

DOCUMENT 000101

TRI-CITY HEALTHCARE DISTRICT

DESIGN/BUILD REQUEST FOR PROPOSAL

FOR THE

MEDICAL CENTER CAMPUS PROJECT

PROJECT MANUAL

TRI-CITY HEALTHCARE DISTRICT

**4002 VISTA WAY
OCEANSIDE, CALIFORNIA**

**DBE RFP
Tuesday, September 26, 2017**

DOCUMENT 000110

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PROJECT MANUAL

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REQUEST FOR PROPOSALS

The TRI-CITY HEALTHCARE DISTRICT (“District”) will receive competitive sealed Proposals from prequalified Bidders (“Bidders”) for the following public work:

MEDICAL CENTER CAMPUS PROJECT

1. **RECEIPT OF PROPOSALS FROM BIDDERS.** Sealed Proposals must be submitted to the District at the office of TCMC Facilities, see paragraph 2.1 below, on **November 16, 2017**. Proposals shall be due by **2:00 pm**, as determined by the Receptionist’s date stamp at the TCMC Facilities office. District may reject all Proposals received after the specified time and may return such Proposals to Bidders unopened. Bidders must submit Proposals in accordance with this Document 002100 (Request for Proposals).
 - 1.1 Only Bidders who prequalified pursuant to the process described in the document entitled “Request for Prequalification Submittals from Design-Build Entities for the Tri-City Healthcare District Medical Center Campus,” dated June 2017, and any amendments, modifications or supplements thereto (the “Prequalification Information”), are eligible to submit Proposals.

2. **CONTACT INFORMATION.** All inquiries and requests for information shall be addressed in writing (e-mail acceptable) to both of the following:
 - 2.1 District’s Construction Manager:

Marc Howell
Vanir Construction Management, Inc.
Email: marc.howell@vanir.com
Phone: 949-610-5111

 - 2.2 District’s Director of Facilities

Chris Miechowski
Tri-City Medical Center
4002 Vista Way, Facilities Office
Oceanside, CA 92056
Email: meichowskicj@tcmc.com

3. **DETERMINATION OF BEST VALUE.** Pursuant to Public Contract Code §§ 22160 et seq., if a Contract is to be awarded, the District will award the Contract to the qualifying Bidder whose Proposal is determined to provide the Best Value to the District for the Project.
 - 3.1 The District reserves the right to deem non-responsive any Proposal which does not address and respond to all of the requirements of the Contract Documents including, but not limited to, substantial conformance with the Criteria Documents.

 - 3.2 The qualifying Bidder with the most points will be awarded the Contract as provided in this Document 002100 (Request for Proposals). Best Value is a value determined by the criteria and evaluation specified in Article 19 (Evaluation Factors) below.

4. **SCOPE AND NEEDS OF THE PROJECT.** The District is inviting design-build Proposals from prequalified Bidders for the design and construction of its Medical Center Campus Project. The scope and needs of the Project include the design and construction of the District's total proposed program, which includes but is not limited to a new four-story acute care tower, expansion of the existing central plant, and other improvements, some of which will be permitted by the Office of Statewide Health and Planning Development ("OSHPD") and licensed by the Department of Health Services.

The Project has been organized into multiple Phases to facilitate the approval process and Project phasing as described below, and Notice to Proceed will be issued on a phased basis as funding is made available. Reference Criteria Documents – Volume One for phasing.

- 4.1 Reference Criteria Documents – Volume for summary of work and deliverables set forth more completely the Project information necessary to describe the District's requirements.
- 4.2 Bidders are hereby notified that, notwithstanding any other provision in this Document 002100 (Request for Proposals), the floor plan general arrangement, stacking, and adjacency relationships described in the Criteria Documents must be utilized.
5. **PROJECT BUDGET; GUARANTEED MAXIMUM PRICE.** The Project Design and Construction Budget includes all costs related to accomplishing the Project. The estimated Project Design and Construction Budget is \$135,000,000 - \$145,000,000.
 - 5.1 The design and construction of the Project shall be completed within a Guaranteed Maximum Price ("GMP") consistent with the Project Design and Construction Budget set forth above. The GMP includes all costs that are within the control of the successful Bidder including design, project management, construction, warranty, insurance, project closeout, overhead, general conditions, bonds, and other soft costs. Design and construction of the Project within the Project Design and Construction Budget is critical, and the GMP ultimately agreed upon by the District and the successful Bidder shall not exceed the Project Design and Construction Budget. The GMP is not to be construed as a stipulated sum, subject to change, but rather a true guaranteed not-to-exceed maximum cost.
 - 5.2 As described in Article 19, Bidders are required to describe in their Proposal the anticipated price for all fees and charges for the various components of the Project. The Bidders shall provide such pricing information using the Price Proposal Form, Document 004250. This price information should include all requested information for the District to understand how the Bidder establishes an estimated preliminary guaranteed maximum price range for the Project using the design-build delivery method, including contingencies and allowances.
 - 5.3 Upon completion of the Design Phases for the Project and upon final OSHPD approval of the plans, if the District proceeds with construction of the Project, the successful Bidder will be required to provide a fixed, final guaranteed maximum price for the Project as described in Document 005200 (Agreement).
6. **UPDATING INFORMATION SUBMITTED IN PREQUALIFICATION PROCESS.** As indicated in Article 7 (Certification Regarding Material Changes) of Document 004540 (Bidder Certifications), each Bidder shall either certify that (a) all information in, and provided with, the Prequalification Questionnaire it submitted to District remains true and correct in all material

respects as of the date of submitting Proposals, or (b) if there have been any material changes thereto, such material changes are reflected on a Bidder's Material Changes List, submitted to the District in writing.

7. **REQUIRED TECHNICAL PROPOSAL AND SUBCONSULTANT/SUBCONTRACTOR PROCUREMENT PLAN.** Each Bidder shall submit a Technical Proposal satisfying all requirements of this Document 002100 (Request for Proposals). Each Bidder's Technical Proposal shall respond to and include, among other things all relevant information necessary to address the Bidder evaluation factors specified in Article 19 (Evaluation Factors) below.

7.1 The Technical Proposal shall be submitted in a 3-ring notebook(s) with a tab for each of the Bidder evaluation categories.

7.2 The required Technical Proposal and Sub consultant/Subcontractor Procurement Plan must be submitted in sufficient detail to demonstrate a high degree of fidelity to the Criteria and Contract Documents and clearly enumerate and describe elements of the Criteria and/or Contract Documents that Bidder excludes or proposes to modify.

8. **REQUIRED NON-COLLUSION DECLARATION.** Bidders must submit Document 004520 (Non-Collusion Declaration) with their Proposal. No Bidder may make or file or be interested in more than one Proposal for the same supplies, services or both.

9. **REQUIRED BIDDER CERTIFICATIONS.** Bidders must submit Document 004540 (Bidder Certifications) with their Proposal. District will reject as non-responsive any Proposal submitted without the Bidder Certifications.

10. **ELECTRONIC DOCUMENTS.**

10.1 District will, in its sole discretion, and solely as a convenience to Bidders, elect to provide this RFP and/or any other Contract Documents and/or other information via online electronic forms ("Electronic Copy").

10.2 Bidders are advised to check all electronic media for computer viruses before loading any files therefrom. Bidders are fully responsible for intercepting and disabling viruses, if any, that may be inadvertently transmitted with an Electronic Copy. Also, files distributed electronically are subject to data erosion, erasure and/or alteration, and computer systems and software become obsolete in time (together, "Data Erosion"). By taking any step to open or otherwise use any electronic file, each Bidder acknowledges these risks and releases District, and its officers, employees, consultants, representatives, and agents harmless from and against all claims of any type or nature arising from or relating to any virus inadvertently transmitted or any Data Erosion. In addition, the composition of electronic files and the adjuncts to them were created for the use and convenience of the District, and may not be compatible with other users. Bidders acknowledge that Electronic Copies may not match Hardcopies, and that it is the responsibility of the Bidders to adapt Electronic Copies for their own use.

11. **PROPOSAL-RELATED CONFERENCES.**

11.1 Mandatory Pre-Proposal Conferences. District will conduct one (1) mandatory Pre-Proposal Conferences and Site Visit. A representative from the proposing General Contractor and Lead Architect must be present at the Pre-Proposal Conference and Site Visit. Other members of the Bidder's team may attend as the Bidder requires. The

proposed time and location listed below is subject to change. In response to questions arising at the Pre-Proposal Conferences, the District will transmit to all prequalified Bidders any Addenda the District in its discretion considers necessary, see Article 15 below. District will issue Minutes of the Pre-Proposal Conference and Site Visit, which shall constitute the sole and exclusive record and statement of the results of the Pre-Proposal Conferences and Site Visit. The minutes issued by District are not Contract Documents.

11.1.1 Pre-Proposal Conference and Site Visit (RFP Format Review, Site Planning, Phasing & Logistics): **Tuesday, October 17, 2017 @ (TBD) at the Project Site in Room (TBD).**

11.2 Additional Pre-Proposal Conferences. Additional meetings following the Pre-Proposal Conferences and Site Visits and prior to the submission of Proposals may be scheduled by the District as required. Addenda will be issued as the District deems necessary to address clarifications or comments resulting from Additional Pre-Proposal Conferences.

12. **OTHER REQUIREMENTS PRIOR TO BIDDING.** Submission of a Proposal signifies the Bidder's careful examination of Proposal Documents and complete understanding of the nature, extent, and location of the Work to be performed. Bidders must complete the tasks listed in Article 5 (Design Builder's Representations and Warranties) of Document 005200 (Agreement) as a condition precedent to submitting a Proposal, and submission of a Proposal shall constitute the Bidder's express representation to District that Bidder has fully completed these tasks.

13. **EXISTING CONDITIONS AND RELATED DATA.** Bidders may examine any available existing conditions information by giving District reasonable advance notice. All available drawings, geotechnical reports and hazardous material surveys, as well as any other information supplied regarding existing conditions above ground or below ground will be provided by District as part of the Criteria Documents.

14. **WAGE RATES.** Bidders are required to comply with all applicable prevailing wage requirements and regulations, DIR registration, and labor compliance requirements prescribed by California law. Copies of the general prevailing rates of per diem wages for each craft, classification, or type of worker needed to design and construct the Project, as determined by Director of the State of California Department of Industrial Relations, are available at <https://www.dir.ca.gov/disr> and will be on file at the Office of the District and are deemed included in the Proposal Documents. Upon request, District will make available copies to any interested Bidder.

15. **ADDENDA.** Bidders must direct all questions about the meaning or intent of any documents related to this Documents 002100 (Request for Proposals) to the District in writing. The District will issue by formal written Addendum any interpretations or clarifications it considers necessary in response to such questions. The District will send any Addenda via electronic format (mass email or online) to all prequalified Bidders at the address supplied to the District by the Bidder in its Prequalification Questionnaire. The District will not respond to questions received after **Friday, October 27, 2017**. Only questions answered by formal written Addendum shall be binding on the District; oral responses or any other interpretation or clarification will be without legal effect.

15.1 At the District's discretion, it may also issue Addenda to modify any documents related to this Document 002100.

- 15.2 The Bidder shall acknowledge its receipt of any Addenda in Document 004200 (Proposal Form). Bidders may obtain a complete list of Addenda from the District.
16. **SUBSTITUTIONS.** Proposals shall be based on products and systems specified in the Criteria Documents. Listed materials, products, systems, and equipment are provided as examples of required quality levels. Bidders are encouraged to seek alternative manufacturers for equipment which provides equal or better quality, competitive pricing, or other benefits to the Project. Any preferred equipment manufacturers shall be included as part of the Criteria Documents.
- 16.1 The District is not responsible or liable in any way for a Bidder's damages or claims related, in any way, to that Bidder basing its Proposal on any requested substitution that the District has not approved. Bidder will be held responsible for: (a) all costs and claims arising from any cost or schedule impact resulting from the District's approval of a requested substitution and (b) all costs and claims arising from any cost or schedule impact resulting from any substitution not approved by the District.
- 16.2 Bidders and materials suppliers who submit requests for substitutions prior to the award of the Contract must do so in writing and in accordance with Public Contract Code § 3400. All such requests must comply with the following:
- 16.3 Requests for Substitution. Bidders may submit a Request for Substitution no later than fourteen (14) Days before the date required for Proposal submission. The District reserves the right not to act upon a Request for Substitution until after Proposals have been submitted. Any Request for Substitution shall contain sufficient information, as set forth in in the Criteria Documents, to allow the District to assess the acceptability of the product or system. Insufficient information shall be grounds for rejection of any Request for Substitution.
- 16.3.1 The Addenda described in Article 15 above shall list any approved substitutions.
- 16.3.2 Except as provided for in Document 007200 (General Conditions) and Product Requirements, Bidders may submit a Request for Substitution after the issuance of Direction to Proceed only at the sole discretion of the District.
17. **SUBMISSION OF PROPOSALS.** Each Bidder shall submit its Proposals in one or more sealed envelopes, boxes, or other containers (referred to herein as a "Proposal Package") containing the items listed in this Article 17. Proposal Packages shall be hand delivered to the District's Director of Facilities' receptionist at Tri-City Medical Center facilities' office, see paragraph 2.2 above. Each Proposal Package will be time and dated stamped by Tri-City Medical Center facilities' receptionist upon receipt. All Proposal Packages should be marked as follows:

PROPOSAL FOR TRI-CITY HEALTHCARE DISTRICT
DESIGN/BUILD MEDICAL CENTER CAMPUS PROJECT
Package ___ of ___

- 17.1 Three (3) hard copies of Bidder's Proposal Package and one (1) electronic, scanned copy of the same (on a compact disc or flash drive) shall be submitted to the District as outlined in this section. Bidder's Proposal Package shall be organized as outlined in the Criteria Documents attached to this Document 002100. Bidder's Proposal Package must contain at a minimum the following, fully completed:

Executive Summary: A letter summarizing each element of the Proposal and items which

the Bidder believes will make Bidder's Proposal superior to the Proposals of other anticipated Bidders.

- Proposal Narrative and Supporting Documentation:** The Bidder's Proposal narrative and supporting documentation shall be submitted in accordance with Article 19 below and will be evaluated in accordance with the factors listed in Article 19.
- Proposed Sub consultant/Subcontractor Procurement Plan:** Provide a proposed Sub consultant/Subcontractor Procurement Plan in accordance with this RFP which will ultimately be incorporated in Contract Document 006230 (Sub consultant/Subcontractor Procurement).
- Bidding Documents**
 - Document 004200 (Proposal Form)
 - Document 004250 (Price Proposal Form)
 - Document 004520 (Non-Collusion Declaration)
 - Document 004525 (Iran Contracting Act Certification)
 - Document 004530 (Public Works Contractor Registration Certification)
 - Document 004540 (Bidder Certifications)

18. **PROPOSAL RECEIPT AND EVALUATION.**

- 18.1 Tri-City Medical Center shall time-stamp all Proposals on receipt. Proposal Packages will not be opened publicly and will be held in confidence during the Proposal evaluation period prior to the Contract award. Proposal Packages may become public later as described in Article 24 below.
- 18.2 District will perform a preliminary completeness review to identify any patently defective or non-responsive Proposals. Proposals not meeting the requirements of this Document 002100 (Request for Proposals), will be considered non-responsive. District action on a defective or non-responsive Proposal may include refusal to evaluate the Proposal and elimination of the Bidder from the evaluation process. The District reserves the right to take any action consistent with the requirements of this Document 002100 (Request for Proposals) including, without limitation, requesting additional information after receipt and opening of any Proposal and waiving any inconsequential Proposal defects.
- 18.3 Bidders who submit a non-defective, responsive Proposal will be required to give detailed technical presentations regarding the details of their Proposals to the District's Proposal review team on each Evaluation Factor Category listed in Article 19 below. Following those presentations, the District will perform a detailed technical Proposal review. As a result of that review, the District may elect to reject any Proposal which fails to meet the District's satisfaction.
- 18.4 During the District's technical review period, Bidders must respond in a timely manner to all questions from the District regarding their Proposals.
- 18.5 Bidders will be invited, following the completion of the District's technical review, to present their Proposal to the District, see paragraph 20.3.5 below.
- 18.6 District may reject any Proposal and may waive, to the fullest extent permitted by law, any informalities or minor irregularities therein not involving price, time or changes in

the Work. District also reserves the right, in its discretion, to reject all Proposals and issue a further request for proposals for the Project. Additionally, District reserves the right: (i) to reject any nonconforming, non-responsive, unbalanced, or conditional Proposal, (ii) to request other proposals, and (iii) to reject the Proposal of any Bidder if District believes that for any reason it would not be in the best interest of Project to make an award to that Bidder. For purposes of this paragraph, an “unbalanced Proposal” is one having nominal/low prices for some work items and enhanced prices for other work items.

- 18.7 In evaluating Proposals, District will consider the information provided in the Bidder’s Proposal, the Bidder’s compliance with the prescribed requirements, and such other data as may be requested in this Document 002100 (Request for Proposals), Bidder’s interview, or any other information provided or discovered prior to the Direction to Proceed.
- 18.8 The District may conduct any investigations the District deems necessary to assist it in its evaluation of any Proposal and to establish the Bidder’s responsibility, and that of its proposed subcontractors, suppliers, and other persons and organizations) to perform and furnish the Work in accordance with the Contract Documents and Bidder’s Proposal, to District’s satisfaction, and within the prescribed time. District shall have the right to communicate directly with Bidder’s surety regarding Bidder’s bonds.
- 18.9 District will determine at its sole discretion whether a Proposal is responsive and whether a Bidder is responsible.
- 18.10 The District will resolve any discrepancies between (a) the indicated sum of any column of figures and the correct sum of those figures in favor of the correct sum, and (b) written words and figures, or written words and numerals, in favor of the written words.

19. EVALUATION FACTORS.

- 19.1 The District will evaluate each Proposal based on the Evaluation Factors (“Factors”), as described below. The Factors identified below will all be evaluated on a “points” basis. The Bidder with the maximum points will be recommended for award of the Contract.
- 19.2 The Factors, which shall be evaluated based on numerical points, are as follows:

<u>Number</u>	<u>Evaluation Factor Categories</u>	<u>Maximum Points</u>
1	Qualifications and Experience of Individuals on Project Team	25
2	Pricing Information	15
3	Conformance with Criteria and Contract Documents	20
4	Methodology	10
5	Sub consultant/Subcontractor Procurement and Outreach	10
6	Interview/Presentation	<u>20</u>
	Total	100

- 1. **Qualifications and Experience of Individuals on Project Team (25 points)** Bidders shall submit a narrative, not to exceed six (6) pages, describing the qualifications and experience of the key individuals on their Project team. The narrative should cover the Project team’s design-build experience, public works experience, and the individual team members’

experience working together. Resumes of the Bidder's key Project team members may be included as an appendix and will not count towards the narrative page limit.

Project Management Team - Bidder shall provide resumes and project experience listings for its full project management team, including:

- a. Project Director
- b. Project Manager
- c. Project Superintendent
- d. Project Scheduler
- e. Project Safety Lead
- f. Project QA/QC Lead
- g. Project Accountant
- h. Lead Architect
- i. Lead Structural Engineer
- j. Lead Mechanical Engineer
- k. Lead Plumbing Engineer
- l. Lead Electrical Engineer

Integrated Project Team - Bidder shall provide a narrative, not to exceed two (2) pages, on its goals and plan for achieving an integrated design process for the Project and its team members. Please describe plans for any project charrettes or other integration methods and processes to be implemented. Also, please mention if any of the team members have previously worked together and on which projects (list name, location, date completed, cost, use description and owner names). In addition, describe the approach and extent of involvement of the Bidder's General Contractor and Subcontractors in the design process.

2. **Pricing Information (15 points)** Bidders shall include a completed Proposal Price Form with their Proposal which shall provide pricing described under the following categories:
 - a. Design Phase Services Fee, stated as a lump sum fixed price to design the Project, including but not limited to, all necessary architectural and engineering design services to produce approved design and construction documents (including a breakdown by Phase).
 - b. General Conditions, stated as the monthly cost of general conditions at the Project site during the Design and Construction Phases of the Project (including labor, material, equipment and miscellaneous items used to manage the Project not directly involved with installation of the Project). List all line items on a separate attached sheet.
 - c. Overhead and Profit Percentage (must be stated as a percentage fee as mark-up for home office overhead and profit).
 - d. Insurance and Bond Costs.
 - e. Construction Phase Services, stated as an initial estimate of the Bidder's trade contracts with subcontractors and suppliers (including breakdown by Phase).

Bidders shall also provide a narrative, not to exceed two (2) additional pages, which describes how the Bidder establishes a preliminary and final guaranteed maximum price range for the Project using the design-build delivery method, including contingencies and allowances.

Upon completion of the Design Phase for the Project and upon final OSHPD approval of the plans, if the District proceeds with construction of the Project, the successful Bidder will be required to provide a fixed, final guaranteed maximum price for the Project

3. **Conformance with Criteria and Contract Documents (20 points)** Bidder shall provide a narrative, not to exceed three (3) pages demonstrating Bidder's ability to achieve the greatest conformance with the requirements outlined in the Criteria and Contract Documents. Proposals shall delineate any proposed modifications to or developments to the Criteria and/or Contract Documents. The Form and Agreement and standard Terms and Conditions shall be provided via addendum to the RFP and shall be in draft form. The draft form of standard Terms and Conditions are based on the County of Alameda's Highland Hospital project. The District is willing consider suggested changes to the Agreement and/or standard Terms and Conditions. However, Bidder are advised that the Terms and Conditions will need to conform to Public Contract code section 22160 et seq. and be consistent with those used on other public agency hospital projects (i.e. University of California's standard design build terms and conditions).

Bidders shall also provide additional pages, indicating a building program including gross factors, floor totals and building totals.

4. **Methodology (10 points)** Bidders shall provide a narrative, not to exceed four (4) pages, describing the Bidder's methodology and approach to the design-build process and this particular Project. Describe the technical and managerial approach to the design-build partnership with the District, including but not limited to the Bidder's standard practices and customer service policies for design-build projects. Bidder must take into account the District's goals for the Project and the general functions required of a design-build entity for the Project. In reviewing the Criteria Documents the Bidder is encouraged to identify additional necessary tasks and discuss them in its proposed method to accomplish the work. The narrative shall also include a subsection describing and detailing any proposed innovative methodologies Proposer uses to enhance life-cycle costs and sustainability/energy efficiency of both the design and construction of the Project.
5. **Sub consultant/Subcontractor Procurement and Outreach Plan (10 points)** Bidders shall provide a narrative, not to exceed three (3) pages, describing their approach to implement a transparent, "open book" process for selection of subcontractors on a competitive basis, including but not limited to, bid coordination, bidding, selection of qualified subcontractors, including trade contractors, efforts to incorporate local, small, and minority-owned subcontractors, and Project construction administration. Also, Bidders shall describe its method for compliance with all skilled and trained workforce requirements.

Bidders shall also provide a detailed written description of their proposed local outreach and hiring practices/policies for both subcontractors and other workers, including but not limited to local outreach, disadvantaged business, and diversity policies or procedures. The Bidders are advised that the District through its partnership with the City of Oceanside has placed an emphasis on maximizing the participation of local contractors and workers on the Project. Accordingly, Bidder's proposals should thoroughly address this issue in their RFP response.

Interview / Presentation (20 points) Following the District's technical review of each Proposal, Bidders will be invited to present their Proposals to the District. During the Interview/Presentation, the District will, at its discretion, award up to twenty (20) points based on its determination that a Proposal will provide the Best Value to the District for the design and construction of the Project.

20. **NOTICE OF INTENT TO AWARD; PROPOSAL PROTEST.** If District issues a Notice of Intent to Award, District will use reasonable effort to deliver by mail a copy of thereof to all

Bidders who submitted satisfactory Proposals no later than the first Business Day after issuance, although any delay or failure to do so will not extend the Proposal protest deadline. Any Proposal protest must be submitted in writing to Tri-City Medical Center facilities' office at the address in Article 2 (Contact Information) above, before 2:00 p.m. (with the time determined by the time-stamp procedure described in Article 1 (Receipt of Proposals From Bidders) above of the fifth (5th) Business Day following issuance of the Notice of Intent to Award. Protests must conform to the following:

- 20.1 The initial protest document must contain a complete statement of the specific basis (or bases) for the protest.
 - 20.2 The protest must include the name, address and telephone number of the person representing the protesting party.
 - 20.3 The Bidder filing the protest must transmit a copy of the initial protest document and any attached documentation concurrently to all other parties with a direct financial interest that may be adversely affected by the outcome of the protest. Such parties shall include all other Bidders with satisfactory Proposals.
 - 20.4 The procedure and time limits set forth in this paragraph are mandatory and are a Bidder's sole and exclusive remedy in the event of Proposal protest. A Bidder's failure to comply with these procedures shall constitute a waiver of any right to further pursue its Proposal protest including the filing a Government Code Claim or instituting separate legal proceedings. A Bidder may not rely on a protest submitted by another Bidder, but must timely pursue its own protest.
21. **ANNOUNCEMENT OF AWARD.** If any award is made, District shall publicly announce the award of the Contract by issuing a Notice to Proceed, by posting the same in the Office of the District, and by mailing a copy of the Notice to Proceed to all parties who requested that the District provide such notice. The Notice to Proceed shall include, at a minimum, all of the following: (1) The name of the Bidder to whom the award was made; (2) a written decision supporting the Contract award which states the basis of the award; and (3) the District's second and third ranked Bidders.
22. **POST-DIRECTION TO PROCEED REQUIREMENTS.**
- 22.1 After issuance of Notice to Proceed, the successful Bidder must submit the following documents to District by 5:00 p.m. of the tenth (10th) Day following Bidder's receipt of the Notice to Proceed. Execution of the Contract depends upon approval of these documents:
 - 22.1.1 Document 005200 (Agreement): To be executed by the successful Bidder. Submit three (3) copies, each bearing all required original signatures.
 - 22.1.2 Document 006110 (Construction Performance Bond): To be executed by successful Bidder and its surety, in the amount set forth in Document 006110.
 - 22.1.3 Document 006120 (Construction Labor and Material Payment Bond): To be executed by successful Bidder and its surety, in the amount set forth in Document 006120.

- 22.1.4 Insurance forms, documents, certificates and endorsements required by Document 007320 (Insurance).
- 22.1.5 Any other item specified in the Notice to Proceed.
- 22.2 District shall have the right to confirm the Construction Performance Bond and Construction Labor and Material Payment Bond by communicating directly with the performance bond and payment bond surety proposed by successful Bidder. Bidder's surety must be satisfactory to District. Corporate sureties on these bonds and on bonds accompanying Proposals must be duly admitted to transact surety business in the State of California, as defined in Code of Civil Procedure § 995.120, and listed in the United States Department of the Treasury circular entitled "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies," authorized to do business in the State of California, and acceptable to the District.
23. **FAILURE TO EXECUTE AND DELIVER DOCUMENTS.** If the Bidder to whom the Contract is awarded fails to comply with the requirements of Article 22 (Post-Direction to Proceed Requirements) above, District may, in its sole discretion, deposit the Bidder's surety bond, cashier's check, or certified check for collection and retain the proceeds as liquidated damages for Bidder's failure to enter into the Contract Documents. By submitting a Proposal, Bidder agrees that calculating the damages District may suffer as a result of the Bidder's failure to execute and deliver all required Contract Documents and other required documents should it be awarded the Contract would be extremely difficult and impractical and that the amount of the Bidder's required Proposal security shall be the agreed and presumed amount of District's damages for such a failure by Bidder.
24. **PUBLIC RECORDS ACT REQUESTS.**
- 24.1 Pursuant to the Public Records Act, District will make available to the public after Award of Contract: Bidder's Proposals (to the extent opened), all correspondence and written questions submitted during the Proposal period, all Proposal submissions opened in accordance with the procedures of this Document 002100 (Request for Proposals), and all subsequent Proposal evaluation information. Any submissions not opened will remain sealed and will be returned to the submitting Bidder. Except as otherwise required by law, District will not disclose trade secrets or proprietary financial information submitted that has been designated confidential by Bidder (including but not limited to the Technical Proposal). Any such trade secrets or proprietary financial information that a Bidder believes should be exempted from disclosure must be specifically identified and marked as such by Bidder. Blanket-type identification by designating whole pages or sections shall not be permitted and shall be invalid. The specific information must be clearly identified as such.
- 24.2 Upon a request for records regarding a Proposal, District will notify the Bidder involved within ten (10) days from receipt of the request of a specific time when the records will be made available for inspection. If the Bidder timely identifies any additional proprietary, trade secret, or confidential commercial or financial information that Bidder determines is not subject to public disclosure, and requests District to refuse to comply with the records request, Bidder shall take all appropriate legal action and defend District's refusal to produce the information in all forums; otherwise, District will without restriction make such information available to the extent required by applicable law.

- 24.3 Information disclosed in the Proposal and attendant submissions are the property of District unless Bidder makes specific reference to data that is considered proprietary. Subject to the requirements in the Public Records Act, reasonable efforts will be made to prevent the disclosure of information except on a need-to-know basis during the evaluation process.
25. **COSTS OF PREPARING PROPOSALS.** Bidders are solely responsible for the cost of preparing their Proposals. No stipend or other form of compensation will be provided to Bidders submitting a Proposal in response to this RFP.
26. **DEFINITIONS.** Except as otherwise set forth herein, all abbreviations and definition of terms used in this Document are set forth in this RFP, Contract Requirements and Criteria Documents.

END OF DOCUMENT

DOCUMENT 004200

PROPOSAL FORM

To be submitted by the time and date indicated in Document 002100 (Request for Proposals):

TRI-CITY HEALTHCARE DISTRICT

To: BOARD OF DIRECTORS OF THE TRI-CITY HEALTHCARE DISTRICT

Re: **PROJECT NO.** _____

DESIGN/BUILD SERVICES FOR THE TRI-CITY HEALTHCARE DISTRICT MEDICAL CENTER CAMPUS PROJECT

1. The undersigned Bidder proposes and agrees that, if this Proposal is accepted, Bidder will enter into an agreement with the TRI-CITY HEALTHCARE DISTRICT (“District”) in the form included in the Contract Documents and Document 005200 (Agreement), to perform and furnish all Work specified or indicated in the Contract Documents in accordance with all terms and conditions of the Contract Documents.
2. The Bidder accepts all of the terms and conditions of the Contract Documents. The Bidder accepts all of the terms and conditions of Document 002100 (Request for Proposals) and all Addenda thereto, including without limitation, those dealing with the disposition of Proposal security. This Proposal will remain subject to acceptance for one hundred twenty (120) Days after the Date of Proposal below, unless a greater period is authorized by Document 002100, and may not be withdrawn during that time period. The Bidder will sign and submit the Agreement, bond commitments and other documents required by Document 002100 by the time and in the manner set forth therein.
3. In submitting this Proposal, the Bidder represents that:
 - 3.1 Bidder has examined all of the Contract Documents, and
 - 3.2 Based on that examination, Bidder proposes and agrees to fully perform the Work within the time stated and in strict accordance with the Contract Documents.
4. The undersigned understands that District reserves the right to reject this Proposal, or all proposals, in its sole discretion.
5. If written notice of the acceptance of this Proposal, referred to as the Notice to Proceed, is mailed or delivered to the undersigned Bidder within the time described in paragraph 2 above or at any other time thereafter before it is withdrawn, the undersigned agrees to execute and deliver the documents required by Document 002100 (Request for Proposals) including, but not limited to, Documents 005200 (Agreement), 006110 (Construction Performance Bond), and 006120 (Construction Labor and Material Payment Bond), and insurance certification all within the time and in the manner specified in Document 002100.
6. Notice of Award or request for additional information may be addressed to the undersigned Bidder at the address set forth below.

7. The undersigned Bidder agrees to commence work under the Contract Documents on the date established by Document 007200 (General Conditions) and to complete all work within the time specified in Document 005200 (Agreement).
8. The undersigned Bidder agrees that, in accordance with Document 007200 (General Conditions), liquidated damages for failure to complete all Work under the Contract Documents within the time specified therein shall be as set forth in Document 005200 (Agreement).
9. The names of all persons interested in the foregoing Proposal as principals are:

NOTE: If Bidder or other interested person (including any partner or joint venture of any partnership or joint venture Bidder, respectively) is a corporation, give the legal name of the corporation, the state where incorporated, and the names of the president and secretary thereof; if a partnership, give the name of the firm and the names of all individual partners composing the firm; if Bidder or other interested person is an individual, give Bidder's first and last names in full.

Bidder is a duly licensed Contractor by the State of California, and with license number:
_____.

[Name of Bidder]

By: _____
Title: _____

NOTE: If the Bidder is a corporation, set forth the legal name of the corporation together with the signature of the officer or officers authorized to sign contracts on behalf of the corporation. If the Bidder is a partnership, set forth the name of the firm together with the signature of the partner or partners authorized to sign contracts on behalf of the partnership. By signing this Proposal, all signers represent and warrant that they are authorized to sign this Proposal on behalf of Bidder.

Business Address:

Telephone Number:

Date of Proposal:

END OF DOCUMENT

DOCUMENT 004250

PRICE PROPOSAL FORM

Proposer Company Name:	
<p>I. Design Phase Services Fees A lump sum fixed price for design services to design the Project, including but not limited to, all necessary architectural and engineering design services to produce approved design and construction documents. Include a subtotal break-down by phase below.</p>	\$ _____
Phase 1: Relocation of Loading/Receiving Dock and Materials Management	\$ _____
Phase 2: New Tower & Central Plant	\$ _____
Phase 3: New Main Lobby	\$ _____
<p>II. Construction Phase Services Costs Proposers shall provide proposed price information for all of the following Construction Phase costs to be charged to the District</p>	
<p>General Conditions Price The monthly cost (stated as a not-to-exceed amount) for the Proposer's general conditions at the Site during the Construction Phase of the Project (including labor, material, equipment, and miscellaneous items used to manage the Project not directly involved with installation of the Project. List all line items on separate attached sheet.</p>	\$ _____ / month
<p>Overhead and Profit (Fee) Must be stated as a percentage fee as mark-up for Proposer's home office overhead and profit, including as applicable any markup to be placed on subcontracts awarded by Design Builder.</p>	_____ %
<p>Insurance and Bonding. Proposers shall provide the cost of providing all insurance and bonding required pursuant to the Contract Documents.</p>	\$ _____

Construction Contract Cost Estimate An initial estimate of all trade contracts with subcontractors and suppliers	\$ _____

Proposers are permitted to attach two (2) additional sheets providing a narrative explanation of the proposed pricing for the project, including, but not limited to a more detailed breakdown of all costs included in the above described categories. The narrative shall also provide a detailed description of when and how the Proposer intends to establish both the mutually agreed upon Preliminary and ultimately, the Final Guaranteed Maximum Price as further described in the Agreement and General Conditions.

All final pricing information shall be subject to review and approval by the District. The District reserves the right to negotiate any and/or all of the pricing information requested by this form

END OF DOCUMENT

DOCUMENT 004520

NON-COLLUSION DECLARATION

Public Contract Code § 7106

**NON-COLLUSION DECLARATION TO BE EXECUTED BY BIDDER
AND SUBMITTED WITH THE PROPOSAL**

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].

(Name of Bidder)

(Signature of Principal)

END OF DOCUMENT

DOCUMENT 004525

IRAN CONTRACTING ACT CERTIFICATION

TO BE EXECUTED BY BIDDER AND SUBMITTED WITH THE PROPOSAL

As required by California Public Contract Code Section 2204, the Contractor certifies subject to penalty for perjury that the option checked below relating to the Contractor's status in regard to the Iran Contracting Act of 2010 (Public Contract Code Section 2200 *et seq.*) is true and correct:

- The Contractor is not:
- (1) identified on the current list of person and entities engaged in investment activities in Iran prepared by the California Department of General Services in accordance with subdivision (b) of Public Contract Code Section 2203; or
 - (2) a financial instruction that extends, for 45 days or more, credit in the amount of \$20,000,000 or more to any other person or entity identified on the current list of persons and entities engaging in investment activities in Iran prepared by the California Department of General Services in accordance with subdivision (b) of Public Contract Code Section 2203, if that person or entity uses or will use the credit to provide goods or services in the energy sector in Iran.
- The District has exempted the Contractor from the requirements of the Iran Contracting Act of 2010 after making a public finding that, absent the exemption, the District will be unable to obtain the goods and/or services to be provided pursuant to the Contract.
- The amount of the Contract payable to the Contractor for the Project does not exceed \$1,000,000.

(Name of Bidder)

(Signature of Principal)

(Printed Name of Principal)

(Date)

Note: In accordance with Public Contract Code Section 2205, false certification of this form shall be reported to the California Attorney General and may result in civil penalties equal to the greater of \$250,000 or twice the Contract amount, termination of the Contract and/or ineligibility

END OF DOCUMENT

DOCUMENT 004530

PUBLIC WORKS CONTRACTOR REGISTRATION CERTIFICATION

TO BE EXECUTED BY BIDDER AND SUBMITTED WITH THE PROPOSAL

Pursuant to Labor Code sections 1725.5 and 1771.1, all contractors and subcontractors that wish to bid on, be listed in a bid proposal, or enter into a contract to perform public work must be registered with the Department of Industrial Relations. See <http://www.dir.ca.gov/Public-Works/PublicWorks.html> for additional information.

No bid will be accepted nor any contract entered into without proof of the contractor's and subcontractors' current registration with the Department of Industrial Relations to perform public work.

Bidder hereby certifies that it is aware of the registration requirements set forth in Labor Code sections 1725.5 and 1771.1 and is currently registered as a contractor with the Department of Industrial Relations.

Name of Bidder: _____

DIR Registration Number: _____

Bidder further acknowledges:

1. Bidder shall maintain a current DIR registration for the duration of the project.
2. Bidder shall include the requirements of Labor Code sections 1725.5 and 1771.1 in its contract with subcontractors and ensure that all subcontractors are registered at the time of bid opening and maintain registration status for the duration of the project.
3. Failure to submit this form or comply with any of the above requirements may result in a finding that the bid is non-responsive.

(Name of Bidder)

(Signature of Principal)

(Printed Name and Title of Principal)

(Date)

END OF DOCUMENT

DOCUMENT 004540

BIDDER CERTIFICATIONS

TO BE EXECUTED BY ALL BIDDERS AND SUBMITTED WITH PROPOSAL

The undersigned Bidder certifies to the TRI-CITY HEALTHCARE DISTRICT (“District”), as is set forth in paragraphs 1 through 10 below all under the penalty of perjury that:

1. CERTIFICATE OF NON-DISCRIMINATION.

There will be no discrimination in employment with regard to race, color, religion, gender, sexual orientation, or national origin; that all federal, state, and local laws, regulations, directives, and executive orders regarding non-discrimination in employment will be complied with; and that the principle of equal opportunity in employment will be demonstrated positively and aggressively.

2. STATEMENT OF CONVICTIONS.

No final, un-appealable finding of contempt of court by a Federal Court has been issued against Bidder within the past two years because of failure to comply with an order of a Federal Court or to comply with an order of the National Labor Relations Board.

3. PREVIOUS DISQUALIFICATIONS.

Neither the below indicated Bidder or any of its officers or employees with a proprietary interest in such Bidder has ever been disqualified, removed or otherwise prevented from bidding on, or completing a Federal, State, or local government project because of a violation of law or a safety regulation except as indicated on the separate sheet attached hereto entitled “Previous Disqualifications.” If such exceptions are attached, please explain the circumstances.

4. CERTIFICATION OF WORKER’S COMPENSATION INSURANCE.

I am aware of the provisions of Labor Code § 3700 which requires 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.

5. CERTIFICATION OF ACCEPTABLE SAFETY RECORD.

Bidder’s experience modification rate for the most recent three-year period is an average of 1.00 or less, and its average Total Recordable Injury/Illness rate and average lost work rate for the most recent three-year period does not exceed the applicable statistical standards for its business category or if the Bidder is a party to an alternative dispute resolution system as provided for in Labor Code § 3201.5.

6. CERTIFICATION REGARDING SELECTION PROCESS.

[Please check and/or complete one of the following]

_____ Bidder has no objections or protests to any Design Builder selection procedure, process or requirement, or any other any aspect of the Design Builder selection process, and does not object to any aspect of the Design Builder selection process.

_____ Attached as an appendix to its Proposal consisting of _____ pages, is a detailed description of all of Bidder's objections or protests regarding any aspect of the Bidder selection process. **Bidder must attach an appendix to its Proposal if this item is checked.**

7. **CERTIFICATION REGARDING MATERIAL CHANGES.**

[Please check and/or complete one of the following]

_____ All information Bidder submitted to District in connection with the Pre-Qualification process, including without limitation its Pre-Qualification Questionnaire, and any modifications, amendments or supplements thereto remains true and correct in all material respects as of the date of submitting its Proposal. All financial information Bidder submitted to District in connection with the Pre-Qualification process remains an accurate representation of the financial strength of Bidder and its core Subcontractors and sub consultants.

_____ Except as identified in Bidder's Material Changes List submitted with Bidder's Proposal, submitted as provided in Document 002100 (Request for Proposals), all information Bidder submitted to District in connection with the Pre-Qualification process, including without limitation its Pre-Qualification Questionnaire, and any modifications, amendments or supplements thereto remains true and correct in all material respects as of the date of submitting its Proposal. Except as identified in Bidder's Material Changes List submitted with Bidder's Proposal, submitted as provided in Document 002100 (Request for Proposals), all financial information Bidder submitted to District in connection with the Pre-Qualification process remains an accurate representation of the financial strength of Bidder and its core Subcontractors and sub consultants.

8. **CERTIFICATION REGARDING USE AND OWNERSHIP OF INFORMATION.**

All rights to information developed, disclosed or provided in the undersigned's Proposal and the attendant submissions are the property of District, unless Bidder makes specific reference to data that is considered proprietary. To the extent the undersigned Bidder claims any copyright, patent or other property right in any portion of its Proposal, submission of a Proposal constitutes Bidder's express (a) grant and assignment of a perpetual, transferable (in whole or in part), non-exclusive, royalty-free license to District for all such portions, and (b) agreement that District may use any such intellectual property without charge for any lawful purpose in connection with this Project or other District project, including without limitation to the creation of derivative works and issuance of sublicenses.

9. **CERTIFICATION REGARDING GOVERNMENT CODE SECTION 4420.**

Bidder does not have serious or willful violations of Part 1 (commencing with § 6300) of Division 5 of the Labor Code, during the past five-year period or Bidder is taking appropriate corrective action to prevent further violations of Part 1 of Division 5 of the Labor Code; Bidder's workers' compensation experience modification factor is below 1.25 or Bidder's experience modification rate is 1.25 to 1.75 and Bidder is taking all appropriate action to reduce employee workplace injuries, illnesses and workers' compensation losses; and Bidder has an injury prevention program in place pursuant to Labor Code § 3201.5 or § 6401.7.

10. **CERTIFICATION REGARDING HAZARDOUS MATERIALS**

10.1 Contractor hereby certifies that no Asbestos, or Asbestos-Containing Materials, polychlorinated biphenyl (PCB), or any material listed by the federal or state Environmental Protection Agency or federal or state health agencies as a hazardous material, or any other material defined as being hazardous under federal or state laws, rules, or regulations ("New Hazardous Material"), shall be furnished, installed, or

incorporated in any way into the Project or in any tools, devices, clothing, or equipment used to affect any portion of Contractor's work on the Project for District.

- 10.2 Contractor further certifies that it has instructed its employees with respect to the above-mentioned standards, hazards, risks, and liabilities.
- 10.3 Asbestos and/or asbestos-containing material shall be defined as all items containing but not limited to chrysotile, crocidolite, amosite, anthophyllite, tremolite, and actinolite. Any or all material containing greater than one-tenth of one percent (.1%) asbestos shall be defined as asbestos-containing material.
- 10.4 Any disputes involving the question of whether or not material is New Hazardous Material shall be settled by electron microscopy or other appropriate and recognized testing procedure, at the District's determination. The costs of any such tests shall be paid by Contractor if the material is found to be New Hazardous Material.
- 10.5 All Work or materials found to be New Hazardous Material or Work or material installed with equipment containing "New Hazardous Material" will be immediately rejected and this Work will be removed at Contractor's expense at no additional cost to the District.

11. DEFINITIONS.

All capitalized terms not otherwise defined in these Bidder Certifications shall have the meanings provided in Document 002100 (Request for Proposals) or Section 014200 (References and Definitions).

Bidder: _____
[Name of Bidder]

By: _____
[Signature]

Name: _____
[Printed Name]

Its: _____
[Title]

Dated: _____

END OF DOCUMENT

DOCUMENT 005500

NOTICE TO PROCEED

TO BE SENT IN MANNER REQUIRED BY CONTRACT DOCUMENTS

Dated _____, 2017

TO: _____

ADDRESS: _____

DISTRICT PROJECT NO. _____

PROJECT: MEDICAL CENTER CAMPUS PROJECT

DISTRICT CONTRACT NO. _____

CONTRACT FOR: DESIGN-BUILD SERVICES ON THE MEDICAL CENTER CAMPUS PROJECT

You are notified that the Contract Time under the above contract will commence to run on _____, 20____. By that date, you are to start performing your obligations under the Contract Documents. In accordance with Article 3 (Contract Time and Liquidated Damages) of Document 005200 (Agreement), the date of Substantial Completion is _____, 20____ and the date of Final Completion is _____, 20____.

Before you may start any Work at the site, you must:

TRI-CITY HEALTHCARE DISTRICT

By: _____

END OF DOCUMENT

DOCUMENT 006110

CONSTRUCTION FAITHFUL PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS:

THAT WHEREAS, the Tri-City Healthcare District, (hereinafter referred to as "District") has awarded to _____, (hereinafter referred to as the "Design Builder") an agreement for Design-Build Medical Center Campus Project (hereinafter referred to as the "Project").

WHEREAS, the work to be performed by the Design Builder is more particularly set forth in the Contract Documents for the Project dated _____, (hereinafter referred to as "Contract Documents"), the terms and conditions of which are expressly incorporated herein by reference; and

WHEREAS, the Design Builder is required by said Contract Documents to perform the terms thereof and to furnish a bond for the faithful performance of said Contract Documents.

NOW, THEREFORE, we, _____, the undersigned Design Builder and _____ as Surety, a corporation organized and duly authorized to transact business under the laws of the State of California, are held and firmly bound unto the District in the sum of _____ DOLLARS, (\$ _____), said sum being not less than one hundred percent (100%) of the total amount of the Contract, for which amount well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that, if the Design Builder, his or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and agreements in the Contract Documents and any alteration thereof made as therein provided, on its part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their intent and meaning; and shall faithfully fulfill all obligations including the one (1) year guarantee of all materials and workmanship; and shall indemnify and save harmless the District, its Board, members of the Board, employees, and authorized volunteers, as stipulated in said Contract Documents, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

As a part of the obligation secured hereby and in addition to the face amount specified therefore, there shall be included costs and reasonable expenses and fees including reasonable attorney's fees, incurred by District in enforcing such obligation.

As a condition precedent to the satisfactory completion of the Contract Documents, unless otherwise provided for in the Contract Documents, the above obligation shall hold good for a period of one (1) year after the acceptance of the work by District, during which time if Design Builder shall fail to make full, complete, and satisfactory repair and replacements and totally protect the District from loss or damage resulting from or caused by defective materials or faulty workmanship. The obligations of Surety hereunder shall continue so long as any obligation of Design Builder remains. Nothing herein shall limit the District's rights or the Design Builder or Surety's obligations under the Contract, law or equity, including, but not limited to, California Code of Civil Procedure Section 337.15.

Whenever Design Builder shall be, and is declared by the District to be, in default under the Contract Documents, the Surety shall remedy the default pursuant to the Contract Documents, or shall promptly, at the District's option:

1. Take over and complete the Project in accordance with all terms and conditions in the Contract Documents; or
2. Obtain a bid or bids for completing the Project in accordance with all terms and conditions in the Contract Documents and upon determination by Surety of the lowest responsive and responsible bidder, arrange for a Contract between such bidder, the Surety and the District, and make available as work progresses sufficient funds to pay the cost of completion of the Project, less the balance of the contract price, including other costs and damages for which Surety may be liable. The term "balance of the contract price" as used in this paragraph shall mean the total amount payable to Design Builder by the District under the Contract and any modification thereto, less any amount previously paid by the District to the Design Builder and any other set offs pursuant to the Contract Documents.
3. Permit the District to complete the Project in any manner consistent with California law and make available as work progresses sufficient funds to pay the cost of completion of the Project, less the balance of the contract price, including other costs and damages for which Surety may be liable. The term "balance of the contract price" as used in this paragraph shall mean the total amount payable to Design Builder by the District under the Contract and any modification thereto, less any amount previously paid by the District to the Design Builder and any other set offs pursuant to the Contract Documents.

Surety expressly agrees that the District may reject any Design Builder or subcontractor which may be proposed by Surety in fulfillment of its obligations in the event of default by the Design Builder.

Surety shall not utilize Design Builder in completing the Project nor shall Surety accept a bid from Design Builder for completion of the Project if the District, when declaring the Design Builder in default, notifies Surety of the District's objection to Design Builder's further participation in the completion of the Project.

The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract Documents or to the Project to be performed thereunder 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 Documents or to the Project.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

IN WITNESS WHEREOF, we have hereunto set our hands and seals this _____ day of _____, 20__.

(Corporate Seal)

Design Builder

By _____

Title _____

(Corporate Seal)

Surety

By _____

Attorney-in-Fact

Title _____

(Attach Attorney-in-Fact Certificate)

The rate of premium on this bond is _____ per thousand. The total amount of premium charges is \$ _____.

(The above must be filled in by corporate attorney.)

THIS IS A REQUIRED FORM

Any claims under this bond may be addressed to:

(Name and Address of Surety)

(Name and Address of Agent or Representative for service of process in California, if different from above)

(Telephone number of Surety and Agent or Representative for service of process in California)

Notary Acknowledgment

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA
COUNTY OF _____

On _____, 20___, before me, _____, Notary Public, personally appeared _____, who proved to me on the basis of satisfactory

evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature of Notary Public _____

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

CAPACITY CLAIMED BY SIGNER

DESCRIPTION OF ATTACHED DOCUMENT

- Individual
- Corporate Officer

_____ Title(s)

_____ Title or Type of Document

- Partner(s)
 - Limited
 - General

_____ Number of Pages

- Attorney-In-Fact
- Trustee(s)
- Guardian/Conservator
- Other:

_____ Date of Document

Signer is representing:
Name Of Person(s) Or Entity(ies)

_____ Signer(s) Other Than Named Above

NOTE: This acknowledgment is to be completed for Design Builder.

Notary Acknowledgment

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA
COUNTY OF _____

On _____, 20___, before me, _____, Notary Public, personally

appeared _____, who proved to me on the basis of satisfactory

evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature of Notary Public _____

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

CAPACITY CLAIMED BY SIGNER

DESCRIPTION OF ATTACHED DOCUMENT

- Individual
 Corporate Officer

Title(s)

Title or Type of Document

- Partner(s) Limited
 General

Number of Pages

- Attorney-In-Fact
 Trustee(s)
 Guardian/Conservator
 Other:

Date of Document

Signer is representing:
Name Of Person(s) Or Entity(ies)

Signer(s) Other Than Named Above

NOTE: This acknowledgment is to be completed for the Attorney-in-Fact. The Power-of Attorney to local representatives of the bonding company must also be attached.

END OF PERFORMANCE BOND

DOCUMENT 006120

CONSTRUCTION LABOR AND MATERIAL PAYMENT BOND

KNOW ALL BY THESE PRESENTS That

WHEREAS, the Tri-City Healthcare District (hereinafter designated as the "District"), by action taken or a resolution passed _____, 20____, has awarded to _____ hereinafter designated as the "Design Builder," a contract for the work described as follows: _____ (the "Project"); and

WHEREAS, said Design Builder is required to furnish a bond in connection with said contract; providing that if said Design Builder or any of its Subcontractors shall fail to pay for any materials, provisions, provender, equipment, or other supplies used in, upon, for or about the performance of the work contracted to be done, or for any work or labor done thereon of any kind, or for amounts due under the Unemployment Insurance Code or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of said Design Builder and its Subcontractors with respect to such work or labor the Surety on this bond will pay for the same to the extent hereinafter set forth.

NOW THEREFORE, we, the Design Builder and _____ as Surety, are held and firmly bound unto the District in the penal sum of _____ Dollars (\$_____) lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that if said Design Builder, his or its subcontractors, heirs, executors, administrators, successors or assigns, shall fail to pay any of the persons named in Civil Code Section 9100, fail to pay for any materials, provisions or other supplies, used in, upon, for or about the performance of the work contracted to be done, or for any work or labor thereon of any kind, or amounts due under the Unemployment Insurance Code with respect to work or labor performed under the contract, or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department or Franchise Tax Board from the wages of employees of the Design Builder and his subcontractors pursuant to Revenue and Taxation Code Section 18663, with respect to such work and labor the Surety or Sureties will pay for the same, in an amount not exceeding the sum herein above specified, and also, in case suit is brought upon this bond, all litigation expenses incurred by the District in such suit, including reasonable attorneys' fees, court costs, expert witness fees and investigation expenses.

This bond shall inure to the benefit of any of the persons named in Civil Code Section 9100 so as to give a right of action to such persons or their assigns in any suit brought upon this bond.

It is further stipulated and agreed that the Surety on this bond shall not be exonerated or released from the obligation of this bond by any change, extension of time for performance, addition, alteration or modification in, to, or of any contract, plans, specifications, or agreement pertaining or relating to any scheme or work of improvement herein above described, or pertaining or relating to the furnishing of labor, materials, or equipment therefore, nor by any change or modification of any terms of payment or extension of the time for any payment pertaining or relating to any scheme or work of improvement herein above described, nor by any rescission or attempted rescission or attempted rescission of the

contract, agreement or bond, nor by any conditions precedent or subsequent in the bond attempting to limit the right of recovery of claimants otherwise entitled to recover under any such contract or agreement or under the bond, nor by any fraud practiced by any person other than the claimant seeking to recover on the bond and that this bond be construed most strongly against the Surety and in favor of all persons for whose benefit such bond is given, and under no circumstances shall Surety be released from liability to those for whose benefit such bond has been given, by reason of any breach of contract between the owner or District and original Design Builder or on the part of any obligee named in such bond, but the sole conditions of recovery shall be that claimant is a person described in Civil Code Section 9100, and has not been paid the full amount of his claim and that Surety does hereby waive notice of any such change, extension of time, addition, alteration or modification herein mentioned, including but not limited to the provisions of sections 2819 and 2845 of the California Civil Code.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this _____ day of _____, 20__.

(Corporate Seal)

Design Builder

By _____

Title _____

(Corporate Seal)

Surety

By _____

Attorney-in-Fact

(Attach Attorney-in-Fact Certificate)

Title _____

Notary Acknowledgment

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA
COUNTY OF _____

On _____, 20___, before me, _____, Notary Public, personally appeared _____, who proved to me on the basis of satisfactory

evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature of Notary Public _____

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

CAPACITY CLAIMED BY SIGNER

DESCRIPTION OF ATTACHED DOCUMENT

- Individual
- Corporate Officer

Title(s)

Title or Type of Document

- Partner(s) Limited
- General

Number of Pages

- Attorney-In-Fact
- Trustee(s)
- Guardian/Conservator
- Other:

Date of Document

Signer is representing:
Name Of Person(s) Or Entity(ies)

Signer(s) Other Than Named Above

NOTE: This acknowledgment is to be completed for Design Builder.

Notary Acknowledgment

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA
COUNTY OF _____

On _____, 20___, before me, _____, Notary Public, personally appeared _____, who proved to me on the basis of satisfactory

evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

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Title(s) _____

Title or Type of Document _____

- Partner(s)
 - Limited
 - General

Number of Pages _____

- Attorney-In-Fact
- Trustee(s)
- Guardian/Conservator
- Other:

Date of Document _____

Signer is representing:
Name Of Person(s) Or Entity(ies) _____

Signer(s) Other Than Named Above _____

NOTE: This acknowledgment is to be completed for the Attorney-in-Fact. The Power-of-Attorney to local representatives of the bonding company must also be attached.

END OF PAYMENT BOND

DOCUMENT 006140

**ESCROW AGREEMENT FOR
SECURITY DEPOSITS IN LIEU OF RETENTION**

Public Contract Code § 22300

This Escrow Agreement (“Escrow Agreement”) is made and entered into this [DATE] day of [MONTH], 2017, by and between the TRI-CITY HEALTHCARE DISTRICT (“District”), and [NAME OF DESIGN BUILDER] whose place of business is _____ hereinafter called (“Design Builder”), and [INSERT EITHER], as escrow agent [OR] [NAME OF BANK], a state or federally chartered bank in the state of California, whose place of business is located at _____ (“Escrow Agent”). This Escrow Agreement is intended to incorporate the requirements of Public Contract Code § 22300.

For the consideration hereinafter set forth, District, Design Builder and Escrow Agent agree as follows:

1. Pursuant to Public Contract Code § 22300, Design Builder has the option to deposit securities with Escrow Agent as a substitute for retention earnings required to be withheld by District pursuant to the Contract No. _____ entered into between District and Design Builder for the Medical Center Campus Project in the amount of [CONTRACT SUM] dated [DATE OF CONTRACT] (the “Contract”). Alternatively, on written request of Design Builder, District shall make payments of the retention earnings directly to Escrow Agent. When Design Builder deposits the securities as a substitute for Contract earnings, Escrow Agent shall notify District within ten (10) Days of the deposit. The market value of the securities at the time of substitution shall be at least equal to the cash amount then required to be withheld as retention under terms of Contract between District and Design Builder. Securities shall be held in name of _____, and shall designate Design Builder as beneficial owner.
2. District shall make progress payments to Design Builder for those funds which otherwise would be withheld from progress payments pursuant to Contract provisions, provided that Escrow Agent holds securities in form and amount specified above.
3. When District makes payment of retention earned directly to Escrow Agent, Escrow Agent shall hold them for the benefit of Design Builder until the time that the escrow created under this Escrow Agreement is terminated. Design Builder may direct the investment of the payments into securities. All terms and conditions of this Escrow Agreement and the rights and responsibilities of the Parties shall be equally applicable and binding when District pays Escrow Agent directly.
4. Design Builder shall be responsible for paying all fees for the expenses incurred by Escrow Agent in administering the Escrow Account, and all expenses of District. Such expenses and payment terms shall be determined by District, Design Builder and Escrow Agent.
5. Interest earned on securities or money market accounts held in escrow and all interest earned on that interest shall be for sole account of Design Builder and shall be subject to withdrawal by Design Builder at any time and from time to time without notice to District.

6. Design Builder shall have the right to withdraw all or any part of the principal in the Escrow Account only by written notice to Escrow Agent accompanied by written authorization from District to Escrow Agent that District consents to withdrawal of amount sought to be withdrawn by Design Builder.
7. District shall have the right to draw upon the securities in event of default by Design Builder. Upon seven (7) Days' written notice to Escrow Agent from District of the default, Escrow Agent shall immediately convert the securities to cash and shall distribute the cash as instructed by District.
8. Upon receipt of written notification from District certifying that the Contract is final and complete, and that Design Builder has complied with all requirements and procedures applicable to the Contract, Escrow Agent shall release to Design Builder all securities and interest on deposit less escrow fees and charges of the Escrow Account. The escrow shall be closed immediately upon disbursement of all monies and securities on deposit and payments of fees and charges.
9. Escrow Agent shall rely on written notifications from District and Design Builder pursuant to paragraphs 5 through 8, inclusive, of this Escrow Agreement and District and Design Builder shall hold Escrow Agent harmless from Escrow Agent's release and disbursement of securities and interest as set forth above.
10. Names of persons who are authorized to give written notice or to receive written notice on behalf of District and on behalf of Design Builder in connection with the foregoing, and exemplars of their respective signatures are as follows:

On behalf of District:

On behalf of Design Builder:

Title

Title

Name

Name

Signature

Signature

Address

Address

On behalf of Escrow Agent:

Title

Name

Signature

Address

At the time the Escrow Account is opened, District and Design Builder shall deliver to Escrow Agent a fully executed counterpart of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement by their proper officers on the date first set forth above.

District

Design Builder

Escrow Agent

END OF DOCUMENT

DOCUMENT 006230

SUBCONSULTANT/SUBCONTRACTOR PROCUREMENT

1. GENERAL.

- 1.1 Bidder shall use only Sub Consultants and Subcontractors selected in accordance with the requirements of this Document 006230.
- 1.2 Bidder must use the general contractor and lead architect (and if the Bidder is a partnership, limited partnership, or other association, the partners, general partners, and association members) which were identified by Bidder in its responses submitted in response to the document entitled “Request for Prequalification Submittals from Design-Build Entities for the Tri-City Healthcare District Medical Center Campus Project,” dated June 2017, and any amendments, modifications or supplements thereto (the “Pre-Qualification Information”) as being intended to participate in performing the Contract. Bidder may not substitute or replace its general contractor or lead architect (or any of its partners, general partners, association members) except upon providing the District with satisfactory evidence of the parties’ default or other good cause. Any substitute or replacement entity must meet the minimum Pre-Qualification requirements for the position for which it is proposed. Bidder may make such a substitution or replacement only with prior approval of the District.
- 1.3 Any Sub Consultant or Subcontractor identified in the Pre-Qualification Information is eligible to perform Work as provided in the Pre-Qualification Information, provided that Sub Consultant or Subcontractor is otherwise eligible to perform Work as provided in the Contract Documents.
- 1.4 With the prior approval of the District, Bidder may substitute or replace a Sub Consultant or Subcontractor identified in the Pre-Qualification Information (other than the general contractor or lead architect) in the same manner as it procures other Sub Consultants and Subcontractors, as provided for herein. For any such substitution or replacement, the Design Builder shall submit to the District, for its review and approval, all information required by the Pre-Qualification Information for the position for which it is proposed.
- 1.5 Bidder shall procure all Sub Consultants and Subcontractors not described in paragraphs 1.2 and 1.3 above.

2. SUBCONSULTANT/SUBCONTRACTOR PROCUREMENT PLAN.

- 2.1 As required by Document 002100 (Request for Proposals), Bidder’s Proposal shall include a Sub Consultant/Subcontractor Procurement Plan (“Procurement Plan”).
- 2.2 The Procurement Plan shall, in narrative form, detail Bidder’s planned packaging and selection method for all Sub Consultants and Subcontractors, excluding only Sub Consultants and Subcontractors identified in paragraphs 1.2 and 1.3 above, to be used by Bidder. This plan shall include, but is not limited to the following:
 - 2.2.1 A narrative describing the Bidder’s approach to implement a transparent, “open book” process for the selection of Subcontractors on a competitive basis,

including but not limited to, bid coordination, bidding, selection of qualified Sub Consultants/Subcontractors, including trade contractors, efforts to incorporate local, small, and minority-owned Subcontractors, and Project Construction Administration. Bidder should also describe its method for compliance with all skilled and trained workforce requirements.

- 2.2.2 A list of all expected or anticipated Sub Consultant/Subcontractor packages, broken down by category of service, including pre-construction and construction phases.
- 2.2.3 A description of the scope of Work for each package.
- 2.2.4 The qualification criteria to be used in selecting the Sub Consultant/Subcontractor team expected to perform the services for each package.
- 2.2.5 The estimated costs required to complete the scope of Work for each package.
- 2.2.6 The proposed method of selection (i.e., low bid, informal bid, competitive negotiation, best value, etc.), including all items described in Paragraph 3.0 below (to the extent applicable).
- 2.2.7 A description of how letting these packages in the proposed manner will further the best interests of the District and promote best value design and construction.
- 2.2.8 A detailed written description of Bidder's proposed local outreach and hiring practices/policies for both Sub Consultants/Subcontractors and other workers, including but not limited to local outreach, disadvantaged business, and diversity policies or procedures.
- 2.2.9 A description of any intended Sub Consultant/subcontract commercial terms that differ from the Contract Documents, and of any intended Sub Consultant/Subcontractor liquidated damage measures.

2.3 The successful Bidder shall make any revisions to its Procurement Plan reasonably requested by the District. Following receipt of a finally approved Procurement Plan, the successful Bidder shall implement the Procurement Plan.

3. OTHER REQUIREMENTS.

3.1 All subcontractors bidding on contracts to perform Work, other than those described in paragraphs 1.2 and 1.3 above, shall be afforded the protections contained in Chapter 4 (commencing with § 4100) of Part 1 of the Public Contract Code. Without limiting the foregoing, Bidder shall do both of the following in accordance with Public Contract Code § 22166:

- 3.1.1 Provide public notice of the availability of work to be subcontracted in accordance with the publication requirements applicable to the competitive bidding process of the District.

- 3.1.2 Provide a fixed date and time on which the subcontracted work will be awarded in accordance with the procedure established herein.
- 3.1.3 Establish reasonable qualification criteria and standards.
- 3.1.4 Award subcontracts either on a best value basis or to the lowest responsible bidder. The process may include prequalification or short-listing. The foregoing process does not apply to construction Subcontractors listed in the Bidder's Proposal.

END OF DOCUMENT

DRAFT

DOCUMENT 006510

AGREEMENT AND RELEASE OF ANY AND ALL CLAIMS

This Agreement and Release of Claims (“Agreement and Release”), made and entered into this [DATE] day of [MONTH], [YEAR], by and between the TRI-CITY HEALTHCARE DISTRICT (“District”), and [NAME OF DESIGN BUILDER], whose place of business is at [] hereinafter called “Design Builder”.

RECITALS

1. District and Design Builder entered into Contract No. _____ in the County of San Diego, State of California.
2. The Work under Contract No. _____ has been completed.

Now, therefore, it is mutually agreed between District and Design Builder as follows:

AGREEMENT

3. Design Builder will not be assessed liquidated or other damages except as detailed below:

Original Contract Sum	\$ _____
Modified Contract Sum	\$ _____
Payment to Date	\$ _____
Liquidated Damages	\$ _____
Other Damages	\$ _____
Payment Due Design Builder	\$ _____

4. Subject to the provisions of this Agreement and Release, District shall forthwith pay to Design Builder the sum of [] Dollars and [] Cents (\$[]) under Contract No. _____, less any amounts withheld under the Contract or represented by any Stop Notice to withhold funds on file with District as of the date of such payment.
5. Design Builder acknowledges and hereby agrees that there are no unresolved or outstanding claims in dispute against District arising from the performance of work under Contract No. _____, except for the claims described in paragraph 6, and continuing obligations described in paragraph 8, below. It is the intention of the parties in executing this Agreement and Release that this Agreement and Release shall be effective as a full, final and general release of all claims, demands, actions, causes of action, obligations, costs, expenses, damages, losses and liabilities of Design Builder against District, all its respective agents, employees, inspectors, assignees and transferees except for the Disputed Claims set forth in paragraph 6, and continuing obligations described in paragraph 8, below.

6. The following claims submitted under Article 12 (Claims of Design Builder) of Document 007200 (General Conditions) are disputed (hereinafter, the "Disputed Claims") and are specifically excluded from the operation of this Agreement and Release:

<u>Claim No.</u>	<u>Date Submitted</u>	<u>Description of Claim</u>	<u>Amount of Claim</u>
------------------	-----------------------	-----------------------------	------------------------

[Insert information, including attachment if necessary]

7. Consistent with Public Contract Code § 7100, Design Builder hereby agrees that, in consideration of the payment set forth in paragraph 4, above, Design Builder hereby releases and forever discharges District, all its agents, employees, inspectors, assignees and transferees from any and all liability, claims, demands, actions or causes of action of whatever kind or nature arising out of or in any way concerned with the work under the Contract.
8. Guarantees and warranties for the Work, and any other continuing obligation of Design Builder, shall remain in full force and effect as specified in the Contract Documents.
9. Design Builder shall immediately defend, indemnify and hold harmless District, all its respective agents, employees, inspectors, assignees and transferees from any and all claims, demands, actions, causes of action, obligations, costs, expenses, damages, losses and liabilities that may be asserted against them by any of Design Builder's suppliers and/or subcontractors of any tier and/or any suppliers to them for any and all labor, materials, supplies and equipment used, or contemplated to be used in the performance of Contract No. _____, except for the Disputed Claims set forth in paragraph 6 above.
10. Design Builder hereby waives the provisions of Civil Code § 1542 which provides as follows:
- A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him, must have materially affected his settlement with the debtor.
11. The provisions of this Agreement and Release are contractual in nature and not mere recitals and shall be considered independent and severable, and if any such provision or any part thereof shall be at any time held invalid in whole or in part under any federal, state, county, municipal or other law, ruling or regulations, then such provision, or part thereof shall remain in force and effect only to the extent permitted by law, and the remaining provisions of this Agreement and Release shall also remain in full force and effect, and shall be enforceable.
12. All rights of District shall survive completion of the Work or termination of Contract, and execution of this Release.

***** CAUTION: THIS IS A RELEASE - READ BEFORE EXECUTING *****

DISTRICT

DESIGN BUILDER

BY: _____

BY: _____

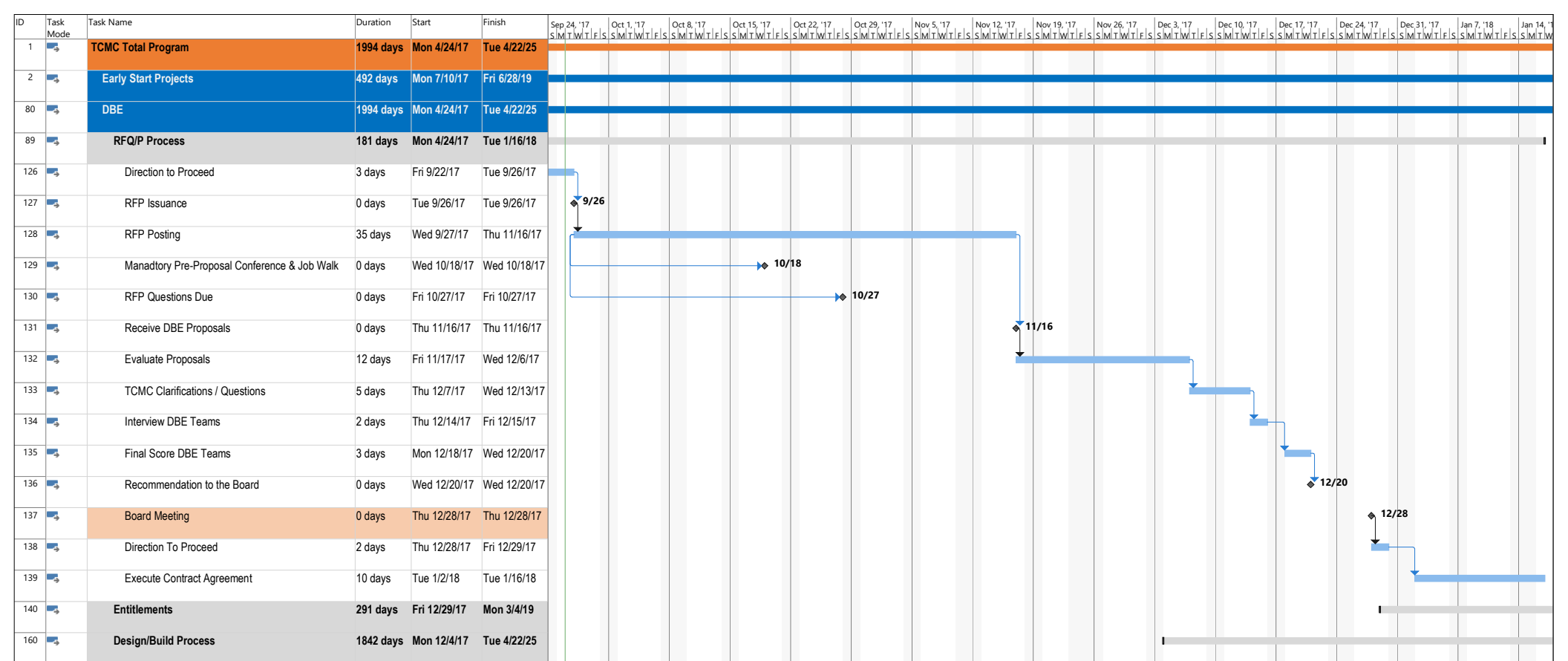
Its: _____

Its: _____

***** CAUTION: THIS IS A RELEASE - READ BEFORE EXECUTING *****

END OF DOCUMENT

DRAFT



Project: TCMC Total Program Schedule - alt.mpp
Date: Tue 9/26/17

Task		Summary		Inactive Milestone		Duration-only		Start-only		External Milestone		Manual Progress	
Split		Project Summary		Inactive Summary		Manual Summary Rollup		Finish-only		Deadline			
Milestone		Inactive Task		Manual Task		Manual Summary		External Tasks		Progress			

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