specified prevailing rate of wages to those workers or unless the Design-Builder fails to comply with all of the following requirements:

1) The Agreement executed between Design-Builder and the Subcontractor for the performance of work on the Project shall include a copy of the requirements in Sections 1771, 1775, 1776, 1777.5, 1813 and 1815 of the Labor Code.

2) Design-Builder shall monitor the payment of the specified general prevailing rate of per diem wages by the Subcontractor to the employees by periodic review of the certified payroll records of the subcontractor.

3) Upon becoming aware of the subcontractor's failure to pay the specified prevailing rate of wages to the Subcontractor's workers, the Design-Builder shall diligently take corrective action to halt or rectify the failure, including, but not limited to, retaining sufficient funds due the Subcontractor for Work performed on the Project.

4) Prior to making final payment to the subcontractor for work performed on the Project, the Design-Builder shall obtain an affidavit signed under penalty of perjury from the Subcontractor that the Subcontractor has paid the specified general prevailing rate of per diem wages to the Subcontractor's employees on the Project and any amounts due pursuant to Section 1813 of the Labor Code.

Pursuant to Section 1775 of the Labor Code, the Division of Labor Standards Enforcement shall notify the Design-Builder on the Project within fifteen (15) days of the receipt by the Division of Labor Standards Enforcement of a complaint of the failure of a subcontractor on that Project to pay workers the general prevailing rate of per diem wages. If the Division of Labor Standards Enforcement determines that employees of a Subcontractor were not paid the general prevailing rate of per diem wages and if Owner did not retain sufficient money under the Agreement to pay those employees the balance of wages owed under the general prevailing rate of per diem wages, the Design-Builder shall withhold an amount of money due the Subcontractor sufficient to pay those employees the general prevailing rate of per diem wages if requested by the Division of Labor Standards Enforcement. Design-Builder shall pay any money retained from and owed to a Subcontractor upon receipt of notification by the Division of Labor Standards Enforcement that the wage complaint has been resolved. If notice of the resolution of the wage complaint has not been received by the Design-Builder within one hundred eighty (180) days of the filing of a valid notice of completion or acceptance of the Project, whichever occurs later, the Design-Builder shall pay all monies retained from the subcontractor to Owner. These monies shall be retained by Owner pending the final decision of an enforcement action.

When both Federal and California Prevailing Wage Laws apply to the Agreement, the Design-Builder and any Subcontractor shall pay their workers the higher of the two prevailing wage rates. To the extent that contract provisions required by Federal and State law are inconsistent, the Design-Builder is responsible for complying with the more comprehensive or stricter requirements. The Design-Builder and all subcontractors shall insert this clause in any lower-tier contract. Federal prevailing wage rate, if applicable, are contained in a separate section.

G. Hours of Labor

Eight hours labor constitutes a legal day's work. Design-Builder shall forfeit, as penalty to Owner, $25 for each worker employed in the performance of the Agreement by Design-Builder 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 Design-Builder 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. In addition, Design-Builder/subcontractor may be required to pay double the basic rate of pay for all hours worked in excess of 12 hours in any workday and under other circumstances. (See California Code of Regulations sections 16100(c)(6), 16200(a)(3)(F) and applicable prevailing wage determinations.)

H. Contractor Registration

Design-Builder or its contractor, and all Subcontractors, must be registered with the California Department of Industrial Relations ("DIR") 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. Owner shall have the right to terminate any agreement in the event of non-compliance with this requirement, or require termination of Design-Builder and/or Subcontractor not in compliance with this requirement.

I. 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. In the event Design-Builder does not make progress payments 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.

J. Certified Payroll Records (CPRs)

Design-Builder and each Subcontractor shall submit electronic certified payroll records to the California Labor Commissioner in the manner and format set forth in California Labor Code section 1771.4. Design-Builder shall be responsible for managing and certifying all lower tier Subcontractors certified payroll submittals. Upon request by Owner, Design-Builder shall be required to submit paper or electronic copies of certified payrolls and other required labor compliance documents.

The Design-Builder's attention is directed to the following provisions of Labor Code Section 1776. The Design-Builder shall be responsible for the compliance with these provisions by his subcontractors.

(a) The Design-Builder and each 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. Each payroll record shall contain or be verified by a written declaration that it is made under penalty of perjury, stating both of the following: (1) The information contained in the payroll record is true and correct, and (2) The employer has complied with the requirements of Labor Code Sections 1771, 1811, and 1815 for any work performed by that person's employees on the public works project.

(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 Design-Builder 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 and/or the Division of Labor Standards Enforcement 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 or the Division of Labor Standards Enforcement. If the request is made through Owner and Owner is not in possession of the certified payroll records, Owner shall obtain those records from the relevant contractor and make them available to the requesting entity. If the requested payroll records have not been provided pursuant to paragraph (ii), the

requesting party shall, prior to being provided the records, reimburse the costs of preparation by the Design-Builder, 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 Design-Builder.

(iv) If Owner seeks to obtain payroll records pursuant to paragraph (iii) above, the Design-Builder shall have 10 days to comply following receipt of a written notice requesting the records described in subdivision (1). If the Design-Builder or Subcontractor fails to comply within the 10-day period, Owner shall notify the Division of Labor Standards Enforcement who may request penalties be withheld from progress payments then due.

(c) Unless required to be furnished directly to the Labor Commissioner in accordance with Labor Code Section 1771.4(a)(3), 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 Design-Builder 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 Design-Builder shall not be marked or obliterated.

(f) The Design-Builder 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) The Design-Builder shall have ten (10) calendar days in which to comply subsequent to receipt of written notice requesting the records enumerated in subdivision (1). In the event that Design-Builder fails to comply within the 10-day period, the Design-Builder shall, as a penalty the State or Owner, forfeit one hundred dollars ($100) for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Upon the request of the Division of Labor Standards Enforcement, such penalties shall be withheld from progress payments then due. The penalties specified in subdivision (h) of Labor Code Section 1776 for noncompliance with the provisions of Labor Code Section 1776 may be deducted from any monies due or which may become due to the Design-Builder.

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

K. Wage Kickbacks and Worker Registration Fees Prohibited

The Design-Builder and Subcontractor(s) shall comply with Labor Code Sections 1778 through 1779. The Design-Builder and Subcontractor(s) shall not take, receive, or conspire with another to take or receive, for his own use or the use of any other person any portion of the wages of any worker or subcontractor in connection with the Agreement.

The Design-Builder and Subcontractor(s) shall not charge, collect, or attempt to charge or collect, directly or indirectly, a fee or valuable consideration for registering any person work in connection with the Agreement, or for giving information as to where such employment may be procured, or for placing, assisting in placing, or attempting to place, any person in connection with the Agreement.

L. Apprentices

The Design-Builder 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.

M. Compliance Monitoring by the California DIR

This Agreement is subject to monitoring and enforcement by the DIR pursuant to Labor Code Section 1771.4. The Contractor must post site notices, as prescribed by Title 8 California Code of Regulations Section 16451(d).

N. Permits, Licenses, Training

The Design-Builder shall procure all permits, licenses, certifications, and training (including OSHA permits pursuant to Labor Code Section 6500), pay all charges and fees, and give all notices necessary and incident to the due and lawful prosecution of the work.

The Environmental Quality Act (Public Resources Code, Section 21000 to 21176) may be applicable to permits, licenses and other authorizations which the Design-Builder must obtain from state or local agencies in connection with performing the work of the Agreement. The Design-Builder shall comply with the provisions of that Act in obtaining such permits, licenses and other authorizations and they shall be obtained in sufficient time to prevent delays to the work. The Design-Builder shall comply with permits obtained by Owner, if any, for the work.

For all work to be performed on surfaces coated with any detectable level of lead, and to the extent applicable, the Design-Builder must comply with Cal/OSHA Construction Safety Orders, Lead, Section 1532.1; California Code of Regulations, Titles 8 and 17; and the EPA's Lead-Based Paint Renovation, Repair and Painting (RRP) Rule. To the extent applicable, the Design-Builder, and any Subcontractors, must ensure workers possess all required California Department of Public Health certifications in accordance with California Code of Regulations, Title 17, Section 35001 *et seq.* and California Code of Regulations, Title 8, Section 1532.1.

END OF DOCUMENT

SECTION 00 73 16

INSURANCE REQUIREMENTS

PART 1 – INSURANCE REQUIREMENTS

1.1 GENERAL

A. The insurance requirements specified in this section shall cover Contractor's own liability and any liability arising out of work or services performed under this Agreement by any subcontractors, subconsultants, suppliers, temporary workers, independent contractors, leased employees, or any other persons, firms or corporations (hereinafter collectively referred to as "Agents") that Contractor authorizes to work under this Agreement. Contractor is required to procure and maintain at its sole cost and expense the insurance coverages subject to all of the requirements set forth below. Such insurance shall remain in full force and effect throughout the term of this Agreement

B. Contractor is also required to assess the risks associated with work to be performed by Agents under subcontract and to include in every subcontract the requirement that the Agent maintain adequate insurance coverages with appropriate limits and endorsements to cover such risks; the limit for the Marinel General Liability insurance in each subcontract shall not be less than $1 million. To the extent that any Agent does not procure and maintain such insurance coverage, Contractor shall be responsible for said coverage and assume any and all costs and expenses that may be incurred in securing said coverage or in fulfilling Contractor's indemnity obligation as to itself or any of its Agents in the absence of coverage. In the event Contractor or its Agents procure Excess or Umbrella coverage to maintain certain requirements outlined below, these policies shall also satisfy all specified endorsements and stipulations, including provisions that the Contractor's insurance be primary without any right of contribution from WETA. Prior to beginning work under this contract, Contractor shall provide WETA with satisfactory evidence of compliance with the insurance requirements of this section.

1.2 WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY INSURANCE

A. Workers Compensation with Statutory Limits, as required by Section 3700 *et seq.* of the California Labor Code, or any subsequent amendments or successor acts thereto governing the liability of employers to their employees.

B. U.S. Longshoreman and Harbor Workers (USL&H) coverage if the Contract involves work on or adjacent to navigable water, as defined by the U.S. Department of Labor. If USL&H coverage applies, the Contract requires proof of insurance coverage in compliance with statutory requirements of the Longshoreman and Harbor Workers' Compensation Act (administered by the U.S. Department of Labor).

C. Employer's Liability coverage with minimum limits of $5 million. Non-construction professional services sub-consultants/subcontractors shall have Employer's Liability coverage with limits of $1 million.

D. Such insurance shall include the following endorsement as further detailed in the Endorsements Section below:

- Waiver of Subrogation.

1.3 Marine GENERAL LIABILITY INSURANCE

Marine General Liability insurance for bodily injury and property damage coverage with a combined single limit for bodily injury and property damage of at least $10million per occurrence or claim and a general aggregate limit of at least $10 million. Such insurance shall be an occurrence policy form and cover all of Contractor's operations both at and away from the project site. Such insurance shall not have any exclusion for Cross Liability or Cross-Suits. In addition, for any construction and public works projects, the insurance shall not have any exclusion for Explosion, Collapse and Underground perils (xcu).

A. This insurance shall include coverage for, but not be limited to:

- Premises and operations.
- Products and completed operations.
- Use of non-owned watercraft.
- Personal injury.
- Advertising injury.

B. Such insurance shall include the following endorsements as further detailed in the Endorsements Section below:

- Additional Insured.
- Separation of Insureds Clause.
- Primary and Non-Contributory wording.
- Waiver of Subrogation.

E. Products and completed operations insurance shall be maintained for three (3) years following termination of this Agreement.

1.4 BUSINESS AUTOMOBILE LIABILITY

A. Business Automobile Liability insurance providing bodily injury and property damage coverage with a combined single limit of at least $5 million per accident or loss. Non-construction professional services sub-consultants/subcontractors shall have Business Automobile Liability insurance providing bodily injury and property damage coverage with a combined single limit of at least $2 million per accident or loss.

B. This insurance shall include coverage for, but not be limited to:

- All Owned vehicles.
- Non-owned vehicles.
- Hired or rental vehicles.

C. Such insurance shall include the following endorsements as further detailed in the Endorsements Section below:

- Additional Insured.
- Primary and Non-Contributory wording.
- Waiver of Subrogation.
- Separation of interests or Severability Clause

1.5 PROPERTY INSURANCE

A. Property insurance with Special Form coverage including theft, but excluding earthquake, with limits at least equal to the replacement cost of the property described below.

B. This insurance shall include coverage for, but not be limited to:

- Contractor's own business personal property and equipment to be used in performance of this Agreement.
- Materials or property to be purchased and/or installed on behalf of WETA, if any.
- Builder's Risk for property in the course of construction on an "all risk" basis for the full replacement cost of materials, supplies, all property to be incorporated into the finished Work, and completed Work in an amount not less than the full completed value of the covered structure or the replacement value of alterations or additions. WETA and City of Vallejo shall be named as a loss payee and losses will be payable to both Contractor, WETA, and City of Vallejo as their interests may appear.

C. Such insurance shall include the following endorsement as further detailed in the Endorsements Section below:

- Waiver of Subrogation.

1.6 PROFESSIONAL LIABILITY INSURANCE

A. A professional liability policy covering errors and omissions and the resulting damages including, but not limited to, economic loss to WETA and having minimum limits of liability of $2 million per claim or occurrence and $2 million annual aggregate.

B. The policy shall include coverage for all professional services and work performed under this Agreement.

C. Permittee shall use its reasonable efforts to cause such professional liability insurance to have an inception date or a retroactive date coinciding with or prior to the date such consultant's services are first performed and to cause coverage to continue uninterrupted until at least three (3) years after the date such work or services are accepted.

D. Waiver of subrogation in favor of WETA and City of Vallejo.

1.7 CONTRACTOR'S POLLUTION LIABILITY and/or ENVIRONMENTAL LIABILITY INSURANCE

A. Contractors' Pollution Liability insurance for bodily injury and property damage coverage shall be written on a claims made form with a combined single limit for bodily injury and property damage of at least $5 million per occurrence or claim and a general aggregate limit of at least $5 million. The policy shall also cover economic loss to WETA. If Contractor disposes of Hazardous Materials under this Agreement, Contractor shall designate the disposal site and provide a certificate of insurance from the disposal facility to the Authority.

B. If the Contract involves marine activities or work from boat, vessel or floating platform, Contractor shall provide pollution insurance to satisfy U.S. Coast Guard requirements as respects the Federal Oil Pollution Act of 1990 and the Comprehensive Environmental Response, Compensation and Liability Act of 1980 as amended.

C. The Contractor's Business Automobile Liability Coverage shall also be extended to cover pollution liability during loading; unloading and while in transit including, but not limited to, the perils of collision and upset. Coverage may be provided by endorsement to the general liability and automobile policies or by a separate policy.

D. This insurance shall include coverage for, but not be limited to:

- Sudden and accidental discharges.
- Gradual discharges.
- Clean-up of pollutants and disposal thereof.

E. Mold, asbestos or lead, if an abatement contract. Such insurance shall include the following endorsements as further detailed in the Endorsements Section below:

- Additional Insured.
- Separation of Insureds Clause.
- Primary and Non-Contributory wording.
- Waiver of Subrogation.

1.8 HULL AND MACHINERY INSURANCE

A. If the Contract involves marine activities or work from boat, vessel, skiff, floating platform, or any other equipment that floats, Contractor shall provide coverage at Market Value of vessel on American Institute Hull Clauses, 6/2/77 form or equivalent.

1.9 PROTECTION AND INDEMNITY (INCLUDING JONES ACT)

A. If the Contract involves marine activities, or work from a boat, vessel, skiff, floating platform, or any other equipment that floats, Contractor shall provide Protection & Indemnity coverage including injury to a crew (Jones Act) and passengers; Protection & Indemnity, SP 38 or SP 23 for $10 million combined single limit per occurrence.

B. Such insurance shall include the following endorsements as further detailed in the Endorsements Section below:

- Additional Insured.
- Primary and Non-Contributory wording.
- Waiver of Subrogation.
- Separation of Interests or Severability Clause

1.10 GENERAL INSURANCE REQUIREMENTS

A. ENDORSEMENTS

i. Additional Insured. The referenced policies, except the Professional Liability Insurance Policy, Workers' Compensation, and any Excess or Umbrella policies shall include as Additional Insureds (1) the San Francisco Bay Area Water Emergency Transportation Authority and its respective directors, officers, employees, volunteers and agents while acting in such capacity, and their successors or assignees, as they now, or as they may hereafter be constituted, singly, jointly or severally and, (2) the City of Vallejo and their commissions, boards, departments, as they now, or as they may hereafter be constituted, singly, jointly or severally.

ii. Waiver of Subrogation. The referenced policies and any Excess or Umbrella policies shall contain a waiver of subrogation in favor of (1) the San Francisco Bay Area Water Emergency Transportation Authority and its respective directors, officers, employees, volunteers and agents while acting in such capacity, and their successors or assignees, as they now, or as they may hereafter be constituted, singly, jointly or severally and, (2) the City of Vallejo and their commissions, boards, departments, as they now, or as they may hereafter be constituted, singly, jointly.

Primary Insurance. The referenced policies and any Excess or Umbrella policies shall indicate that they are primary to any other insurance and the insurance

company(ies) providing such policy(ies) shall be liable there under for the full amount of any loss or claim, up to and including the total limit of liability, without right of contribution from any of the insurance effected or which may be effected by WETA and/or, City of Vallejo.

iii. Separation of Insureds. The referenced policies, except the Professional Liability Insurance Policy, shall contain Separation of Insureds Clause and stipulate that inclusion of WETA and the City of Vallejo as Additional Insureds shall not in any way affect existing rights either as respects any claim, demand, suit or judgment made, brought or recovered against the Contractor. The purpose of this coverage is to protect Contractor, WETA and, the City of Vallejo in the same manner as though a separate policy had been issued to each, but nothing in said policy shall operate to increase the insurance company's liability as set forth in its policy beyond the amount or amounts shown or to which the insurance company would have been liable if only one interest had been named as an insured.

B. EVIDENCE OF INSURANCE

i. All Coverages. Prior to commencing work or entering onto the Property, Contractor shall provide WETA and the City of Vallejo with a certificate of insurance and Additional Insured endorsements evidencing coverage, and upon request, a certified duplicate original of the policy. The certificate shall also show that the Contractors' policy(ies) will not be cancelled without 30 days' prior written notice to WETA and, the City of Vallejo.

ii. Failure to maintain insurance. If Permittee shall fail to procure such insurance, or fails to deliver Evidence of Insurance as required herein, and such failure continues for more than ten (10) days following written notice from WETA or the City to Permittee, the City may, at its option, procure the same for the account of Permittee, and the reasonable cost thereof shall be paid to the City within thirty (30) days after delivery to Permittee of bills therefor. The City shall notify Permittee within thirty (30) days of its receipt of Evidence of Insurance whether Evidence of Insurance is not acceptable to the City.

C. GENERAL PROVISIONS

i. Notice of Cancellation. The policies will be endorsed "to endeavor to provide thirty (30) days prior written notice prior to any cancellation, nonrenewal or modification of insurance coverage" to WETA and the City of Vallejo.

ii. Acceptable Insurers. All policies will be issued by insurers acceptable to WETA with a Best's Rating of A- 8 or better).

iii. Self-insurance. Upon evidence of financial capacity satisfactory to WETA, Contractor's agreement to waive subrogation against both WETA respecting any and all claims that may arise, Contractor's obligation hereunder may be satisfied in whole or in part by adequately funded self-insurance.

iv. Failure to Maintain Insurance. All insurance specified above shall remain in force until all work to be performed is satisfactorily completed, all of Contractor's personnel and equipment have been removed from WETA and, the City of Vallejo's property, and the work has been formally accepted. The failure to procure or maintain required insurance and/or an adequately funded self-insurance program will constitute a material breach of this Agreement.

v. Regulatory Compliance. In addition to the requirements described above,

Contractor shall comply with additional coverages required by the United States Department of Transportation, the Environmental Protection Agency, and/or related State or local laws, rules and regulations.

vi. Claims Made Coverage. Professional and Contractors Pollution Liability insurance specified above shall be provided on a claim-made basis and in addition to coverage requirements above, such policies shall provide that:

- Policy retroactive date coincides with or precedes the Contractor's start of work (including subsequent policies purchased as renewals or replacements).
- Contractor shall maintain similar insurance for at least three (3) years following project completion, including the requirement of adding all additional insureds, except the Professional Liability Insurance.
- If insurance is terminated for any reason, Contractor agrees to purchase an extended reporting provision of at least three (3) years to report claims arising from Work performed under this Contract.
- Policy allows for reporting of circumstances or incidents that might give rise to future claims.

vii. Deductibles and Retentions. Contractor shall be responsible for payment of any deductible or retention on Contractor's policies without right of contribution from WETA and, the City of Vallejo. Deductible and retention provisions shall not contain any restrictions as to how or by whom the deductible or retention is paid. Any deductible or retention provision limiting payment to the Named Insured is unacceptable to WETA and the City of Vallejo.

In the event WETA seeks coverage as an additional insured under any Contractor policy that contains a deductible or self-insured retention, Contractor shall satisfy such deductible or self-insured retention to the extent of loss covered by such policy, for any lawsuit arising from or connected with any alleged act or omission of Contractor, subcontractor, sub-consultant, or any of their officers, directors, employees, agents, or suppliers, even if Contractor or subcontractor is not a named defendant in the lawsuit.

viii. Reporting of Incidents, Losses or Claims. The Contractor agrees to immediately notify WETA's Project Manager, Central Bay Operations and Maintenance Facility, Chad Mason, at (415) 235-6468 following any accident or injury, which occurs in connection with the Work under this Contract. In addition, the Contractor shall provide a detailed written report of the accident or injury to WETA within seven (7) days of its occurrence.

END OF DOCUMENT

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SECTION 01 11 00

SUMMARY OF WORK

PART 1 - GENERAL

1.1 BRIDGING DOCUMENTS

A. The Bridging Documents provide information relating to the function, aesthetic and quality of the Project which will be the basis for determining whether the Design-Build Contract Documents comply with the Project Design Criteria. The degree to which design has been completed for certain project items at the time this RFP is issued is provided in Appendix A to the Instruction to Offerors.

1. There is no implied or expressed warranty by the Bridging Documents. The Design-Build Architect and Engineer of Record and related professional consultants maintain the responsibility for all aspects of Project Design.
2. The Design-Build Team shall verify and validate the accuracy of all design information, shall comply with all code requirements, coordinate all aspects of the Project and incorporate all conditions and mitigation measures called for in the certified Environmental Documents.
3. Technical specifications in the Bridging Documents provide guidance to establish minimum acceptable design criteria regarding function, aesthetics and quality of the Project.
4. The Bridging Documents are not intended to be complete Construction Documents. The details of construction and the coordination of all aspects of the Project, including code and permit compliance, are the responsibility of the Design-Build Contractor.
5. Preliminary Design calculations (if available) are for information purposes only. The Design-Builder is responsible for all design calculations and will be the Architect and Engineer of Record for the design of the Project and for the preparation of the Construction Documents which will be the basis for the construction of the Project.
6. The review by the Owner and its consultants does not relieve the responsibility of the Design-Builder and the Architects and Engineers of Record from the need to verify the accuracy and completeness of the Construction Documents including dimensions, quantities and installation or performance of equipment or systems or of the design's conformance with permit requirements.
7. The review of the Owner and its consultants also shall not constitute approval of safety precautions, approval of any construction means, methods, techniques, sequences or procedures or approval of an assembly of which the reviewed item is a component.

B. General Design Criteria: In addition to information provided in Agreement and Contract Documents including Bridging Documents, the following shall be considered general design criteria applicable to all aspects of the Project.

1. The Project is to be considered an Essential Facility.
2. The Project shall be designed and constructed with intent to provide not less than 50 years of service with proper maintenance by the Owner.

1.2 SUMMARY

A. This section summarizes the design-build services to be provided by the design-builder (also called Contractor) for the Vallejo Ferry Terminal Reconfiguration Project in Vallejo, CA.

B. Technical and Reference documents shall be reviewed by Offeror and any relevant conditions shall be addressed. These documents, include investigations and reports, pending regulatory permits, and approvals and references to various regulations applicable to the project and are provided by Owner in Volumes 2 through 5 of the contract documents. They include:
   1. Technical and Performance Specifications
   2. Reference Documents
   3. Regional Agency permits
   4. Preliminary Design Drawings
   5. Basis of Design

1.3 SCOPE OF DESIGN-BUILDER'S WORK

A. The Design-Builder's responsibilities include:
   1. Construction Documents. Design-Builder shall provide all Work in accordance with Contract Documents including Bridging Documents, which includes design studies, survey work, scheduling work in accordance with permitting agencies, coordination with stakeholders, and all labor and materials used in providing the Project Work. Design-Builder shall complete/ confirm the final engineering design, including constructability review, engineering calculations, shop drawings, construction sequencing and staging plan, critical path schedule and finalize all permitting, in order to provide a complete set of Construction Documents. Design, including plans and specifications must be accepted by owner before Notice To Proceed for Construction Phase will be issued.
   2. Construction Phase Responsibilities. Design-Builder shall provide on a complete, turnkey basis, a fully functional, complete and operational Project, including but not limited to, all investigations, analyses, surveys, engineering services, procurement, materials, labor, workmanship, construction and erection, quality control, commissioning, equipment, shipping, subcontractors, material suppliers, permits, insurance, bonds, fees, taxes, duties, documentation, spare parts, materials for initial operation, security, traffic control, disposal, startup, testing, training, warranties, guarantees, and all incidentals.
   3. The Design-Build Team shall be composed of persons and entities with valid and current licenses in the State of California as required for their respective work. The design work shall be performed by licensed professionals per above as required to prepare, stamp and sign all construction documents.
   4. The Design-Builder shall prepare 60%, 95% and Final Design submittals for review by the Owner for compliance with the Project Design Criteria as set forth in the Bridging Documents.
   5. The Design-Builder shall be responsible for obtaining all necessary permits and approvals required to construct the Project beyond those that have already been provided by the Owner as well as any required inspections, certifications and any

required warranty documentation.

6. Design-builder shall perform final testing and demonstrations with WETA confirming that the constructed facility meets the performance requirements including the ability to safely and effectively moor ferry vessels and load/offload passengers. Vessel mooring demonstration shall be coordinated with WETA representative at least 72 hours prior to the scheduled demonstration.
7. Design-Builder shall prepare "As-Built" Documents in AutoCAD format that document the design and construction of the elements built under this Contract. The Design-Builder shall also prepare an Operations and Maintenance Manual for the completed Project.

B. Design-Build services: Design-Builder is responsible for final design and construction of the Project as specified in the Preliminary Design Drawings, Technical and Performance Specifications and as required by code and permitting compliance. The Project work includes the following as more fully described in the Bridging Documents for the Project which will be built to “essential facility” CBC requirements to be provided by the Design-Builder for the Vallejo Ferry Terminal Reconfiguration Project, Vallejo, CA. Required Services include:

1. Site Preparation of the Project area, including demolition, utility services and other improvements.
2. To the maximum extent possible throughout the project period, take measures to allow continued public access to and use of Public Rights-of-Way, Parking Lots, Main Street Dog Park and Bay Trail. Existing facilities, including landscaping and lighting, and improvements shall be maintained.
3. Minimize the shutdown of the ferry terminal to the maximum extent as possible.
4. Install and maintain throughout the project period, stormwater management and public safety measures.
5. Construction of Passenger waiting and Queuing areas to include security doors, lighting, signage and utilities.
6. Providing marine improvements including in-water demolition, construction and installation of steel float with gangways, bridge, walkways, adjustable ramps and guide and fendering piles for the loading and offloading of passenger ferries.
7. Providing both marine and landside improvements will include water, electric and communications utilities. Providing infrastructure to allow future electrification of ferries.

C. Geotechnical Data: The geotechnical information provided by the Owner is included for the Design-Builder’s information only, and while it is considered to represent subsurface conditions existing on the Project site anticipated at this time, it is not guaranteed to fully represent all subsurface conditions. The Design-Builder shall be responsible for providing the services of a geotechnical engineer to conduct any subsurface exploration, investigation, testing, and analysis that the Designer of Record deems necessary for the design and construction of the proposed facility and site improvements. The geotechnical engineer shall be registered as a Professional Engineer in California and experienced with soil conditions in the area where the Project site is located. The geotechnical engineer shall prepare a report addressing any elements of the work requiring his services. The report shall be submitted to the Owner’s Representative accompanied by a letter from the Designer of Record certifying that the Geotechnical Engineer has reviewed the construction documents and that the design reflects the

recommendations of the geotechnical report. An additional geotechnical memorandum will be issued via addendum based on two (2) in-water borings performed at the project site.

D. Related Sections include:
   1. Section 01 12 00: General Design-Build Requirements.
   2. Section 01 30 00: Administrative Requirements.
   3. Section 01 32 16: Critical Path Method Scheduling.

1.4 DESIGN-BUILDER'S USE OF SITE

A. Use of Site: Design-Builder shall limit use of the site for construction operations necessary to perform the Work indicated on the Drawings. Obtain prior written approval from the Owner and The City of Vallejo for access to areas of the site occupied by others. Protect and repair or restore to the existing condition surrounding areas damaged by Design-Builder's operations.

B. Working hours, Monday through Friday (except for Federal holidays) unless otherwise approved: 7:30am – 5:30pm

C. Design-Builder's Work Area: All work is to be staged from the Contractor's floating barge. The Contractor shall be responsible for securing permission, including all required permits, from the City of Vallejo for upland parking or any upland storage areas required. Refer to Section 01 50 00 Temporary Facilities and Controls for work area maintenance requirements.

D. Additional Staging and Storage:
   1. Do not utilize City streets for staging and storage areas.
   2. Do not enter upon or use any property not under control of Owner until a written temporary construction easement agreement has been executed by the Design-Builder and the City of Vallejo, and a copy of said agreement furnished to the Owner's Representative prior to said use. Neither the Owner, the City of Vallejo nor Owner's Representative shall be liable for any claims or damages resulting from Design-Builder's unauthorized trespass or use of any such properties.

E. Maintenance of Work Area: Maintain the work areas in a safe condition at all times. The Design-Builder is responsible to maintain the Project area for the entire duration of the Contract. Clean and restore the work site at completion of the work to the condition that existed prior to the start of work unless the area is planned for improvement as identified in the Project plans and specifications.

F. Maintenance of Traffic and Local Access: Design-builder to the maximum extent possible shall minimize traffic and access impacts through careful planning of work sequences and activity staging. In no event will access to the parking area or to public areas be made unsafe or impassible without authorization from Owner's Representative at least 2 work days prior to the event.

G. Security of Design-Builder's Work Areas: Security of Design-Builder's work areas and its property, equipment, construction materials and all other items contained in Design-

Builder's staging areas or elsewhere on the construction site shall be Design-Builder's sole responsibility.

1.5 SCOPE OF DESIGN-BUILDER'S WORK

A. General

1. Design-Builder shall complete/ confirm the final architecture and engineering design, including constructability review, engineering calculations, shop drawings, construction sequencing and staging plan, critical path schedule and finalize all permitting. The 100% design shall include all details required for completing the construction including information needed for coordinating various stakeholders such as tables of permit requirements.
2. Design-Builder shall be responsible for the design and construction of all the work items described in the Bridging Documents. This work includes but is not limited to, the following components:
    a. Coordination with WETA for delivery, inspection, acceptance, relocation, commissioning, and final placement of the WETA Standard Float, including all temporary and permanent operational transitions.
    b. Design and construction of all temporary boarding facilities required to maintain uninterrupted ferry operations, including but not limited to the installation of gangways, portals, gates, railings, retrieval, transportation and pile driving of temporary float guide piles, utility installation at the temporary location, and installation of all associated appurtenances. This work also includes the removal, transfer, and return of the temporary float guide piles and other non-permanent structures to WETA possession upon the completion of their intended use.
    c. Demolition, removal, and disposal of existing terminal structures, utilities, piles, chains, floats, dolphins, gates, and associated infrastructure as required to complete the work. This work includes the protection, relocation, and temporary support of structures as required to complete the work.
    d. Design and construction of all permanent marine structures, including but not limited to dolphin support piles, anchor piles, guide piles, marker piles, approach ways, gangways, gangway landing platforms, and dolphins.
    e. Design and installation of all vessel-berthing and float-support systems, including but not limited to donut fenders, pile guides, mooring systems, sacrificial piles, navigation aids, and related marine appurtenances.
    f. Design, and installation of all utility systems serving the terminal and float facilities, including electrical, lighting, telecommunications, security, access control, public address, potable water, fire protection, and sanitary sewer systems, including all utility connections, testing, commissioning, and coordination with utility providers and governing local agencies to obtain all permits, reviews, inspections, and approvals required for operation of the facility.
    g. Design and installation of all architectural, operational, and passenger-service related elements, including canopies, handrails, gates, signage, displays, cameras, antennas, access-control systems, and related site

improvements.

h. Performance of all engineering, permitting, agency coordination, inspections, testing, commissioning, trial operations, vessel test landings, approvals, and acceptance procedures necessary to place the temporary and permanent facilities into service.

i. Furnishing of all labor, materials, equipment, temporary works, surveying, marine construction services, utilities, permitting, engineering, coordination with WETA and their representatives, environmental compliance, testing, commissioning, and incidental work necessary to deliver a complete and fully operations ferry terminal facility.

3. Design-Builder shall coordinate the Work as set forth in Section 01 31 00 "Project Management and Coordination", comply with code, permitting and mitigation monitoring requirements, conditions of approval, and undertake any required inspections, certifications, quality control, monitoring and provide required warranty documentation.

B. Design-Build Requirements:

1. Design-builder shall provide WETA the design documents described above and further described in Section 01 30 00 "Administrative Requirements," as well as other Sections of these contract documents. Design-Bidder shall prepare required engineering calculations and design work required to confirm the design provided by WETA with the RFP and as required to develop the 100% construction documents for approval by Owners Designated Representative.
2. After acceptance of the 100% design by the Owner's Designated Representative, Design-Builder shall sign and stamp the documents and submit the package for final permitting as required. Final permitting must be obtained prior to owner's issuance of unconditional notice to proceed for Construction.
3. Design-Builder shall provide required submittals, shop drawings, construction schedules, certificates of compliance or proposed variances for federal procurement requirements to Owner for review and approval as called for in the General Provisions, technical specifications and elsewhere in the contract documents.
4. Design-Builder shall be responsible for coordinating the Work under this Contract with other activities, and property owners in the area including the City of Vallejo, Utility providers and other stakeholders.

C. Submittals, General:

1. Design Submittals shall be prepared by the Design-Builder at a 60%, 95% and Final Design and Construction Document level for review by the Owner or Owner's Representative for compliance with the Project Design Criteria and other requirements of the Construction Contract. Each of the submittals shall include at least the stated verification of code compliance review, how conditions of approval, mitigation measures and other permitting and regulatory requirements are being met, and shall identify any proposed modifications to the Preliminary Design Drawings and Technical Specifications provided for in the Bridging Documents. Final design submittal for the Work includes stamped and signed Design Documents and engineering calculations and coordination drawings.
2. Fabrication and Material submittals include those required in the technical

specifications such as shop drawings, material samples, paint samples, manufacturer's data, model identification and other characteristics as well as manufacturer's installation instructions.

3. Design-Builder's attention is directed to Section 01 30 00 "Administrative Requirements" of this Division 1 of these Contract Documents for additional information regarding Submittals required for this Work.

D. Permitting, Regulatory Approvals and Mitigation Requirements:
   1. Owner obtained permits are provide in Volume 4 of these contract documents.
   2. The Design-Builder's Final Design and Construction Document preparation shall be consistent with the requirements, conditions and commitments included in the existing permits and agency consultations unless otherwise noted and approved by the Owner's Representative.
      a. The Design-Builder shall be responsible for performing and tracking all required Mitigation Monitoring required by Governmental Approvals.
   3. The Design-Builder shall be responsible to obtain all necessary remaining permits for the construction, use and occupancy of the Project facilities and improvements and shall be responsible for ensuring that the construction is compliant with all permits and regulatory requirements.
   4. Design-Builder is responsible for permit required submittals and notifications.

E. Schedule and Timing:

   1. Upon award of contract and issuance of design phase notice to proceed Design-Builder shall complete the Engineering and Design and the permitting requirements described in these contract documents.

   2. Construction phase notice to proceed will be issued after engineering design and permitting requirements have been completed and construction documents have been approved by WETA. Upon Construction Phase notice to proceed, Design-Builder shall proceed to complete construction of the ferry terminal and other project elements.

   3. Prior to the first Application for Payment, Design-Build Contractor shall submit a proposed schedule for review and approval as described in Section 01 32 16. The schedule's major milestones shall at a minimum include completion of the architecture and engineering design verification, 60%, 95% and Final design, Permits, Construction phase NTP, Substantial completion and Final completion. It shall also conform with Design-Builder's Schedule of Values as discussed in section 01 30 00 Administrative Requirements Paragraph 1.6.
      a. The Design-Build Contractor is responsible for creating an integrated and coordinated design for all project elements, however if the Design-Builder demonstrates to the Owner's satisfaction that appropriate consideration has been given for the interface between selected project elements and if fast tracking of the selected elements is of benefit to the overall project, portions of the design can be advanced for Owner's review, approval and for permitting as described in Article 2.4.1 of the General Conditions of these Contract Documents.

b. For example, the phased design and permitting of marine elements can be considered to make maximum use of the annual in-water construction work windows. A separate Construction Phase Notice to Proceed may be issued for the in-water work elements (including float guide/fender pile driving) if the final design and construction documentation is approved by the Owner and all regulatory approvals have been obtained.

4. Substantial Completion: Section 00 72 00 General Conditions describes conditions required for Substantial Condition. Additional requirements and conditions are described elsewhere in these Division 1 documents.

END OF SECTION

SECTION 01 12 00

GENERAL DESIGN-BUILD REQUIREMENTS

PART 1 - GENERAL

1.1 BRIDGING DOCUMENTS

A. These Bridging Documents provide information relating to the function, aesthetics, and quality of the Project which will be the basis for determining whether Design-Build Contract Documents comply with Project Design Criteria.

B. The details of construction technology and coordination of all aspects of the Project, including code compliance, are the responsibility of the Design-Build Contractor.

C. Refer to Division 0 and Division 1 for additional information on Design-Build requirements, responsibilities and procedures.

1.2 SUMMARY

A. This Contract is for a Design-Build Project and this Section 01 12 00 summarizes the general Design-Build requirements to be utilized by the Design-Builder for the Vallejo Ferry Terminal Reconfiguration Project in Vallejo, CA.

B. More specifically, the Design-Build requirements are set forth in the Bridging Documents which describe the programmatic, functional, aesthetic and qualitative aspects of the Project and shall be used as the basis for determining whether the Design-Build Final Design comply with Project Design Criteria.

C. Refer to Summary of Work Section 01 11 00 for additional information related to the Design-Builder's responsibilities and Scope of Design-Builder's work, all of which compliment this section.

D. Design-Builder is referred to throughout the Contract Documents as if singular in number. The term "Design- Builder" means Design-Builder and its authorized representatives and agents, employees, successors and assigns, and any persons or entities who work by, through, or for any of them.

1.3 DESIGN-BUILD COMPONENTS:

A. General:

1. Design-Builder is responsible for the final design of all architectural and engineered items in this Contract. Design-Builder shall retain professional structural, mechanical, electrical, civil, geotechnical, acoustical and coastal engineers as well as architects and landscape architects and other required specialties with a valid California license to complete the final design including engineering calculations, drawings and specifications, and shall provide the final design documents signed and sealed by the Design-Builder's Engineer and Architect of Record for the construction of the Project.
2. The Bridging Documents (Preliminary Design Drawings and Technical Specifications) furnished to offerors describe the minimum design requirements and the essential geometric/dimensional constraints which are generally not changeable due to permit and environmental requirements.
3. The Bridging Documents (Preliminary Design Drawings, Basis of Design, and Technical Specifications) for the civil, structural, architectural, landscape architectural, mechanical,

electrical, lighting, communication, fire protection and plumbing components identify the scope of Work to be undertaken by the Design-Builder. These documents describe the configuration, shape, size and design qualities of the proposed structures as well as the utility service, including fire safety requirements. It is intended that the Design Documents produced by the Design-Builder maintain the appearance and quality of the elements as described in Bridging Documents.

4. The Design-Builder shall, with appropriate professional assistance, review the geotechnical recommendations and undertake independent engineering calculations to determine, from a quality assurance point of view, that the code and performance requirements for the structures and improvements are in compliance. When the Design-Builder is assured that the design is in compliance the Design-builders Engineer and Architect of record shall sign and stamp the Design Documents so that they can be provided to the Owner and the Owner's Representative and subsequently to complete the permitting process as required. If issues are identified, Design-Builder, shall make recommendations for resolving the issues to the Owner and the Owner's Representative for review and approval. Owner reserves the right to convene a design meeting involving Design-Builders design staff and Owner's design staff if issues cannot be quickly resolved following Owner's staff review. The stamped and signed Final Design documents will then be submitted to agencies having jurisdiction for permitting. If any modifications are required during the permitting process, the Owner will be informed appropriately and, subsequently, these will be incorporated into the Final Design documents and, in conjunction with all the appropriate permits, will constitute the Final Design documents upon which construction will be based.
5. Construction Notice to proceed will be issued after Design-Builder produces "Issued for Construction" plans and specifications.

END OF SECTION

SECTION 01 25 13

PRODUCT SUBSTITUTION PROCEDURES

PART 1 - GENERAL

1.1 BRIDGING DOCUMENTS

A. These Bridging Documents provide information relating to the function, aesthetics, and quality of the Project which will be the basis for determining whether the Design-Build Contract Documents comply with Project Design Criteria.

B. The details of construction technology and coordination of all aspects of the Project, including code compliance, are the responsibility of the Design-Build Contractor.

C. Refer to Division 0 and Division 1 for additional information on Design-Build requirements, responsibilities and procedures.

1.2 SUMMARY

A. This section describes the procedures which the Design-Builder shall follow to request the substitution of unlisted materials, equipment, a product or components in lieu of those specifically identified in these Bridging Documents or approved for use in addenda.
   1. Provide products listed in Bridging Documents, products by manufacturers listed in Bridging Documents and products meeting specified requirements.
      a. Contract Amount: Base on materials and products included in Bridging Documents.
      b. Materials and products by manufacturers that are not listed in the Bridging Documents, and where at least one listed manufacturer or product is provided in the Bridging Documents, shall not be used without Owner's and Owner's Representatives' approval of Design-Builder's written request for substitution.

B. Design-Builder's Options: Where manufacturers are named and where products are listed in the Bridging Documents, Requests for Substitutions shall be required under the following conditions:

   1. Product Identified by Reference Standards: For products specified only by reference standard select product meeting referenced standard. Requests for substitutions must justify why the proposed substitute exceeds the reference standard.
   2. Named Manufacturers: Where one or more manufacturer is specified by naming in the bridging documents, any so named are acceptable. Requests for substitution must justify how the substitution meets or exceeds the quality and functionality of the specified item whether or not the phrases "or equal" or "or approved equal" are used.

C. Purpose: Substitutions will only be considered where Owner will receive benefit or because specified materials are no longer available due to conditions beyond Design-Builder's Control.
   1. Owner benefits either from a Design-Builder proposed reduction of the Contract amount or from a reduction of the Contract time, or to a measurable increase in the sustainability, durability, performance or maintainability based on acceptance of proposed substitution.
   2. Identify proposed cost or time reductions or measurable increases in sustainability, durability, performance or maintainability in the request for substitution.
   3. Requests not including a proposed cost or time reduction or a measurable increase in sustainability, durability, performance or maintainability will not be considered unless Design-Builder submits supporting information indicating specified materials are not

available.

4. Requests for substitutions shall be submitted, with justifications within thirty-five (35) working days after Notice to Proceed for Design unless otherwise agreed with the Owner's Representative. After the 60% Submittal of the Design-Builder Final Design and Construction Documentation has been reviewed and all comments incorporated, substitutions will only be considered if availability of the listed materials called for in the 60% documentation are not available and supporting information is provided to that effect. Requests for Substitution after Final Design will not be considered.

D. Related Requirements:

1. Section 01 60 00 "Product Requirements" for requirements for submitting comparable product submittals for products by listed manufacturers.

1.3 SUBSTITUTIONS

A. It is understood that specifying a brand name or specific types of components, equipment and/or material in these Bridging Documents shall not relieve the Design-Builder from its responsibility to furnish the end product in accordance with the warranty and contractual requirements. The Proposer is responsible for notifying the Owner of any inappropriate brand names, or types of components and/or equipment that may be called for in these Contract Documents, and to propose a suitable substitute for consideration. If the phrase "or approved equal" is inadvertently omitted, it is implied after any brand name.

B. Unless otherwise specifically provided in the Bridging Documents, reference to any equipment, material, article or patented process by trade name, make, or catalog number shall be regarded as establishing a standard of quality and shall not be construed as limiting competition; and a Proposer may, at its option, use any equipment, material, article, or process which, in the judgment of the Owner, is equal to that designated. To do so a Proposer shall furnish, at its own expense, all test results, technical data, and background information required by the Owner in making the determination as to whether the proposed equipment, material or article or process, in the judgment of the Owner, is equal to that designated.

C. The Owner shall be the sole judge as to the comparative quality and suitability of alternative equipment, articles, material or process, and its decision shall be final.

D. Design-Builder shall submit to Owner's Representative pertinent test data, catalog cuts, and product information required to substantiate product is equal to that specified. Submit line by line comparisons.

E. Owner will consider only one request for substitution for each material unless the material is no longer available, in which case more than one request for substitution will be considered if necessary. Where requests are denied, Design-Builder shall be required to provide specified materials.

F. Substitution Requests: Submit an electronic copy of each request for consideration. Identify product or fabrication or installation method to be replaced. Include Specification Section number and title and Drawing numbers and titles.

1. Substitution Request Form: Design-Builder may use its own substitution request form upon submission to and approval of Owners Representative. Submit each request with sequentially numbered "Substitution Request Transmittal" acceptable to the Owner.
2. Documentation: Show compliance with requirements for substitutions and the following, as applicable:
    a. Statement indicating why specified product or fabrication or installation cannot be provided, if applicable.
    b. Coordination information, including a list of changes or revisions needed to other parts of the Work and to construction performed by separate contractors that will

be necessary to accommodate proposed substitution.

c. Detailed itemized comparison of significant qualities of proposed substitution with those of the Work specified and list significant variations. Include annotated copy of applicable Specification Section. Significant qualities may include attributes such as performance, weight, size, durability, visual effect, sustainable design characteristics, warranties, and specific features and requirements indicated.
d. Product Data, including drawings and descriptions of products and fabrication and installation procedures.
e. Samples, where applicable or requested.
f. Certificates and qualification data, where applicable or requested.
g. List of similar installations for completed projects with project names and addresses and names and addresses of architects, engineers and owners.
h. Material test reports from a qualified testing agency indicating and interpreting test results for compliance with requirements indicated.
i. Research reports evidencing compliance with building code in effect for Project, from ICC-ES.
j. Detailed comparison of Design-Builder's construction schedule using proposed substitution with products specified for the Work, including effect on the overall Contract Time. If specified product or method of construction cannot be provided within the Contract Time, include letter from manufacturer on manufacturer's letterhead, stating date of receipt of purchase order, lack of availability, or delays in delivery.
k. Cost information, including a proposal of change, if any, in the Contract Sum.
l. Design-Builder's certification that proposed substitution complies with or exceeds requirements in the Bridging Documents except as indicated in substitution request, is compatible with related materials and is appropriate for applications indicated.
m. Design-Builder's waiver of rights to additional payment or time that may subsequently become necessary because of failure of proposed substitution to produce indicated results.

G. Substitutions will not be considered acceptable when:
1. They are indicated or implied on submittals without a formal request from Design-Builder.
2. They are requested directly by a subcontractor or supplier.
3. Acceptance will require substantial revision of the Bridging Documents.

H. Substitute products ordered prior to written acceptance of Owner are ordered at Design-Builder's risk and Owner is under no obligation to approve a substitution just because Design-Builder has already ordered it.

I. Owner will determine acceptability of proposed substitutions and reserves right to reject proposals due to insufficient information.

J. Owner's Action: If necessary, Owner or Owner's Representative will request additional information or documentation for evaluation within seven (7) days or receipt of a request for substitution. Owner will notify Design-Builder or acceptance or rejection of proposed substitution within fifteen (15) days of receipt of request or seven days of receipt of additional information or documentation, whichever is later.
1. Forms of Acceptance: Change Order, Construction Change Directive or Owner's Supplemental Instructions for minor changes in Work.
2. Use product specified if Owner does not issue a decision on use of a proposed substitution within time allocated.

1.4 DESIGN-BUILDER'S REPRESENTATION

A. Requests for substitutions (Approved Equal and product substitution during construction) constitute a representation that Design-Builder:
   1. Has investigated proposed product and determined it meets or exceeds, in all respects, specified product.
   2. Will provide same warranty or longer warranty for substitution as for specified product.
   3. Will coordinate installation and make other changes that may be required for Work to be complete in all respects.
   4. Waives claims for additional costs that subsequently become apparent.
   5. Will pay costs of changes to Contract Documents, Drawings, details and Technical Specifications, and other documents as may be required as a result of the Owner accepting substitutions.

1.5 DUTIES OF OWNER'S REPRESENTATIVE

A. Owner's Representative will:
   1. Review Design-Builder's requests for substitutions with reasonable promptness.
   2. Recommend that the Owner accept or reject each substitution request.
   3. Notify Design-Builder in writing of decision to accept or reject requested substitution.

END OF SECTION

SECTION 01 30 00

ADMINISTRATIVE REQUIREMENTS

PART 1 - GENERAL

1.1 BRIDGING DOCUMENTS

A. These Bridging Documents provide information relating to the function, aesthetics, and quality of the Project which will be the basis for determining whether the Design-Build Contract Documents comply with Project Design Criteria.

B. The details of construction technology and coordination of all aspects of the Project, including code compliance, are the responsibility of the Design-Build Contractor.

C. Refer to Division 0 and Section 01 12 00 for additional information on Design-Build requirements, responsibilities and procedures.

1.2 SUMMARY

A. There are two distinct phases to the Project and the administrative requirements and submittals pertain both. The procedures in each of phase are different from each other and include the design and construction phases of the Project.

B. During the Design phase, the Design-Builder will prepare Final Design and Construction Documentation for the Project, utilizing the Architect/Engineer of Record and other consultants who are directly working for the Design-Builder. During this phase, the Design-Builder submits at 60%, 95% and 100% Drawings and Specifications for review by the Owner and the Owner's Representatives for compliance with the Project Design Criteria in the Bridging Documents. In this phase, RFI's are sent directly to the Owner and the Owner Representatives, with questions related to the intent of the Bridging Documents or for any aspect that is under consideration for modification by the Architect/Engineer of Record. The signed and stamped Construction Documentation by the Design-Builder's Architect/Engineer of Record will then be utilized as the basis of design for the Project.

C. During the construction phase of the Project, all RFI's and submittals will be routed to the Architect/Engineer of Record for review. After review and acceptance, the Design-Builder shall provide the submittals to the Owner' and Owner's Representative for the record and, in selected cases, for additional review by the Owner' and Owner's Representative. The Owner and the Owner's Representatives reserve the right to review and provide additional comments to the Design-Builder on selected submittals that are critical to the functionality, appearance and quality of the Project as described herein, typically submittals referred to as "action submittals" and including product data/manufacturers literature, shop drawings, and samples.

D. This section describes general procedural requirements for ongoing submittals, refer to individual sections of the Technical Specification for more information:
   1. Submittals
   2. Requests for Information.
   3. Construction progress schedules.
   4. Schedule of values.
   5. Shop drawings.
   6. Product data.
   7. Samples.
   8. Manufacturers' certificates.

E. Related Requirements:
   1. Section 01 40 00: Quality Requirements.
   2. Section 01 25 13: Product substitution request procedures.
   3. Section 01 77 00: Closeout requirements.
   4. Section 01 78 36: Warranties.
   5. Section 01 78 39 Project Record Documents.

1.3 PROCEDURES

A. Submittals: Design-Builder shall transmit each item under a form acceptable to the Owner's Representative. Design-Builder shall submit sample to Owner's Representative for approval prior to use.
   1. Design-Builder shall participate in use of the Owner's Representative document control software for all applicable submittals, RFIs and all other project documentation.
   2. Design-Builder shall provide Design Submittal Schedule within no later than ten (10) days after issuance of the Design Phase Notice to Proceed. The Design Submittal Schedule shall show dates required for Design-Builder's submittal of documents required by the Contract Documents, including but not limited to, the Design Documents, Construction Documents, product delivery dates and other documents reasonably requested by the Owner. Deliver submittals to Owner's Representative in accordance with an Owner- approved Submittal Schedule.
   3. Design-Builder shall provide Construction Submittal Schedule no later than ten (10) days after completion of 100% Construction Documents. The Construction Submittal Schedule shall show dates required for Design-Builder's submittal of documents required by the Contract Documents. Deliver submittals to Owner's Representative in accordance with an Owner-approved Submittal Schedule
      a. "Submittal Schedule" may be incorporated into the Project Schedule or may be separate, Design-Builder option.
      b. All submittals shall be reviewed by the Design-Builder's Architect/Engineer of Record. After all of the internal review comments have been implemented, Design-Builder shall provide submittals to the Owner's Representative.
      c. Selected submittals that are critical to the functional, appearance and quality of the Project will be reviewed by the Owner's Representatives after the Architect/Engineer of Record has reviewed them as called for in Section 01 11 00. Critical submittals for review by the Bridging Document Team for compliance with the Project Design Criteria are identified in the various specification sections. A list of additional submittals to be reviewed by Owner's Representative and Consultants will be finalized during review of 60% Design Submittal.
      d. Owner's Representative will be expeditious in review. Except as noted elsewhere in these technical specifications Owner's Representative has a ten (10) working day review target for submittals however, Design-Builder shall schedule submittals recognizing possibility that the Owner's Representative may reject and may require re-submittal.
      e. Contract extension shall not be allowed for Design-Builder's failure to properly schedule submittals to allow for required re-submittal.
   4. For each submittal, identify Project, Design-Builder, subcontractor, and major supplier.
      a. For each new submittal, provide a date and a sequential identification number.
      b. Identify each re-submittal using original sequential identification and clearly indicating that the item is resubmitted.
   5. Design-Builder shall identify pertinent drawing sheet and detail number, and any applicable section number from the Contract Documents, as appropriate.
   6. Design-Builder shall identify deviations from Contract Documents.
   7. Design-Builder shall provide space for review comments and stamps from Design-Builder's Architect/Engineer of Record.
   8. Design-Builder shall review and stamp submittals from subcontractors prior to

submitting to the Owner's Representative.

a. Review submittals and indicate where conflicts occur with Contract Documents and with work of other subcontractors.
b. Return submittals that vary significantly from Contract Documents for correction and re-submittal prior to submitting to the Owner's Representative.
c. Submittals that vary significantly from Contract Documents and that fail to indicate thorough Design-Builder review prior to submission to the Owner's Representative will be returned without review.
d. Cursory review and stamping of subcontractor submittal by Design-Builder shall not be acceptable.

9. Design-Builder shall coordinate submittal of related items.
10. After review by the Owner's Representative of each submittal, Design-Builder shall revise and resubmit as required, identify changes made since previous submittal.
11. Design-Builder shall distribute copies of reviewed submittals to concerned persons, and instruct recipients to promptly report any inability to comply.
12. Number of copies: Electronic submittal is acceptable.

B. Requests for Information (RFI): RFIs shall be submitted to the Design-Builder's Architect/Engineer of Record, with a copy to the Owner's Representative.

1. Each RFI shall include the following information: Project title; name of Design-Builder; affected subcontractors and major suppliers; submittal date; sequential identification number for each new RFI; any related RFIs; pertinent drawing sheet and detail number; and applicable section of the Contract Documents
2. Provide space for comments and signatures from Design-Builder's Architect/Engineer of Record.
3. Design-Builder shall review and sign RFIs from subcontractors prior to submitting to the Owner's Representative.
    a. Review RFIs and indicate where Contract Documents and other subcontractors are affected.
    b. Return RFIs that are unclear or may be answered by review of appropriate Technical Specification section prior to submitting to the Owner's Representative.
    c. Cursory review and signing of subcontractor RFIs by Design-Builder shall not be acceptable.
4. Design-Builder shall distribute copies of answered RFIs to concerned persons.

1.4 PROJECT DESIGN REQUIREMENTS

A. Owner is providing the Design-Builder with Bridging Documents (Preliminary Design Drawings and Technical Specifications) that provide information related to the program, function, aesthetics and qualitative aspects of the Project and which will be the basis for determining whether the Design-Build Contract Documents comply with the Project Design Criteria. The Bridging Documents describe the scope of the Project, including minimum standards of performance. The Design-Builder will designate design professionals who will serve as the Architects and Engineers of Record and who will work closely with the Owner's Representative to provide the necessary Design Services for the preparation of Final Design and Construction Documents and for other necessary design services for the Project.

B. The Design Services shall generally include but will not be limited to the following:

1. Review, verify and validate the accuracy of design information to confirm that the final design and construction documents will result in a facility that meets the performance requirements given in the contract documents.
2. Review and confirm compliance with code requirements, Permit conditions of approval, mitigation measures and governmental regulations affecting the completion and construction of the Project.
3. Prepare all required engineering calculations

4. Prepare Final Design Documents, including Drawings and Specifications
5. Prepare Construction Documents, including Drawings and Specifications

C. Architect and Engineer of Record - the Design-Builder shall designate an Architect and an Engineer of Record, who shall be a licensed with the State of California and who possesses the qualifications, expertise, and experience needed to provide the necessary design professional services for all aspects of the Project.

D. DESIGN SUBMITTALS

1. Prior to commencing any construction activity, the Design-Builder shall submit the following documentation within the time specified:
   a. 60% Design Submittal: Shall include the review, verification and validation of all previously provided design information, confirmation of compliance with code requirements, conditions of approval and mitigation measures; review, confirm and/or provide the details of construction technology and coordination of all aspects of the Project and develop the design documentation to a level suitable for review by the Owner for compliance with the Project Design Criteria and for permitting. The 60% Submittal shall be updated to incorporate comments provided by the Owner and Owner's Representatives and, when these have been satisfactorily completed, the Submittal shall be submitted to the permitting authorities for review and approval as required. Any comments by permitting agencies will be discussed with the Owner and Owner's Representatives and incorporated as required for obtaining building and any other necessary permits.
   b. 95% Design Submittal: Shall advance all engineering and architectural design aspects of the Project necessary for the construction of the Project. The 95% Submittal shall include coordinated architectural and engineering drawings and technical specifications and all appropriate and required calculations to substantiate the design of the Project. The 95% Design Submittal will be provided to the Owner and the Owner's Representatives for review for compliance with the Project Design Criteria set forth in the Bridging Documents. Any comments and input provided will be discussed and incorporated into the Final Design Submittal.
   c. Final Design Submittal: Shall incorporate all of the comments provided on the 95% Submittal, address any outstanding aspects related to the details of construction and coordinate all aspects of the Project. Final Design Submittal shall include drawings and technical specifications and appropriate calculations and shall be submitted within thirty (30) calendar days after approval of the 95% submittal.
   d. In addition to conforming with Paragraph E below, the 60% and 95% Final design submittals shall each include one full size and three half size plan sets. Submittals for 100% final design shall conform to Section 01 31 00 paragraph 1.6.B.

E. Unless otherwise required by applicable specification sections, design submittals shall be provided as e-mail attachments. Where the size of a document makes e-mail transmission unreasonable, document shall be submitted on USB flash drive or by other electronic means as may be mutually agreeable between Design-Builder and WETA. Submittals shall become the property of the Owner.

F. The Owner will require fifteen (15) business days for review of each Design Submittal. Written design review comments will be provided to the Design-Builder at the conclusion of the review period.

G. Design review meetings will be held with the Owner's Representatives at the conclusion of the design period of the 60% and 95% submittals. These meetings shall be scheduled no

sooner than 5 working days following each submittal. WETA reserves the right to required additional design review meetings if necessary.

1.5 CONSTRUCTION PROGRESS SCHEDULES

A. Design-Builder shall submit construction progress schedule in compliance with Section 01 32 16.
   1. After review by the Owner's Representative, Design-Builder shall revise and resubmit where required.

1.6 SCHEDULE OF VALUES

A. Design-Builder shall:
   1. Per Article 6 of 00 72 00 "General Conditions", and prior to first application for payment, submit Schedule of Values electronically in an Owner pre- approved format on 8-1/2" by 11" paper forma. The level of detail in the Schedule of Values breakdown acceptance is at the sole discretion of WETA. Design-Builder's attention is invited to Section 01 32 16 Paragraph 1.4 F.2. for guidance on the level of detail in their schedule/schedule of values.
   2. Identify each line item with number and title of applicable Technical Specification section(s).
   3. Include in each line item the activity identifier from the construction progress schedule.
   4. Include in each line item a directly proportional amount of Design-Builder overhead and profit.
   5. Revise schedule of values to reflect approved change orders prior to first Application for Payment following change order approval.

1.7 SHOP DRAWINGS

A. Design-Builder shall:
   1. Include specially prepared technical data, including drawings, diagrams, performance curves, data sheets, schedules, templates, patterns, reports, calculations, instructions, measurements, and similar information not in standard printed form for general application.
   2. Submit shop drawings as electronic PDF files unless otherwise noted or approved by Owner in advance. Where prints are permitted, submit one reproducible print, minimum sheet size 8-1/2" by 11".
   3. After review, reproduce and distribute.

1.8 PRODUCT DATA/MANUFACTURERS' LITERATURE

A. Design-Builder shall:

   1. Mark each copy to identify applicable Products, models, options, and other data; supplement manufacturers' standard data to provide information unique to the Work.
   2. Include manufacturers' installation instructions only when required by Technical Specifications or specifically requested by the Owner's Representative.
   3. Maintain copy of manufacturer installation instructions and recommendations in Design- Builder's field office for review.
   4. Except for things submitted electronically, submit number of copies Design-Builder requires, plus one copy to be retained by the Owner's Representative.

1.9 SAMPLES

A. Design-Builder shall:

1. Submit full range of manufacturers' standard colors, textures, and patterns for selection by the Owner's Representative.
2. Submit samples to illustrate functional characteristics of Product, with integral parts and attachment devices.
3. Coordinate submittal of different categories for interfacing work.
4. Include identification on each sample, giving full information.
5. Submit number of samples required by Design-Builder plus one to be retained by the Owner's Representative.
   a. Maintain one set of approved samples at Project Field Office.
   b. Submit documentation accompanying samples and submittal transmittals.
6. Sizes: Provide following sizes unless otherwise specified.
   a. Flat or Sheet Products: Minimum 6" square, maximum 12" by 12".
   b. Linear Products: Minimum 6", maximum 12" long.
   c. Bulk Products: Minimum one pint, maximum one gallon.
7. Upon approval, full size samples may be incorporated into the Work.

1.10 MANUFACTURERS' CERTIFICATES

A. Design-Builder shall submit certificates, in accordance with requirements of each Technical Specification section. Where not otherwise specified, submit in duplicate.

1.11 WORK SITE DOCUMENTATION

A. Prior to commencing work, Design-Builder shall photograph, videotape or otherwise document, in a manner acceptable to the Owner's Representative, the conditions of the Work Site and areas adjacent to the Work Site including areas through which Design-Builder's equipment will pass during conduct of the Work. Said documentation shall be submitted in accordance with this Section 01 30 00 no later than fourteen (14) calendar days following Design Phase Notice to Proceed. Documentation shall be submitted electronically and on a USB flash drive and readable by readily available off the shelf software. Any adjacent facility or property which is discovered to be damaged during project close out may be assumed to have been damaged by Design-Builder's activities during the work unless the damage was documented per this paragraph or, the damage was caused by outside actors and so reported to Owners Representative and documented in Design-Builders daily reports at the time it occurred.

1.12 SAFETY PLAN

A. Design-Builder shall prepare and submit a Project-specific Health & Safety Plan in accordance with Article 2.9.1 of the General Conditions of these Contract Documents. The Project-specific Health & Safety Plan shall detail the Design-Builder's arrangement to provide the health and safety of Contractor's employees, Owner inspectors and representatives, and the public. The intent of the plan is to reduce the exposure of workers, and the public, to chemical and physical hazards that could be encountered or present during project activities (as required in relevant regulations and statutes including, but not limited to, those of the Occupational Safety and Health Administration [OSHA] and the U.S. Coast Guard [USCG]). Owner will review the Project-specific Health & Safety Plan for general conformance with relevant regulations and statutes and with the Construction Documents.

END OF SECTION

SECTION 01 31 00

PROJECT MANAGEMENT AND COORDINATION

PART 1 – GENERAL

1.1 BRIDGING DOCUMENTS

A. These Bridging Documents provide information relating to the function, aesthetics, and quality of the Project which will be the basis for determining whether the Design-Build Contract Documents comply with Project Design Criteria.

B. The details of construction technology and coordination of all aspects of the Project, including code compliance, are the responsibility of the Design-Build Contractor.

C. Refer to Division 0 and Division 1 for additional information on Design-Build requirements, responsibilities and procedures.

1.2 SUMMARY

A. Section Includes: Description of Project management and coordination including but not necessarily limited to the following:
   1. General Project coordination procedures.
   2. Coordination drawings.
   3. Staff names.
   4. Administrative and supervisory personnel.
   5. Project meetings.

B. Related Sections:
   1. Section 01 30 00: Administrative requirements.
   2. Section 01 79 00: Demonstration and Training.

1.3 COORDINATION

A. It is the obligation of the Design-Builder to coordinate its Work with the work of others working within or adjacent to the Project Site.

B. During the performance of its Work, the Design-Builder may not have exclusive access to or use of all portions of the work areas at all times. Where reasonable, Design-Builder shall maintain public access to sections of the Bay Trail and the Parking areas when work is not occurring in those areas.

C. When the Design-Builder has two or more subcontractors working in the area, each shall conduct its operations in such a manner as not to cause any unnecessary delay or hindrance to the other.

D. Design-Builder and its representative in charge of the Work shall familiarize themselves with the Work Site, and adjacent surroundings in the vicinity of said Work, and any private or public operations on adjoining properties.

E. Design-Builder's attention is directed to Sections 01 11 00 "Summary of Work" of these Contract Documents for additional information regarding Design-Builder's responsibility for coordination of the Work

F. Coordination: Design-Builder shall coordinate construction operations included in various

Technical Specifications sections to ensure efficient and orderly installation of each part of Work.

1. Coordinate orderly and efficient completion of the Design Documents and permitting process.
2. Coordinate construction operations that depend on each other for proper installation, connection, and operation.
3. Coordinate work to assure efficient and orderly sequence of installation of construction elements.
4. Include required notices, reports, and list of attendees at meetings; include the Owner in distribution.

G. Design-Builder shall verify that characteristics of interrelated operating equipment are compatible; coordinate work having interdependent responsibilities for installing, connection to, and placing such equipment in service.

H. Design-Builder shall coordinate space requirements and installation of mechanical and electrical work indicated diagrammatically on Drawings.

1. Follow routing shown for pipes, ducts, and conduits as closely as possible; make runs parallel with lines of structures.
2. Utilize spaces efficiently to maximize accessibility for other installations, for maintenance, and for repairs.

I. Design-Builder shall conceal pipes, ducts, and wiring unless otherwise indicated; coordinate locations of fixtures and outlets with finish elements.

J. Administrative Procedures: Design-Builder shall coordinate scheduling and timing of administrative procedures with other construction activities to avoid conflicts and ensure orderly progress of Work.

K. Design-Builder may not commence any Work until Owner provides it with a float pursuant to Volume 5, Basis of Design, Section 8.3 WETA Standard Float. Owner will use its best efforts to provide the float to Design-Builder so that Design-Builder can complete the Work within the available window, which is August 1 through November 30. If Owner is going to be delayed in delivering the float to Design-Builder such that Design-Builder will not be able to complete the work within the available window, Owner, in its sole discretion, may suspend all Work until the next available work window. If the Owner has suspended work pursuant to this paragraph, (1) the Owner is responsible for additional storage costs as set forth in Section 01 71 13, and (2) the parties must meet and confer to discuss an equitable adjustment to the project schedule and contract price in acknowledgment of any delay. This paragraph will only apply to Owner's delays in delivering the float to Design-Builder.

1.4 SUBMITTALS

A. Personnel: Design-Builder shall promptly, upon Owner’s issuance of the Design Phase Notice to Proceed, submit a list of principal staff assignments, including Project Superintendent, proposed Architect/Engineer of Record, and other key personnel required for the completion of the Work. Design-Builder shall include contact information (phone numbers and email addresses).

B. Coordination Drawings: In congested areas, where space is limited, where sensitive adjacencies exist, and where a number of subcontractors will be working, the Design-Builder shall prepare coordination drawings and develop a strategy for sequencing the installation of the work that will result in the efficient and orderly implementation of all project components.

1.5 SUPERVISORY AND ADMINISTRATIVE PERSONNEL

Design-Builder shall:

A. Provide supervisory personnel, in addition to Project Superintendent, as required for proper and timely performance of Work and coordination of subcontracts.

B. Provide administrative staff as required to allow Project Superintendent and supervisory personnel to allocate maximum time to Project supervision and coordination.

1.6 PROJECT MEETINGS

A. Design-Builder shall schedule and administer Project meetings throughout progress of Work including but not limited to:
   1. Design Verification meeting.
   2. Design submittal review meeting.
   3. Pre-construction meeting.
   4. Progress meetings
      a. At least bi-weekly during design
      b. At least weekly from Construction phase NTP through project acceptance.
   5. Coordination meetings.
   6. Month-end updated schedule meetings
   7. Pre-installation conferences.
   8. Initial Phase meetings for each feature of work (may be incorporated into pre-installation conferences)
   9. Special meetings as required.

B. Design Verification Meeting: Design-Builder shall schedule a Design Verification meeting to coincide with the completion of Design Phase Work. At least ten (10) calendar days prior to this meeting, Design-Builder shall submit an original and six (6) full size and six (6) half size copies of the Design Documents and one electronic copy on USB flash drive. Design Documents shall be accompanied by a report documenting the Design-Builder's code constructability and structural review and any comments received during the permitting process. This report shall also include any proposed changes resulting from the Design-Builder's review and permitting process. The Construction Phase Notice to Proceed will be issued following Owner's determination that the Design Documents are acceptable and that all necessary permits have been obtained.

C. Initial Phase Meeting for Each feature of work. The Initial Phase occurs just prior starting a feature of work and ensures that the task will start correctly. Design-Builder's supervisor shall:

   1. Confirm that all requirements for personnel, materials, and equipment are in place including submittal approvals and RFI responses.
   2. Review each requirement with staff who will be executing the work.
   3. Conduct inspection or otherwise verify that job site is ready for the feature of work to start.
   4. Review Task/site specific safety hazards and mitigations.:
   5. Inspect the first article, or the start of work on the feature to confirm that it conforms to the project requirements. Make corrections as required.

D. Design-Builder shall make physical arrangements for meetings, prepare agenda with copies for participants, preside at meetings, record minutes and distribute copies within two (2) days to the Owner's Representative and other attending the meetings.

E. Attendance: Design-Builder shall ensure attendance of job superintendent, major subcontractors and suppliers as appropriate to agenda, as well as Owner's Representative and

others as may be appropriate to agenda topics for each meeting.

F. Suggested Agenda for Progress Meetings: Staff/personnel/roll changes, Scope/Quality, Work progress (overall & look ahead schedules, and delivery schedules), Cost Concerns, Safety/security, Environmental, Community and Public Relations, submittals, requests for information, pending changes and substitutions, Other issues needing resolution and Next meeting.

END OF SECTION

SECTION 01 32 16

CRITICAL PATH METHOD SCHEDULING

PART 1 – GENERAL

1.1 BRIDGING DOCUMENTS

A. These Bridging Documents provide information relating to the function, aesthetics, and quality of the Project which will be the basis for determining whether the Design-Build Contract Documents comply with Project Design Criteria.

B. The details of construction technology and coordination of all aspects of the Project, including code compliance, are the responsibility of the Design-Build Contractor.

C. Refer to Division 0 and Division 1 for additional information on Design-Build requirements, responsibilities and procedures.

1.2 SUMMARY

A. This section describes the requirements for Critical Path Method (CPM) schedules including submission and review requirements.

B. Related Documents:
1. Bridging Documents (Preliminary Design Drawings and Technical Specifications).
2. Project Meetings in Section 01 31 00.
3. Administrative Requirements in Section 01 30 00.

1.3 DEFINITIONS AND PURPOSE:

A. Definitions:
1. Baseline Schedule – The initial Critical Path Method (CPM) schedule submitted by the Design-Builder based upon a reasonable sequence of logical activities, which represents the Design-Builder's plan for the execution of the Work.
2. Contract Time - The overall length of the Contract as described in Article 5 of Section 00 50 00.
3. Critical Path - The Critical Path is the sequence of activities in the Project Schedule network which requires the longest total amount of time to complete the Work.
4. Look-Ahead Schedule – A weekly schedule indicating the previous two week's Work and the Work planned for the next four weeks. This is in greater detail than the network schedule.
5. Narrative Report – A written text report that addresses the project status, resources and issues. The narrative shall include appropriate details to address the following as needed: project progress, potential problem areas, current and anticipated delaying factors and their impact, actions taken or proposed, proposed changes in schedule logic, extension or contraction of activities, proposed addition or deletion of activities, explanation for changes in the critical path, explanation for changes in scheduled completion date, out of sequence Work, and other topics related to job progress or scheduling.
6. Network - The Network is the graphic representation of the Project Schedule prepared using the Critical Path Method. The network shows the sequence and interdependence of the activities, and planned and actual progress by activity, required for complete performance of the work.
7. Proposal Schedule - Preliminary baseline schedule submitted by the Design-Builder with

its Technical Proposal.

8. Project Schedule - The Project Schedule incorporates and expands upon the Design-Builder's Proposal Schedule, as described in Volume 1, Appendix C, and includes approved updates, revisions and computer produced reports as stipulated in these Contract Documents. The first accepted Project Schedule is the Baseline Schedule.
9. Time Impact Analysis - The Time Impact Analysis shall demonstrate the comparison of the time impact for each schedule revision or proposed revision against the currently accepted Project Schedule. Shall be presented as a fragment, a section or fragment of network diagram comprising a group of activities used to illustrate changes and impact to the whole network, separate from the Project Schedule.
10. Working Day - A Working Day is a calendar day scheduled for active performance of Contract requirements.
11. Environmental Work Window – Is the period in-water work can be undertaken based on environmental and permitting restrictions from governmental approvals.

B. The purpose of the Project Schedule shall be to:

1. Assure adequate planning, staffing, scheduling and reporting during execution of the work by the Design-Builder;
2. Assure coordination of the work among the Design-Build Team, subcontractors, consultants and suppliers at tiers;
3. Assist the Design-Builder and Owner's Representative in monitoring the progress of the work and evaluating proposed changes to the Contract and the Project Schedule;
4. Assist the Owner's Representative and the Design-Builder in the preparation and evaluation of the Design-Builder's monthly progress payments.

C. For the purposes of this section, the terms Task and Activity are interchangeable. This section does not intend to state a preference for or restrict the Design-Builder to any specific scheduling or project management software other than the requirement that the Owner be provided with a copy/license for software that is compatible with the software the Design-Builder uses for the work required under this section.

D. Owner's election to use the Design-Builder's Project Schedule does not relieve the Design-Builder of responsibility for the accuracy or feasibility of the Project Schedule, or of the Design-Builder's requirement to meet the Contract Date of Completion nor does it create a warranty, expressed or implied, or acknowledge or admit the reasonableness of the activities, logic, durations, manpower, cost or equipment loading of the Design-Builder's Project Schedule.

1.4 PROCEDURES

A. Contactor shall provide a detailed Project Schedule with activity entries for each portion of the design, permitting and construction work, in chronological order, cumulatively indicating the entire Contract Time. The Project Schedule shall incorporate and be developed from the Design-Builder's Proposal Schedule, submitted with the Technical Proposal (Step 1). The Project Schedule shall employ the Critical Path Method (CPM) using retained logic for the planning, scheduling and reporting of the work to be performed under the Contract. The Project Schedule will be produced using currently available off the shelf scheduling software. The schedule shall use the Precedence Diagramming Method (PDM).

B. Owner may elect to approve a Project Schedule that projects a date of completion that is earlier than the Contract Date of Completion dictated by the Contract Time as determined from the Proposal Schedule. In such case, the time difference between the date of completion projected by the Project Schedule, and the Contract Date of Completion dictated by the Contract Time and as set forth in the Technical Proposal, shall be owned and for the mutual use of both the Design-Builder and Owner. Owner reserves the right to reject any Project Schedule it determines to be unrealistic in duration or logic.

C. Total float is not for exclusive use or benefit of either the Owner or the Design-Builder, but is an expiring resource available to both parties on a non-discriminatory basis. Either party is entitled to use the float on a “first come first serve” basis to meet the Contract’s milestones and completion dates.

D. In the event the Design-Builder fails to define an element of work, activity or logic and the Owner’s Representative’s review does not detect this omission or error, such omission or error, when discovered shall be corrected by the Design-Builder and reviewed by the Owner’s Representative prior to incorporation in the next revision to the Project Schedule in the manner set forth below. Any revision necessitated by such a correction shall not affect Contract Time.

E. Submittal requirements:
   1. Schedule submittals shall be clear, neat, legible, and reproducible. These documents shall include a narrative explaining the schedule, a color bar chart, and time-scaled network diagram. All schedules shall be submitted to the Owner through their document control software.
   2. The schedules and narratives shall include the contract name, Data Date, scheduling software file, and date of the submittal on each page.
   3. The Design-Builder shall re-submit all revised schedules within seven (7) calendar days after receipt of Owner’s response if the Owner requires change and/or information.
   4. The following is a summary of the submittal requirements:
      a. A list of non-workdays, which include holidays, shall be submitted with the baseline schedule.
      b. Baseline Schedule shall be submitted within thirty (30) calendar days of the signed Agreement. No progress payments will be made to Design-Builder until the schedules are submitted and are acceptable to Owner.
      c. Look-Ahead Schedules and Updated Schedules shall be submitted weekly and monthly respectively with formats approved by the Owner.
         - Look-Ahead Schedules shall be formatted as requested by the Owner and submitted for the weekly progress meetings. Work activities in the Look-Ahead Schedule shall be a subset of the monthly CPM activities.
         - Updated schedules and narratives shall be submitted by the end of the month for the month-end review. Update Schedules shall be formatted and sorted as approved by the Owner.
      d. Fragnets shall be submitted at the request of the Owner if the Design-Builder is delayed in execution of Work as indicated by negative float, or when the Updated Schedule no longer appears to represent actual execution of Work.
      e. Final As-Built Schedule shall be submitted within thirty (30) calendar days of substantial completion of the Contract.
      f. Written narratives shall be submitted with every updated schedule submittal. The narratives shall “stand alone” with sufficient detail to explain the Design-Builder’s schedule submittal.
   5. Schedule submittals shall not be used to notify the owner caused delays or to request additional contract time. Formal notice and requests are required per applicable contract provisions. The Owner’s acceptance of a schedule that shows Work being performed later than the Contract Completion Date shall not be construed as approval to extend the contract time.
   6. The Owner’s review of the schedule submittals shall not relieve the Design-Builder from the responsibility for any variation from the requirements of the Contract Documents unless the Design-Builder has, in writing, called the Owner’s attention to such variation at the time of submission and the Owner has given written approval of each such variation. Nor shall any approval by the Owner relieve the Design-Builder from responsibility for compliance with any provision of the Contract, except as specifically approved with respect to such variation.

7. If, in the opinion of the Owner, the schedule (1) does not accurately reflect the Contractor's actual or anticipated progress or work plan or, (2) cannot be used to effectively evaluate the Contractor's progress or, (3) is not in compliance with this Section and other parts of the Contract, it will be returned to the Contractor for corrections and clarification. The Contractor shall make the necessary corrections and resubmit or shall respond in detail to the Owner's comments with reasonable explanation why such corrections or clarifications should not be required.

F. Narrative requirements:
   1. Narratives prepared by the Design-Builder shall include sufficient detail to explain the specific submittal.
   2. The Baseline Schedule narrative shall address the Design-Builder's approach to executing the scope of Work including procurement, long lead items, third party coordination, equipment, materials, site access, interrelation activity constraints such as leads and lags, potential problem areas, weather sensitive activities, submittals, and permits throughout the duration of the project.
   3. The Updated Schedule narratives shall address the following:
      a. The narratives shall state that the Design-Builder has reviewed and verified that the on-site As-built Drawings and Specifications are current with all the changes issued to date. Furthermore, the narrative shall state Work that is actually completed and reflect progress along critical path in terms of days ahead of or behind allowable dates.
      b. If the Updated Schedule indicates an actual or potential delay to the Contract completion date or interim milestone dates as specified under Special Provisions or modified by Change Order, the Design-Builder shall identify the causes of delay(s), disruptions, or interruptions. The Design-Builder's narrative shall also provide an explanation of Work affected and proposed corrective action to meet milestone dates involved or to mitigate potential delays or disruptions.
      c. The narrative shall discuss added change order Work.
      d. The Updated Schedule narrative shall address the basis for the following changes subsequent to the latest Updated Schedule: scope, activity, logic, activity duration, calendars and resources.
   4. The Fragnet narratives shall address, at a minimum, the circumstances that caused delay or disruption, and the methodology used to determine extent of delay or disruption and list all potential mitigation measures.

G. Schedule Review Meetings:
   1. The Design-Builder's Scheduler shall attend the following:
      a. Weekly Progress Meetings
      b. Month-End Updated Schedule Meetings
      c. Pre-Design Schedule Meeting - Within ten (10) calendar days after the effective date of the Design Phase Notice to Proceed, the Design-Builder shall deliver a draft of the cost and resource loaded Project Schedule to the Owner's Representative. The Design-Builder shall meet with the Owner's Representative within five (5) calendar days of this submission to conduct a joint review of the draft Project Schedule. Design-Builder shall incorporate revisions and additions from this review and submit the baseline Project Schedule within ten (10) calendar days of this meeting.
      d. Pre-Construction Schedule Meeting - No less than seven (7) calendar days prior to the scheduled date of the Construction Phase Notice to Proceed, as projected by the Design-Builder's Proposal Schedule, the Design-Builder shall meet with the Owner's Representative for a pre-construction review of the cost and resource loaded Project Schedule. The purpose of this meeting is to review the Project Schedule for any modifications that may be reasonably required for the

construction phase work based on the work in the design phase of the Project. Design-Builder shall develop a revised Project Schedule that incorporates revisions from this review, if any. Design-Builder shall submit the revised Project Schedule within five (5) calendar days after the effective date of the Construction Phase Notice to Proceed.

e. Other Schedule Meetings as required by the Owner's Representative.

H. Project Schedule requirements:

1. At a minimum, the Project Schedule shall be constructed to show the sequence of events from Design Phase Notice to Proceed through Project Acceptance. The Project Schedule shall be constructed to show a realistic flow of the Work and use of resources and shall be suitable for use in documenting Work progress and forecasting Work to completion. It shall:
   a. Show a complete sequence of construction by activity, identifying Work of separate stages and logically grouped activities.
   b. Show the projected percentage of completion for each item of Work as of time of each progress Application for Payment.
2. The Project Schedule shall incorporate, at a minimum, the following activities:
   a. All line items contained in the Design-Builder's Schedule of Values.
   b. Procurement activities including long lead procurement activities.
   c. Required Milestone events.
   d. Environmental work windows for in-water work dictated by permits.
   e. Requested substitutions, identified as network activities and shall incorporate a thirty (30) calendar day review for each substitution request.
   f. Testing activities.
   g. Owner activities, such as review times, and third party activities.
3. Each activity in the Project Schedule shall contain the following:
   a. An activity number. For line items that are reflected in the Design-Builder's Schedule of Values, activity numbers in the CPM schedule shall correspond with the corresponding activity numbers in the Design-Builder's Schedule of Values.
   b. Description of each portion of the Work.
   c. Activity duration. Where reasonable, such as for milestones, activity durations may be zero (0). To the extent practicable, activities shall be broken down to elements with a maximum duration of thirty (30) calendar days. Note: For monthly billing purposes, activities which have been started will be allowed 10% complete. No other billing based on percent complete will be allowed until Activities are 100% complete.
   d. Assigned dollar value, where appropriate. For line items in the Design-Builder's Schedule of Values, dollar value in the schedule shall coincide with the corresponding dollar value in the Design-Builder's Schedule of Values.
   e. Manpower-loading, where appropriate, indicating the total number of workers.
   f. The resource or cost element. Consultant, Subcontractor and Trade breakdown shall be identified. Design-Builder's self-performed work shall be identified. Other resources and cost elements such as equipment and supplies shall be identified.
4. Normal, seasonal weather conditions shall be considered and included in the planning and scheduling of work. Normal, seasonal weather conditions shall be determined by an assessment of average historical climatic conditions based upon the preceding ten (10) year records published for the locality by the National Ocean and Atmospheric Administration (NOAA) and entitled, "Local Climatological Data."
   a. Note that Contract Time adjustments due to weather will be allowed only after accounting for weather events that exceed the normal seasonal weather conditions as described above
   b. Once the weather events have exceeded the normal seasonal weather conditions:
      - To qualify as a weather delay, the adverse weather must impact a critical path element of the Work and the duration must be in excess of four (4)

hours.

- The Design-Builder shall submit a list of all activities that were impacted, and identify which activities were on the critical path. This information shall be submitted at the end of the adverse weather day for the owner's review and approval to incorporate into the schedule as a weather delay.

5. Scheduling of in-water construction will be done in consideration of environmental work windows in San Francisco Bay provided in applicable permit documents.
6. Schedule and activity guidelines:
   a. Schedule start date shall be Notice to Proceed.
   b. All Schedules shall be based on the early start dates.
   c. The Design-Builder shall establish a project specific calendar for the Work. The Design-Builder shall provide a list of non-work days, which include holidays.
   d. Schedules shall not have more than 50% of activities critical or near critical. Near critical being defined as having a float value of ten (10) days or less. The Design-Builder shall submit any constraints in the schedule to the Owner's Representative for approval.
   e. Activity descriptions shall briefly convey scope and location of Work indicated as agreed to with the Engineer. The description should consist of a Verb or work function (e.g.; form, pour, excavate), an Object (e.g.; slab, footing), and Area (e.g.; bent 200, northeast corner).
   f. With the exception of the first (start) and the last (finish) milestone activities, all other activities shall be logically tied to appropriate predecessors and successors.
   g. Leads or lags shall not be used when the creation of an activity will perform the same function (e.g. concrete cure time). The use of interrelation constraints such as leads and lags on activities shall be explained in the Narrative and submitted to the Owner's Representative for approval.
   h. Use of Mandatory Start or Finish Constraints, Start On, Expected Finish and Zero Total Float Constraints shall not be used in the Baseline Schedule, Revisions, Recovery Schedule, or Updated Schedules without the approval of the Owner's Representative.

I. Project Schedule Updating:
   1. The Project Schedule shall be updated and submitted each month. The date of each Project Schedule update shall be on or before the seventh (7th) day preceding the progress payment submittal deadline.
   2. The Owner's Representative will review the monthly updates upon receipt and will process the monthly request for payment based upon acceptable documentation.
   3. The Design-Builder's Scheduler shall attend a month-end Updated Schedule meeting to be held on a mutually agreeable day. At these meetings, the Design-Builder must be able to discuss the project status using the scheduling software. This will include actual start and actual finish dates for activities either in progress or completed, remaining durations of activities in progress, percent complete of resource loaded activities, proposed logic changes, new or deleted activities, and new change orders.
   4. The Design-Builder shall obtain the Owner's prior approval before making deviations in logic and activity durations between the Updated Schedule and the Baseline Schedule or between the Updated Schedule and the Adjusted Baseline Schedule.
   5. Activities shall not be deleted from the schedule. If the scope of Work associated with an Activity has been removed through a Change Order, the Design-Builder, with concurrence from the Owner, shall set the Activity's duration to zero, change the status to complete, and add "DELETE" to the description.
   6. The Design-Builder shall submit to the Owner a Recovery Schedule at the sole expense of the Design-Builder if the Design-Builder's Updated Schedule indicates negative float and there are no pending requests for additional contract time.
   7. The Updated Schedule will be subject to rejection and re-submittal if it no longer appears to represent the actual execution of Work.

J. Project Schedule Revisions:
   1. Updating the Project Schedule to reflect actual progress of the Work made up through the date of such update shall not necessarily be considered a “revision” to the Project Schedule, as set forth herein.
   2. If it appears the Project Schedule no longer represents the actual execution and the progress of the Work, Owner will request, and the Design-Builder shall submit, a revision to the Project Schedule. A revision submission shall be made by Design-Builder within seven (7) calendar days of Owner’s request or at the next scheduled submission for monthly updates, whichever is later. If the Design-Builder disagrees with an Owner - requested revision to the Project Schedule, Design-Builder shall submit with the revised Project Schedule, a statement setting forth a detailed justification for why such revision should not be made. Regardless of Design-Builder’s disagreement, however, the Design-Builder shall include any anticipated impacts of the revision to the Project Schedule on cost, schedule or scope of the Work.
   3. If the Design-Builder desires to make Design-Builder-initiated changes to the Project Schedule in order to reflect modifications in Design-Builder’s method of operating and scheduling of the Work, the Design-Builder shall submit such proposed revisions to the Owner along with a written statement detailing the reason(s) for the proposed revision, including any anticipated impacts of the revision to the Project Schedule on cost, scheduling or scope of the Work. Design-Builder initiated revisions approved by the Owner in writing will be incorporated into a revised Project Schedule which will become the current accepted Project Schedule and used as the basis for future updates and revisions.
   4. Change Modifications: When change modifications are proposed, including revisions described in the preceding paragraphs above will result in changes to the scope of the Work, Contract Time or the Total Price, the Design-Builder shall submit to the Owner a stand-alone fragmented network schedule (fragnet), excluding all unaffected activities, for each proposed change modification. Each fragnet submitted shall be provided in the format used by the scheduling software.
      a. Submittal shall show activities affected, date(s) delay or disruption occurred, or impacted productivity rates, and unmitigated impact(s) to schedule resulting from delay or disruption.
      b. The Design-Builder shall submit, at the Owner’s request, a similar fragnet showing the Design-Builder’s plan to mitigate delay or disruption and subsequent impact(s) to schedule. Submission of such fragnets does not constitute permission to proceed with plan.
      c. The Design-Builder shall provide written narrative describing circumstances that caused the delay or disruption, and methodology used to determine extent of delay or disruption.
      d. Activities of revised portion(s) of schedule shall be properly connected to, and constrained by, previously existing predecessor and successor activities, as applicable. Band impacted activities in separate networks (fragnets), indicating specific delay or impact issue, and submit to the Owner’s Representative for review.
      e. The Design-Builder shall combine the reviewed and accepted fragnets into the Updated Schedule. The Owner will review aggregate impact to the critical path.
   5. Time extensions will be granted only to the extent that delays or disruptions to affected work paths exceed total float along those paths of the current Updated Schedule. Such delays or disruptions must also cause the end date of Work to exceed current Contract Completion Date and must be beyond the control and without fault or negligence of the Design-Builder or any of the Design-Builder’s subcontractors at any tier.

K. Look Ahead Schedule:
   1. Each week, the Design-Builder shall submit to the Owner a “look ahead” report in the form of a bar chart that encompasses all open and planned Work activities according to the then-current Project Schedule within a time frame covering the period four weeks

ahead (into the future) and two weeks behind (past). The activities in the look ahead schedule shall be a subset of the then-current Project Schedule, with activities referencing the Project Schedule Activity IDs that it falls under. The following items shall be clearly identified:

a. Activities in progress at start of the period with anticipated completion dates with actual start date, Percent Complete and anticipated completion date.
b. Actual Finish Dates for activities that finished within the last two weeks.
c. Activities on the critical path.
d. Activities with negative float.
e. Activities requiring inspection or special inspection.
f. Activities where coordination between subcontractors is required.
g. Activities that have started but, are not active during the period.
h. Design review meetings, Initial phase meetings and other significant meetings anticipated during the period covered by the look ahead schedule.

2. This “look ahead” report shall serve as a basis for discussions at the Project progress meetings. As such, activities shown in the report shall be annotated with:
   a. Reason for delayed completion for activities which were scheduled to be complete in a prior look ahead schedule but have not yet completed, if any.
   b. Events or explanation of what “went right” for activities completed ahead of schedule,
   c. Lessons learned from recently completed or ongoing activities.
   d. Description of problems/concerns and proposed mitigation for ongoing or anticipated activities at risk of finishing late.
   e. Party responsible for the activity (Design-Builder, Subcontractor, Vendor, Owner, etc.)

L. As-Built Schedule:
   1. Submit a final As-Built Schedule covering all Work performed under this Contract within thirty (30) calendar days after substantial completion of the Work.
   2. The As-Built Schedule specified herein shall be based upon the actual dates, activity durations and logic relationships as they occurred without leads or lags to reflect as-built construction sequencing.
   3. Submittal of the As-Built Schedule shall be a condition precedent to the release of retained monies and final payment.

PART 2 – PRODUCTS

2.1 SCHEDULING SOFTWARE

The scheduling software used by the Design-Builder shall be capable of supporting the requirements described in this section.

END OF SECTION

SECTION 01 40 00

QUALITY REQUIREMENTS

PART 1 – GENERAL

1.1 BRIDGING DOCUMENTS

A. These Bridging Documents provide information relating to the function, aesthetics, and quality of the Project which will be the basis for determining whether the Design-Build Contract Documents comply with Project Design Criteria.

B. The details of construction technology and coordination of all aspects of the Project, including code compliance, are the responsibility of the Design-Build Contractor.

C. Refer to Division 0 and Division 1 for additional information on Design-Build requirements, responsibilities and procedures.

1.2 SUMMARY

A. This section describes general quality control requirements.
1. General quality control.
2. Manufacturers' field services.
3. Independent testing laboratory and inspection services.
4. City of Vallejo construction inspection.
5. Field Quality Assurance Activities – three phases of work.

B. Related Requirements:
1. Refer to applicable codes, permit requirements and Technical Specifications sections for test requirements.
2. Unless noted otherwise, all required testing and inspections shall be provided and paid for by the Design-Builder.

1.3 QUALITY CONTROL, GENERAL

The Contractor shall establish a Quality Control Program to perform inspection and testing of all items of work required by the Specifications, including those performed by Subcontractors and document the established Program in the Project-specific Health & Safety Plan. This Quality Control Program shall ensure conformance to applicable specifications and plans with respect to materials, workmanship, construction, finish, and functional performance. The Quality Control Program shall be effective for control of all construction work performed under this Agreement and shall specifically include surveillance and tests required by the Specifications, in addition to other requirements of this section and any other activities deemed necessary by the Contractor to establish an effective level of quality control.

A. Prior to start of any Work, Design-Builder shall prepare and submit a written Project-specific Health & Safety Plan establishing procedures to maintain quality control over suppliers, manufacturers, products, services, site conditions, and workmanship, to produce work of specified quality.

B. Design-Builder shall staff its Quality Control program at a satisfactory level as required to perform the activities outlined in this Section with the Design-Builder’s QC Representative

having complete authority to act as necessary to ensure conformance.

C. The Design-Builder's QC Representative shall have prior experience as a Project Engineer, QC Representative, Superintendent, on-site representative or inspector on a project of comparable complexity to this Project. The QC Representative shall be approved by the Owner's Representative before work on this Contract can begin.

D. Design-Builder shall produce a daily Quality Assurance report documenting field activities, names of workers and their classification along with hours worked, materials and associated quantities used that day, type of equipment and hours of operation, inspection and testing activities, the areas on site where work was performed and a detailed description of said work, accidents, delays, defective work, safety concerns and quality issues for each day in which field activities occur, including off site activities. Photos shall be included as needed. Reports may be transmitted via e-mail and shall be provided within one business day of the field activities being documented.

1.4 MANUFACTURER'S FIELD SERVICES

A. When specified in respective Technical Specification sections, Design-Builder shall require a manufacturer or supplier to have qualified personnel provide on-site observations and recommendations, including where applicable, the following:
   1. Observe field conditions, including conditions of surfaces and installation.
   2. Observe quality of workmanship.
   3. Provide recommendations to assure acceptable installation and workmanship.
   4. Where required, start, test, and adjust equipment as applicable.

B. The Design-Builder shall be responsible for requiring any such representative of the manufacturer or supplier to prepare and submit a written report to the Owner's Representative listing observations and recommendations. Design-Builder shall include any such written reports in the Project Record Documents. As the site is designated as an essential facility, the Design-Builder shall perform testing and inspection as required by the Essential Services Building Act, State of California Health and Safety Code.

1.5 TESTING LABORATORY AND INSPECTION SERVICES

A. An independent testing laboratory shall perform inspections, tests, and other services required by applicable codes, governmental authorities and various Technical Specification sections including special inspections.
   1. It shall be the Design-Builder's responsibility to obtain and pay for the services of an approved independent testing laboratory and special inspectors to provide Project-specific testing under applicable codes and Technical Specification sections except where indicated otherwise, and as required for inspection of the Work. Non-conforming materials shall NOT be placed or installed on the Project and any non-conforming materials discovered shall be removed from the project site.
      a. Retesting required because of non-conformance to specified requirements shall be the responsibility of the Design-Builder. Materials shall NOT be placed or installed until tests indicate compliance.

B. Services shall be performed in accordance with requirements of governing authorities, codes and with specified standards.

C. Owner may use special inspection and testing services independent of Design-Builder's independent testing services. When used, Design-Builder shall allow Owner's independent testing service free and unhindered access to the work.
      a. Retesting required because of non-conformance to specified requirements shall

be the responsibility of the Design-Builder whether discovered by Design-Builder's independent testing services or Owner's.

b. If owner's independent testing laboratory or special inspectors must return to the site for retesting because of non-conformance to specified requirements during a test, the cost of this retesting shall be charged to the Design-Builder.

D. Reports shall be submitted to the Owner's Representative for all observations and results of tests and inspections. Reports shall clearly indicate compliance or non-compliance with specified standards and with Contract Documents. The Design-Builder shall furnish electronic certified copies of the results of all tests.

1. Where required, testing laboratory will submit copy of test results directly to enforcing agency.

1.6 CITY OF VALLEJO CONSTRUCTION INSPECTION

A. The Design-Builder shall coordinate and schedule required City inspections of the work as required by City permits acquired by the Design-Builder. Any work done without inspection may be rejected at the Design-Builder's expense. Design-Builder is responsible for costs or fees associated with City inspection requirements.

1.7 FIELD QUALITY ASSURANCE ACTIVITIES – three phases of work.

A. Design-Builders field Quality Assurance activities shall consist of three phases for each feature of work. Activities associated with these phases shall be included in look ahead schedules as described and discussed in Section 01 32 16. The phases are described as follows:

1. Preparatory Phase: This occurs in the days and weeks before field activities on a feature of work commences. It includes review of task requirements, submittal reviews and safety reviews so that the Owner, Design-Builder and involved Sub-contractors will understand the task requirements, inter-craft coordination and safety concerns before the field work starts. At a minimum, Weekly progress meeting shall discuss completion of the preparatory phase work prior to the Initial phase.
2. Initial Phase: Initial phase happens the day field activities associated with a given task begins. Associated Submittals, RFIs, job and safety planning shall have occurred prior to initiation of field work on an activity. The initial phase meeting is discussed in Section 01 31 00.
3. Follow Up Phase: Follow up phase continues through completion of a feature of work. Design-Builder shall monitor field activities to confirm that field work conforms to contract requirements and any further requirements agreed to in the preparatory and initial phases. Design-Builder shall properly document activities in the Follow up phase and include status along with other pertinent information in Design-Builder's daily quality assurance report.

END OF SECTION

SECTION 01 50 00

TEMPORARY FACILITIES AND CONTROLS

PART 1 – GENERAL

1.1 BRIDGING DOCUMENTS

A. These Bridging Documents provide information relating to the function, aesthetics, and quality of the Project which will be the basis for determining whether the Design-Build Contract Documents comply with Project Design Criteria.

B. The details of construction technology and coordination of all aspects of the Project, including code compliance, are the responsibility of the Design-Build Contractor.

C. Refer to Division 0 and Division 1 for additional information on Design-Build requirements, responsibilities and procedures

1.2 SUMMARY

A. This section describes temporary construction facilities and temporary controls.
   1. Electricity and lighting.
   2. Temporary heat and ventilation.
   3. Water and sanitary facilities.
   4. Construction aids.
   5. Traffic Control
   6. Marine Traffic
   7. Barriers.
   8. Tree Protection
   9. Cleaning during construction.
   10. Project identification.
   11. Field offices, telephone service, and storage.
   12. Work Site waste management.
   13. Removal.

B. Related Requirements:
   1. Section 01 73 00: Execution Requirements.

C. Provide temporary construction facilities and temporary controls as required to conform to applicable permits and as required to complete Project in accordance with Contract Documents.

1.3 ELECTRICITY AND LIGHTING

A. The Design-Builder shall:
   1. Provide electrical service required for construction operations, with branch wiring and distribution boxes located to allow service and lighting by means of construction-type power cords.
   2. Provide lighting for construction operations.

1.4 TEMPORARY HEAT AND VENTILATION

A. The Design-Builder shall provide temporary heat and ventilation as required to maintain specified conditions for construction operation, to protect materials and finishes from damage

due to temperature and humidity.

1.5 WATER AND SANITARY FACILITIES

A. The Design-Builder shall:
   1. Provide water service required for construction operations.
   2. Provide and maintain required sanitary facilities and enclosures, including adhering to any COVID-related guidelines from the County of Solano and the State of California.

1.6 CONSTRUCTION AIDS

A. The Design-Builder shall:
   1. Provide materials and equipment necessary to comply with local requirements for noise, dust and pollution control.
   2. Maintain fire protection facilities as required by applicable authorities and insurance requirements.

1.7 TRAFFIC CONTROL

A. The Design-Builder shall assume all responsibility for public safety during the performance of its Work, and all costs arising therefrom shall be included in the Contract Price. Whenever the Design-Builder's operations create a condition hazardous to traffic or to the public, he shall furnish, erect and maintain, at its expense, such fences, barricades, lights, signs and other devices and take such other protective measures as are necessary to prevent accidents or damage or injury to the public. The Design-Builder shall establish the pedestrian detours with comparable lighting to the original pedestrian areas. The Design-Builder shall arrange for such flaggers as are necessary to give adequate warning to traffic or to the public of any dangerous conditions affecting traffic. For Work in a public right-of-way, the Design-Builder shall comply with the rules and regulations of the State, County, City or local agency that owns the right-of-way.

1.8 MARINE TRAFFIC

A. Design-Builder shall provide appropriate Notice To Mariners and all applicable temporary navigational aids and markers as required by Coast Guard authorities and the Harbormaster to keep the in water work site safely separated from commercial and recreational marine traffic.

1.9 BARRIERS

A. The Design-Builder shall provide the following:
   1. Barriers as required to prevent public entry to construction areas and to protect adjacent properties from damage by construction operations.
      a. Fence: Provide minimum 6-foot high commercial grade fence around construction site; equipped with gates with locks. Fence posts shall be installed in a manner that does not disturb sub-surface soils. No drilling or boring will be allowed until identification of underground utility locations and/or other structures has been completed and approval has been gained from the City of Vallejo and from the Owner.
      b. Whenever possible, safety and construction operations considered, Design-Builder shall allow safe public access to the Bay Trail and Parking areas and shall endeavor to minimize the periods when safety or security require this access to be restricted.
      c. Excavation holes or trenches for utilities, planting, foundations, or any other purpose that need to be left open for a period of time shall be covered for protection and safety during periods of time when active work is not being

undertaken.

d. Provide traffic control barriers as required by City of Vallejo or other governing authorities.

1.10 TREE PROTECTION

A. The Design-Builder shall:

1. Provide adequate protection for existing trees against above and below ground damage from construction operations.

1.11 CLEANING DURING CONSTRUCTION

A. The Design-Builder shall:

1. Control accumulation of waste materials and rubbish; recycle or dispose of off-site.
2. Clean interior areas prior to start of finish work, maintain areas free of dust and other contaminants during finishing operations.
3. Comply with all mitigation monitoring requirements set forth in permits and governmental approvals.

1.12 PROJECT IDENTIFICATION

A. Project Sign: The Design-Builder shall provide a Project Identification sign (4' by 8') of wood frame and exterior grade construction, painted with exhibit lettering by a professional sign painter to meet WETA and City of Vallejo requirements.

1. Design/Text: As furnished by Owner's Representative
2. Submit to Owner's Representative additional names or changes proposed to the Project sign for prior written approval.
3. Erect on site at location established by Owner's Representative.

B. Other Signs: Subject to approval of City of Vallejo, Owner's Representative and other applicable regulating agencies such as ABAG and BCDC.

1.13 FIELD OFFICES, COMMUNICATIONS, AND STORAGE

A. Design-Builder shall provide field offices located within designated work area per requirements listed below.

1. General Field Office Requirements
   a. The Design-Builder shall provide and maintain its own field offices, equipment and services specified herein at the site during the entire period of construction.
   b. The Design-Builder shall provide on-site Water and sanitary facilities meeting OSHA, CalOSHA, and local agency requirements and shall arrange and pay for all necessary water, electric, internet and telephone services and any other required utilities in connection with both Design-Builder's and the Owner's Representative's field offices specified herein, for the duration of the Work.
   c. The Design-Builder is responsible for paying utilities and services required for the Design-Builder's own construction facilities.
   d. Materials, installation and maintenance of field offices shall comply with all applicable regulatory requirements.
   e. The Design-Builder shall remove field offices and temporary construction facilities from the site prior to Final Payment.
   f. The Design-Builder shall restore the site occupied by said field offices to the original condition.

2. The Design-Builder's Field Office
   a. The Design-Builder shall provide and maintain temporary offices and storage sheds, including all utilities and maintenance services, as required for proper

execution of the Work.

b. Such construction facilities shall be located in close proximity to the Work Site subject to acceptance by the Owner.
c. Layout plans for temporary construction facilities shall be based on other subsidiary plans, such as approved safety plan, hazardous materials management plan, site drainage plan, security and theft prevention, the Project Schedule and other elements of the Design-Builder's Project execution plan.
d. Meeting Space: Provide space for Project meetings with table and chairs to accommodate minimum twelve persons.
e. Telephone and fax equipment: Provide telephones and fax machines as needed at field office.
f. Copier/Scanner: Provide separate plain paper copier with enlargement and reduction capability as well as scanner to create PDFs for transmission to Owner's Representative.
g. Computer: Provide desktop computer system at Project field office with e-mail capacity and software compatible with Owner's Representative word processing system and provide plain paper printer.
h. Digital Camera: Maintain operational digital camera on-site during construction along with software allowing transmission of digital pictures taken on-site via e-mail to Owner's Representative.

B. Storage for Tools, Materials, and Equipment: Limit on-site storage to within the Project limit line shown on the Preliminary Drawings.

C. Construction worker parking: Construction worker parking shall be generally located on the existing parking area.

1.14 SITE WASTE MANAGEMENT

A. Design-Builder shall:
1. Site Waste Management: Comply with applicable Federal, state, and local regulations and Section 01 74 19 Construction Waste Management and Disposal for diverting Project waste from landfill; at minimum per City of Vallejo requirements, 65% of all waste shall be recycled by a certified Construction and Demolition Debris (C&D) Processor.
   a. Effect optimum control of solid wastes.
   b. Prevent environmental pollution and damage.
2. Waste Management Plans and Reports: Provide as required by applicable authorities.
3. Recycling: Implement recycling program that includes separate collection of waste materials of types as applicable to Project; recycling program to be applied by Design-Builder and subcontractors.
4. Handling: Keep materials free of dirt, adhesives, solvents, petroleum contamination, and other substances deleterious to recycling process.
   a. Clean contaminated materials prior to placing in collection containers.
   b. Arrange for collection by or delivery to appropriate recycling center or transfer station that accepts construction and demolition waste for purpose of recycling.
5. Participate in Re-Use Programs: Rebates, tax credits, and other programs. Savings or credits obtained for recycled or re-used materials shall accrue to Design-Builder.

1.15 REMOVAL

A. Design-Builder shall:
1. Remove temporary materials, equipment, services, and construction prior to Substantial Completion Inspection.
2. Clean and repair damage caused by installation or use of temporary facilities.
3. Restore existing facilities used during construction to original condition unless otherwise specified.

SECTION 01 57 20

ENVIRONMENTAL PROTECTION

This specification section is provided to the Design-Builder for use in the final design. The criteria and performance detailed below represents the minimum content required for this specific specification section. Design-Builder shall submit the revised specification as part of the design submittals.

PART 1 GENERAL

1.1 BRIDGING DOCUMENTS

A. These Bridging Documents provide information relating to the function, aesthetics, and quality of the Project which will be the basis for determining whether the Design-Build Contract Documents comply with Project Design Criteria.

B. The details of construction technology and coordination of all aspects of the Project, including code compliance, are the responsibility of the Design-Build Contractor.

C. Refer to Division 00 and this Division 01 for additional information on Design-Build requirements, responsibilities and procedures.

1.2 DEFINITIONS

A. Environmental Pollution and Damage

Environmental pollution and damage is the presence of chemical, physical, or biological elements or agents which adversely affect human health or welfare; unfavorably alter ecological balances of importance to human life; affect other species of importance to humankind; or degrade the environment aesthetically, culturally and/or historically.

B. Environmental Protection

Environmental protection is the prevention/control of pollution and habitat disruption that may occur to the environment during construction. The control of environmental pollution and damage requires consideration of land, water, and air; biological and cultural resources; and includes management of visual resources; noise; solid, chemical, gaseous, and liquid waste; radiant energy and radioactive material as well as other pollutants.

C. Design-Builder Generated Hazardous Waste

Design-Builder generated hazardous waste means materials that, if abandoned or disposed of, may meet the definition of a hazardous waste. These waste streams would typically consist of material brought on site by the Design-Builder to execute work, but are not fully consumed during construction. Examples include, but are not limited to, excess paint thinners (i.e. methyl ethyl ketone, toluene etc.), waste thinners, excess paints, excess solvents, waste solvents, and excess pesticides, and contaminated equipment rinse water.

D. Land Application for Discharge Water

The term "Land Application" for discharge water implies that the Design-Builder shall discharge water at a rate which allows the water to percolate into the soil. No sheeting action, soil erosion, discharge into storm sewers, discharge into defined drainage areas, or discharge into the

"waters of the United States" shall occur. Land Application shall be in compliance with all applicable Federal, State, and local laws and regulations.

E. Waters of the United States

All waters which are under the jurisdiction of the Clean Water Act, as defined in 33 CFR 328.

1.3 GENERAL REQUIREMENTS

A. Minimize environmental pollution and damage that may occur as the result of construction operations. The environmental resources within the Project boundaries and those affected outside the limits of permanent work shall be protected during the entire duration of this Contract. Comply with all applicable Federal, State, and local environmental laws and regulations. Any delays resulting from failure to comply with environmental laws and regulations will be the Design-Builder's responsibility.

B. Ensure compliance with this section by subcontractors.

C. Design-Builder shall obtain all additional permits required for construction authorization.

1.4 PAYMENT

A. No separate payment will be made for work covered under this section. Payment of fees associated with environmental permits, application, and/or notices obtained by the Design-Builder, and payment of all fines/fees for violation or non-compliance with Federal, State, Regional and local laws and regulations are the Design-Builder's responsibility. All costs associated with this section shall be included in the Contract price for the various bid items.

1.5 ENVIRONMENTAL PROTECTION PLAN

A. Prior to commencing construction activities or delivery of materials to the site, submit an Environmental Protection Plan for review and approval by the Owner’s Representative. The purpose of the Environmental Protection Plan is to present a comprehensive overview of known or potential environmental issues which the Design-Builder shall address during construction. Issues of concern shall be defined within the Environmental Protection Plan as outlined in this section. Address each topic at a level of detail commensurate with the environmental issue and required construction task(s). Topics or issues which are not identified in this section, but are considered necessary, shall be identified and discussed after those items formally identified in this section. Prior to submittal of the Environmental Protection Plan, meet with the Owner’s Representative to discuss implementation of the initial Environmental Protection Plan; possible subsequent additions and revisions to the plan including any reporting requirements; and methods for administration of the Design-Builder's Environmental Plans. The Environmental Protection Plan shall be current and maintained onsite by the Design-Builder.

B. No requirement in this Section will relieve the Design-Builder of any applicable Federal, State, and local environmental protection laws and regulations. During Construction, the Design-Builder will be responsible for identifying, implementing, and submitting for approval any additional requirements to be included in the Environmental Protection Plan.

C. Include in the Environmental Protection Plan, but not limit it to, the following:
   1. Name(s) of person(s) within the Design-Builder's organization who is (are) responsible for ensuring adherence to the Environmental Protection Plan.
   2. Name(s) and qualifications of person(s) responsible for manifesting hazardous waste to be removed from the site, if applicable.
   3. Name(s) and qualifications of person(s) responsible for training the Design-Builder's

environmental protection personnel.

4. Description of the Design-Builder's environmental protection personnel training program.
5. An erosion and sediment control plan which identifies the type and location of the erosion and sediment controls to be provided. The plan shall include monitoring and reporting requirements to assure that the control measures are in compliance with the erosion and sediment control plan, Federal, State, and local laws and regulations.
6. A Storm Water Pollution Prevention Plan (SWPPP) is required.
7. Drawings showing locations of proposed temporary excavations or embankment, material storage areas, structures, sanitary facilities and stockpiles of excess or spoil materials including methods to control runoff and to contain materials on the site.
8. Design-Builder shall provide traffic control plan per Specifications Section 01 50 00 “Temporary Facilities and controls. Plan shall include measures to minimize the amount of mud transported onto paved public roads by vehicles or runoff.
9. Work area plan showing the proposed activity in each portion of the area and identifying the areas of limited use or nonuse. Plan should include measures for marking the limits of use areas including methods for protection of features to be preserved within authorized work areas.
10. Include in the Oil Spill Prevention and Control Plan the procedures, instructions, and reports to be used in the event of an unforeseen spill of a substance regulated by 40 CFR 68, 40 CFR 302, 40 CFR 355, and/or regulated under State or Local laws and regulations. Include in this plan, as a minimum:
    a. The name of the individual who will report any spills or hazardous substance releases and who will follow up with complete documentation. This individual will immediately notify the Owner’s Representative and the local Fire Department in addition to the legally required Federal, State, and local reporting channels (including the National Response Center 1-800-424-8802) if a reportable quantity is released to the environment. Include in the plan a list of the required reporting channels and telephone numbers.
    b. The name and qualifications of the individual who will be responsible for implementing and supervising the containment and cleanup.
    c. Training requirements for Design-Builder's personnel and methods of accomplishing the training.
    d. A list of materials and equipment to be immediately available at the job site, tailored to cleanup work of the potential hazard(s) identified.
    e. The names and locations of suppliers of containment materials and locations of additional fuel oil recovery, cleanup, restoration, and material-placement equipment available in case of an unforeseen spill emergency.
    f. The methods and procedures to be used for expeditious contaminant cleanup.
11. Construction Debris Management Plan identifying methods and locations for solid waste disposal including clearing debris and schedules for disposal.
    a. Identify any subcontractors responsible for the transportation and disposal of solid waste. Submit licenses or permits for solid waste disposal sites that are not a commercial operating facility.
    b. Evidence of the disposal facility's acceptance of the solid waste shall be attached to this plan during the construction. Attach a copy of each of the Non-hazardous Solid Waste Diversion Reports to the disposal plan. Submit the report for the previous quarter on the first working day after the first quarter that non-hazardous solid waste has been disposed and/or diverted (e.g. the first working day of January, April, July, and October).
12. An air pollution control plan detailing provisions to assure that dust, debris, materials, trash, etc., do not become air borne and travel off the Project site.
13. A sound control plan detailing provisions to assure adherence to local, State and federal rules and regulations.
14. A contaminant prevention plan that: identifies potentially hazardous substances to be used on the job site; identifies the intended actions to prevent introduction of such

materials into the air, water, or ground; and details provisions for compliance with Federal, State, and local laws and regulations for storage and handling of these materials. In accordance with EM 385-1-1, a copy of the Material Safety Data Sheets (MSDS) and the maximum quantity of each hazardous material to be onsite at any given time shall be included in the contaminant prevention plan. Update the plan as new hazardous materials are brought onsite or removed from the site.

15. A waste water management plan that identifies the methods and procedures for management and/or discharge of waste waters which are directly derived from construction activities, such as concrete curing water, clean-up water, dewatering of ground water, disinfection water, hydrostatic test water, and water used in flushing of lines. If land application will be the method of disposal for the waste water, the plan shall include a sketch showing the location for land application along with a description of the pretreatment methods to be implemented. If surface discharge will be the method of disposal, include a copy of the permit and associated documents as an attachment prior to discharging the waste water. If disposal is to a sanitary sewer, the plan shall include documentation that the East Bay Municipal Utility District (EBMUD) has approved the flow rate, volume, and type of discharge.
16. Description of plans to address and comply with project mitigation monitoring requirements included in environmental approvals.
    a. Include discussion of reporting requirements for mitigation monitoring to be performed.

1.6 SPECIAL ENVIRONMENTAL REQUIREMENTS

A. See applicable permit documents available in Volume 4 – Permits and Approvals for environmental requirements and mitigation measures associated with the work as described in this specification section.

B. Pile Driving in general: Design Builder is reminded that damage to nearby structures and facilities caused by Design-Builder's activities, including pile driving are Design-Builder's responsibility. Further, that Design-Builder is to minimize the impact of construction activities (including Pile driving) on tenants in nearby buildings or facilities. Design-Builder's attention is directed to Section 31 62 16 – Steel Pile Piles for further requirements related to this concern.

C. Marine Pile Installation Mitigation Requirements – Design-Builder shall follow all pile driving conservation and mitigation measures required by applicable agencies. If required by applicable agencies:
    1. Marine Pile Driving Energy Attenuator - A pile driving energy attenuation system consisting of an air bubble curtain shall be used during installation of all marine piles. This work shall consist of designing, furnishing, installing, operating, monitoring, maintaining, and removing a confined air bubble curtain system to attenuate underwater energy generated by driving steel pipe piling. For purposes of this specification, pile installation refers to all activities involved with driving a single pile; pile driving refers to the time when the hammer is physically driving the pile. An air bubble curtain system generally consists of air compressors, supply lines to deliver air, distribution manifolds or headers, perforated aeration pipes, and a frame. The frame facilitates transport and placement of the system, keeps the aeration pipes stable, and provides ballast to counteract the buoyancy of the aeration pipes in operation. The air bubble system will consist of multiple and concentric layers of perforated aeration pipes stacked vertically.
    2. Submittals – The Design-Builder shall submit a Marine Pile Driving Energy Attenuator Plan with working drawings and calculations for the air bubble curtain system. Working drawings with supplements shall be stamped and signed by a Mechanical Engineer registered in the State of California. Working drawings shall include the following:
        a. Details of the systems including mechanical and structural details.
        b. Details of anchorage components, air compressors, supply lines, distribution

manifolds, aeration pipes and frame.

c. Details of proposed means of isolating noise-producing systems on the pile driving barge.

d. Details of meters, gauges, and recording devices.

3. The Marine Pile Driving Energy Attenuator Plan shall include performance criteria for sound attenuation to achieve the maximum practicable reductions in underwater sound levels during construction in accordance with applicable permits, licenses, agreement and certifications. The report shall include a Hydroacoustic Monitoring Plan. The Hydroacoustic Monitoring Plan shall detail seasonal and diurnal operational usage constraints, the means of sampling (i.e., locations, frequency, and methods to be implemented during pile driving), monitoring and analysis of real time data and as characterized within applicable licenses, certifications and permits.

4. Installation and Operation – Design-Builder shall monitor the condition of the attenuator system and prepare inspection reports daily during pile installation operations and no less than every other day during periods of no activity. The Design-Builder's design, installation, maintenance, monitoring, operation and removal of the attenuator system shall take into account the site conditions and the requirements of pile installation. Factors to be taken into account include anchoring, moving, and dismantling the system; configuration of channel bottom; water velocity; water-surface conditions; air and water temperatures; and positioning of pile and pile- driving equipment relative to the bubble curtain system. The design of the system shall ensure that the system extends from channel bottom to the water surface during maximum water-current conditions and accommodates tidal changes. The pile-driving barge shall be isolated from the noise-producing operations. This isolation shall not transmit noise from the pile driving operation through the barge to the water column. The barge deploying or containing the pile-driving equipment is not required to be contained within the system.

5. The attenuator system shall be removed at the completion of the Project and the system will remain the property of the Design-Builder.

D. In-water construction shall be limited to the period specified in the applicable permits.

1.7 ENVIRONMENTAL ASSESSMENT OF CONTRACT DEVIATIONS

A. Any deviations from the Bridging Documents (preliminary drawings, plans and specifications), requested by the Design-Builder and which may have an environmental impact, will be subject to approval by the Owner's Representative and may require an extended review, processing, and approval time. The Owner's Representative reserves the right to disapprove alternate methods, even if they are more cost effective, if the Owner's Representative determines that the proposed alternate method will have an adverse environmental impact.

1.8 NOTIFICATION

The Owner's Representative will notify the Design-Builder in writing of any observed noncompliance with Federal, State or local environmental laws or regulations, permits, and other elements of the Design-Builder's Environmental Protection plan. After receipt of such notice, the Design-Builder will inform the Owner's Representative of the proposed corrective action and take such action when approved by the Owner's Representative. The Owner's Representative may issue an order stopping all or part of the work until satisfactory corrective action has been taken. No time extensions will be granted or equitable adjustments allowed for any such suspensions. This is in addition to any other actions the Owner's Representative may take under the Contract, or in accordance with the Federal Acquisition Regulation or Federal Law.

1.9 ENVIRONMENTAL PERMITS AND COMMITMENTS

A. Comply with the terms and conditions of all permits and governmental approvals pertaining to this work. Status of owner obtained permits for this work are provided in Volume 4 of the contract documents.

B. Unless otherwise noted, the Design-Builder shall be responsible for meeting all permit conditions and performing all required mitigation monitoring and reporting. Permit condition mitigation/conservation measure requirements to be performed by the Design-Builder are spelled out in the permits.

PART 2 PRODUCTS (Not Used)

PART 3 EXECUTION

3.1 EROSION AND SEDIMENT CONTROLS

A. Providing erosion and sediment control measures in accordance with federal, state, and local laws, including, but not limited to the California General Construction NPDES permit requirements, and regulations is the Design-Builder's responsibility. Select and maintain the erosion and sediment controls such that water quality standards are not violated as a result of construction activities. The area of bare soil exposed at any one time by construction operations should be kept to a minimum. Construct or install temporary and permanent erosion and sediment control best management practices (BMPs). BMPs may include, but not be limited to, vegetation cover, stream bank stabilization, slope stabilization, silt fences, construction of terraces, interceptor channels, sediment traps, inlet and outfall protection, diversion channels, and sedimentation basins. Remove any temporary measures after the area has been stabilized.

B. See requirements for submittal of Stormwater Pollution Prevention Plan (SWPPP) as required for San Francisco Bay Regional Water Quality Control Board.

3.2 WATER RESOURCES

A. Monitor all water areas affected by construction activities to prevent pollution of surface and ground waters. Do not apply toxic or hazardous chemicals to soil or vegetation. For construction activities, immediately adjacent to impaired surface waters, the Design-Builder shall be capable of quantifying sediment or pollutant loading to that surface water when required by State or Federally issued Clean Water Act permits.

3.3 AIR RESOURCES

A. Equipment operation, activities, or processes will be in accordance with all Federal and State air emission and performance laws and standards.

B. Particulates: Dust particles; aerosols and gaseous by-products from construction activities; and processing and preparation of materials, such as from asphaltic batch plants; shall be controlled at all times, including weekends, holidays and hours when work is not in progress. Maintain excavations, stockpiles, haul roads, permanent and temporary access roads, plant sites, spoil areas, borrow areas, and other work areas within or outside the Project boundaries free from particulates which would cause the Federal, State, and local air pollution standards to be exceeded or which would cause a hazard or a nuisance. Sprinkling, chemical treatment of an approved type, baghouse, scrubbers, electrostatic precipitators or other methods will be permitted to control particulates in the work area except as precluded by one of the applicable permits. Sprinkling, to be efficient, shall be repeated to keep the disturbed area damp at all times. Provide sufficient, competent equipment available to accomplish these tasks. Perform

particulate control as the work proceeds and whenever a particulate nuisance or hazard occurs. Comply with all State and local visibility regulations.

C. Odors: Odors from construction activities shall be controlled. The odors shall be in compliance with State regulations and/or local ordinances and may not constitute a nuisance or health hazard.

D. Sound Intrusions: Keep construction activities under surveillance and control to minimize environment damage by noise and vibration. Comply with the provisions of the State of California and City of Vallejo rules and permit requirements.

E. Burning: Burning of waste and other materials is prohibited.

3.4 CHEMICAL MATERIALS MANAGEMENT AND WASTE DISPOSAL

A. Solid Wastes: Place solid wastes (excluding clearing debris) in containers which are emptied on a regular schedule. Handling, storage, and disposal shall be conducted to prevent contamination. Employ segregation measures so that no hazardous or toxic waste will become co-mingled with solid waste. Transport solid waste off the Project site and dispose of it in compliance with Federal, State, and local requirements for solid waste disposal. A Subtitle D RCRA permitted landfill will be the minimum acceptable offsite solid waste disposal option. Verify that the selected transporters and disposal facilities have the necessary permits and licenses to operate. Comply with Federal, State, and local laws and regulations pertaining to the use of landfill areas.

B. Chemicals and Chemical Wastes: Store and dispense chemicals in a manner that ensures that chemicals or chemical wastes do not spill on to the ground or to a surface water channel or storm sewer drain. Perform and document periodic inspections of storage and dispensing areas to identify leakage and initiate corrective action. Chemicals not in active use shall be stored in a secure location and shall have spill containment that prevents chemicals from entering onto the ground, surface water or storm sewer drain. This documentation will be periodically reviewed by the Owner's Representative. Collect chemical waste in corrosion resistant, compatible containers. Collection drums shall be monitored and removed to a staging or storage area when contents are within 6 inches of the top. Wastes will be classified, managed, stored, and disposed of in accordance with Federal, State, and local laws and regulations.

C. Design-Builder Generated Hazardous Wastes/Excess Hazardous Materials: Hazardous wastes are defined in 40 CFR 261 et. seq., or are as defined by applicable State and local regulations. Hazardous materials are defined in 49 CFR 171 - 178. At a minimum, manage and store hazardous waste in compliance with 40 CFR 262. Take sufficient measures to prevent spillage of hazardous and toxic materials during dispensing. Segregate hazardous waste from other materials and wastes, protect it from the weather by placing it in a safe covered location, and take precautionary measures such as berming or other appropriate measures against accidental spillage. Storage, describing, packaging, labeling, marking, and placarding of hazardous waste and hazardous material in accordance with 49 CFR 171 - 178, State, and local laws and regulations is the Design-Builder's responsibility. Transport Design-Builder generated hazardous waste off the Project site within sixty (60) days in accordance with the Environmental Protection Agency and the Department of Transportation laws and regulations. Dispose of hazardous waste in compliance with Federal, State and local laws and regulations. Spills of hazardous or toxic materials shall be immediately reported to the Owner's Representative and local Fire Department. Cleanup and cleanup costs due to spills are the Design-Builder's responsibility. The disposition of Design-Builder generated hazardous waste and excess hazardous materials are the Design-Builder's responsibility.

D. Fuel and Lubricants: Storage, fueling and lubrication of equipment and motor vehicles shall be conducted in a manner that affords the maximum protection against spill and evaporation. Manage and store fuel, lubricants and oil in accordance with all Federal, State, Regional, and local laws and regulations. Used lubricants and used oil to be discarded shall be stored in marked corrosion-resistant containers and recycled or disposed in accordance with 40 CFR 279, State, and local laws and regulations. Storage of fuel on the Project site will be in accordance with all Federal, State, and local laws and regulations.

E. Waste Water: Wastewater from construction activities shall be disposed of in accordance with Design-Builder's approved Waste Water Management Plan as discussed in Paragraph 1.5.C.15 above in this section. Design-Builder shall not permit or allow violations of permitting requirements or federal, state, regional or local regulations related to wastewater.

1. Waste water covered under this paragraph includes any water generated by or as a result of onsite material processing, concrete curing, foundation and concrete clean-up, concrete truck activities, wetting of forms and water generated from the flushing of lines after disinfection or disinfection in conjunction with hydrostatic testing.

3.5 RECYCLING AND WASTE MINIMIZATION

A. Participate in State and local City sponsored recycling programs. The Design-Builder is further encouraged to minimize solid waste generation throughout the duration of the Project.

3.6 HISTORICAL AND ARCHEOLOGICAL RESOURCES

A. If during excavation or other construction activities any previously unidentified or unanticipated historical, archaeological, and cultural resources are discovered or found, all activities that may damage or alter such resources will be temporarily suspended. Resources covered by this paragraph include but are not limited to: any human skeletal remains or burials; artifacts; shell, midden, bone, charcoal, or other deposits; rock or coral alignments, pavings, wall, or other constructed features; and any indication of agricultural or other human activities. Upon such discovery or find, immediately notify the Owner's Representative so that the appropriate authorities may be notified and a determination made as to their significance and what, if any, special disposition of the finds should be made. Cease all activities that may result in impact to or the destruction of these resources. Secure the area and prevent employees or other persons from trespassing on, removing, or otherwise disturbing such resources.

3.7 BIOLOGICAL RESOURCES

A. Minimize interference with, disturbance to, and damage to fish, wildlife, and plants including their habitat. The protection of threatened and endangered animal and plant species, including their habitat, is the Design-Builder's responsibility in accordance with the various permits and several Federal, State, Regional, and local laws and regulations.

3.8 MAINTENANCE OF POLLUTION FACILITIES

A. Maintain permanent and temporary pollution control facilities and devices for the duration of the Contract or for that length of time construction activities create the particular pollutant.

END OF SECTION

SECTION 01 60 00

PRODUCT REQUIREMENTS

PART 1 – GENERAL

1.1 BRIDGING DOCUMENTS

A. These Bridging Documents provide information relating to the function, aesthetics, and quality of the Project which will be the basis for determining whether the Design-Build Contract Documents comply with Project Design Criteria.

B. The details of construction technology and coordination of all aspects of the Project, including code compliance, are the responsibility of the Design-Build Contractor.

C. Refer to Division 0 and Division 1 for additional information on Design-Build requirements, responsibilities and procedures.

1.2 SUMMARY

A. This section describes basic product requirements governing material and equipment.
   1. General product requirements.
   2. Product list.
   3. Quality assurance.
   4. Delivery, storage, and handling.

B. Related Requirements:
   1. Section 01 30 00: Administrative Requirements.
   2. Section 01 25 13: Product Substitution Procedures.
   3. Section 01 78 23: Operation and Maintenance Data.

1.3 GENERAL PRODUCTS REQUIREMENTS

A. Products include material, equipment, and systems.

B. Design-Builder shall comply with Technical Specifications, referenced standards, and applicable Governmental Rules and Governmental Approvals as minimum requirements.

C. Design-Builder shall provide new materials except as specifically allowed by Contract Documents.

D. Materials to be supplied in quantity within a Technical Specification section shall be by one manufacturer, shall be the same, and shall be interchangeable.

E. Design-Builder shall provide equipment and systems composed of materials from a single manufacturer except where otherwise recommended by equipment or systems manufacturer or where otherwise indicated in Contract Documents.

F. Equipment Nameplates: Design-Builder shall provide permanent nameplate on all equipment.
   1. Provide name of equipment manufacturer, model and serial number, capacity, speed, rating, and similar information. Nameplate should be located on an easily accessible surface of the equipment.

2. For equipment located in public spaces, to the extent possible, nameplates should be affixed on an inconspicuous surface.

1.4 SUBMITTALS

A. Product List: Within thirty-five (35) days after Design Phase NTP, Design-Builder shall submit to Owner's Representative a complete list of major products to achieving the functionality, aesthetic and design quality of the Project Design Criteria. Major products include, but are not limited to, the float, gangway and bridge fabricators, pile suppliers/ fabricators, steel coatings, donut and marine fenders, canopy, security door, lighting and electrical/comms products, walking surface products, and other appurtenances such as the ramp lifting legs. The products proposed for installation shall be identified with name of manufacturer, trade name, and model.
   1. Tabulate products by identifying them to references in the Bridging Documents (Technical Specifications) number and title.

B. Substitutions: Refer to Section 01 25 13 - Product Substitution Procedures.

1.5 QUALITY ASSURANCE

A. Design-Builder shall:
   1. Comply with industry standards and applicable codes except when more restrictive tolerances or requirements indicate more rigid standards or precise workmanship.
   2. Perform work by persons qualified to produce workmanship of specified quality.
   3. Install products straight, true-to-line, and in correct relationship to adjacent materials, with hairline joints, free of rough, sharp and potentially hazardous edges.
   4. Secure products in place with positive anchorage devices designed and sized to withstand stresses, vibration, and racking.
      a. Seismic Anchors: Conform to code requirements.

1.6 DELIVERY, STORAGE, AND HANDLING

1. Design-Builder shall:
   1. Transport products by methods to avoid product damage, deliver in undamaged condition in manufacturer's unopened containers or packaging.
   2. Store products in accordance with manufacturer's instructions, with seals and labels intact and legible.
   3. Store sensitive products in weather-tight enclosures; maintain within temperature and humidity ranges required by manufacturer's instructions.
   4. For exterior storage of fabricated products, place on sloped supports above ground.
   5. Store loose granular materials on solid surfaces in a well-drained area; prevent mixing with foreign matter.
   6. Arrange storage to provide access for inspection; periodically inspect to assure products are undamaged and are maintained under required conditions.
   7. Provide equipment and personnel to handle products by methods to prevent soiling and damage.
   8. Promptly inspect shipments to assure products comply with requirements and certifications, quantities are correct, and products are undamaged.
   9. Immediately remove from Project damaged or other unsuitable/non-conforming products.

END OF SECTION

SECTION 01 71 13

MOBILIZATION & DEMOBILIZATION

PART 1 – GENERAL

1.1 BRIDGING DOCUMENTS

A. These Bridging Documents provide information relating to the function, aesthetics, and quality of the Project which will be the basis for determining whether the Design-Build Contract Documents comply with Project Design Criteria.

B. The details of construction technology and coordination of all aspects of the Project, including code compliance, are the responsibility of the Design-Build Contractor.

C. Refer to Division 0 and Division 1 for additional information on Design-Build requirements, responsibilities and procedures

1.2 General

A. Mobilization shall consist of all work required to prepare the Design-Builder's forces and equipment for performing the Work required under the Contract Documents, including all activities and associated costs for transportation of Design-Builder's personnel, equipment, and operating supplies to the Work Site; establishment of offices, buildings, and other necessary general facilities for the Design-Builder's operations at the Work Site; premiums paid for performance and payment bonds including coinsurance and reinsurance agreements as applicable; and other items required to safely initiate performance of the Work. Notwithstanding the foregoing, mobilization, if itemized separately in the Design-Builder's schedule of values, shall not include specific items of work for which payment is provided elsewhere in the Contract Documents.

B. Demobilization shall consist of all work required to prepare the Design-Builder's forces and equipment for transfer from the Work Site and removing all equipment, labor and unused supplies and incidentals from the Work Site at the completion of the Work, including the clean-up of all staging areas used in the performance of the Work.

PART 2 – REQUIREMENTS

2.1 The Design-Builder's equipment to be used in performing the Work shall be of suitable size and efficiency to meet the Project requirements and will be subject to approval by the Owner or the Owner's Representative. Owner's Representative is authorized to inspect all of Design-Builder's equipment brought onto the Work Site and may reject for use on this Project any equipment deemed not safe or appropriate for its intended use for the performance of this Work.

2.2 As part of Mobilization, Design-Builder will procure equipment, materials, and supplies for the Work. If Owner is delayed in delivering the float to Design-Builder, as described in Section 00 31 00 "Project Management and Coordination," Owner will pay up to 50% of the standby and storage costs for any equipment, materials, and supplies ordered during Mobilization by Design-Builder, subject to Owner's verification of such costs based on substantiating documentation.

PART 3 – MEASUREMENT AND PAYMENT

3.1 Mobilization and Demobilization:

A. Mobilization and Demobilization, if itemized separately in Design-Builder's Schedule of values, shall be a lump sum amount "Mobilization/Demobilization" and will be paid as partial payments in accordance with the following breakdown:

1. Mobilization - Fifty (50) percent of the lump sum amount shall be paid with Design-Builder's first application for payment submitted after:
   (a) Design-Builder has initiated mobilization of staging area, temporary facilities and field offices;
   (b) Owner has issued the Construction Phase Notice to Proceed; and
   (c) Design-Builder has initiated Construction Phase work.

2. Demobilization - The remaining portion of the lump sum amount shall be paid with the final application for payment.

B. The lump sum amount paid for mobilization and demobilization, if used, shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all the work involved in mobilization, demobilization, job site clean up after completion and acceptance of all work, and other items relevant to this Project which are not specifically included in the other items of Work.

C. If Design-Builder elects to not list mobilization/demobilization as a line item in the Schedule of values, it will be mutually understood that the costs associated with this work are appropriately distributed across the other schedule of value items.

END OF SECTION

SECTION 01 73 00

EXECUTION REQUIREMENTS

PART 1 - GENERAL

1.1 BRIDGING DOCUMENTS

A. These Bridging Documents provide information relating to the function, aesthetics, and quality of the Project which will be the basis for determining whether the Design-Build Contract Documents comply with Project Design Criteria.

B. The details of construction technology and coordination of all aspects of the Project, including code compliance, are the responsibility of the Design-Build Contractor.

C. Refer to Division 0 and Division 1 for additional information on Design-Build requirements, responsibilities and procedures.

1.2 SUMMARY

A. This section describes execution requirements.
2. Installer qualifications.
3. Examination.
4. Manufacturer's instructions.
5. Installation.
6. Cleaning.
7. Protection.

B. Related Requirements:
1. Section 01 77 00: Closeout Procedures.
2. Section 01 79 00: Demonstration and Training

1.3 INSTALLER QUALIFICATIONS

A. Experienced Installers: Installers shall have a minimum five years successful experience installing items similar to those required for Project, except for individuals in training under direct supervision of experienced installer.

1.4 EXAMINATION

A. Acceptance of Conditions: Beginning installation of a product signifies installer has examined substrates, areas, and conditions for compliance with manufacturer requirements for tolerances and other conditions affecting performance.

B. Field Measurements: Installer shall take field measurements as required to fit Work properly; recheck measurements prior to installing each product. Coordinate measurements with Related Work.
1. Where portions of Work are to fit to other construction, verify dimensions of other construction by field measurements before fabrication when feasible; allow for cutting and patching in order to avoid delaying Work.

C. Space Requirements: Installer shall verify space requirements and dimensions of items shown diagrammatically on Drawings.

1.5 MANUFACTURERS' INSTRUCTIONS

A. Manufacturer's Recommendations: When work is specified to comply with manufacturers' recommendations or instructions, the Design-Builder shall distribute copies to persons involved and maintain one set in the field office as part of the Project Record Documents.
   1. Conform such recommendations to those requirements specified in Section 01 30 00 of this Division 1 of these Contract Documents for submittals of recommendations or instructions to Owner's Representative.

B. Design-Builder shall ensure that installer performs work in accordance with details of recommendations and instructions and specified requirements.
   1. Should a conflict exist between Technical Specifications and recommendations or instructions consult with Owner's Representative.

C. Where manufacturer's information notes special recommendations in addition to installation instructions, Design-Builder shall comply with both recommendations and instructions. Where in installers experience, doing so will provide an inferior product, consult the Owner's Representative.

1.6 INSTALLATION

A. Design-Builder shall ensure that installers and suppliers:
   1. Pre-Installation Meetings: Attend Initial Phase/pre-installation meetings scheduled by Design-Builder.
   2. Comply with manufacturers written recommendations and installation instructions unless more restrictive requirements are specified.
   3. Locate Work and components accurately, in correct alignment and elevation.
      a. Make vertical work plumb and horizontal work level.
      b. Install components to allow space for maintenance and ease of removal for replacement.
   4. Install products at time and under conditions to ensure best possible results; maintain conditions required for product performance until Substantial Completion.
   5. Conduct operations so no part of Work is subject to damaging operations or loading in excess of that expected during normal conditions.
   6. Securely anchor permanent construction in place, accurately located and aligned with other portions of Work.
   7. Allow for structure movement including wave movement, tidal movement, thermal expansion, and contraction.
   8. Make joints of uniform width; arrange joints as indicated, for best visual effect where not otherwise indicated; fit exposed connections together to form hairline joints except where otherwise indicated.
   9. Coordinate work with other crafts:
      a. So that no two crafts are scheduled to work jointly ins such close proximity that quality of either's work will be compromised
      b. So that no craft must damage or undo work previously completed in order to complete their tasking.
      c. Where work is to be buried, sealed shut or otherwise hidden from view by finish work, Design-Builder shall notify Owner's Representative and allow inspection of the work before it is buried, sealed shut or otherwise hidden.

1.7 CLEANING

A. Design-Builder shall:
   1. Cleaning During Construction: Specified in Section 01 50 00 - Temporary Facilities and Controls.
   2. Progress Cleaning: Keep installed areas clean using cleaning materials specifically recommended by manufacturers of product being cleaned; where not otherwise recommended use nontoxic materials that will not damage surfaces.
   3. Remove debris from concealed spaces before enclosing space.
   4. Supervise construction operations to assure no part of construction, completed or in progress, is subject to harmful, dangerous, damaging, or otherwise deleterious exposure during construction period.
   5. Final Cleaning: Execute final cleaning at Substantial Completion.
      a. Clean surfaces exposed to view; remove temporary labels, stains and foreign substances; polish transparent and glossy surfaces.
      b. Clean Work Site; sweep paved areas.
      c. Remove waste, surplus materials and rubbish from Project and Work Site; recycle to maximum extent feasible and meeting Federal, state, and local requirements

1.2 PROTECTION

A. Design-Builder shall:
   1. Protect products subject to deterioration. Provide ventilation to avoid condensation and trapping water.
   2. Take care to use protective covering and blocking materials that do not soil, stain, or damage materials being protected.
   3. After installation, provide coverings to protect products from damage from traffic and construction operations, remove when no longer needed.

END OF SECTION

SECTION 01 73 29

CUTTING AND PATCHING

PART 1 - GENERAL

1.1 BRIDGING DOCUMENTS

A. These Bridging Documents provide information relating to the function, aesthetics, and quality of the Project which will be the basis for determining whether the Design-Build Contract Documents comply with Project Design Criteria.

B. The details of construction technology and coordination of all aspects of the Project, including code compliance, are the responsibility of the Design-Build Contractor.

C. Refer to Division 0 and Division 1 for additional information on Design-Build requirements, responsibilities and procedures

1.2 SUMMARY

A. Design-Builder shall be responsible for cutting, fitting and patching required to complete Work and to:
   1. Make its parts fit together properly.
   2. Uncover work to provide for installation of ill-timed work.
   3. Remove and replace defective work.
   4. Remove and replace work not conforming to Contract Documents.
   5. Remove samples of installed work as required for testing.
   6. Provide routine penetrations of non-structural surfaces for installation of piping.
   7. Provide routine penetrations of non-structural surfaces for installation of conduit.

B. Related Requirements:
   1. Section 01 50 00: Temporary Facilities and Controls.

1.3 SUBMITTALS

A. Design-Builder shall submit a written request to Owner's Representative well in advance of executing cutting or alteration which affects:
   1. Work or property of the Owner, City of Vallejo or others.
   2. Structural value or integrity of any element of Project.
   3. Integrity of weather-exposed or moisture-resistant elements.
   4. Efficiency, operational life, maintenance or safety of operational elements.
   5. Visual qualities of sight-exposed elements.

B. Request shall include:
   1. Identification of Project and description of affected work.
   2. Necessity for cutting or alteration.
   3. Effect on work of Owner or separate contractor.
   4. Effect on structural integrity, or weatherproof integrity of Project.
   5. Alternatives to cutting and patching.
   6. Cost proposal, when applicable.
   7. Written permission of separate contractor whose work will be affected.
   8. Description of proposed work including:

a. Scope of cutting, patching, alteration, or excavation.
b. Products proposed to be used.
c. Extent of refinishing to be included.

C. Should conditions of Work or schedule indicate a change of products from original installation, Design-Builder shall submit request for substitution as specified in Section 01 25 13 - Product Substitution Procedures.

D. Design-Builder shall submit written notice to the Owner's Representative designating date and time Work will be uncovered.

PART 2 - PRODUCTS

2.1 MATERIALS

A. Design-Builder shall:
1. Comply with Technical Specifications and standards for each specific product involved.
2. Where Technical Specifications and standards have not been provided, provide materials and fabrication consistent with quality of Project and intended for commercial construction.
3. Provide new materials for cutting and patching unless otherwise indicated.

PART 3 - EXECUTION

3.1 INSPECTION

A. Design-Builder shall:
1. Inspect existing conditions of Project, including elements subject to damage or to movement during cutting and patching.
2. After uncovering work, inspect conditions affecting installation of products, or performance of work.
3. Report unsatisfactory or questionable conditions to Owner's Representative in writing; do not proceed with work until Owner's Representative has provided further instructions.
4. Verify if any existing underground utilities are located in surrounding work area and identify if located before proceeding with digging, excavating or driving pile either by USADIG, City of Vallejo Engineering and/or private locators.

3.2 PREPARATION

A. Design-Builder shall:
1. Provide adequate temporary support as necessary to assure structural value or integrity of affected portion of Work.
a. Provide services of licensed engineer for designing temporary support where required by applicable authorities for temporary supports and for shoring; submit engineering calculations directly to applicable authorities upon request.
2. Protect other portions of Project and surrounding property from damage.

3.3 PERFORMANCE

A. Design-Builder shall:
1. Execute cutting by methods that provide proper surfaces to receive installation of repairs and finishes.
a. Execute excavating and backfilling by methods which will prevent settlement and which will prevent damage to other work.

2. Employ same installer or fabricator to perform cutting and patching work as employed for new construction for:
   a. Weather-exposed or moisture resistant elements.
   b. Sight-exposed finished surfaces.
3. Execute fitting and adjustment of products to provide a finished installation to comply with specified products, functions, tolerances and finishes.
4. Restore work that has been cut or removed; install new products to provide completed Work in accordance with requirements of Contract Documents.
5. Ensure proper containment and clean-up of any spoils generated by cutting or patching.
6. Fit work tight to pipes, sleeves, ducts, conduit and penetrations through surfaces.
7. Refinish entire surfaces as necessary to provide even finish to match adjacent finishes:
   a. For continuous surfaces, refinish to nearest intersection.
   b. For an assembly, refinish entire unit.

END OF SECTION

SECTION 01 74 19

CONSTRUCTION WASTE MANAGEMENT AND DISPOSAL

PART 1 GENERAL

1.1 BRIDGING DOCUMENTS

A. These Bridging Documents provide information relating to the function, aesthetics, and quality of the Project which will be the basis for determining whether Design-Build Contract Documents comply with Project Design Criteria.

B. The details of construction technology and coordination of all aspects of the Project, including code compliance, are the responsibility of the Design-Build Contractor.

C. Refer to Division 0 and Division 1 for additional information on Design-Build requirements, responsibilities and procedures.

1.2 SUMMARY

A. Conform to California Code of Regulations (CCR) Title 24 (Calgreen Environmental Requirements) with regard to construction Waste Management and Disposal. Some of these requirements are specifically discussed in Section 01 81 13 – Calgreen Environmental Requirements.

1.3 DEFINITIONS

A. Construction Waste: Building and site improvement materials and other solid waste resulting from construction, remodeling, renovation, or repair operations. Construction waste includes packaging.

B. Demolition Waste: Building and site improvement materials resulting from demolition or selective demolition operations.

C. Disposal: Removal off-site of demolition and construction waste and subsequent sale, recycling, reuse, or deposit in landfill or incinerator acceptable to authorities having jurisdiction.

D. Recycle: Recovery of demolition or construction waste for subsequent processing in preparation for reuse.

E. Salvage: Recovery of demolition or construction waste and subsequent sale or reuse in another facility.

F. Salvage and Reuse: Recovery of demolition or construction waste and subsequent incorporation into the Work.

1.4 SUBMITTALS

A. See section 01 81 13 for Waste Management Plan, Construction and Demolition (C&D) Debris Reports, and other requirements.

B. Provide WETA, as submittals, copies of all submitted reports required by Calgreen building Standards (non-residential).

1.5 QUALITY ASSURANCE

A. Regulatory Requirements: Comply with hauling and disposal regulations of authorities having jurisdiction.

PART 2 PRODUCTS (Not

Used) PART 3 EXECUTION

3.1 PLAN IMPLEMENTATION

A. General: Implement approved waste management plan. Provide handling, containers, storage, signage, transportation, and other items as required to implement waste management plan during the entire duration of the Contract.

B. Training: Train workers, subcontractors, and suppliers on proper waste management procedures, as appropriate for the Work.
   1. Distribute waste management plan to everyone concerned within three (3) days of submittal return.
   2. Distribute waste management plan to entities when they first begin work on-site. Review plan procedures and locations established for salvage, recycling, and disposal.

C. Site Access and Temporary Controls: Conduct waste management operations to ensure minimum interference with roads, streets, walks, walkways, and other adjacent occupied and used facilities.
   1. Designate and label specific areas on Project site necessary for separating materials that are to be salvaged, recycled, reused, donated, and sold.
   2. Comply with Section 01 50 00 "Temporary Facilities and Controls" for controlling dust and dirt, environmental protection, and noise control.

3.2 RECYCLING DEMOLITION AND CONSTRUCTION WASTE, GENERAL

A. General: Design Builder is encouraged to recycle demolition waste and minimize, reuse and recycle construction waste.

B. Recycling Incentives: Revenues, savings, rebates, tax credits, and other incentives received for recycling waste materials shall accrue to Design-Builder.

C. Remove materials to be recycled from site at regular intervals.

D. Separation by construction waste receivers off-site is permitted.

3.3 RECYCLING DEMOLITION WASTE

A. Concrete: At Design-Builder's option, crush concrete on-site and screen to comply with requirements in 31 20 00 Earth Work for use as fill or subbase after removal of reinforcement and other metals.

B. Wood Materials: Design-builder is encouraged to reuse or recycle wood material generated as waste during construction.

C. Metals: Design-builder is encouraged to recycle metal material generated as waste during construction including metal reinforcement removed from concrete.

3.4 DISPOSAL OF WASTE

A. General: Waste materials that will not be salvaged, recycled, or otherwise reused as described above shall be removed from Project site and legally disposed of in a landfill, incinerator or other facility acceptable to authorities having jurisdiction.
   1. Except as otherwise specified, do not allow waste materials that are to be disposed of accumulate on-site.
   2. Remove and transport debris in a manner that will prevent spillage on adjacent surfaces and areas.

B. Burning: Do not burn waste materials.

END OF SECTION

SECTION 01 77 00

CLOSEOUT PROCEDURES

PART 1 - GENERAL

1.1 BRIDGING DOCUMENTS

A. These Bridging Documents provide information relating to the function, aesthetics, and quality of the Project which will be the basis for determining whether the Design-Build Contract Documents comply with Project Design Criteria.

B. The details of construction technology and coordination of all aspects of the Project, including code compliance, are the responsibility of the Design-Build Contractor.

C. Refer to Division 0 and Division 1 for additional information on Design-Build requirements, responsibilities and procedures

1.2 SUMMARY

1. This section describes Contract closeout procedures.
    1. Substantial completion.
    2. Final completion.
    3. Project record documents.
    4. Material and finish data.
    5. Operation and maintenance data.
    6. Warranties

2. Related Requirements:
    1. Section 01 78 36: Warranties.
    2. Section 01 78 23: Operation and Maintenance Data
    3. Section 01 78 39: Project Record Documents
    4. Section 01 79 00: Demonstration and Training

1.3 SUBSTANTIAL COMPLETION

A. Immediately prior to Substantial Completion, schedule agency reviews as required for “temporary certificate of occupancy” or for “certificate of occupancy”.

B. When Design-Builder considers the Work or a designated portion thereof substantially complete, Design-Builder shall submit written notice with list of items to be completed or corrected.
    1. List (“Punch List”): Format pre-approved by Owner’s Representative; tabular form with each space listed required.

C. Within a reasonable time, Owner’s Representative and Owner’s Consultants will inspect status of completion and may add to “Punch List”.

D. Should Owner’s Representative determine Work is not substantially complete, Design-Builder will be promptly notified in writing, giving reasons.

E. Design-Builder shall remedy deficiencies and send a second written notice of substantial completion; the Owner, Owner’s Representatives and the Owner’s Consultants will re-inspect Work.

1. The Design-Builder shall pay for Owner's Representative and Owner's Consultants' time and direct expenses when more than one substantial completion inspection is required.

F. When Owner's Representative determines Work is substantially complete, a Certificate of Substantial Completion will be prepared in accordance with General Conditions.

G. See Article 5.3 of the Agreement and Article 6.6 of the General Conditions of these Contract Documents for further requirements.

1.4 FINAL COMPLETION

A. When Work is complete, Design-Builder shall submit written certification indicating Final Completion stating:
   1. Work has been inspected for compliance with Contract Documents.
   2. Work has been completed in accordance with Contract Documents and deficiencies listed in 'Punch List" or Non-compliance reports have been corrected or resolved to Owner's satisfaction.
   3. Equipment and systems have been tested in presence of Owner and Owner's Representative and are operational.
   4. Work is complete and ready for final inspection.

B. Special Submittals: In addition to submittals required by Contract, Design-Builder shall submit following.
   1. Provide submittals required by governing authorities to governing authorities with copies included in Project Record Documents including Completion certifications or statements as required by regulatory permits or regional and City permits.
   2. Submit final statement of accounting giving total adjusted Contract Sum, previous payments, and sum remaining due.

C. See Article 5.4 of the Agreement of these Contract Documents for further requirements.

1.5 PROJECT RECORD DOCUMENTS

A. Design-Builder shall:
   1. Keep documents current and not permanently conceal any work until required information has been recorded and Owner's Designated Representative's approval has been given.
      a. Maintain a separate set of Drawings for Project Record Documents ("As-Builts").
      b. Store reproducible Drawings, one set of Project Manual, and one copy of each Change Order separate from documents used for construction, for use as Project Record Documents.
      c. Indicate actual work on Drawings; indicate actual products used in Project Manual, including manufacturer, model number and options.
      d. Update Project Record Documents daily and allow for inspection by the Owner upon request.
      e. See Section 01 78 39: Project Record Documents for further requirements.
   2. At Contract close-out submit documents with transmittal letter containing date, Project title, Design-Builder's name and address, list of documents, and signature of Design- Builder.
   3. As-Built Documents: Prepare As-Built drawings and specifications that show the design and construction of the elements of Work performed under this Contract and as further described in Section 01 78 39: Project Record Documents.
      a. Submit the following: Actual penciled field redlined As-Builts Documents print set, four (4) hard copies (two full size and two half size) plus one (1) electronic copy on USB flash drive to Owner for review.

b. See Section 01 78 39 – Project Record Documents for Final Record Drawing submittal requirements incorporating red-lines from marked-up As-Built Record Prints.
    1) Submit CAD files of the As-Built Documents.
    2) Submit GIS SHP files for the As-Built underground utilities.

1.6 MATERIAL AND FINISH DATA

A. Design-Builder shall:
1. Provide data for primary materials and finishes.
2. Submit two sets prior to final inspection, bound in 8-1/2" by 11" three-ring binders with durable plastic covers, clearly identified regarding extent of contents.
    a. Electronic Format: Where available in electronic format, submit USB flash drive of material and finish data.
3. Arrange by Technical Specification division and give names, addresses, and telephone numbers of subcontractors and suppliers. List:
    a. Trade names, model or type numbers.
    b. Cleaning instructions.
    c. Product data.

1.7 OPERATION AND MAINTENANCE DATA

A. Design-Builder shall:
1. Provide data for:
    a. Electrically operated items.
    b. Mechanical equipment and controls.
    c. Electrical equipment and controls.
2. Submit two sets prior to final inspection, bound in 8-1/2" by 11" three-ring binders with durable plastic covers, clearly identified regarding extent of contents.
3. Provide a separate volume for each system, with a table of contents and index tabs for each volume.
4. Arrange by Technical Specification division and gives names, addresses, and telephone numbers of subcontractors and suppliers. List:
    a. Appropriate design criteria.
    b. List of equipment and parts lists.
    c. Operating and maintenance instructions.
    d. Shop drawings and product data.
5. Electronic Format: Submit operation and maintenance data to Owner on USB flash drive.
6. See Section 01 78 23 – Operation and Maintenance Manuals

1.8 WARRANTIES

A. Design-Builder shall:
    a. See Section 01 78 36 – Warranties

END OF SECTION

SECTION 01 78 23

OPERATION AND MAINTENANCE DATA

PART 1 GENERAL

1.1 BRIDGING DOCUMENTS

A. These Bridging Documents provide information relating to the function, aesthetics, and quality of the Project which will be the basis for determining whether Design-Build Contract Documents comply with Project Design Criteria.

B. The details of construction technology and coordination of all aspects of the Project, including code compliance, are the responsibility of the Design-Build Contractor.

C. Refer to Division 0 and Division 1 for additional information on Design-Build requirements, responsibilities, and procedures.

1.2 SUMMARY

A. Section includes administrative and procedural requirements for preparing operation and maintenance manuals, including the following:
   1. Operation and maintenance documentation directory.
   2. Emergency manuals.
   3. Operation manuals for systems, subsystems, and equipment.
   4. Product maintenance manuals.
   5. Systems and equipment maintenance manuals.

B. Related Requirements:
   1. Section 01 30 00 "Administrative Requirements" for submitting copies of submittals for operation and maintenance manuals.
   2. Mechanical, Electrical and Plumbing Sections for additional requirements.

1.3 DEFINITIONS

A. System: An organized collection of parts, equipment, or subsystems united by regular interaction.

B. Subsystem: A portion of a system with characteristics similar to a system.

1.4 CLOSEOUT SUBMITTALS

A. Manual Content: Operations and maintenance manual content is specified in individual Specification Sections to be reviewed at the time of Section submittals. Submit reviewed manual content formatted and organized as required by this Section.
   1. Owner's Representative, Architect and Engineer of Record, will comment on whether content of operations and maintenance submittals are acceptable.
   2. Where applicable, clarify and update reviewed manual content to correspond to revisions and field conditions.

B. Format: Submit operations and maintenance manuals in the following format:
   1. PDF electronic file. Assemble each manual into a composite electronically indexed file. Submit on digital media acceptable to Owner's Representative and Architect and Engineer of Record.

a. Name each indexed document file in composite electronic index with applicable item name. Include a complete electronically linked operation and maintenance directory.
b. Enable inserted reviewer comments on draft submittals.

C. Initial Manual Submittal: Submit draft copy of each manual at least thirty (30) days before commencing demonstration and training. Owner's Representative, Architect and Engineer of Record will comment on whether general scope and content of manual are acceptable.

D. Final Manual Submittal: Submit each manual in final form prior to requesting inspection for Substantial Completion and at least fifteen (15) days before commencing demonstration and training. Owner's Representative, Architect and Engineer of Record will return copy with comments.
1. Correct or revise each manual to comply with Owner's Representative, Architect and Engineer of Record comments. Submit copies of each corrected manual within fifteen (15) days of receipt of Owner's Representative, Architect and Engineer of Record comments and prior to commencing demonstration and training.

PART 2 PRODUCTS

2.1 OPERATION AND MAINTENANCE DOCUMENTATION DIRECTORY

A. Directory: Prepare a single, comprehensive directory of emergency, operation, and maintenance data and materials, listing items and their location to facilitate ready access to desired information. Include a section in the directory for each of the following:
1. List of documents.
2. List of systems.
3. List of equipment.
4. Facility operating plan.
5. Sequence of operations.
6. Table of contents.

B. List of Systems and Subsystems: List systems alphabetically. Include references to operation and maintenance manuals that contain information about each system.

C. List of Equipment: List equipment for each system, organized alphabetically by system. For pieces of equipment not part of system, list alphabetically in separate list.

D. Tables of Contents: Include a table of contents for each emergency, operation, and maintenance manual.

E. Identification: In the documentation directory and in each operation and maintenance manual, identify each system, subsystem, and piece of equipment with same designation used in the Contract Documents. If no designation exists, consult with Owner's Representative for this information.

2.2 REQUIREMENTS FOR EMERGENCY, OPERATION, AND MAINTENANCE MANUALS

A. Organization: Unless otherwise indicated, organize each manual into a separate section for each system and subsystem, and a separate section for each piece of equipment not part of a system. Each manual shall contain the following materials, in the order listed:
1. Title page.
2. Table of contents.
3. Manual contents.

B. Title Page: Include the following information:
   1. Subject matter included in manual.
   2. Name and address of Project.
   3. Name and address of Owner.
   4. Date of submittal.
   5. Name and contact information for Design-Build Contractor.
   6. Name and contact information for Owner's Representative.
   7. Name and contact information for Architect and Engineer of Record.
   8. Names and contact information for major consultants to the Architect and Engineer of Record that designed the systems contained in the manuals.
   9. Cross-reference to related systems in other operation and maintenance manuals.

C. Table of Contents: List each product included in manual, identified by product name, indexed to the content of the volume, and cross-referenced to Specification Section number in Project Manual.
   1. If operation or maintenance documentation requires more than one volume to accommodate data, include comprehensive table of contents for all volumes in each volume of the set.

D. Manual Contents: Organize into sets of manageable size. Arrange contents alphabetically by system, subsystem, and equipment. If possible, assemble instructions for subsystems, equipment, and components of one system into a single binder.

E. Manuals, Electronic Files: Submit manuals in the form of a multiple file composite electronic PDF file for each manual type required.
   1. Electronic Files: Use electronic files prepared by manufacturer where available. Where scanning of paper documents is required, configure scanned file for minimum readable file size.
   2. File Names and Bookmarks: Enable bookmarking of individual documents based on file names. Name document files to correspond to system, subsystem, and equipment names used in manual directory and table of contents. Group documents for each system and subsystem into individual composite bookmarked files, then create composite manual, so that resulting bookmarks reflect the system, subsystem, and equipment names in a readily navigated file tree. Configure electronic manual to display bookmark panel on opening file.

2.3 EMERGENCY MANUALS

A. Content: Organize manual into a separate section for each of the following:
   1. Type of emergency.
   2. Emergency instructions.
   3. Emergency procedures.

B. Type of Emergency: Where applicable for each type of emergency indicated below, include instructions and procedures for each system, subsystem, piece of equipment, and component:
   1. Fire.
   2. Flood.
   3. Gas leak.
   4. Water leak.
   5. Power failure.
   6. Water outage.
   7. System, subsystem, or equipment failure.
   8. Chemical release or spill.

C. Emergency Instructions: Describe and explain warnings, trouble indications, error messages,

and similar codes and signals. Include responsibilities of Owner's operating personnel for notification of Installer, supplier, and manufacturer to maintain warranties.

D. Emergency Procedures: Include the following, as applicable:
   1. Instructions on stopping.
   2. Shutdown instructions for each type of emergency.
   3. Operating instructions for conditions outside normal operating limits.
   4. Required sequences for electric or electronic systems.
   5. Special operating instructions and procedures.

2.4 OPERATION MANUALS

A. Content: In addition to requirements in this Section, include operation data required in individual Specification Sections and the following information:
   1. System, subsystem, and equipment descriptions. Use designations for systems and equipment indicated on Contract Documents.
   2. Performance and design criteria if Design-Builder has delegated design responsibility.
   3. Operating standards.
   4. Operating procedures.
   5. Operating logs.
   6. Wiring diagrams.
   7. Control diagrams.
   8. Piped system diagrams.
   9. Precautions against improper use.
   10. License requirements including inspection and renewal dates.

B. Descriptions: Include the following:
   1. Product name and model number. Use designations for products indicated on Contract Documents.
   2. Manufacturer's name.
   3. Equipment identification with serial number of each component.
   4. Equipment function.
   5. Operating characteristics.
   6. Limiting conditions.
   7. Performance curves.
   8. Engineering data and tests.
   9. Complete nomenclature and number of replacement parts.

C. Operating Procedures: Include the following, as applicable:
   1. Startup procedures.
   2. Equipment or system break-in procedures.
   3. Routine and normal operating instructions.
   4. Regulation and control procedures.
   5. Instructions on stopping.
   6. Normal shutdown instructions.
   7. Seasonal and weekend operating instructions.
   8. Required sequences for electric or electronic systems.
   9. Special operating instructions and procedures.
   10. Single Line Diagrams.

D. Systems and Equipment Controls: Describe the sequence of operation, and diagram controls as installed.

E. Piped Systems: Diagram piping as installed and identify color-coding where required for identification.

2.5 PRODUCT MAINTENANCE MANUALS

A. Content: Organize manual into a separate section for each product, material, and finish. Include source information, product information, maintenance procedures, repair materials and sources, and warranties and bonds, as described below.

B. Source Information: List each product included in manual, identified by product name and arranged to match manual's table of contents. For each product, list name, address, and telephone number of Installer or supplier and maintenance service agent, and cross-reference Specification Section number and title in Project Manual and drawing or schedule designation or identifier where applicable.

C. Product Information: Include the following, as applicable:
   1. Product name and model number.
   2. Manufacturer's name.
   3. Color, pattern, and texture.
   4. Material and chemical composition.
   5. Reordering information for specially manufactured products.

D. Maintenance Procedures: Include manufacturer's written recommendations and the following:
   1. Inspection procedures.
   2. Types of cleaning agents to be used and methods of cleaning.
   3. List of cleaning agents and methods of cleaning detrimental to product.
   4. Schedule for routine cleaning and maintenance.
   5. Repair instructions.

E. Repair Materials and Sources: Include lists of materials and local sources of materials and related services.

F. Warranties and Bonds: Include copies of warranties and bonds and lists of circumstances and conditions that would affect validity of warranties or bonds. Refer to Section 01 78 36 for further information on warranties.
   1. Include procedures to follow and required notifications for warranty claims.

2.6 SYSTEMS AND EQUIPMENT MAINTENANCE MANUALS

A. Content: For each system, subsystem, and piece of equipment not part of a system, include source information, manufacturers' maintenance documentation, maintenance procedures, maintenance and service schedules, spare parts list and source information, maintenance service contracts, and warranty and bond information, as described below.

B. Source Information: List each system, subsystem, and piece of equipment included in manual, identified by product name and arranged to match manual's table of contents. For each product, list name, address, and telephone number of Installer or supplier and maintenance service agent, and cross-reference Specification Section number and title in Project Manual and drawing or schedule designation or identifier where applicable.

C. Manufacturers' Maintenance Documentation: Manufacturers' maintenance documentation including the following information for each component part or piece of equipment:
   1. Standard maintenance instructions and bulletins.
   2. Drawings, diagrams, and instructions required for maintenance, including disassembly and component removal, replacement, and assembly.
   3. Identification and nomenclature of parts and components.
   4. List of items recommended to be stocked as spare parts.

D. Maintenance Procedures: Include the following information and items that detail essential maintenance procedures:
   1. Test and inspection instructions.
   2. Troubleshooting guide.
   3. Precautions against improper maintenance.
   4. Disassembly; component removal, repair, and replacement; and reassembly instructions.
   5. Aligning, adjusting, and checking instructions.
   6. Demonstration and training video recording, if available.

E. Maintenance and Service Schedules: Include service and lubrication requirements, list of required lubricants for equipment, and separate schedules for preventive and routine maintenance and service with standard time allotment.
   1. Scheduled Maintenance and Service: Tabulate actions for daily, weekly, monthly, quarterly, semiannual, and annual frequencies.
   2. Maintenance and Service Record: Include manufacturers' forms for recording maintenance.

F. Spare Parts List and Source Information: Include lists of replacement and repair parts, with parts identified and cross-referenced to manufacturers' maintenance documentation and local sources of maintenance materials and related services.

G. Maintenance Service Contracts: Include copies of maintenance agreements with name and telephone number of service agent.

H. Warranties and Bonds: Include copies of warranties and bonds and lists of circumstances and conditions that would affect validity of warranties or bonds. Refer to Section 01 78 36 for further information on Warranties.
   1. Include procedures to follow and required notifications for warranty claims.

PART 3 EXECUTION

3.1 MANUAL PREPARATION

A. Operation and Maintenance Documentation Directory: Prepare a separate manual that provides an organized reference to emergency, operation, and maintenance manuals.

B. Emergency Manual: Assemble a complete set of emergency information indicating procedures for use by emergency personnel and by Owner's operating personnel for types of emergencies indicated.

C. Product Maintenance Manual: Assemble a complete set of maintenance data indicating care and maintenance of each product, material, and finish incorporated into the Work.

D. Operation and Maintenance Manuals: Assemble a complete set of operation and maintenance data indicating operation and maintenance of each system, subsystem, and piece of equipment not part of a system.
   1. Engage a factory-authorized service representative to assemble and prepare information for each system, subsystem, and piece of equipment not part of a system.
   2. Prepare a separate manual for each system and subsystem, in the form of an instructional manual for use by Owner's operating personnel.

E. Manufacturers' Data: Where manuals contain manufacturers' standard printed data, include only sheets pertinent to product or component installed. Mark each sheet to identify each

product or component incorporated into the Work. If data include more than one item in a tabular format, identify each item using appropriate references from the Contract Documents. Identify data applicable to the Work and delete references to information not applicable.

1. Prepare supplementary text if manufacturers' standard printed data are not available and where the information is necessary for proper operation and maintenance of equipment or systems.

F. Drawings: Prepare drawings supplementing manufacturers' printed data to illustrate the relationship of component parts of equipment and systems and to illustrate control sequence and flow diagrams. Coordinate these drawings with information contained in record Drawings to ensure correct illustration of completed installation.

1. Do not use original Project record documents as part of operation and maintenance manuals.
2. Comply with requirements of newly prepared record Drawings in Section 01 78 39 "Project Record Documents."

G. Comply with Section 01 77 00 "Closeout Procedures" for schedule for submitting operation and maintenance documentation.

END OF SECTION

SECTION 01 78 36

WARRANTIES

PART 1 - GENERAL

1.1 BRIDGING DOCUMENTS

A. These Bridging Documents provide information relating to the function, aesthetics, and quality of the Project which will be the basis for determining whether the Design-Build Contract Documents comply with Project Design Criteria.

B. The details of construction technology and coordination of all aspects of the Project, including code compliance, are the responsibility of the Design-Build Contractor.

C. Refer to Division 0 and Division 1 for additional information on Design-Build requirements, responsibilities and procedures

1.2 SUMMARY

A. Warranties: Compile required and incidental warranties; this section indicates minimum acceptable warranty requirements for Design-Build Contract Documents.
   1. Manufacturer's Warranties: Provide manufacturer's standard warranties where specified including inspections and services included or required as part of manufacturer's standard warranty.
   2. Special Warranties: Provide special warranties as required by Specification sections.
   3. These warranties shall be in addition to and not a limitation of other rights Owner may have against Design-Builder under Final Design Contract Documents and which may be prescribed by law, regardless of wording of warranty.

B. Extended Correction Period: Design-Builder shall correct failure of materials and systems to perform in a manner consistent with their intended use.
   1. Standard Correction Period: One year after Substantial Completion or Beneficial Occupancy by Owner except where otherwise noted in Contract Documents; coordinate with General Conditions and Supplementary Conditions.
      a. Items used by Design-Builder during construction operations shall not be considered substantially completed.
      b. Correction of Work Period begins with Owner occupancy, not completion of component.
   2. Extended Correction Period: Requirements are same as standard correction period but for an extended period of time as indicated in Specifications sections.
   3. Owner's Rights under Law: Correction period shall be in addition to and not a limitation of other rights Owner may have against Design-Builder under Contract Documents and which may be prescribed by law.
   4. Design-Builder Responsibilities: Bear cost of correcting failed work and replacing construction damaged by failure of materials and systems to perform in a manner consistent with their intended use during correction period.
      a. Requirements for correction period shall apply to Subcontractors, suppliers, installers and those responsible for failed work.
      b. Owner and Owner's Design Team shall not be responsible for determining degree of responsibility of those involved.

1.3 FORM OF SUBMITTAL

A. Special Warranty and Extended Correction Period Forms: Provide duplicate copies, notarized or on Design-Builder and Manufacturer's letterhead without conditions or exceptions to requirements specified.
   1. Assemble documents executed by subcontractors, installers, suppliers and manufacturers
   2. Provide table of contents and assemble in binder with durable plastic cover, clearly identified regarding extend of contents.
   3. Electronic Format: Submit USB flash drives of warranties, in Microsoft Word.

B. Manufacturer Warranty Forms: Use manufacturer's standard forms unless otherwise directed in Contract Documents; completed form shall not detract from or confuse interpretations of Contract Documents.
   1. Manufacturer's authorized representative shall sign manufacturer warranties.
   2. Subcontractor and installer shall countersign warranty where specified.

C. Submit final warranties prior to final application for payment.
   1. For equipment put into use with Owner's permission during construction, submit within ten (10) days after first operation.
   2. For items of Work delayed materially beyond Date of Substantial Completion, provide updated submittal within ten (10) days after acceptance, listing date of acceptance as start of warranty period.

D. Provide information for Owner's personnel regarding proper procedure in case of failure and instances that might affect validity of manufacturer warranty.

E. Size: 8-1/2" by 11" for three-ring binder; fold larger sheets to fit.

F. Provide duplicate copies, notarized or on Design-Builder or Manufacturer's letterhead.

1.4 WARRANTIES

A. Warranties are intended to protect Owner against failure of work and against deficient, defective and faulty materials and workmanship, regardless of sources.

B. Limitations: Warranties are not intended to cover failures that result from:
   1. Unusual or abnormal phenomena of the elements.
   2. Owner's misuse, maltreatment or improper maintenance of work.
   3. Vandalism after substantial completion.
   4. Insurrection or acts of aggression including war.

C. Related Damages and Losses: Design-Builder shall remove and replace work which is damaged as result of failure, or which shall be removed and replaced to provide access for correction of warranted work.

D. Warranty Reinstatement: After correction of warranted work, Design-Builder shall reinstate warranty for corrected work to date of original warranty expiration, but not less than half original warranty period.

E. Replacement Cost: Design-Builder shall replace or restore failing warranted items without regard to anticipated useful service lives.

F. Rejection of Warranties: Owner reserves right to reject unsolicited and coincidental product warranties that detract from or confuse interpretations of Contract Documents.

SECTION 01 78 39

PROJECT RECORD DOCUMENTS

PART 1 GENERAL

1.1 BRIDGING DOCUMENTS

A. These Bridging Documents provide information relating to the function, aesthetics, and quality of the Project which will be the basis for determining whether Design-Build Contract Documents comply with Project Design Criteria.

B. The details of construction technology and coordination of all aspects of the Project, including code compliance, are the responsibility of the Design-Build Contractor.

C. Refer to Division 0 and Division 1 for additional information on Design-Build requirements, responsibilities and procedures.

1.2 SUMMARY

A. Section includes administrative and procedural requirements for Project record documents, including the following:
   1. Record Drawings.
   2. Record Specifications.
   3. Record Product Data.
   4. Miscellaneous record submittals.

B. Related Requirements:
   1. Section 01 77 00 "Closeout Procedures" for general closeout procedures.
   2. Section 01 78 23 "Operation and Maintenance Data" for operation and maintenance manual requirements.

1.3 CLOSEOUT SUBMITTALS

A. Record Drawings: Comply with the following:
   1. Number of Copies: Submit copies of Record Drawings as follows:
      a. Initial Submittal (Field marked-up As-Built Record Prints):
         1) Submit hard copy paper sets of field marked-up As-Built Record Prints and PDF electronic files of scanned field As-Built Record Prints per Section 01 77 00 – Closeout Procedures.
         2) Print or include each drawing, whether or not changes and additional information were recorded.
         3) It is Design-Builder's responsibility to ensure that all As-Built Documents include all of the changes and additional information that was generated during construction and that the documents accurately reflect the as-built condition. Survey all finished dimensions and elevations.
         4) Owner will review Initial Record Document Submittal and indicate if general scope of changes and additional information recorded are acceptable.
      b. Final Record Drawing Submittal:
         1) After Owner's review of complete field red-line As-Built Documents, Design- Builder shall incorporate all red-lined changes into editable CAD format drawings (latest version), without tracking changes, to document all changes and additional information that was generated during construction. CAD files shall document actual as-built construction in a way

that meets or exceeds industry standard of care for drafting quality.

2) Provide Owner Final Record Documents in both CAD and PDF formats on USB flash drive or other electronic transfer media mutually agreed to by Owner and Design-Builder.

3) Design-Builder shall submit four (4) hard copies (two full size and two half size) of “As-Built” prints to Owner.

B. Record Specifications: Submit one paper copy of Project's Specifications, including addenda and Contract modifications. Also, submit Microsoft Word (latest version) and PDF files of final Specifications on a USB Flash Drive.

C. Record Product Data: Submit annotated PDF electronic files and directories of each submittal. Where record Product Data are required as part of operation and maintenance manuals, submit duplicate marked-up Product Data as a component of manual.

D. Miscellaneous Record Submittals: See other Specification Sections for miscellaneous record-keeping requirements and submittals in connection with various construction activities. Submit annotated PDF electronic files and directories of each submittal.

E. Reports: Submit written report weekly indicating items incorporated into Project record documents concurrent with progress of the Work, including revisions, concealed conditions, field changes, product selections, and other notations incorporated.

PART 2 PRODUCTS

2.1 RECORD DRAWINGS

A. Record Prints: Maintain one set of marked-up paper copies of the Contract Drawings and Shop Drawings, incorporating new and revised drawings as modifications are issued.

1. Preparation: Mark record prints to show the actual installation where installation varies from that shown originally. Require individual or entity who obtained record data, to provide information for preparation of corresponding marked-up record prints.
   a. Give particular attention to information on concealed elements that would be difficult to identify or measure and record later.
   b. Accurately record information in an acceptable drawing technique.
   c. Record data as soon as possible after obtaining it.
   d. Record and check the markup before enclosing concealed installations.
   e. Cross-reference record prints to corresponding archive photographic documentation.
2. Content: Types of items requiring marking include, but are not limited to, the following:
   a. Dimensional changes to Drawings.
   b. Revisions to details shown on Drawings.
   c. Depths of foundations below first floor.
   d. Locations and depths of underground utilities.
   e. Revisions to routing of piping and conduits.
   f. Revisions to electrical circuitry.
   g. Actual equipment locations.
   h. Duct size and routing.
   i. Locations of concealed internal utilities.
   j. Changes made by Change Order or Construction Change Directive.
   k. Changes made following Architect's written orders.
   l. Details not on the original Contract Drawings.
   m. Field records for variable and concealed conditions.
   n. Record information on the Work that is shown only schematically.
3. Mark the Contract Drawings and Shop Drawings completely and accurately. Use personnel proficient at recording graphic information in production of marked-up record

prints.

4. Mark record sets with erasable, red-colored pencil. Use other colors to distinguish between changes for different categories of the Work at same location.
5. Mark important additional information that was either shown schematically or omitted from original Drawings.
6. Note Construction Change Directive numbers, alternate numbers, Change Order numbers, and similar identification, where applicable.

B. Record AutoCAD Files: Immediately before inspection for Certificate of Substantial Completion, review marked-up record prints with Architect and Engineer of Record. When authorized, prepare a full set of corrected digital data files of the Contract Drawings, as follows:
1. Format: Same AutoCAD version, and operating system as the original Contract Drawings.
2. Refer instances of uncertainty to Architect and Engineer of Record through Owner's Representative for resolution.
3. Architect and Engineers of Record will furnish Design-Builder one set of AutoCAD files and one set of full size pdf files of the Contract Drawings.
    a. See Section 01 30 00 "Administrative Requirements and Submittals" for requirements related to use of Architect and Engineer of Record's AutoCAD files.
    b. Architect and Engineer of Record will provide data file layer information. Record markups in separate layers.
4. See Section 01 77 00: Closeout Procedures for additional Record or As-Built Drawing requirements.

C. Format: Identify and date each record Drawing; include the designation "PROJECT RECORD DRAWING" in a prominent location.
1. Record Prints: Organize record prints and newly prepared record Drawings into manageable sets. Bind each set with durable paper cover sheets. Include identification on cover sheets.
2. Format: Annotated PDF electronic file with comment function enabled.
3. Record AutoCAD Files: Organize AutoCAD information into separate electronic files that correspond to each sheet of the Contract Drawings. Name each file with the sheet identification. Include identification in each digital data file.
4. Identification: As follows:
    a. Project name.
    b. Date.
    c. Designation "PROJECT RECORD DRAWINGS."
    d. Name of Architect and Engineer of Record.
    e. Name of Design-Builder.

2.2 RECORD SPECIFICATIONS

A. Preparation: Mark Specifications to indicate the actual product installation where installation varies from that indicated in Specifications, addenda, and Contract modifications.
1. Give particular attention to information on concealed products and installations that cannot be readily identified and recorded later.
2. Mark copy with the proprietary name and model number of products, materials, and equipment furnished, including substitutions and product options selected.
3. Record the name of manufacturer, supplier, Installer, and other information necessary to provide a record of selections made.
4. For each principal product, indicate whether record Product Data has been submitted in operation and maintenance manuals instead of submitted as record Product Data.
5. Note related Change Orders, record Product Data, and record Drawings where applicable.

B. Format: Submit record Specifications as scanned PDF electronic file(s) of marked-up paper copy of Specifications.

2.3 RECORD PRODUCT DATA

A. Preparation: Mark Product Data to indicate the actual product installation where installation varies substantially from that indicated in Product Data submittal.
   1. Give particular attention to information on concealed products and installations that cannot be readily identified and recorded later.
   2. Include significant changes in the product delivered to Project site and changes in manufacturer's written instructions for installation.
   3. Note related Change Orders, record Specifications, and record Drawings where applicable.

B. Format: Submit record Product Data as scanned PDF electronic file(s) of marked-up paper copy of Product Data.
   1. Include record Product Data directory organized by Specification Section number and title, electronically linked to each item of record Product Data.

2.4 MISCELLANEOUS RECORD SUBMITTALS

A. Permits, Licenses, and Certificates: Submit copies of permits, licenses, certifications, inspection reports, releases, jurisdictional settlements, notices, receipts for fee payments, judgments, correspondence, records, and similar documents, established for compliance with standards and regulations bearing on performance of the Work

B. Assemble miscellaneous records required by other Specification Sections for miscellaneous record keeping and submittal in connection with actual performance of the Work. Bind or file miscellaneous records and identify each, ready for continued use and reference.

C. Training and demonstration records documenting that design requirements have been met.

D. Format: Submit miscellaneous record submittals as scanned PDF electronic file(s) of marked-up miscellaneous record submittals.
   1. Include miscellaneous record submittals directory organized by Specification Section number and title, electronically linked to each item of miscellaneous record submittals.

PART 3 EXECUTION

3.1 RECORDING AND MAINTENANCE

A. Recording: Maintain one copy of each submittal during the construction period for Project record document purposes. Post changes and revisions to Project record documents as they occur; do not wait until end of Project.

B. Maintenance of Record Documents and Samples: Store record documents and Samples in the field office apart from the Contract Documents used for construction. Do not use Project record documents for construction purposes. Maintain record documents in good order and in a clean, dry, legible condition, protected from deterioration and loss. Provide access to Project record documents for Architect's reference during normal working hours.

END OF SECTION

SECTION 01 79 00

DEMONSTRATION AND TRAINING

PART 1 GENERAL

1.1 BRIDGING DOCUMENTS

A. These Bridging Documents provide information relating to the function, aesthetics, and quality of the Project which will be the basis for determining whether Design-Build Contract Documents comply with Project Design Criteria.

B. The details of construction technology and coordination of all aspects of the Project, including code compliance, are the responsibility of the Design-Build Contractor.

C. Refer to Division 0 and Division 1 for additional information on Design-Build requirements, responsibilities and procedures.

1.2 SUMMARY

A. Section includes administrative and procedural requirements for instructing Owner's personnel, including the following:
   1. Demonstration of operation of systems, subsystems, and equipment.
   2. Training in operation and maintenance of systems, subsystems, and equipment.

1.3 INFORMATIONAL SUBMITTALS

A. Instruction Program: Submit outline of instructional program for demonstration and training, including a list of training modules and a schedule of proposed dates, times, length of instruction time, and instructors' names for each training module. Include learning objective and outline for each training module.
   1. Prior to scheduling the training, submit instructional program outline.
   2. Indicate proposed training modules using manufacturer-produced demonstration and training video recordings for systems, equipment, and products in lieu of video recording of live instructional module.
   3. Provide training program proposal to allow for review and approval a minimum of seven (7) days prior to start of training sessions.

1.4 CLOSEOUT SUBMITTALS

A. Demonstration and Training Video Recordings: Submit one copy within seven (7) days of end of each training module.
   1. At completion of training, submit complete training manual(s) for Owner's use prepared and bound in format and quantity matching operation and maintenance manuals, and in electronic .pdf format.

1.5 QUALITY ASSURANCE

A. Facilitator Qualifications: A firm or individual experienced in training or educating maintenance personnel in a training program similar in content and extent to that indicated for this Project, and whose work has resulted in training or education with a record of successful learning performance.

B. Instructor Qualifications: A factory-authorized service representative, complying with requirements in Section 01 40 00 "Quality Requirements," experienced in operation and maintenance procedures and training.

C. Pre-instruction Conference: Conduct conference at Project site to comply with requirements by Owner. Review methods and procedures related to demonstration and training.

1.6 COORDINATION

A. Coordinate instruction schedule with Owner's operations. Adjust schedule as required to minimize disrupting Owner's operations and to ensure availability of Owner's personnel.

B. Coordinate content of training modules with content of approved emergency, operation, and maintenance manuals. Do not submit instruction program until operation and maintenance data has been reviewed and approved by Architect.

C. Coordinate with WETA representative for trial mooring of vessels at least 72 hours prior to the demonstration/trial mooring. Where possible the trial mooring shall coincide with demonstration and training related to mooring system and movable ramp operations. Trial mooring, at WETA's discretion may involve more than one class of vessel. Purpose of the exercise is to confirm that mooring leads are fair, that fenders perform their functions adequately and that ramp elevations can be adjusted to the required elevations while maintaining the required slopes.

PART 2 PRODUCTS

2.1 INSTRUCTION PROGRAM

A. Program Structure: Develop an instruction program that includes individual training modules for each system and for equipment not part of a system, as required by individual Specification Sections.

B. Training Modules: Develop a learning objective and teaching outline for each module. Include a description of specific skills and knowledge that participant is expected to master. For each module, include instruction for the following as applicable to the system, equipment, or component:
   1. Basis of System Design, Operational Requirements, and Criteria: Include the following:
      a. System, subsystem, and equipment descriptions.
      b. Performance and design criteria if Design-Builder is delegated design responsibility.
      c. Operating standards.
      d. Regulatory requirements.
      e. Equipment function.
      f. Operating characteristics.
      g. Limiting conditions.
      h. Performance curves.
   2. Documentation: Review the following items in detail:
      a. Emergency manuals.
      b. Operations manuals.
      c. Maintenance manuals.
      d. Project record documents.
      e. Identification systems.
      f. Warranties and bonds.
      g. Maintenance service agreements and similar continuing commitments.
   3. Emergencies: Include the following, as applicable:

a. Instructions on meaning of warnings, trouble indications, and error messages.
b. Instructions on stopping.
c. Shutdown instructions for each type of emergency.
d. Operating instructions for conditions outside of normal operating limits.
e. Sequences for electric or electronic systems.
f. Special operating instructions and procedures.

4. Operations: Include the following, as applicable:
   a. Startup procedures.
   b. Equipment or system break-in procedures.
   c. Routine and normal operating instructions.
   d. Regulation and control procedures.
   e. Control sequences.
   f. Safety procedures.
   g. Instructions on stopping.
   h. Normal shutdown instructions.
   i. Operating procedures for emergencies.
   j. Operating procedures for system, subsystem, or equipment failure.
   k. Seasonal and weekend operating instructions.
   l. Required sequences for electric or electronic systems.
   m. Special operating instructions and procedures.
5. Adjustments: Include the following:
   a. Alignments.
   b. Checking adjustments.
   c. Noise and vibration adjustments.
   d. Economy and efficiency adjustments.
6. Troubleshooting: Include the following:
   a. Diagnostic instructions.
   b. Test and inspection procedures.
7. Maintenance: Include the following:
   a. Inspection procedures.
   b. Types of cleaning agents to be used and methods of cleaning.
   c. List of cleaning agents and methods of cleaning detrimental to product.
   d. Procedures for routine cleaning
   e. Procedures for preventive maintenance.
   f. Procedures for routine maintenance.
   g. Instruction on use of special tools.
8. Repairs: Include the following:
   a. Diagnosis instructions.
   b. Repair instructions.
   c. Disassembly; component removal, repair, and replacement; and reassembly instructions.
   d. Instructions for identifying parts and components.
   e. Review of spare parts needed for operation and maintenance.

PART 3 EXECUTION

3.1 PREPARATION

A. Assemble educational materials necessary for instruction, including documentation and training module. Assemble training modules into a training manual organized in coordination with requirements in Section 01 78 23 "Operation and Maintenance Data."

3.2 INSTRUCTION

A. Facilitator: Engage a qualified facilitator to prepare instruction program and training modules, to coordinate instructors, and to coordinate between Design-Builder and Owner for number of

participants, instruction times, and location.

1. Coordinate instruction program with recommendations of Owner’s Architect.

B. Engage qualified instructors to instruct Owner's personnel to adjust, operate, and maintain systems, subsystems, and equipment not part of a system.

1. Architect will furnish an instructor to describe basis of system design, operational requirements, criteria, and regulatory requirements.
2. Owner will furnish an instructor to describe Owner's operational philosophy.
3. Owner will furnish Design-Builder with names and positions of participants.

C. Scheduling: Provide instruction at mutually agreed on times.

1. Schedule training with Owner, through Architect, with at least seven (7) days' notice.

D. Training Location and Reference Material: Conduct training on-site in the completed and fully operational facility using the actual equipment in-place. Conduct training using final operation and maintenance data submittals. Provide training logs identifying the Trainer(s) and required class participants.

E. Evaluation: At conclusion of each training module, assess and document each participant's mastery of module by use of an oral performance-based test.

END OF SECTION

SECTION 01 81 13

CALGREEN ENVIRONMENTAL REQUIREMENTS

This specification section is provided to the Design-Builder for use in the final design. The criteria and performance detailed below represents the minimum content required for this specific specification section. Design-Builder shall submit the revised specification as part of the design submittals.

PART 1 GENERAL

1.1 SUMMARY

A. Section Includes: Comply with Part 11 of the California Code of Regulations Title 24, also referred to as the California Green Building Standards Code or CALGreen Code,
   1. Nonresidential Projects: Comply with CALGreen requirements for nonresidential projects.
   2. Design-build process shall address environmental requirements related to:
      a. energy efficiency,
      b. water efficiency and conservation,
      c. material conservation and resource efficiency, and
      d. environmental quality.

1.2 ENVIRONMENTAL REQUIREMENTS

A. Mandatory Measures: Comply with CALGreen Mandatory Measures applicable to Project.
   1. Contract Documents are not intended to limit alternative means of achieving environmental requirements.
      a. Suggestions from Contractor, subcontractors, suppliers, and manufacturers for achieving environmental requirements are encouraged; team approach is also encouraged.
   2. Voluntary Tiers: Construction team is encouraged to work with WETA to achieve enhanced Voluntary Tier levels by incorporating additional measures as defined in CALGreen Appendixes.

B. Requirements: Construction team is required to review CALGreen requirements relative to Nonresidential Project related to following.
   1. Energy Efficiency: Comply with California Energy Commission requirements.
   2. Water Efficiency and Conservation: Comply with requirements for outdoor water use.
   3. Material Conservation and Resource Efficiency:
      a. Nonresidential Projects Building Maintenance and Operation: Provide for commissioning requirements as required by CALGreen including but not limited to testing, documentation and training, testing and adjusting.
   4. Nonresidential Projects Environmental Quality:
      a. Finish Material Pollution Control: Comply with CALGreen requirements for volatile organic compound (VOC) emissions including but not necessarily limited to following (as applicable):
         1) Adhesives, sealants and caulks.
         2) Paints and coatings.
      b. Environmental Tobacco Smoke (ETS) Control: Comply with CALGreen requirements for ETS.
      c. Interior Moisture Control: Comply with California Building Code requirements and CALGreen requirements for vapor retarder at concrete slab foundations and capillary break (aggregate base).
      d. Building Material Moisture Content: Do not use water damaged building materials, remove and place wet and high moisture content insulation,

and do not enclose wall or floor framing when moisture content exceeds 19%.

e. Outdoor Air Quality: Comply with CALGreen requirements for reduction of greenhouse gases and ozone depletion.

C. Planning and Design: Construction team shall coordinate with Engineer regarding Project Planning and Design methods related to CALGreen requirements during Project design and shall comply with CALGreen requirements during construction.

1.3 SUBMITTALS

A. Construction Waste: Provide construction waste management plan per CALGreen requirements.

B. Construction and Demolition Debris (C&D) Reports: Comply with City of Vallejo requirements, including providing C&D reporting.

PART 2 PRODUCTS

2.1 MATERIALS

A. General Issues: Do not use materials with moisture stains or with signs of mold or mildew.
1. Moisture Stains: Materials that have evidence of moisture damage, including stains, are not acceptable, including both stored and installed materials; immediately remove from site.
2. Mold and Mildew: Materials that have evidence of growth of molds or of mildew are not acceptable, including both stored and installed materials; immediately remove from site.

2.2 SUBSTITUTIONS

A. Substitutions Environmental Issues: Requests for substitutions shall comply with requirements specified in Division 1 with following additional information required where environmental issues are involved.
1. Indicate each proposed substitution complies with CALGreen requirements.
2. Engineer reserves right to reject proposed substitutions where CALGreen information is not provided and where substitution may impact mandatory requirements or Project voluntary tier requirements.

PART 3 EXECUTION

3.1 PROTECTION

A. Environmental Issues: Protect interior materials from water damage; where interior products not intended for wet applications are exposed to moisture, immediately remove from site.
1. Protect installed products using methods that do not support growth of molds and mildews. Immediately remove from site materials with mold and materials with mildew.

END OF SECTION

TABLE OF CONTENTS

VOLUME 1

Appendices

Section	Title
APPENDIX A	Status of Design Matrix
APPENDIX B	Contract Award Schedule of Events
APPENDIX C	Technical and Price Proposal Requirements
APPENDIX D	Proposal and Contract Forms

APPENDIX A

STATUS OF DESIGN

Status of design at time of issuance of RFP:

30%

- Float Anchor Piles[1]
- Donut Fender Piles[1]
- Donut Fender Elements
- Dolphin Support Piles[1]
- Composite Fender Piles[1]
- Entrance Gate
- Concrete Dolphin Pile Caps
- Terminal Demolition
- Utilities
- Approach Way and Gangway Structures

10%

- Approach Way and Gangway Connections
- Temporary Landing Dolphin
- Gangway Landing Platform

Notes:

1. Status of design for the pile elements is to be updated by WETA via addendum with geotechnical parameters based on in-water borings completed in September of 2026.
2. Design-Builder is responsible for stamped drawings and calculations by an appropriately Licensed Professional in the State of California when design has reached 100%.

APPENDIX B

CONTRACT AWARD SCHEDULE OF EVENTS

WETA shall make best efforts to maintain the Contract Award Schedule contained herein, as may be adjusted and/or modified by issuance of Addenda in WETA's sole discretion. However, failure to do so will not affect WETA's rights under these Contract Documents.

Event	Estimated Completion
WETA Issues Request for Proposals	September 28, 2026
Offerors (Pre-proposal) Conference	October 6, 2026 10:30 AM PDT
Pre-Proposal Site Visit	October 6, 2026 1:30 PM PDT
Last Day to Submit Questions Re the Contract Documents	October 22, 2026 2:00 PM PDT
Deadline for Offeror Submission of Proposals	November 13, 2026 4:00 PM PDT
WETA Convenes Proposal Evaluation Committee (PEC)	On or about November 13, 2026
Advise all Offerors of Status of Offerors Within Competitive Range	On or about November 24, 2026
Interviews with Offerors in Competitive Range (if deemed necessary by WETA)	Week of November 30, 2026
Price Proposals of Offerors in Competitive Range Opened	December 7, 2026
WETA Determines "Best Value" Proposal*	December 14, 2026
Notice of Intent to Award Issued	December 21, 2026
Last Day for Protest based on Intent to Award	December 24, 2026
WETA Board Meeting	January 14, 2027
Last Day for Unsuccessful Offerors to request debriefing	January 21, 2027
Pre-Award Conference	January 15, 2027
Contract Award	January 28, 2027
Design Phase Notice to Proceed	January 29, 2027

*If WETA requests Best and Final Offer(s) the negotiations and Request will be prior to the Determination of "Best Value Proposal" step and will extend the following dates in the above schedule.

Appendix C

TECHNICAL AND PRICE PROPOSAL REQUIREMENTS

I. PROPOSAL ELEMENTS

The Proposal should consist of the following elements:

Technical Proposal

1. Technical and Price Proposal Letter (4 Pages)
2. Table of Contents (1 Page)
3. Executive Summary (3 pages)
4. Technical Proposal (see summary below)
    a. Technical approach/management plan (5 pages)
    b. Proposal Schedule (1 Page)
    c. Offeror's qualifications, experience and references (5 Pages)
    d. Team Identification, qualifications and roles (3 Pages)
    e. Personnel Qualifications (2 Pages)
    f. Environmental awareness (2 Pages)
    g. Safety (2 pages)
5. References (1 Page)
6. Proposal Forms except for:
    a. Forms to accompany Price Proposal
    b. Forms marked with an asterisk in the Appendix D Table of Contents
7. Appendices

Price Proposal

1. Table of Contents
2. Price Proposal Form (see summary below)
3. Letter from surety verifying bonding capacity in amount equal to or exceeding the Price Proposal Amount.
4. Price Proposal Forms except for forms marked with an asterisk in the Appendix D Table of Contents.

Remaining Forms

1. All forms in Appendix D which are not required to be submitted with the Technical Proposal or Price Proposal are due within 5 working days following the technical proposal due date.

2. Forms listed in Paragraph II. 6. b. below shall be submitted with the cover page title: "Remaining Technical Proposal Forms"

3. Forms listed in Paragraph III. 4. b. below shall be submitted with the cover page title: "Remaining Price Proposal Forms, To Be Opened After Technical Evaluation is Complete"

II. EXPLANATION OF TECHNICAL PROPOSAL ELEMENTS

1. Technical and Price Proposal Letter (4 Pages)

Provide a short cover letter on the Offeror's letterhead, summarizing the Offeror's identify, the enclosed documents, and any other information of interest using the Technical and Price Proposal form of letter (Form A-1) attached to the Instructions to Offerors in Appendix D. If the Offeror is requesting any exceptions to the Design-Build Agreement, it must include each exception separately identified, and delineated for each section of the Design-Build Agreement Form.

2. Table of Contents (1 Page)

Provide a table of contents for all documents enclosed. Offerors are encouraged to organize both the Technical and Price Proposals clearly and logically in conjunction with the information requested in these Contract Documents. Offerors are also encouraged to use Bookmarks to tab Sections.

3. Executive Summary (3 Pages)

Provide a brief summary of the important elements of the Offeror's qualifications and proposed technical approach. The summary should include any feature(s) that may differentiate this team from others. Identify each equity member of Offeror's team and each other member of Offeror's team, (a) with primary responsibility for design; (b) with primary responsibility for construction; and (c) Subcontractors or vendors with a proposed subcontract or purchase order value greater than 15% of the anticipated Contract value (collectively "Major Participants").

The Executive Summary shall be written in a non-technical style and shall contain sufficient information for reviewers with both technical and non-technical backgrounds to become familiar with Offeror's Proposal and Offeror's ability to satisfy the technical and financial requirements of the Project. The Executive Summary shall, at a minimum, include the following:

a. A summary of Offeror's organization and team structure, including an identification of Major Participants.

b. A summary of the proposed management, decision making and day-to-day operation structure of Offeror.

c. A summary of the Technical Proposal.

4. Technical Proposal

The Technical Proposal shall consist of the following major elements:

a. Technical Approach/ Management Plan (5 Pages)

Describe Offeror's technical approach and management plan for the Project. Include a discussion of the technical issues involved and the methods, procedures and equipment to be used in both the design and construction phases of the project. The technical approach should include any proposed changes to the design, materials or products. The management plan should include a description of how the project will be staffed, how that staff will be managed and how Subcontractors will be managed. The plan should include contingencies for dealing with unanticipated staffing shortfalls and/or difficulties with Subcontractors.

Describe Offeror's technical approach to scheduling for the design and construction phases of the project. Describe the qualifications and experience of the scheduling personnel.

b. Proposal Schedule (1 Page)

Provide a schedule in Gannt format showing project major task elements and milestones for both the Design and Construction phases of the project. The Contract Time for the successful Offeror's contract (if any) will be the period between this schedule's "Design Phase Notice to Proceed" and "Final Acceptance" milestones. Comparison of schedules between various offerors will factor into the technical proposal's evaluation. The comparison will include both the quality of the schedule and the proposed contract time.

c. Offeror's Qualifications, Experience and References (5 Pages)

Identify the legal name and nature of the Offeror and the state of its organization. If the name is a DBA, identify underlying names. Indicate the ownership and legal status of Offeror (corporation, partnership, sole proprietorship, joint venture, etc.). Identify a sole point of contact and include the following information: name, title, address, telephone and fax numbers and electronic mail address.

For equity member of the Offeror, identify the entity's role and the entity's legal nature and state of organization.

Identify each Major Participant, and any other team members that the Offeror wishes to identify.

Identify and describe the qualifications and experience of the Offeror and each of the other Major Participants. Indicate company headquarters and any local office responsible for the work.

List experience of Offeror and other Major Participants on up to five (5) relevant projects over the last 10 years in reverse chronological order. The projects should demonstrate the Offeror or other Major Participant's capability and expertise with similar work including things such as in-water construction and pile driving. For each project provide:

- Project name, location and cost.
- Performance period
- Project Owner / contact person / contact info.
- Project type and scope
- Scope of work performed by Offeror or Participant

- Environmental issues and concerns dealt with on the project
- Example of problems that developed and were resolved on the project
- Key personnel

Indicate where members of the proposed team have worked together.

For each project, describe how the work done makes Offeror's team suitable and experienced for the proposed work.

Provide in a table format a list of all court or administrative proceedings including mediation or arbitration where the amount in dispute exceeded $100,000 to which a Major Participant has been a party in the last five years. For each proceeding, provide the following information:

- Parties
- Nature of proceeding
- Issues involved (brief description of the contentions of the parties)
- Initial amount of controversy, was it resolved, what was the resolution
- At Offeror's option, provide a brief paragraph of additional explanation.

d. Team Identification, Qualification and Roles (3 Pages – 11" x 17" pages are allowed)

Identify, in the form of a team matrix, the Major Participants proposed for the project. Describe roles and responsibilities of each Major Participant and describe how the team members including other Major Participants, Subcontractors, vendors and Suppliers will be coordinated and managed during the project.

Identify the project manager or senior project representatives for the Offeror and other Major Participants,

Provide an organization chart showing the reporting structure of the project team noting the location of key personnel within the organization. Provide a responsibility matrix covering the responsibilities and scope of work for key positions.

Any information required by this section that is already included in the management plan need not be repeated in this section however, it may be in the Offeror's interest to indicate where the data is provided.

e. Personnel Qualifications: (2 Pages)

Provide a personnel matrix identifying key Major Participant personnel by name, position and company. If the information has been incorporated into the responsibility matrix described above it does not need to be repeated here.

In an appendix of no greater than 5 pages, provide resumes showing the professional qualifications, capabilities, experience, education, and current responsibilities of the project manager and key staff. Include any experience on similar projects. Resumes should indicate current assignment, work location, and availability. At a minimum, resumes shall be provided for all project personnel listed in the personnel matrix.

Where relevant, note when individuals mentioned above have worked with each other and briefly describe the circumstances (project, relationship, etc.). When individuals have worked together on multiple projects, only one example is required.

Any information required by this Section that is already included elsewhere need not be repeated in this section however, it may be in the Offeror's interest to indicate where the data is provided.

f. Environmental Awareness (2 pages)

Describe Offeror's environmental policies. Include a description of how environmental awareness is reflected in the offerors corporate culture.

Describe "green" approaches taken on projects including but not limited to the example projects described above.

In an appendix:

1. Provide a copy of Offeror's environmental policy promulgation letter and Table of Contents.

2. Provide copy of the Table of Contents from an environmental plan for one of Offeror's projects.

3. List for Major Participants, any environmental citations received or other history with environmental regulatory or permitting agencies or watchdog groups within the last 5 years. In an appendix, provide a brief (one page or less) narrative of the situation and the outcome for each.

g. Safety (2 pages)

Describe Offeror's safety policies and performance. Summarize safety program and industrial safety history of the other Major Participants' safety programs.

5. References (1 Page):

List the persons or organizations for which Offeror and Major Participants obtained references from. All references must be obtained using the Reference Form (Appendix D Form M) for Offeror and Other Major Participants. List shall provide contact information and where appropriate, cross references to the key projects listed under Offeror's Qualification section of the proposal.

Reference requirements: Major Participants should obtain references using the Reference Form (Form M) from at least five (5) organizations. At least one form shall be relevant to a project or projects in the 5 relevant projects described in the project Experience section of Offeror's proposal.

All references are due at the same time proposals are to be submitted. Note that references for projects listed in the Relevant Experience section of Offerors proposal will carry more weight than other references. WETA reserves the right to contact any Project contact mentioned in Offeror's proposal whether listed as references or not.

a. 6. Proposal Forms

a. Offeror shall submit the following forms from Appendix D with its Technical Proposal:

1) Acknowledgement of Insurance Requirements (Form A-2) Identification of Listed Subcontractors (Form B-2)
2) Non-Collusion Declaration (Form D)
3) Levine Act Disclosure (Form H)
4) References (Form M)
5) Organizational Conflicts of Interest Disclosure (Form N)
6) Skilled and Trained Workforce Certification (Form O)
7) Certification for Federal Tax Liability and Recent Felony Convictions (Form P)

b. Offeror shall submit the following forms from Appendix D within 5 working days following the technical proposal due date:

1) Identification of Offeror, Major Participants, and Financially Responsible Parties (Form B-1)
2) Description of the Selection Process of Subcontractor / Subconsultant / Supplier (Form G-3)
3) Industrial Safety Record for Major Participants (Form J)
4)

8. Appendices

III. EXPLANATION OF PRICE PROPOSAL ELEMENTS

1. Table of Contents

Provide a table of contents for all documents enclosed. Offerors are encouraged to organize their Price Proposals clearly and logically in conjunction with the information requested in these Contract Documents. Offerors are also encouraged to use Bookmarks to tab Sections.

2. Price Proposal Form

Offeror shall complete Form K from Appendix D. Instructions for completing the form are provided in Appendix D with Form K.

3. Letter from Surety

Provide a letter from a California admitted surety, verifying that the Offeror will be able to obtain a performance bond and payment bond in an amount of at least the Offerors Price Proposal amount. Letters indicating “unlimited bonding capability” are not acceptable. The surety providing such letter must be rated in one of the top two categories by two nationally recognized rating agencies or rated at least A minus (A-) or better or Class VIII or better by “AM Best & Company,” and must indicate the relevant rating in the letter. The letter must specifically state that the surety has read the RFP and evaluated the Offeror’s backlog and work-in-progress in determining its bonding capacity. If an Offeror is a joint venture, partnership, limited liability company or other association, separate letters for one or more of the individual equity participants of the Offeror are acceptable, as is a single letter covering all equity participants.

4. Price Proposal Forms

a. Offeror shall submit the following forms from Appendix D with its Price Proposal:

1) Buy America Act Certification (Form E)
2) Lobbying Certification for Contract, Grants, Loans and Cooperative Agreements (Form F)

3) Iran Contracting Certification (Form I)

b. Offeror shall submit the following forms from Appendix D within 5 working days following the Price Proposal due date:

1) Information about Major Participants, and Financially Responsible Parties (Form B-3)
2) Certification of Major Participants and Financially Responsible Parties (Form C)
3) Major Participant, Subcontractor / Subconsultant / Supplier Report (Form G-1)
4) Small Business Enterprise Affidavit of Size (Form G-2)

IV. REQUIRED DOCUMENTS FOR AWARD OF CONTRACT AND ISSUANCE OF DESIGN PHASE NOTICE TO PROCEED

The successful Offeror is required to complete and submit the following documents before WETA will issue the Notice to Proceed. These documents must be received no later than 14 calendar days after Contract award.

a. Contract (signed) (Section 00 50 00)
b. Performance Bond (Form L-2, Appendix D to Volume 1)
c. Payment Bond (Form L-1, Appendix D to Volume 1)
d. Certificates of Insurance meeting the requirements of Section 00 73 16
e. Evidence of all licenses necessary to perform the Work.
f. Evidence of signer's authority to commit Offeror to the contract. Such evidence shall be, in form and substance, satisfactory to WETA and in accordance with governing law.
g. Evidence of Offeror's and other Major Participant authority to transact business in the State.
h. Any additional documentation required by the RFP documents as amended.
i. Preliminary Schedule of Values

APPENDIX D

FORMS

Form A-1	Technical and Price Proposal Letter
Form A-2	Acknowledgement of Insurance Requirements
Form B-1	Identification of Offeror, Major Participants, and Financially Responsible Parties*
Form B-2	List of Subcontractors
Form B-3	Information about Major Participants and Financially Responsible Parties*
Form C	Certification of Responsible Major Participant, and Financially Response Party*
Form D	Non-Collusion Declaration
Form E	Buy America Certification
Form F	Lobbying Certification for Contract, Grants, Loans and Cooperative Agreements (Standard Form-LLL included)
Form G-1	Major Participant, Subcontractor / Subconsultant / Supplier Report*
Form G-2	Small Business Enterprise Affidavit of Size*
Form G-3	Description of the Selection Process of Subcontractor / Subconsultant /Supplier*
Form H	Levine Act Disclosure
Form I	Iran Contracting Certification
Form J	Industrial Safety Record for Major Participants*
Form K	Price Proposal Forms
Form L-1	Payment Bond (due if awarded contract)
Form L-2	Performance Bond (due if awarded contract)
Form M	References*
Form N	Organizational Conflicts of Interest Disclosure
Form O	Skilled and Trained Workforce Certification
Form P	Certification for Federal Tax Liability and Recent Felony Convictions

* Due no later than 5 working days after the Technical and Price proposal submission date.

FORM A-1

TECHNICAL AND PRICE PROPOSAL LETTER

FORM OF TECHNICAL AND PRICE PROPOSAL LETTER

SAN FRANCISCO BAY AREA
WATER EMERGENCY TRANSPORTATION AUTHORITY
VALLEJO FERRY TERMINAL

Offeror: _____

Proposal Date: _____

Business Address: _____

Business Office Phone Number: _____

State of Incorporation: _____

California Contractor's License Number: _____

License Classification: _____

License Expiration: _____

If the Offeror is a Joint Venture, list the California Contractor's License numbers, classifications, and expiration dates for each joint venture partner.

DIR Registration: _____

Name of Joint Venture Member	Contractor's License	Classification	Expiration Date

OFFEROR REPRESENTATIONS

Offeror understands, agrees, and warrants:

1. That Offeror has carefully read and fully understands the information that was provided by WETA to serve as the basis for submission of this Proposal.

2. That Offeror has the capability to successfully undertake and complete the responsibilities and obligations of the Proposal being submitted.

3. That all information contained in the Proposal is true and correct to the best of Offeror's knowledge.

4. That this Technical Proposal will remain firm and valid for 180 days after the date when Proposals are due.

5. That Offeror did not, in any way, collude, conspire, or agree, directly or indirectly, with any person, firm, corporation or other Offeror in regard to the amount, terms, or conditions of this Proposal.

6. That Offeror did not receive information from any WETA staff member or consultant during the solicitation period except as provided for in the RFP or addenda thereto.

7. That by submission of this Proposal, the Offeror acknowledges that WETA has the right to make any inquiry it deems appropriate to substantiate or supplement information supplied by Offeror, and Offeror hereby grants WETA permission to make said inquiries, and to provide any and all requested documentation in a timely manner.

9. If this Proposal is accepted and determined to be the Best Value Proposal, that the undersigned will execute the Contract or, if WETA elects to negotiate with one or more Offerors, to negotiate in good faith.

10. If this Proposal is accepted and determined to be the Best Value Proposal, Offeror will provide security (including bonds and insurance) for the due performance of the Contract, as stipulated in the Contract Documents and the RFP

Offeror acknowledges receipt of the following Addenda and sets of questions and responses (e.g., Addenda No. 1):

_____

_____

Offeror also submits its detailed price proposal ("Price Proposal") to accompany its Technical Proposal in response to the RFP issued by WETA. Offeror agrees that WETA will not be responsible for any errors, omissions, inaccuracies, or incomplete statements in the Price Proposal. Offeror acknowledges that its Total Price shall remain binding for a period of 180 calendar days from the date Proposals are due.

The undersigned has read the foregoing proposal and has full authority to enter into contract on behalf of the Offeror, and hereby agrees to the conditions stated herein by affixing its signature below.

OFFEROR'S SIGNATURE

No Proposal will be accepted which has not been signed in the appropriate space below:

By signing below, the submission of a Proposal shall be deemed a representation and certification by the Offeror that they have investigated all aspects of the RFP, that they are aware of the applicable facts pertaining to the RFP process, its procedures and requirements.

If **SOLE OWNER**, sign here:

I sign as sole owner of the business named above:

_____

If **PARTNERSHIP**, one or more partners sign here:

The undersigned certify that we are partners in the business named above and that we sign this bid with the full authority to do so:

_____

_____

If **CORPORATION or LLC**, execute here:

Entity Name: _____

Incorporated under the laws of the State of _____

The undersigned certify that they sign this bid with the full and proper authorization so to do:

By _____ By _____
*Signature of Authorized Official** *Signature of Authorized Official**

_____ _____
Title *Title*

_____ _____
Typewritten or Printed Name *Typewritten or Printed Name*

If **JOINT VENTURE**, execute here:

Joint Venture name composed of: _____

The undersigned certify that they sign this bid with the full and proper authorization so to do:

_____ _____
*Signature of Authorized Official** *Signature of Authorized Official**

_____ _____
Title *Title*

_____ _____
Typewritten or Printed Name *Typewritten or Printed Name*

*If bidder is a partnership or Joint Venture, give the full names of all partners and/or Joint Ventures in the space provided (use additional sheet if required). If bidder is a corporation, two signatures are required as follows: (1) the Chairman, President, or Vice-President and (2) the Secretary, Assistant Secretary, Chief Financial Officer or Assistant Treasurer. In the alternative, this Agreement may be executed by a single officer or a person other than an officer provided that evidence satisfactory to the Agency is provided demonstrating that such individual is authorized to bind the corporation (example, a copy of a certified resolution from the corporation's board or a copy of the corporation's bylaws). If the Contractor is a limited liability company (LLC), the Agreement must be executed by an officer or member who has the full and proper authorization to bind the LLC. The officer or member must provide evidence satisfactory to the Agency indicating the individual's authority to bind the LLC, such as a certified copy of a resolution authorizing the individual to execute written contracts or a copy of the LLC operating agreement.

[End of Form]

FORM A-2

ACKNOWLEDGEMENT OF INSURANCE REQUIREMENTS

Included in the Contract Price is full compensation for the requirements set forth in the Contract Documents, including:

a) WORKERS' COMPENSATION (per statutory requirement).

Policy shall include a Waiver of Subrogation.

b) EMPLOYER'S LIABILITY coverage.

Five Million Dollars ($5,000,000) minimum limits.

Non-construction professional services subcontractors must have Employer's Liability coverage with One Million Dollars ($1,000,000) minimum limits.

Policy shall include a Waiver of Subrogation.

c) U.S. Longshoreman and Harbor Workers Insurance coverage, if the Contract involves work on or adjacent to navigable water, as defined by the U.S. Department of Labor (per statutory requirement).

Policy shall include a Waiver of Subrogation.

d) COMMERCIAL GENERAL LIABILITY coverage (including but not limited to premises and operations; personal and advertising injury; explosion, collapse, and underground coverage; and products and completed operations, of not less than:

Five Million Dollars ($5,000,000) combined single limit per occurrence or claim; and

Five Million Dollars ($5,000,000) general aggregate.

Policy shall include a Waiver of Subrogation and Additional Insured endorsement. Policy will also contain a Separation of Insureds Clause. Policy will further contain Primary and Non-Contributory wording.

e) BUSINESS AUTOMOBILE LIABILITY INSURANCE coverage of not less than:

Five Million Dollars ($5,000,000) combined single limit occurrence.

Non-construction professional services subcontractors must have Business Automobile Liability insurance providing bodily injury and property damage coverage with combined single limit of at least Two Million Dollars ($2,000,000) per accident or loss.

Policy shall include a Waiver of Subrogation and Additional Insured endorsement. Policy will also contain a Separation of Interests or Severability Clause. Policy will also contain Primary and Non-Contributory wording.

f) PROPERTY INSURANCE coverage with limits at least equal to the replacement cost of the property described in Section 1.5 of the Insurance Requirements in Section 00 73 16, and Builder's Risk for property in the course of construction on an "all risk" basis for the full replacement cost of materials, supplies, all property to be incorporated into the finished Work and completed Work in

an amount not less than the full completed value of the covered structure or the replacement value of alterations or additions. WETA and City of Vallejo shall be named as a loss payee and losses will be payable to both Contractor, WETA, and City of Vallejo as their interests may appear.

Such insurance shall include a waiver of subrogation.

g) PROFESSIONAL LIABILITY INSURANCE coverage for all professional architectural, engineering and design services of not less than: Two Million Dollars ($2,000,000) per occurrence and in the annual aggregate.

Such insurance shall include a waiver of subrogation.

h) CONTRACTOR'S POLLUTION LIABILITY INSURANCE and/or ENVIRONMENTAL LIABILITY INSURANCE coverage with limits not less than: Five Million Dollars ($5,000,000) per occurrence and in the annual aggregate.

Policy shall include a Waiver of Subrogation and Additional Insured endorsement. Policy will also contain a Separation of Insureds Clause. Policy will further contain Primary and Non-Contributory wording.

i) HULL & MACHINERY INSURANCE, if the Contract involves marine activities or work from a boat, vessel, skiff, floating platform, or any other equipment that floats, at market value of vessel on American Institute Hull Clauses, 6/2/77 form or equivalent.

j) PROTECTION AND INDEMNITY (INCLUDING JONES ACT), if Contract involves marine activities, or work from a boat, vessel, skiff, floating platform, or any other equipment that floats, coverage including injury to a crew (Jones Act) and passengers; Protection & Indemnity, SP 38 or SP 23 for $5 million combined single limit per occurrence.

Policy shall include a Waiver of Subrogation and Additional Insured endorsement. Policy will also contain a Separation of Interests or Severability Clause. Policy will further contain Primary and Non-Contributory wording.

_____ _____

Signature of Offeror/Title Date

END OF ACKNOWLEDGEMENT OF INSURANCE REQUIREMENTS

FORM B-1

IDENTIFICATION OF OFFEROR, MAJOR PARTICIPANTS, AND FINANCIALLY RESPONSIBLE PARTIES*

*Include information requested in this form for Major Participants and Financially Responsible Parties, if applicable.

NAME OF ENTITY AND CONTACT INFORMATION (address, representative, phone, fax, e-mail)	ROLE OF ENTITY IN OFFEROR ORGANIZATION (i.e., Offeror, Major Participant, or Financially Responsible Party)	California Contractor Licenses (if applicable)	Description of Work to be Performed By Entity (if applicable)

The above information is true, correct and accurate.

[*INSERT THE OFFEROR'S NAME.*] _____

_____

Print Name: _____

Title: _____

[End of Form]

FORM B-2

LIST OF SUBCONTRACTORS

In compliance with the provisions of Sections 4100-4114, inclusive, of the California Public Contract Code, each Offeror must set forth the name, contractor's license number and location of the place of business of each subcontractor whom the Offeror proposes to have perform work or labor or render service to Offeror in or about the construction of the work **in an amount in excess of one-half of one percent (0.5%) of the total amount of the Offeror's Proposal**. For each subcontractor listed, the Offeror must set forth on this form the dollar amount and the percentage of each particular Contract Bid Item as the portion of work that will be performed by each subcontractor.

List below the name, location of the place of business, contractor's license number, and DIR Registration No. of each subcontractor and the portion of the work to be done by each subcontractor:

Name of Subcontractor	Subcontractor's Contractor License No. DIR Registration No.	Subcontractor's Business Address	Portion of Work		
			Bid Item No.	$ Amount	% of Bid Item

The undersigned Offeror hereby certifies that it has not entered into any substantive negotiations with Subcontractors resulting in an agreement to enter into any subcontracts with respect to the Project, except for those listed above. The Offeror agrees that it will follow applicable Contract requirements with respect to Subcontractors.

I declare under penalty of perjury under the laws of the State of California that the foregoing declaration is true and correct.

Executed: _____, 2026

[*INSERT THE OFFEROR'S NAME.*] _____

_____

Print Name: _____

Title: _____

[End of Form]

FORM B-3

INFORMATION ABOUT MAJOR PARTICIPANTS AND FINANCIALLY RESPONSIBLE PARTIES

Complete this Form for each Major Participant (as defined in Section 00 21 16 Paragraph 1.A.) and each Financially Responsible Party, as applicable. Make additional copies of this form as necessary.

1.	Name of Offeror:	
2.	Name of firm completing this Form B-3:	
3.	Firm's role on Offeror team (check one): ☐ Offeror; ☐ Other Major Participant; ☐ Financially Responsible Party	
4.	Number of years (measured from the date of issuance of the RFP) firm has been in its current line of business:	
5.	Number of years (measured from the date of issuance of the RFP) firm has been in business under its present name:	
6.	Other names under which firm has operated:	
7.	State/country of organization:	
8.	Name of firms CEO/chairperson:	
9.	Name and title firm's authorized representative signing this Form B-3:	
10.	Firm's federal tax ID no.:	
11.	Firm's business organization (check one): ☐ Corporation; ☐ Partnership; ☐ Joint Venture / Consortium; ☐ Limited Liability Company; ☐ Other (describe):	
12.	Firm headquarters' address:	
13.	Location of office performing work:	

14.	Firm's role/anticipated scope of work on the Project:	
15.	If firm completing this Form B-3 is a partnership, joint venture, or limited liability company, provide the name and role of each partner, joint venture, or member firm, as applicable:	
16.	List and attach to this Form B-3 all California licenses held by firm completing this Form B-3:	

I declare under penalty of perjury under the laws of the State of California that the foregoing declaration is true, correct and accurate.

Executed_____, 2026

[*INSERT NAME OF FIRM COMPLETING FORM B-3.*] _____

_____

Print Name: _____

Title: _____

[End of Form]

FORM C

CERTIFICATION OF RESPONSIBLE MAJOR PARTICIPANT, AND FINANCIALLY RESPONSIBLE PARTY

Complete this Form for Offeror, each Other Major Participant, and each Financially Responsible Party, as applicable. Make additional copies of this form as necessary.

OFFEROR: [*INSERT OFFEROR NAME*] _____

Name of entity on whose behalf Form C is provided: [*INSERT ENTITY NAME*] ("Entity")

_____

Role of entity on Offeror team (check one):

☐ Offeror; ☐ Other Major Participant; ☐ Financially Responsible Party

---

1. Has Entity or any Affiliate* ever been disqualified, removed, debarred, or suspended from performing work for the federal government, any state or local government, or any foreign governmental entity within the past eight years (measured from the date of issuance of the RFP)?

   Yes ☐ No ☐

   If yes, please explain the circumstances on a separate sheet.

2. Has Entity or any Affiliate ever sought protection through receivership or under any provision of any bankruptcy act within the past eight years (measured from the date of issuance of the RFP)?

   Yes ☐ No ☐

   If yes, please explain the circumstances on a separate sheet.

3. Has Entity or any Affiliate or any current officer, director, or employee of the entity been indicted or convicted of bid or other contract-related crimes or violations or any other felony or serious misdemeanor (e.g., fraud, bribery, collusion, conspiracy, antitrust, etc.) within the past eight years (measured from the date of issuance of the RFP)?

   Yes ☐ No ☐

   If yes, please explain the circumstances on a separate sheet.

4. Has Entity or any Affiliate been found, adjudicated or determined by any federal or state court or agency (including, but not limited to, the Equal Employment Opportunity Commission, the Office of Federal Contract Compliance Programs and any applicable California governmental agency) to have violated any laws or Executive Orders relating to employment discrimination or affirmative action within the past ten years (measured

from the date of issuance of this RFP), including but not limited to Title VII of the Civil Rights Act of 1964, as amended (42 U.S.C. Sections 2000e *et seq*.); the Equal Pay Act (29 U.S.C. Section 206(d)); and any applicable or similar California law?

Yes ☐ No ☐

If yes, please explain the circumstances on a separate sheet.

5. Has Entity or any Affiliate been found, adjudicated, or determined by any state court, state administrative agency, including, but not limited to, the State of California Labor & Workforce Development Agency, federal court or federal agency, to have violated or failed to comply with any law or regulation of the United States or any state within the past ten years (measured from the date of issuance of this RFP) governing prevailing wages (including but not limited to payment for health and welfare, pension, vacation, travel time, subsistence, apprenticeship or other training, or other fringe benefits) or overtime compensation?

   Yes ☐ No ☐

   If yes, please explain the circumstances on a separate sheet.

6. Has Entity or any Affiliate ever been found liable in a civil suit or found guilty in a criminal action for making any false claim or other material misrepresentation to a public entity within the past eight years (measured from the date of issuance of this RFP)?

   Yes ☐ No ☐

   If yes, as to each such inquiry, state on a separate sheet the name of the public agency, the date of the inquiry, the grounds on which the public agency based the inquiry, and the result of the inquiry.

7. Has any construction project performed or managed by Entity or any Affiliate involved repeated or multiple failures to comply with safety rules, regulations, or requirements, or has Entity or any Affiliate defaulted on a construction contract within the past eight years (measured from the date of issuance of this RFP)?

   Yes ☐ No ☐

   If yes, please identify on a separate sheet the team members and the projects, provide an explanation of the circumstances, and provide owner contact information including telephone numbers.

8. With respect to each of Questions 1-7 above, if not previously answered or included in a prior response on this form, is any proceeding, claim, matter, suit, indictment, etc. currently pending against Entity that could result in being found liable, guilty or in violation of the matters referenced in Question 1-7 above and/or subject to debarment, suspension, removal or disqualification by the federal government, any state or local government, or any foreign governmental entity?

Yes ☐ No ☐

If yes, please explain and provide on a separate sheet the information requested as to such similar items set forth in the questions above.

9. In the past five years, has Entity or any Affiliate been convicted of violating a state or federal law respecting the employment of undocumented aliens?

Yes ☐ No ☐

If yes, please explain the circumstances on a separate sheet.

10. In the past five years, has Entity or any Affiliate been found ineligible to bid or work on, or be awarded, a public works project pursuant to Labor Code §§ 1777.1 or 1777.7?

Yes ☐ No ☐

If yes, please explain the circumstances on a separate sheet.

11. Has there been any instance where Entity or any Affiliate, or its owners, officers or managing employees submitted a bid on a public works project and were found to be nonresponsive or were found by an awarding body not to be a responsible bidder?

Yes ☐ No ☐

If yes, please explain the circumstances on a separate sheet.

12. Has a surety for Entity or any Affiliate completed a contract on the entity's behalf or paid for completion because the entity was in default or terminated by the project owner within the last five years?

Yes ☐ No ☐

If yes, please explain the circumstances on as separate sheet.

13. Has there been any violation of the Contractors' State License Law, as described in Chapter 9 (commencing with Section 7000) of Division 3 of the Business and Professions Code, including alleged violations of federal or state law regarding the payment of wages, benefits, apprenticeship requirements, or personal income tax withholding, or Federal Insurance Contribution Act (FICA) withholding requirements settled against Entity or any Affiliate?

Yes ☐ No ☐

If yes, please explain the circumstances on a separate sheet.

14. Has there been any settled adverse claim, dispute, or lawsuit between the owner of a public works project and Entity or any Affiliate during the last five years in which the claim, settlement, or judgment exceeded fifty thousand dollars ($50,000).

Yes ☐ No ☐

If yes, please explain the circumstances.

15. In the past five years have there been any citations, assessed penalties or settlements against Entity or any Affiliate for any serious, willful, or repeat violations of Part 1 (commencing with Section 6300) of Division 5 of the Labor Code or the federal Occupational Safety and Health Act of 1970 (Public Law 91-596)?

    Yes ☐ No ☐

    If yes, please explain the circumstances.

16. Has Entity or any Affiliate ever been an "expatriate corporation" as that term is defined in California Public Contract Code (PCC) §10286.1(b)?

    Yes ☐ No ☐

    If yes, provide the date such "expatriate corporation" was established: _____.

    If yes, does the entity meet the requirements of PCC §10286.1(b)(2)(A) or (B)?

    No ☐

    Yes, the entity meets the requirements of PCC §10286.1(b)(2)(A) ☐

    Yes, the entity meets the requirements of PCC §10286.1(b)(2)(B) ☐

17. In the past five (5) years, has Entity or any Affiliate had any license, credential, or registration revoked or suspended?

    Yes ☐ No ☐

    If yes, please provide on a separate sheet specific details including date(s), reason(s), for revocation or suspension, whether same was reinstated, and any conditions thereto.

Explain the circumstances underlying any "yes" answers for the aforementioned questions on separate sheets attached hereto.

* As used in this Form C, the term "Affiliate" means and includes parent companies at any tier, subsidiary companies at any tier, entities under common ownership, joint ventures and partnerships involving only the Major Participants as a joint venturer or partner, and any Financially Responsible Party, that, within the past five years (measured from the date of issuance of the RFP) have engaged in business or investment in North America.
The information sought by this Form C for Affiliates is limited to the projects and matters that have occurred within the past five years (measured from the date of issuance of the RFP) in North America.

Under penalty of perjury, I certify that the foregoing is true and correct, and that I am the applicable entity's official representative:

_____

Print Name:_____

Title:_____

Date: _____

[End of Form]

FORM D

NON-COLLUSION DECLARATION

The undersigned declares:

I am the _____ of _____, the party making the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The Bidder has not directly or indirectly induced or solicited any other Bidder to put in a false or sham bid. The Bidder has not directly or indirectly colluded, conspired, connived, or agreed with any Bidder or anyone else to put in a sham bid, or to refrain from bidding. The Bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone, to fix the bid price of the Bidder or any other Bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other Bidder. All statements contained in the bid are true. The Bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a Bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the Bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on _____[date], at _____[city], _____[state].

_____
Signature of Bidder

_____
Title

_____
Date

[End of Form]

FORM E

BUY AMERICA CERTIFICATION

(Steel, Iron, or Manufactured Products)

SELECT AND COMPLETE ONLY ONE OF THE FOLLOWING CERTIFICATIONS

Certificate of Compliance with 49 U.S.C. 5323(j)(1)

Offeror hereby certifies that it will comply with the requirements of 49 U.S.C. 5323(j)(1) and the regulations at 49 CFR Part 661.

_____ _____

Signature Date

_____

Company Name

_____

Name

_____

Title

Certificate of Non-Compliance with 49 U.S.C. 5323(j)(1)

The Offeror hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j)(1) and 49 C.F.R. Part 661.5, but it may qualify for an exception to the requirement pursuant to 49 U.S.C. 5323(j)(2) as amended, and the applicable regulations in 49 C.F.R. 661.7.

_____ _____

Signature Date

_____

Company Name

_____

Name

_____

Title

[End of Form]

FORM F

LOBBYING CERTIFICATION FOR CONTRACTS, GRANTS, LOANS AND COOPERATIVE AGREEMENTS

(Pursuant to 49 CFR Part 20, Appendix A)

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The Offeror, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Offeror understands and agrees that the provisions of 31 U.S.C.A 3801, et seq. apply to this certification and disclosure, if any.

_____

Name and Title of Authorized Official

_____ _____

Signature of Authorized Official Date

STANDARD FORM LLL
DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

1. Type of Federal Action: a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	2. Status of Federal Action: a. bid/offer/application b. initial award c. post-award	3. Report Type: a. initial filing b. material change For Material Change Only: Year _____ Quarter _____ Date of last report: _____

4. Name and Address of Reporting Entity: Prime _____ Subawardee _____ _____ Tier, if known:_____ Congressional District, if known:_____	5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime: _____ _____ Congressional District, if known: _____

6. Federal Department/Agency:	7. Federal Program Name/Description: CFDA Number, if applicable:
8. Federal Action Number, if known:	9. Award Amount, if known: $_____

10. a. Name and Address of Lobbying Entity (if individual, last name, first name, MI):	10. b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI):

(Attach Continuation Sheet(s), SF-LLL-A, if necessary)

11. Amount of Payment (check all that apply): $_____ ☐ actual ☐ planned	13. Type of Payment (check all that apply): a. retainer b. one-time fee c. commission d. contingent fee e. deferred f. other; specify
12. Form of Payment (check all that apply): a. cash b. in-kind; specify: nature _____ value _____	

14. Brief Description of Services Performed or to be Performed and Date(s) of Service, including officer(s), employee(s), or Member(s) contacted, for Payment Indicated in item 11: (attach Continuation Sheet(s) SF-LL-A, if necessary)
15. Continuation Sheet(s) SF-LLL-A attached: ☐ Yes ☐ No

16. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when the transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.	Signature: _____ Print Name:_____ Title: _____ Date: _____ Telephone No.:_____
Federal Use Only:	Authorized for Local Reproduction Standard Form - LLL

INSTRUCTIONS FOR COMPLETION OF STANDARD FORM-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime federal recipient, at the initiation or receipt of a covered federal action, or a material change to a previous filing pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered federal action. Use the Standard Form-LLL-A Continuation Sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered federal action.

2. Identify the status of the covered federal action.

3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered federal action.

4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional authority, if known. Check the appropriate classification of the reporting entity that designates if it is or expects to be a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.

5. If the organization filing the report in item 4 checks "Subawardee", then enter the full name, address, city, state and zip code of the prime federal recipient. Include Congressional authority, if known.

6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.

7. Enter the federal program name or description for the covered federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance ("**CFDA**") number for grants, cooperative agreements, loans, and loan commitments.

8. Enter the most appropriate federal identifying number available for the federal action identified in item 1 (e.g., Request for Proposal (RFP) number, Invitation for Bid (IFB) number; grant announcement number, the contract, grant, or loan award number, the application/bid control number assigned by the Federal agency). Include prefixes (e.g., "IFB-DE-90-001")

9. For a covered federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.

10. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal action.

    (b) Enter the full names of the individual(s) performing services and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).

11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.

12. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.

13. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.

14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.

15. Check whether or not a SF-LLL-A Continuation Sheet(s) is attached.

16. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503.

[End of Form]

FORM G-1

PRIME CONTRACTOR/ CONSULTANT AND SUBCONTRACTOR/ SUBCONSULTANT/ SUPPLIER REPORT

Section A: Prime Consultant/Contractor (Offeror) Information:

1. RFP # and Name: _____
2. Offeror's Name: _____
3. Address: _____
4. Phone: _____ Email: _____
5. Owner or Contact Person: _____
6. Title: _____
7. Offeror NAICS Codes: _____
8. Is your firm a Small Business Enterprise (SBE)?: ☐ Yes ☐ No
9. If your firm is a DBE or SBE please list certification type or No. and Certifying Agency:

   _____
10. If your firm is an SBE, please read and fill out, if applicable, the SBE Affidavit of Size form and attach a copy of your firm's certification.
11. Age of your firm: _____
12. Annual Gross Receipts (please check one):

    Below $500K:____ $500K-$1M:____ $1M-$4M:____ $6M-$13M:____ Above $13M: _____

Section B: Subcontractor/Subconsultant/Suppliers Information

You must include the DBE/SBE certification number in column 7 for each DBE/SBE subcontractor listed, and if applicable fill out SBE Affidavit of Size form included in proposal document. Attach "Intent to Perform" letter signed by each subcontractor who will perform work should this contract be awarded to the Prime listed above. Offerors MUST provide the following information on ALL subcontractors/subconsultants/ suppliers that provided Offeror a bid, quote, or proposal for work, services or supplies associated with this RFP pursuant to WETA's sub-proposal reporting requirements. Include all sub-proposal acceptance(s) AND rejection(s). Please carefully read all instructions on next page.

DBE/SBE PARTICIPATION

1. Subcontractor/ Subconsultant/ Supplier	2. Annual Gross Receipts (check one)		3. Contractor's License No. (if applicable)	4. Certified DBE (Yes/No)	5. Certified SBE (Yes/No)	6. DBE/SBE Certifying Agency	7. DBE Certification No. &/or SBE Type	8. Describe Work or Type of Materials/Supplies **and list NAICS Codes**	9. Proposal Accepted (Yes/No)	10. Percentage of Contract Participation
Name:	Below $500K									
Address:	$500K-$1M									
	$1M-$4M									
Contact Person:	$4M-$6M							NAICS Codes:		
Phone:	$6M-$13M									
Email:	Above $13M									
Age of Firm:										
Name:	Below $500K									
Address:	$500K-$1M									
	$1M-$4M									
Contact Person:	$4M-$6M							NAICS Codes:		
Phone:	$6M-$13M									
Email:	Above $13M									
Age of Firm:										
Name:	Below $500K									
Address:	$500K-$1M									
	$1M-$4M									
Contact Person:	$4M-$6M							NAICS Codes:		
Phone:	$6M-$13M									
Email:	Above $13M									
Age of Firm:										
DBE/SBE PARTICIPATION										

1. Subcontractor/ Subconsultant/ Supplier	2. Annual Gross Receipts (check one)		3. Contractor's License No. (if applicable)	4. Certified DBE (Yes/No)	5. Certified SBE (Yes/No)	6. DBE/SBE Certifying Agency	7. DBE Certification No. &/or SBE Type	8. Describe Work or Type of Materials/Supplies **and list NAICS Codes**	9. Proposal Accepted (Yes/No)	10. Percentage of Contract Participation
Name:	Below $500K									
Address:	$500K-$1M									
	$1M-$4M									
Contact Person:	$4M-$6M							NAICS Codes:		
Phone:	$6M-$13M									
Email:	Above $13M									
Age of Firm:										
Name:	Below $500K									
Address:	$500K-$1M									
	$1M-$4M									
Contact Person:	$4M-$6M							NAICS Codes:		
Phone:	$6M-$13M									
Email:	Above $13M									
Age of Firm:										
Name:	Below $500K									
Address:	$500K-$1M									
	$1M-$4M									
Contact Person:	$4M-$6M							NAICS Codes:		
Phone:	$6M-$13M									
Email:	Above $13M									
Age of Firm:										

ATTACH ADDITIONAL SHEETS AS NECESSARY.

11. DBE Participation: _____ = % Bidder's DBE Participation

12. SBE Participation: _____ = % Bidder's SBE Participation

The undersigned will enter into a formal agreement with the subcontractor(s), subconsultant(s) and/or supplier(s) whose sub-proposal was accepted conditioned upon execution of a Contract with the San Francisco Bay Area Water Emergency Transportation Authority. I certify under penalty of perjury that the information included on this form is accurate and true.

_____	_____
Signature	Date
_____	_____
Name (Print)	Title

HOW TO FILL OUT PRIME CONTRACTOR/CONSULTANT AND SUBCONTRACTOR/SUBCONSULTANT/SUPPLIER REPORT FORM (Form G-1)

Section A: Prime Consultant/Contractor Information:

1. RFP # and Name: Insert name of WETA Request for Proposals (RFP).

2. Offeror's Name: Insert company name.

3. Address: Insert address of company.

4. Phone & Email: Insert phone number and email address of person responsible for filling out information contained in this form.

5. Owner or Contact Person: Insert contact name for the prime contractor.

6. Title: Insert title of person listed in #5.

7. Prime Consultant/Contractor NAICS Codes: List the North American Industry Classification System Code(s) for work performed by the Prime. Codes can be found at www.census.gov/naics.

8. Is your firm a Small Business Enterprise (SBE)?: Indicate, by checkmark, if your firm is a Small Business Enterprise as defined in the attached description of WETA's SBE Program Eligibility. Please see instructions for Section B #7, below, for SBE Certifications accepted by WETA.

9. If your firm is a DBE or SBE list certification type or No. and Certifying Agency: For DBE firms list the certification number provided by the California Unified Certification Program and the certifying agency. For SBE firms please list the type of certification (e.g. SMBE, SWBE, SB, MB, SBA, SBE/MBE/WBE) and the certifying agency. Please see the description of WETA's Small Business Enterprise Program Eligibility on the following pages for SBE Certifications accepted by WETA.

10. If your firm is an SBE, read and fill out, if applicable, the SBE Affidavit of Size form included in this RFP and attach a copy of your firm's certification.

11. Age of your firm: Provide the number of years your firm has been in business.

12. Annual Gross Receipts: Indicate, by checkmark, the range of annual gross receipt your firm receives.

Section B: Subcontractor/Subconsultant/Suppliers Information

PLEASE NOTE THE IMPORTANT REQUIREMENTS BELOW:

Offerors MUST provide the following information on ALL subcontractors/subconsultants/ suppliers that provided Offeror a bid, quote, or proposal for work, services or supplies associated with this RFP pursuant to WETA's sub-proposal reporting requirements. This information shall be provided for all sub-proposers regardless of tier for DBEs, SBEs, non-DBEs and non-SBEs. Include all sub-proposal acceptance(s) AND rejection(s).

Attach "Intent to Perform" letter signed by each subcontractor who will perform work should this contract be awarded to the Prime listed above.

1. Insert the name, address, contact person, phone number, email address and age of firm for each subcontractor, subconsultant, or supplier.

2. Annual Gross Receipts: Indicate, by checkmark, the range of the firm's annual gross receipts.

3. Contractor's License No.: If applicable, insert the contractor's license number.

4. Certified DBE (Yes/No): Indicate if the firm is a certified DBE firm accepted by WETA. WETA accepts DBE participation only from firms currently certified in the California Unified Certification Program (CUCP), go to www.californiaucp.org for further information. Do not indicate more than one "Yes" for alternative subcontractors/subconsultants for the same work.

5. Certified SBE (Yes/No): Indicate if the firm is a certified SBE accepted by WETA. Please see WETA's SBE Program Eligibility description on the following pages for more information on certification types accepted and other requirements. A copy of SBE certification and, if applicable, SBE Affidavit of Size must be attached to your submittal.

6. DBE/SBE Certifying Agency: If you marked yes as a Certified DBE or SBE, note which agency your certification letter is from—BART, SFMTA, SamTrans etc.

7. DBE Certification No. & Type / SBE Type: If you marked yes as a Certified DBE, please provide the CUCP Certification Number AND the number corresponding to the type of DBE as follows: 1. African-American, 2. Hispanic, 3. Native American, 4. Asian-Pacific, 5. Asian-Indian, 6. Female-Woman, 7. Other. If you marked yes as a Certified SBE please list the type of certification (e.g. SMBE, SWBE, SB, MB, SBA, SBE/MBE/WBE). Please see the description of WETA's Small Business Enterprise Program Eligibility on the following pages for SBE Certifications accepted by WETA.

8. Describe Work or Type of Materials/Supplies and list NAICS Codes: DBE/SBE participation includes that portion of the work actually performed by a certified DBE/SBE with its own forces. For example, for DBE supplier, count 60% of the costs of materials and supplies. List the North American Industry Classification System Code(s) for the work to be performed by the Subcontractor/Subconsultant/Supplier. Codes can be found at www.census.gov/naics.

9. Proposal Accepted (Yes/No): Indicate if the subcontractor/subconsultant/supplier's proposal has been accepted. If yes, please attach "Intent to Perform" letter signed by each subcontractor who will perform work should this contract be awarded to the Prime listed above.

10. Percentage of Contract Participation: Insert the percentage of the prime contract participation for each subcontract. Prime consultant/contractor understands that the percentage of contract participation from DBE or SBE firms listed on this form is a firm commitment and will become a condition of the contract should it be awarded.

11. DBE Participation: Insert the sum of column 10 for each DBE listed.

12. SBE Participation: Insert the sum of column 10 for each SBE listed.

Use additional sheets if necessary. If there are no subcontractors proposed, Section B will remain blank.

[End of Form]

FORM G-2

SMALL BUSINESS ENTERPRISE AFFIDAVIT OF SIZE

- SMBE/SWBE Certification by a state other than California, provided that your firm's average annual gross receipts fall below the SBA industry-specific size cap and in no case exceed $45 million.
- SB Certification by the California Department of General Services (DGS), provided that your firm's average annual gross receipts fall below the SBA industry-specific size cap and in no case exceed $18 million.
- SBA 8(a) Certification by the Small Business Administration provided that your firm's average annual gross receipts fall below the SBA industry-specific size cap and in no case exceed $45 million.
- SBE/MBE/WBE Certification by any California county or local government-certifying agency or out-of-state government-certifying agency, provided that your firm's average annual gross receipts fall below the SBA industry-specific size cap and in no case exceed $45 million.

I HEREBY DECLARE AND AFFIRM that I am the _____(Title)

and duly authorized representative of _____
(Name of Firm)

whose address is _____

and whose phone number is _____

I HEREBY DECLARE AND AFFIRM that the firm is a Small Business Enterprise (SBE) in accordance with the San Francisco Bay Area Water Emergency Transportation Authority (WETA) standards as defined in its Diversity Program for Contracts. The firm is certified as of the date that the WETA receives the bid/proposal for:

_____ ((RFP Name)

and I will provide the certification to document this fact with this enclosure.

[End of Form]

FORM G-3

DESCRIPTION OF THE SELECTION PROCESS
SUBCONTRACTOR/ SUBCONSULTANT/SUPPLIER

Offeror's Name: _____

RFP# and Name: _____

Address: _____

Is your firm a Disadvantaged Business Enterprise? ☐ Yes ☐ No

Owner of Contact Person: _____

Phone: ( ) _____ Fax: ( ) _____

Instructions:
This form documents the Offeror's DBE-neutral efforts to solicit and engage small business enterprises (SBEs) in accordance with WETA's Small Business Element of its Disadvantaged Business Enterprise (DBE) Program. SBEs are "small business concerns" as defined in 49 C.F.R. §26.5. Offeror MUST provide the following information on ALL subcontractors/subconsultants/
suppliers that provided Offeror a bid, quote, or proposal for Work, services or supplies associated with this RFP. This information must be provided for all subcontractors regardless of tier or DBE certification status. Include all subcontractor acceptance(s) AND rejection(s). Signature is required on page three of this form.

Offeror: Provide a narrative description of how the Offeror selected its subcontractors/ subconsultants/suppliers, including the following elements: (Please attach additional sheets as necessary.)

1. Soliciting small businesses, including DBEs, to participate through all reasonable and available means.

   Example: Include attendance at pre-bid meeting, advertisements, written notices and agencies, organizations or groups contacted to provide assistance in contacting, recruiting and using small business concerns.

   _____

   _____

   _____

2. Selecting portions of the Work that are economically feasible for small businesses including DBEs.

Example: List items of Work which the Offeror made available to small business concerns, including, where appropriate, any breaking down of the Contract Work items (including those items normally performed by the Offeror with its own forces) into economically feasible units to facilitate small business participation.

3. Providing adequate information about plans, specifications and requirements in a timely manner to small businesses, including DBEs.

   Example: List dates of written notices soliciting bids from small businesses and the dates and methods used for following up initial solicitations to determine with certainty whether the small businesses were interested.

4. Negotiating in good faith with small business concerns, including DBEs.

5. Not rejecting small business concerns, including DBEs, as unqualified without sound business reasons.

   Example: Explain reasons for rejecting bids from small business concerns and accepting sub-proposals from selected firms.

6. Making efforts to assist small business concerns, including DBEs, in obtaining required bonding, lines of credit, or insurance.

7. Making efforts to assist small business concerns, including DBEs, in obtaining necessary equipment, supplies or materials.

8. Describe any other steps that the Offeror used to select its subcontractors/subconsultants/suppliers.

The undersigned certifies that the above narrative description is true and accurate, and may be relied upon by WETA in evaluating the Offeror's compliance with the RFP requirements.

Signature of Owner or Authorized Representative

Title

Date

[End of Form]

FORM H

LEVINE ACT DISCLOSURE

California Government Code Section 84308 (commonly referred to as the "Levine Act") prohibits any WETA Board Member from participating in any action related to a contract, if he or she receives any political contributions totaling more than $500 from the person or company awarded the contract within the previous twelve months, and for 12 months following the date a final decision concerning the contract has been made. The Levine Act also requires a member of the WETA Board who has received such a contribution to disclose the contribution on the record of the proceeding.

Proposers also are required to disclose such contributions, if any; and are responsible for accessing the links below to review the names of Board members prior to answering the below questions:

WETA Board: https://weta.sanfranciscobayferry.com/about-board

Have you or your company, or any agent on behalf of you or your company, made any political contributions of more than $500 to any WETA Board Member in the 12 months preceding the date of the submission of your proposal(s) or the anticipated date of any Board action related to this contract?

__ YES __ NO. If yes, please identify the Board Member(s):

_____

_____

_____

Do you or your company, or any agency on behalf of you or your company, anticipate or plan to make any political contribution of more than $500 to any WETA Board Member in the 12 months following any Board action related to this contract?

__ YES __ NO. If yes, please identify the Board Member(s):

_____

_____

_____

Answering yes to either of the two questions above does not preclude WETA from awarding a contract to your firm or taking any subsequent action related to the contract. It does, however, preclude the identified Board Member(s) from participating in any actions related to this solicitation and resulting contract(s).

[End of Form]

FORM I

IRAN CONTRACTING CERTIFICATION

Sections 2200 *et seq.* of the California Public Contract Code prohibit a person from submitting a proposal for a contract with a public entity for goods and services of $1,000,000 or more if that person is identified on a list created by the Department of General Services (DGS) pursuant to Section 2203(b) of the California Public Contract Code. The list will include persons providing goods or services of $20,000,000 or more in the energy sector of Iran and financial institutions that extend $20,000,000 or more in credit to a person, for 45 days or more, that will use the credit to provide goods or services in the energy sector in Iran. DGS is required to provide notification to each person that it intends to include on the list at least 90 days before adding the person to the list.

In accordance with Section 2204 of the California Public Contract Code, the undersigned hereby certifies that:

☐ It is not identified on a list created pursuant to Section 2203(b) of the California Public Contract Code as a person engaging in investment activities in Iran described in Section 2202.5(a), or as a person described in Section 2202.5(b), as applicable; or

☐ It is on such a list but has received permission pursuant to Section 2203(c) or (d) to submit a proposal in response to RFP.

Note: Providing a false certification may result in civil penalties and sanctions.

[*INSERT NAME OF OFFEROR*] _____

_____

Print Name: _____

Title: _____

Date: _____

[End of Form]

FORM J

INDUSTRIAL SAFETY RECORD
FOR MAJOR PARTICIPANTS

OFFEROR'S NAME: [*INSERT OFFEROR NAME*] _____

NAME OF TEAM MEMBER: [*INSERT TEAM MEMBER NAME*] _____

ROLE OF ENTITY ON OFFEROR TEAM (check one): ☐ Offeror; ☐ Other Major Participant.

This form shall be filled out separately and provided for each Major Participant of Offeror's team that has undertaken work in the United States and will perform or supervise Work, and including information for any entity affiliated with such team member that has undertaken work in the United States. Information must be provided with regard to all construction work undertaken in the United States (including the State of California) by the entity, with separate statistics relative to the State of California. For Offeror team members that are members of joint ventures, information as to the joint venture shall be provided as though 100% of the results were for the listed participant. Offeror may be requested to submit additional information or explanation of data which WETA may require for evaluating the safety record.

For purposes of this form, the term "affiliated" means parent companies at any tier, subsidiary companies at any tier, entities under common ownership, joint ventures and partnerships involving such entities (but only as to activities of joint ventures and partnerships involving any Major Participant as a joint venturer or partner and not to activities of other joint venturers or partners not involving the any Major Participant), and other financially liable or responsible parties for the entity, that within the past five years (measured from the date of issuance of the RFP) have engaged in business or investment in the United States. The information sought for affiliates is limited to the projects and matters that have occurred within the past five years in the United States.

	2023	2024	2025	AVERAGE
1) Total Hours Worked (in thousands) Nationwide: California:				
2) Number of fatalities:* Nationwide: California:				
3) Number of lost workdays:* Nationwide: California:				
4) Number of lost workdays* cases: Nationwide: California:				
5) Number of injury/illness* cases: Nationwide: California:				
6) Number of days of* restricted work activity due to injury/illness: Nationwide: California:				
7) Incidence Rate** Lost Workday Cases Nationwide: California: Days Lost Nationwide: California:				
8) Worker's Compensation Experience Modifier Nationwide: California:				

* The information required for these items is the same as required for columns 3 to 6, Code 10, Log and Summary of Occupational Injuries and Illnesses, OSHA Form 200.

** Incidence Rate = No. Injuries (Cases) x 200,000 / Total Hours Worked

Is the team member a party to an alternative dispute resolution system as provided for in Labor Code § 3201.5?

Yes____ No ___

For the Offeror only: Please attach a summary of the Offeror's worker safety program, which shall include a description of how the Offeror will provide protection to prevent damage, injury, or loss to employees of the Offeror and its subcontractors and other persons who are on the Project site and will minimize lost or restricted workdays due to injuries.

The above information was compiled from the records that are available to me at this time and I declare under penalty of perjury under the laws of the State of California that the information is true and accurate within the limitation of those records.

Name of Company (Print)	(Signature)
(Address)	(Title)
City	State Zip
	(Telephone Number)

(or international address, if applicable)

[End of Form]

FORM K

PRICE PROPOSAL FORMS

Instructions for completing Price Proposal Forms K-1 and K-2:

1. General Conditions (Line Item A) (Preliminary Schedule of Values Line A1 - A8.2) shall be the lump sum total of Offeror's bid for the General Conditions. Preliminary Schedule of Values Line A4 Design and Submittals - Except as included elsewhere on Form L, this amount shall cover all contractors allowable costs from Design Phase notice to Proceed to Construction Phase Notice to Proceed including but not limited to the labor, materials, equipment, supplies, overhead and profit that are required to perform research, site investigations, drafting, design review meetings, design submissions and any other activities required to provide complete plans and specifications acceptable to WETA and necessary for successful construction. This line item shall also include the sum of all general requirement costs as outlined in the RFP and Form K-2, Preliminary Schedule of Values.
2. Construction (Line Items B-F) (Preliminary Schedule of Values Line B9 – F47) shall be the lump sum total of Offeror's bid for all remaining activities required to complete the contract work. Costs shall include but not be limited to labor, materials, equipment, permits, supplies overhead, profit, mobilization and other expenses required to complete the project construction per the Contract Documents including any anticipated warranty, maintenance or other costs which may be contractually incurred following project acceptance by Owner.
3. Daily Extended Overhead Rate, Info Item A, is defined in Section 00 72 00. The Price entered for this item will be included in the Total Contract Price for purposes of Price Proposal evaluation however, payment under this line item will only be made if applicable conditions described in Article 8 of the General Conditions (Section 00 72 00) are met. Should that occur, the amount entered may be audited per Article 6 paragraph 6.8.4.5 of the General Conditions (Section 00 72 00) and if warranted, the amount may, at WETA's sole discretion, be renegotiated with the Design-Builder.
4. Total for Construction is the sum of lines B-F.
5. Total Contract Price is the sum of the values from lines A-F. This is the value that will be used to evaluate price proposals per Paragraph 3 of Section 00 21 16 – Instruction To Offerors.
6. In the event of any error or discrepancy between the Unit Price and the calculated Total Price, the Unit Price shall govern.
7. Prices provided shall be inclusive of all direct and indirect costs of the covered work including direct costs of subcontractors, suppliers, vendors and materialmen, plus a proportionate share of the costs for general requirements, overhead, insurance, applicable taxes and any other indirect costs and profit.
8. **Unbalanced Proposals**: Offerors are strongly discouraged from submitting unbalanced Price Proposals. As used herein, "Unbalanced Price Proposal" means any Price proposal that does not include a reasonably proportionate allocation of indirect costs and profit to each item indicated in the form.

SAN FRANCISCO BAY AREA WATER EMERGENCY TRANSPORTATION AUTHORITY
Vallejo Ferry Terminal Reconfiguration Project, Vallejo, CA
PRICE PROPOSAL FORM K-1
of

Offeror: _____

Address: _____

fferors Please Note: Before preparing the Price Proposal, carefully read the Contract Documents.

he Offeror shall insert a unit or lump sum Price in figures opposite each pay item for which an estimated quantity ppears in the Price Proposal. The Offeror shall add the items together and enter the Total Price in the space provided. reakdown of unit and lump sum Prices shall be based on Preliminary Schedule of Values. If there is a discrepancy etween a unit Price and extended line item Price, the unit Price shall control. WETA reserves the right to correct any ath errors apparent on the face of the Price Proposal.

he basis for the Award will be determined by the criteria and methodology set forth in the Instructions to Offerors.

he undersigned hereby agrees that WETA may rely on the information provided in this Price Proposal as being factual nd correct. The undersigned acknowledges this Price Proposal will be incorporated into the final Contract Documents. he undersigned acknowledges receipt of the following Addenda to the drawings and/or specifications (give number and ate of each).

Addenda	Date	Addenda	Date

Pay Item	Pay Item Description	Pay Unit	Quantity	Unit Price	Price Amount
A	General Requirements (Preliminary Schedule of Values Items #1-8)	LS	1		
B	Mobilization & Demobilization (Preliminary Schedule of Values Items #9)	LS	1		
C	WETA Standard Float - Coordination & Handling (Preliminary Schedule of Values #10-12)	LS	1		
D	Temporary Landing Site Work (Preliminary Schedule of Values #13-22)	LS	1		
E	Fixed Approach & Gangway(Preliminary Schedule of Values #23-40)	LS	1		
F	Temporary Landing Site Work (Preliminary Schedule of Values #41-47)	LS	1		
			Total for Construction (Lines B-F)		
			Total Contract Price (Lines A-F)		
Informational Prices - This information will not be used as part of the selection criteria or have any value on scoring. This information may be used after the Contract is awarded for negotiation of price adjustments and Change Orders or during the settlement of disputes and claims.					
		Pay Unit	Quantity	Unit Price	Price Amount
Info A	Daily Extended Overhead Rate	EA	1		

Offeror affirms that the Total Contract Price above represents the entire cost to WETA to complete the Work in accordance with the Contract Documents, and that no claim shall be made on account of any increase in costs for labor, materials, tools, equipment, services, Subcontractors, Suppliers, taxes, insurance, shipment, delivery, overhead, profit or any other rates necessary to perform the Work in accordance with the Contract Documents.

Undersigned acknowledges that its Total Contract Price shall remain firm and binding for a period of 180 calendar days from the date the Proposals are due.

Undersigned has read the foregoing proposal and has full authority to enter into contracts on behalf of the Offeror, and hereby agrees to the conditions stated therein by affixing its signature below:

_____ _____

Signature Title

_____

Printed Name

SAN FRANCISCO BAY AREA WATER EMERGENCY TRANSPORTATION AUTHORITY
Vallejo Ferry Terminal Reconfiguration Project, Vallejo, CA
PRICE PROPOSAL FORM K-2, Preliminary Schedule of Values
of

Offeror: _____

Address: _____

REV: 2026-09-28

Item #	Description	Quantity	Units	Unit Cost	Amount
A	GENERAL REQUIREMENTS				
1	GENERAL CONDITIONS	1	LS		
2	BONDS & INSURANCE	1	LS		
3	OVERHEAD & PROFIT	1	LS		
4	DESIGN & SUBMITTALS	1	LS		
5	PERMIT SUPPORT & COORDINATION	1	LS		
6	CLOSEOUT ACTIVITIES	1	LS		
7	PREPARE/IMPLEMENT SWPPP	1	LS		
8.1	WARRANTY (1 YEAR)	1	LS		
8.2	WARRANTY (+1 YEAR)	1	LS		
B	MOBILIZATION & DEMOBILIZATION				
9	MOBILIZATION & DEMOBILIZATION	1	LS		
C	WETA STANDARD FLOAT - COORDINATION & HANDLING				
10	COORDINATION WITH FLOAT SUPPLIER	1	LS		
11	RECEIVE & STORE FLOAT	1	LS		
12	FLOAT INSPECTIONS	1	LS		
D	TEMPORARY LANDING SITE WORK				
13	RAILING, PORTAL & GATE MODIFICATIONS - FURNISH & INSTALL	1	LS		
14	TEMPORARY ELECTRICAL & LIGHTING UTILITIES - FURNISH & INSTALL	1	LS		
15	TEMPORARY TELECOMMUNICATION & ETHERNET SYSTEM - FURNISH & INSTALL	1	LS		
16	TEMPORARY PLUMBING SYSTEMS - FURNISH & INSTALL	1	LS		
17	TEMPORARY FIRE SUPPRSSION SYSTEMS - FURNISH & INSTALL	1	LS		
18	TEMPORARY GANGWAY LANDING DOLPHIN STEEL PIPE PILES - FURNISH & INSTALL	1	LS		
19	TEMPORARY GANGWAY LANDING DOLPHIN FRAMING - FURNISH & INSTALL	1	LS		
20	GANGWAY INSTALLATION AT TEMPORARY LANDING	1	LS		
21	FLOAT GUIDE PILES - RETRIEVAL, INSTALLATION & RETURN	1	LS		
22	FLOAT INSTALLATION AT TEMPORARY LANDING	1	LS		
E	FIXED APPROACH & GANGWAY				
23	MARINE DEMOLITION	1	LS		
24	ENTRANCE GATE - FURNISH & INSTALL	1	LS		
25	APPROACH WAY STEEL PIPE PILES - FURNISH & INSTALL	1	LS		
26	GANGWAY DOLPHIN STEEL PIPE PILES - FURNISH & INSTALL	1	LS		
27	APPROACH WAY CONCRETE DOLPHINS - FURNISH & INSTALL	1	LS		
28	GANGWAY CONCRETE DOLPHIN - FURNISH & INSTALL	1	LS		
29	APPROACH RAMP - FURNISH & INSTALL	1	LS		
30	GANGWAY - FURNISH & INSTALL	1	LS		
31	MISC. HARDWARE - FURNISH & INSTALL	1	LS		
32	CANOPY ROOFING - FURNISH & INSTALL	1	LS		
33	CANOPY FRAMING - FURNISH & INSTALL	1	LS		
34	ELECTRICAL & LIGHTING UTILITIES - FURNISH & INSTALL	1	LS		
35	TELECOMMUNICATION & ETHERNET SYSTEM - FURNISH & INSTALL	1	LS		
36	SECURITY & VIDEO MONITORING SYSTEM - FURNISH & INSTALL	1	LS		
37	DOORS & ACCESS SYSTEMS - FURNISH & INSTALL	1	LS		
38	PLUMBING & SEWER SYSTEMS - FURNISH & INSTALL	1	LS		
39	FIRE SUPPRESSION SYSTEMS - FURNISH & INSTALL	1	LS		
40	LANDSIDE ELECTRICAL MODIFICATIONS, INSPECTIONS & TIE-INS	1	LS		
F	WETA STANDARD FLOAT - INSTALLATION				
41	GANGWAY LANDING PLATFORM - FURNISH & INSTALL	1	LS		
42	FLOAT BALLASTING - FURNISH & INSTALL	1	LS		
43	STEEL PIPE FENDER PILES - FURNISH & INSTALL	1	LS		
44	DONUT FENDER SYSTEMS - FURNISH & INSTALL	1	LS		
45	FLOAT GUIDE STEEL PIPE PILES - FURNISH & INSTALL	1	LS		
46	COMPOSITE FENDER PILES - FURNISH & INSTALL	1	LS		
47	FLOAT INSTALLATION AT PERMANENT LOCATION	1	LS		
	TOTAL CONTRACT PRICE				
	INFORMATIONAL PRICES (Not part of selection or scoring)				
Info A	DAILY OVERHEAD RATE (see Section 00 02 00, article 8.C)	1	EA		

Signature _____ Title _____

Printed Name _____

FORM L-1

PAYMENT BOND
(For Reference Only – To Be Completed by Successful Offeror)

KNOW ALL PERSONS BY THESE PRESENTS, that,

WHEREAS THE SAN FRANCISCO BAY AREA WATER EMERGENCY TRANSPORTATION AUTHORITY (herein after referred to as "WETA") and

_____

_____

(herein after referred to as "Principal") have entered into a Contract (Contract) for Vallejo Ferry Terminal Reconfiguration Project and;

WHEREAS, under the terms of said Contract, Principal is required to furnish a bond securing payment of the claims:

NOW, THEREFORE, we, the Principal, and _____ as Surety, are held and firmly bound unto the WTA in the penal sum of **100% of the Contract Price** lawful money of the United States, for the payment of which sum well and truly to be made we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

The condition of this obligation is such that if said Principal or any of its subcontractors fails to pay all just claims for labor performed and materials, equipment, and supplies furnished upon or for the Work under said Contract, whether said labor be performed and said materials, equipment, and supplies be furnished under the original Contract, any Subcontract, or any duly authorized modifications thereto, or amounts due an express trust fund to which a portion of a laborer's total compensation is to be paid pursuant to an applicable employment agreement or a collective bargaining agreement for the provision of benefits, including, but not limited to, employer payments described in Section 1773.1 of the Labor Code, if applicable and regulations thereunder, or amounts due under the Unemployment Insurance Code, to the extent applicable with respect to Work or labor performed under the Contract, or for any amounts required to be deducted, withheld, and paid over to the California Employment Development Department, or any similar Regulatory Body in the state in which the Work or any portion thereof is performed, from the wages of employees of the Principal or its Subcontractors pursuant to Section 13020 of the California Unemployment Insurance Code (or any similar provision of applicable state law in the state in which the Work or any portion thereof is performed), with respect to such Work and labor, the Surety will pay for the same and also will pay, in case 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, to be fixed by the Court.

Upon WETA's issuance of Final Acceptance of the Work, the above obligations may be reduced to the amount of 10% of the Contract Price until the expiration of all warranties and settlement of all outstanding warranty claims.

This bond will inure to the benefit of any of the persons providing labor, materials, equipment and supplies, and any express trust fund meeting the requirements above, so as to give a right of action to such persons or their assigns if any suit is brought upon this bond.

The liability of the Principal and Surety hereunder is governed by the laws of the State of California.

The Surety 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 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 Contract or to the Work or to the Specifications.

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 body being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

NOTE: To be considered complete, both the Principal and Surety must sign this Payment Bond. In addition, the Surety's signature must be notarized and a copy of the Surety's Power of Attorney must be attached.

Principal: _____

By: _____

By: _____

Surety: _____

Address: _____

_____

By: _____

By: _____

FORM L-2

PERFORMANCE BOND
(For Reference Only – To Be Completed by Successful Offeror)

KNOW ALL PERSONS BY THESE PRESENTS, that,
WHEREAS THE SAN FRANCISCO BAY AREA WATER EMERGENCY TRANSPORTATION AUTHORITY (herein after referred to as "WETA") has entered into a Contract with

_____

(herein after referred to as "Principal") for Vallejo Ferry Terminal Reconfiguration Project (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 Principal, and _____ , as Surety, are held and firmly bound unto WETA in the penal sum of _____ **dollars, $_____ (100% of the Contract Price)** for the payment of which sum, well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that if the above bounded Principal shall in all things stand to and abide by and well and truly keep and perform the covenants, conditions and agreements in the said Contract and any alteration thereof made as therein provided, on his 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, as therein stipulated, then this obligation shall become null and void; otherwise it shall be and remain in full force and virtue.

And 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 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 contract or to the Work or to the Specifications.

Upon WETA's issuance of Final Acceptance of the Work, the above obligations may be reduced to the amount of 10% of the Contract Price until the expiration of all warranties and settlement of all outstanding warranty claims.

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

1. Undertake through its agents or independent contractors, reasonably acceptable to Authority, to complete the Agreement in accordance with its terms and conditions and to pay and perform all obligations of Principal under the Agreement including, without limitation, all obligations with respect to indemnities; but, in any event, Surety's total obligations hereunder shall not exceed the amount set forth in the third paragraph hereof; or

2. Reimburse the Authority for all costs the Authority incurs to perform all obligations of Principal under the Agreement including, correction, repair, or replacement of any defects in

materials or workmanship provided by Principal; but, in any event, Surety's total obligations hereunder shall not exceed the amount set forth in the third paragraph hereof.

Surety's obligations hereunder are independent of the obligations of any other surety for the performance of the Agreement, 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 Authority's rights against the others. Surety may not use Contractor to complete the Agreement absent Authority's written consent.

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

Surety may join in any proceedings brought under the Agreement and shall be bound by any judgment.

Correspondence or claims relating to this bond shall be sent to Surety at the address set forth below.

In the event that WETA, or its successors or assigns, shall be the prevailing party in an action brought upon this bond, then, in addition to the penal sum hereinabove specified, we agree to pay WETA, or its successors or assigns, a reasonable sum on account of attorney's fees in such action, which sum shall be fixed by the court.

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.

NOTE:
To be considered complete, both the Principal and Surety must sign this Performance Bond. In addition, the Surety's signature must be notarized and a copy of the Surety's Power of Attorney must be attached.

Principal: _____

By: _____

By: _____

Surety: _____

Address: _____

_____

By: _____

By: _____

FORM M

REFERENCE FORM

Offeror must provide references to the most recent projects on which Offeror has performed work of similar nature, size, and complexity to the work specified in the Contract Documents; and the names, addresses, and phone numbers of the contracting agencies. Pursuant to Appendix C of the Instructions to Offerors, Offeror and each Major Participant must submit, with their Technical Proposals, a copy of this Reference Form for the Offeror and each of its Other Major Participants.

Reference for Prospective Design Build Contractor (Offeror) or Other Major Participant:

_____
(Printed name of Prospective Design-Build Contractor (Offeror) for which reference is provided)

Are the project Name, Scope and Dates provided on the cover sheet accurate. ☐ Yes ☐ No
If not, please provide the correct information
Project Name:
Project Scope & Value:
Approximate dates of the contractor's performance: From _____ To _____

Would you want to use this contractor again if given the opportunity? ☐ Yes ☐ No

Please circle the appropriate completion to the following

	On the provided 1 to 10 scale, this contractor's _____	Was Completely Unsatisfactory				Met Expectations					Far Exceeded Expectations
1	Overall performance	1	2	3	4	5	6	7	8	9	10
2	Ability to meet schedule requirements	1	2	3	4	5	6	7	8	9	10
3	Ability to meet cost requirements	1	2	3	4	5	6	7	8	9	10
4	Attitude toward safety	1	2	3	4	5	6	7	8	9	10
5	Communication of progress	1	2	3	4	5	6	7	8	9	10
6	Communication of problems and issues	1	2	3	4	5	6	7	8	9	10
7	Collaboration to resolve change orders, claims, issues and other problems	1	2	3	4	5	6	7	8	9	10
8	Attitude toward public and regulatory agency concerns and questions	1	2	3	4	5	6	7	8	9	10
9	Performance during project close out	1	2	3	4	5	6	7	8	9	10
10	Management of Subcontractors	1	2	3	4	5	6	7	8	9	10
11	Ability to prevent impacts on adjacent areas	1	2	3	4	5	6	7	8	9	10
12	Technical competence	1	2	3	4	5	6	7	8	9	10

Additional comments: _____
_____
_____
_____
_____

_____
Reference Form Completed By: (Print Name) Contact phone number

_____
Date

FORM N

ORGANIZATIONAL CONFLICT OF INTEREST DISCLOSURE

The undersigned hereby certifies as follows:

1. _____ ("Offeror") is aware organizational conflicts of interest are created by circumstances arising out of consultants' or contractors' existing or past activities, business or financial interests, familial relationships, contractual relationships, or organizational structure (e.g., parent entities, subsidiaries, affiliates) that result in: (i) impairment or potential impairment of consultants' or contractors' ability to render impartial assistance or advice to WETA, (ii) impairment or potential impairment of consultants' or contractors' objectivity in performing work for WETA, (iii) an unfair competitive advantage for any Offeror with respect to WETA's procurement (including, but not limited to, through access to nonpublic information or assisting WETA in the preparation of the RFP or the design-build contract), or (iv) a perception or appearance of impropriety or unfair competitive advantage with respect to any of WETA's procurements or contracts (irrespective of whether such perception is accurate).

2. Offeror is aware that organizational conflicts of interest may exist in the following circumstances: a) An Offeror is WETA's general engineering or architectural consultant for the design-build project. However, a sub-consultant of the general engineering or architectural consultant that has not yet performed work on the contract to provide services for the design-build project may participate as an Offeror or join a design-build team if the Offeror terminates the agreement to provide work and provides no work for WETA's general engineering or architectural consultant on the design-build project. b) An Offeror has assisted or is assisting WETA in the management of the design-build project, including the preparation of the request for proposals, evaluation criteria, or any other aspect of the procurement. c) An Offeror has conducted preliminary design services for the design-build project such as conceptual layouts, preliminary design, or preparation of bridging documents. d) An Offeror performed design work related to the design-build project for other stakeholders in the design-build project. e) An Offeror performed design work on a previous contract that specifically excludes the Offeror from participating as a Offeror or joining any design-build team for the designbuild project. f) An Offeror is under contract with any other entity or stakeholder to perform oversight of the design-build project. g) Any circumstances that would violate California Government Code Section 1090, et seq. (Contractual conflicts).

3. A diligent search of the relationships and interests of Offeror, its officers, employees, and agents, has been conducted to determine whether any organizational conflict of interest may exist relating to or resulting from the Project or any contract that may be entered as a result of this RFP. (Mark one, below, with an "x")

   - ☐ No organizational conflict of interests or a potential organizational conflict of interests exist.
   - ☐ Offeror, its officers, employees, and agents have identified one or more organizational conflict of interest, or a potential organizational conflict of interest. A description of each actual or potential organizational conflict of interest, and measures to avoid, neutralize, or mitigate the actual or potential organizational conflict of interest is attached.

4. If an organizational conflict of interest, or a potential organizational conflict of interest, is discovered at any time in the future Offeror, will submit an updated Organizational Conflicts of Interest Disclosure, notifying WETA of the existence and nature of the conflict, or potential conflict, within three (3) Working Days following the discovery of the actual or potential organizational conflict of interest.

Signature: _____

Printed Name: _____

Title: _____

Failure of any identified team member to complete this form may result in the entire Offeror team being determined ineligible for award.

[End of Form]

FORM O

SKILLED AND TRAINED WORKFORCE CERTIFICATION

Certificate of Compliance with Public Contract Code Sections 22164 and 2600-2603

Offeror hereby certifies that if awarded a contract for this Project it, and all of its subcontractors at every tier, will use a skilled and trained workforce for all work on the Project that falls within an Apprenticeable Occupation in the building and construction trades. (See Public Contract Code sections 22164 and 2600-2603.) The Offeror further certifies that it will comply with all requirements related to providing a skilled and trained workforce, pursuant to Public Contract Code sections 2600-2603, including but not limited to the requirement to submit monthly reports to the Owner.

Name: _____

Title: _____

Signature: _____

Date: _____

[End of Form]

FORM P

CERTIFICATION FOR FEDERAL TAX LIABILITY AND RECENT FELONY CONVICTIONS

The undersigned certifies that Offeror:

(1) Does not have any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and

(2) Has not been convicted of a felony criminal violation under any Federal law within the preceding 24 months.

The selected Offeror will flow this requirement down to subcontractors and vendors at all lower tiers.

Date: _____

Signature: _____

Name: _____

Title: _____

Company: _____

[End of Form]