

EXHIBIT 1

DESIGN CRITERIA PACKAGE (“DCP”)

The Design Criteria Package may be accessed at the following Projectmates link:

[TO BE PROVIDED BY OWNER]

EXHIBIT 2

BUILDING INFORMATION MODELING (BIM) PROTOCOLS

I. General Principles

- 1.1 This Exhibit does not effectuate or require a restructuring of contractual relationships or shifting of risks between or among the Project Participants, except as otherwise set forth in the Governing Contract and this Exhibit.
- 1.2 This Exhibit is not intended to create privity of contract among any Project Participants beyond that which otherwise exists at law or by the terms of the Governing Contract.
- 1.3 Each Party to the Governing Contract shall append or incorporate, and shall cause each Project Participant with which it is in privity to append or incorporate, this identical Exhibit in all contracts for which any other Project Participants are to perform obligations to be modeled. All such contracts shall contain flow-down provisions requiring that the provisions of this Exhibit be passed downstream to subconsultants and subcontractors, as applicable.
- 1.4 Nothing in this Exhibit shall relieve the Design Professional of Record (“DPOR”) from its obligation, nor diminish the role of the DPOR, as the person responsible for and in charge of the design of the Project.
- 1.5 Participation of the Design-Build Firm, or its subcontractors and suppliers in Contributions to a Model shall not constitute the performance of design services.
- 1.6 Unless otherwise agreed in the BIM Execution Plan, a Design Model is not intended to provide the level of detail needed in order to extract precise material or object quantities.
- 1.7 In the event of a conflict between the contents of a Design Model and any other Model, the Design Model shall take precedence.
- 1.8 If any Project Participant becomes aware of a discrepancy between a Model and either another Model or another Contract Document, such Project Participant shall promptly notify the other Party or Parties to that Project Participant’s Governing Contract and the Information Manager (IM).
- 1.9 Unless otherwise agreed in the BIM Execution Plan, the dimensional tolerances provided by the Contract Documents in the Governing Contract shall apply to dimensions in a Model.
- 1.10 In the event of an inconsistency between this Exhibit and the Governing Contract, the Governing Contract shall take precedence.

II. Definitions

- 2.1 Affiliated Contract means any contract relating to the Project to which an identical Exhibit is attached and in which that identical Exhibit is incorporated, other than the Governing Contract.
- 2.2 Construction Model means a Model that (a) consists of those aspects of the Project that are to be modeled as specified in the BIM Execution Plan prepared pursuant to this Exhibit; (b) utilizes data imported from a Design Model or, if none, from a designer's Construction Documents; and (c) contains the equivalent of shop drawings and other information useful for construction.
- 2.3 Contract Documents, as defined in the Governing Contract, is modified to include all Design Models, unless otherwise specified in the BIM Execution Plan.
- 2.4 Contribution means the expression, design, data or information that a Project Participant (a) creates or prepares, and (b) incorporates, distributes, transmits, communicates or otherwise shares with other Project Participant(s) for use in or in connection with a Model for the Project.
- 2.5 Contributor means a Project Participant who makes a Contribution.
- 2.6 Design Model means a Model of those aspects of the Project that (a) are to be modeled as specified in the BIM Execution Plan prepared pursuant to this Exhibit and (b) have reached the state of completion that would customarily be expressed by an architect/engineer in two-dimensional Construction Documents. This shall not include Models such as analytical evaluations, preliminary designs, studies, or renderings. A Model prepared by an architect/engineer that has not reached the stage of completion specified in this definition is referred to as a Model.
- 2.7 Drawings means (a) those two-dimensional plans, sketches or other drawings that are Contract Documents under the Governing Contract and are created separately from, and are not derived from, a Model and (b) those two-dimensional projections derived from a Model supplemented with independent graphics and annotations specified by the Parties to be Contract Documents.
- 2.8 Federated Model means a Model consisting of linked but distinct component Models, drawings derived from the Models, texts, and other data sources that do not lose their identity or integrity by being so linked, so that a change to one component Model in a Federated Model does not create a change in another component Model in the Federated Model.
- 2.9 Full Design Model means a Model consisting of coordinated structural, architectural, MEP and other Design Models designated in the BIM Execution Plan to be produced by the design team.

- 2.10 Governing Contract means the agreement to which this Exhibit is attached and in which it is incorporated, but excludes an Affiliated Contract.
- 2.11 Information Management means measures that protect and defend information and information systems with respect to their availability, integrity, authentication, confidentiality, and nonrepudiation. These measures include providing for restoration of information systems by incorporating protection, detection, and reaction capabilities.
- 2.12 Information Manager or IM means one or more individuals responsible for the BIM's Information Management program.
- 2.13 MEP means mechanical, electrical and plumbing.
- 2.14 Model means a three-dimensional representation in electronic format of building elements representing solid objects with true-to-scale spatial relationships and dimensions. A Model may include additional information or data.
- 2.15 Project Model means a Model consisting of the federation of a Full Design Model and one or more Construction Models designated in the BIM Execution Plan, or the Governing Contract, to be produced by Project Participants.
- 2.16 Project Participant shall be, and Project Participants shall include, each Party to the Governing Contract and each Party to an Affiliated Contract.

III. Information Management

- 3.1 The DPOR shall serve as the IM as part of the Design-Build Firm's Basic Services. The Owner and Program Manager may, in their sole discretion, replace the IM.
- 3.2 The role and responsibility of the IM with respect to a Federated Model of the Project, including the Project Model, shall be to perform or procure from a third party acceptable to the Owner the following functions:
 - 3.2.1 Create, delete, modify and maintain user accounts;
 - 3.2.2 Assign, delete and modify access rights to users;
 - 3.2.3 Apply access controls to users so that only authorized users of the Model can access only the data they are authorized to access;
 - 3.2.4 If appropriate, establish and maintain encryption-at-rest measures and encryption-during-transmissions measures;
 - 3.2.5 Record, at a minimum, the following information about each data entry by Model users in the Federated Model (including downloading of Models to the Federated Model):
 - (a) User name;

- (b) User role;
- (c) Contact information;
- (d) Date/time entered
- (e) Any additional information required to be recorded for each data entry as set forth in the BIM Execution Plan;

3.2.6 Backup and restore data;

3.2.7 Routinely run information system scans to maintain Model security;

3.2.8 Maintain and monitor information system logs so that only authorized users are accessing the Model and to ensure that there are no functional problems associated with the Model;

3.2.9 Install patches to close documented vulnerabilities in the Model;

3.2.10 Document and report any incident relating to the Model (including but not limited to an incident originating outside the Model that results in the Model being the victim of an attack) and take action to protect the Model;

3.2.11 Transfer unconditionally to a successor IM, at such times as directed by the Owner, all tangible and intangible property and information that came into its possession, custody or control in its capacity as IM;

3.2.12 Provide authorized users with access instructions and system requirements;

3.2.13 Respond to requests by authorized users for assistance in maintaining access; and

3.2.14 Perform any and all other responsibilities or functions as required of the IM in the BIM Execution Plan.

IV. BIM Execution Plan

4.1 As soon as is practicable, but in no event later than thirty (30) days after the execution of the Contract between the Owner and Design-Build Firm, the Project Participants shall meet, confer and use their best efforts to agree upon the terms of or modifications to a BIM Execution Plan. When agreed upon, the BIM Execution Plan and any modifications shall become an amendment to this Exhibit.

4.2 Unless otherwise agreed, the IM shall schedule and chair all such meetings.

4.3 The BIM Execution Plan shall address the following elements, but may include additional elements:

4.3.1 Contact information for each Project Participant

4.3.2 Identification of what Models are to be created, the purpose(s) each Model is intended to serve, and which Project Participant(s) is (are) responsible for creating each Model;

4.3.3 A definition of what Design Model or Models, if any, shall not constitute Contract Documents;

4.3.4 The spatial portions or areas of the Project to be modeled in each Model and the spatial portions or areas of the Project not to be modeled;

4.3.5 The expected content of each Model and the required level of detail at various Project milestones, which content includes:

- a. geometric and spatial data;
- b. object property data;
- c. object constitution data;
- d. provision for object parameters as place holders for cost and schedule data;
or
- e. authoritative source information;

4.3.6 A schedule for initial delivery of each Model to the IM;

4.3.7 A schedule for updating of each Model and preservation of versions of each Model and its constituent Models;

4.3.8 A definition of what Model or Models shall constitute part of the record documents for the Project;

4.3.9 Procedures and protocols for submission, for approval of Models including electronic stamping for designating a Model as a Design Model, and for notification of action on a request for approval;

4.3.10 Procedures and protocols for designating two-dimensional projections derived from a Model as Contract Documents;

4.3.11 Establishment of a common coordinate system;

4.3.12 Establishment of conventions as to units;

4.3.13 Conventions for defining critical dimensions and critical Model content;

4.3.14 File format to be used;

- 4.3.15 File-naming and object-naming conventions to be used;
- 4.3.16 File structure to be used;
- 4.3.17 Software to be utilized;
- 4.3.18 Measures needed to achieve interoperability of applications;
- 4.3.19 Two-dimensional reference Drawings;
- 4.3.20 Utilization of BIM for the RFI process, response protocol and timing, incorporation of responses into any Model;
- 4.3.21 Utilization of BIM for the Change Order process, response protocol and timing, incorporation of responses into any Model;
- 4.3.22 A schedule for BIM development, coordination and clash detection meetings among the Project Participants;
- 4.3.23 Engagement of the IM in these processes;
- 4.3.24 Utilization of a Project BIM website;
- 4.3.25 Procedures and protocols for confirmation of field changes through an as-built Project Model; and
- 4.3.26 Specification of Project close-out and final deliverables.

V. Risk Allocation

- 5.1 Each Party shall be responsible for any Contribution that it makes to a Model or that arises from that Party's access to that Model, and shall fully defend, indemnify and save harmless the Owner and its affiliates for all damages or claims that arise out of or are connected in any way to that Party's Contribution or access to a Model in accordance with the indemnification provisions of the Governing Contract. Such responsibility includes any Contribution or access to a Model by a Project Participant in privity with that Party and of a lower tier than that Party.
- 5.2 **Contributor's Dimensional Accuracy Representation.** Contributors make no representation with respect to the dimensional accuracy of the Contributor's Contribution to a Model. A Model can be used for reference only and all dimensions must be retrieved from the Drawings;
- 5.3 With respect to the issue of a waiver of consequential damages:

- (a) The Governing Contract shall govern the issue of any waiver of consequential damages arising from a Contribution; and
 - (b) Each Party waives claims against the other Parties to the Governing Contract for consequential damages arising out of or relating to the use of or access to a Model, including but not limited to damages for loss of use of the Project, rental expenses, loss of income or profit, costs of financing, loss of business, principal office overhead and expenses, loss of reputation or insolvency.
- 5.4 To the extent that any or all Design Models are included as Contract Documents, Project Participants may rely upon the accuracy of information in those Design Models.
- 5.5 The standard of care applicable to each Party regarding that Party's Contributions to or use of a Model shall be in accordance with that Party's Governing Contract.
- 5.6 Each Party shall use its best efforts to minimize the risk of claims and liability arising from the use of or access to its Model or the Project Model. Such efforts shall include promptly reporting to the relevant Project Participants any errors, inconsistencies, or omissions it discovers in its Model or the Project Model; however, nothing in this paragraph shall relieve any Party of liability it would otherwise bear under Section 5.1.
- 5.7 No Party involved in creating a Model shall be responsible for costs, expenses, liabilities, or damages which may result from use of its Model beyond the uses set forth in this Exhibit.
- 5.8 Design-Build Firm shall procure and maintain insurance acceptable to Owner to cover the risk of loss to electronic data, with minimum limits no less than those required by Owner, which insurance must cover all of the Design-Build Firm's and Design-Build Firm Personnel's Contributions or intended Contributions. Such insurance must, at a minimum, provide coverage for electronic vandalism to electronic data, including coverage for willful electronic alteration of data, introduction of viruses which impact electronic data, unauthorized use of electronic data, or denial of service to web site or email destinations. Design-Build Firm shall include this requirement in its contract with any other Project Participant and provide Owner with the coverage forms demonstrating compliance with this paragraph.
- 5.9 A defect in the software used in the creation, modification, federation or other use of a Model, including the Project Model, may, at the Owner's discretion, entitle a Party to a time extension or other excuse from performance, but only to the extent that the Party could not have avoided any delay or loss by the exercise of reasonable care. In addition, a Party has the duty to mitigate any such delay or loss.

VI. Intellectual Property Rights in Models

- 6.1 Each Party represents and warrants to the Owner that, at the time the Governing Contract was executed, the Party was the owner of all copyrights in all of that Party's Contributions. Subject to waiver of subrogation clauses, if any, contained in the Governing Contract, each

Party agrees to indemnify and hold the Owner harmless for claims of third parties arising out of, or relating to, claims or demands relating to infringement or alleged infringement of expression contained in that Party's Contribution as set forth in the Governing Contract.

- 6.2 Each Project Participant, including the Party to the Governing Contract, assign to the Owner without limitation the entire right, title and interest in and to the exclusive use or reuse of all of that Project Participant's Contributions in a Model, Design Model, Project Model, Federated Model, and the Full Design Model, which all aforementioned models shall be and remain the exclusive property of Owner as set forth in the Governing Contract.
- 6.3 Subject to the Governing Contract and the provisions of Section 6.1, the Owner grants to the other Party or Parties to the Governing Contract (a) a limited, non-exclusive license to reproduce, distribute, display, or otherwise use that Party's contribution for purposes of this Project only; (b) a limited, non-exclusive sublicense to reproduce, distribute, display, or otherwise use, for purposes of this Project only, the Contributions of the other Project Participants; and (c) a limited, non-exclusive license to reproduce, distribute, display, or otherwise use any Model containing such Contributions, or any other Model with which the Model containing such Contributions is federated or otherwise related, in each case for the sole purpose of carrying out the Project Participants' respective duties and obligations relating to this Project. This limited license shall include any archival purposes permitted hereunder or in the Governing Contract, but does not allow the licensee to reproduce, distribute, display, or otherwise reuse all or part of that Party's Contributions or any other Party's Contributions except as permitted herein or in the Governing Contract.
- 6.4 Unless otherwise limited herein or by express license-limiting terms in the Governing Contract, the non-exclusive license granted in this BIM Exhibit shall remain in effect as permitted by law. In addition, after final completion of the Project, the non-exclusive license shall be solely limited to keeping an archival copy of the Project-related Contributions.
- 6.5 Each Party in privity with the Owner shall require all other parties with whom that Party is in privity, that may be a Contributor to any model, to agree to all provisions of Section VI.

**Exhibit 3
Design-Build Firms Pricing Schedule**

9/1/2020

Design Services Fee	
Item Description	Costs
Design Phase Fees	\$
Percentage of Cost of Work	%
Design Administration Services Fee (Construction Phase)	\$
Percentage of Cost of Work	%
TOTAL Design Services Fee	\$

Construction Services Fee		
Section	Title	Cost
01 00 00	General Requirements	
01 01 01	Pre-construction Services Fee	\$
	Percentage of Cost of Work	%
	START List of Allowable General Conditions (Construction Phase)	
01 01 10	Mobilization	
	Field Offices & Furnishings	\$
	Field Office Maintenance and Cleaning	\$
	Storage Trailers	\$
	Small Tools & Consumables	\$
	Monthly Cell Phone Expenses	\$
	Job Site Communications (radios, chargers, etc.)	\$
	Final Clean (general site, windows/glass, etc.)	\$
	Job Office Supplies	\$
	Job Site Computers, Copiers, Fax, Servers, etc.	\$
	Postage & Shipping Expenses	\$
	Project Sign	\$
	Drinking Water & Supplies (site and offices)	\$
	Incidental Construction Equipment, Fuel & Drayage	\$
	Materials Handling	\$
	Document Imaging	\$
	Parking Logistics	\$
	Printing/Reproduction Costs	\$
	As-built & Record Document Preparation	\$
	Partnering Costs	\$
	Employee I.D./Badging/Background Checks	\$
	Safety Expenses	\$
	PPE for Staff & Visitors	\$
	First Aid	\$
	Fall Protection	\$
	Safety Program Administration & Training	\$
	Safety Incentives	\$
	Drug Testing	\$
	Safety Signage	\$
	Travel Allowance	\$
01 01 20	Demobilization	\$
01 02 10	Project Management	
	Superintendent(s)	\$
	Safety Manager	\$
	CPM Scheduler	\$
	Quality Assurance / Quality Control / Inspections	\$
	Project Manager(s)	\$
	Project Executive	\$
	Field Office Engineer/Inspector	\$
	Field Office Support Staff	\$
	Project Expeditor	\$
	Assistant Superintendent(s)	\$
	Commissioning (support of Program Manager's Commissioning Agent)	\$
	Commissioning Agent (per Enhanced Commissioning Plan)	\$
		\$

**Exhibit 3
Design-Build Firms Pricing Schedule**

9/1/2020

01 02 20	Site Conditions	
	Temporary Power consumption	\$
	Temporary Power hookup & meters	\$
	Temporary Water and Sewer consumption	\$
	Temporary Water Hookup, Distribution & Meters	\$
	Temporary Telephone & Network System Installation	\$
	Temporary Telephone & Internet Consumption Fees	\$
	Temporary Fire Protection	\$
	Temporary Heating & Cooling	\$
	Temporary Fencing	\$
	Temporary Walkways	\$
	SWPPP Measures	\$
	Dust Control	\$
	Temporary Entries and Truck Washes	\$
	Street Cleaning (by G.C.)	\$
	Traffic Control Measures	\$
	Traffic Control Maintenance	\$
	Temporary Barricades & Signage	\$
	Temporary Roads	\$
	Temporary Lighting	\$
	Temporary Partitions	\$
	Temporary Toilets/Sanitary Measures	\$
	Temporary Laydown (prep and restoration)	\$
	Security	\$
	Examination & Preparation	\$
	Pre-construction Photo Documentation	\$
	Progress Photos	\$
	Temporary Protection (in-place work/adjacent structures)	\$
	Temporary Weather Protection/Enclosures	\$
	Trash Chutes	\$
	Dumpsters (site and field offices) and trash removal	\$
01 02 30	Bonds (excluding any for sub-consultants)	
	Builder's Risk Insurance	\$
	Professional Liability insurance	\$
	Commercial General Liability Insurance	\$
	Commercial Auto insurance	\$
	Workman's Comp & Employee Liability Insurance	\$
	Umbrella Policy	\$
	Security, Payment & Performance Bonds	\$
01 02 40	PERMITS	
	Building Permits	\$
SUBTOTAL List of Allowable General Conditions		\$
Daily General Conditions Cost Rate = Total of General Conditions Costs ÷ Number of total calendar days included in the Approved Project Schedule		\$
END List of Allowable General Conditions		
01 03 20	General Administrative Fee (Profit and all other costs not otherwise specifically itemized in this Pricing Schedule)	\$
Percentage of Cost of Work		%
TOTAL Construction Services Fee		\$

Cost of the Work - New NEOC

Section	Title	Cost
New NEOC Admin Bldg.		
02 00 00	Site Construction & Demolition	\$
03 00 00	Concrete	\$
04 00 00	Masonry	\$
05 00 00	Metals	\$
06 00 00	Wood, Plastics, and Composites	\$
07 00 00	Thermal and Moisture Protection	\$
08 00 00	Openings	\$
09 00 00	Finishes	\$
10 00 00	Specialties	\$

**Exhibit 3
Design-Build Firms Pricing Schedule**

9/1/2020

11 00 00	Equipment	\$
12 00 00	Furnishings	\$
13 00 00	Special Construction	\$
21 00 00	Fire Protection	\$
22 00 00	Plumbing	\$
23 00 00	Heating, Ventilating, and Air Conditioning (HVAC)	\$
26 00 00	Electrical	\$
27 00 00	Communications	\$
28 00 00	Electronic Safety and Security	\$
33 00 00	Utilities (within 5 ft line)	\$
SUBTOTAL Cost of the Work: Fixed Price - New NEOC Admin Bldg.		\$
Section	Title	Cost
New NEOC Supply Bldg.		
02 00 00	Demolition	\$
03 00 00	Concrete	\$
04 00 00	Masonry	\$
05 00 00	Metals	\$
06 00 00	Wood, Plastics, and Composites	\$
07 00 00	Thermal and Moisture Protection	\$
08 00 00	Openings	\$
09 00 00	Finishes	\$
10 00 00	Specialties	\$
11 00 00	Equipment	\$
12 00 00	Furnishings	\$
13 00 00	Special Construction	\$
21 00 00	Fire Protection	\$
22 00 00	Plumbing	\$
23 00 00	Heating, Ventilating, and Air Conditioning (HVAC)	\$
26 00 00	Electrical	\$
27 00 00	Communications	\$
28 00 00	Electronic Safety and Security	\$
33 00 00	Utilities (within 5 ft line)	\$
SUBTOTAL Cost of the Work: Fixed Price - New NEOC Supply Bldg.		\$
Section	Title	Cost
New NEOC Fleet Bldg.		
02 00 00	Demolition	\$
03 00 00	Concrete	\$
04 00 00	Masonry	\$
05 00 00	Metals	\$
06 00 00	Wood, Plastics, and Composites	\$
07 00 00	Thermal and Moisture Protection	\$
08 00 00	Openings	\$
09 00 00	Finishes	\$
10 00 00	Specialties	\$
11 00 00	Equipment	\$
12 00 00	Furnishings	\$
13 00 00	Special Construction	\$
21 00 00	Fire Protection	\$
22 00 00	Plumbing	\$
23 00 00	Heating, Ventilating, and Air Conditioning (HVAC)	\$
26 00 00	Electrical	\$
27 00 00	Communications	\$
28 00 00	Electronic Safety and Security	\$
33 00 00	Utilities (within 5 ft line)	\$
SUBTOTAL Cost of the Work: Fixed Price - New NEOC Fleet Bldg.		\$
Section	Title	Cost
New NEOC Supporting Facilities		
31 00 00	Earthwork	\$
32 00 00	Exterior Improvements	\$
33 00 00	Utilities (outside 5ft line)	\$
SUBTOTAL Cost of the Work: Fixed Price - New NEOC Supporting Facilities		\$
TOTAL Cost of the Work: Fixed Price - New NEOC		\$

**Exhibit 3
Design-Build Firms Pricing Schedule**

9/1/2020

Cost of the Work - Existing NESC		
Section	Title	Cost
Existing NESC		
02 00 00	Site Construction & Demolition	\$
03 00 00	Concrete	\$
04 00 00	Masonry	\$
05 00 00	Metals	\$
06 00 00	Wood, Plastics, and Composites	\$
07 00 00	Thermal and Moisture Protection	\$
08 00 00	Openings	\$
09 00 00	Finishes	\$
10 00 00	Specialties	\$
11 00 00	Equipment	\$
12 00 00	Furnishings	\$
13 00 00	Special Construction	\$
21 00 00	Fire Protection	\$
22 00 00	Plumbing	\$
23 00 00	Heating, Ventilating, and Air Conditioning (HVAC)	\$
26 00 00	Electrical	\$
27 00 00	Communications	\$
28 00 00	Electronic Safety and Security	\$
31 00 00	Earthwork	\$
32 00 00	Exterior Improvements	\$
33 00 00	Utilities	\$
SUBTOTAL Cost of the Work: Fixed Price - Existing NESC		\$
TOTAL Cost of the Work: Fixed Price - Existing NESC		\$
TOTAL - Design Services Fee		
		\$
TOTAL - Construction Services Fee		
		\$
TOTAL - New NEOC Cost of Work		
		\$
Construction Contingency - New NEOC		
		\$
TOTAL - Existing NESC Cost of Work		
		\$
Construction Contingency - Existing NESC		
		\$
Allowance: Public Outreach		
		\$
Allowance : Dispute Resolution		
		\$
Allowance: Worksite Conditions Allowance		
		\$
Allowance: Owner's Allowance		
		\$
Guaranteed Maximum Price (GMP) for Project		
		\$

EXHIBIT 4

FORM OF CONTRACT AMENDMENT

AMENDMENT No. ____ DESIGN-BUILD SERVICES AGREEMENT

THIS AMENDMENT TO THE ORIGINAL AGREEMENT (“Amendment”) with _____ is made and entered into on this ____ day of _____ 20__ by and between **San Antonio Water System**, a public water utility created pursuant to the provisions of Ordinance No. 75686 of the City of San Antonio, Texas, and Texas Local Government Sections 402.141 et seq., in the State of Texas, hereinafter called “Owner” and _____, a Texas corporation, having its principal place of business located at _____ Texas _____ (“Design-Build Firm”).

RECITALS

WHEREAS, the Owner and Design-Build Firm (“Parties”) entered into an Agreement on the ____ day of _____, 20____, (the "Agreement" or “Contract”) wherein the Owner engaged the Design-Build Firm to provide design and construction services for the Project, the terms and conditions of which are all incorporated by reference herein;

WHEREAS, both Parties agree that all capitalized terms herein shall have the same meaning as set forth in the Agreement;

NOW, THEREFORE, in consideration of the mutual promises, commitments and representations contained herein and in the Agreement, it is hereby agreed to amend the Agreement as follows:

I. Amendments.

[USE SECTION 1 BELOW ONLY IF CONTRACT AMENDMENT RELATES TO MODIFICATIONS TO LANGUAGE IN THE CONTRACT.]

1. Section _____

The terms of Section _____ of the Agreement are hereby amended to now read as follows: *[SHOW REVISIONS TO CONTRACT LANGUAGE AS INDICATED BELOW IN EXAMPLE TEXT.]*

“The quick ~~brown~~ **red** fox jumps over the lazy ~~dog~~ **pig**.”

[USE SECTION 2 BELOW ONLY IF CONTRACT AMENDMENT RELATES TO THE ESTABLISHMENT OF A FINAL GMP.]

2. **Final Guaranteed Maximum Price.**

- A. In accordance with Article IX, the Parties agree to a Final Guaranteed Maximum Price of _____ for all Services and Work to be performed by the Design-Build Firm (as further described in the Final Control Estimate, Attachment A to this Contract Amendment.
- B. The Parties agree that Substantial Completion for NEOC must occur on or before _____, as set forth in the Project Schedule.
- C. The Parties agree that Final Completion for NEOC must occur on or before _____, as set forth in the Project Schedule.
- D. The Parties agree that Substantial Completion for NESC must occur on or before _____, as set forth in the Project Schedule.
- E. The Parties agree that Final Completion for NESC must occur on or before _____, as set forth in the Project Schedule.

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[USE SECTION 3 BELOW ONLY IF CONTRACT AMENDMENT RELATES TO AN ADJUSTMENT TO the Guaranteed Maximum Price AFTER A FINAL GMP HAS BEEN ESTABLISHED.]

3. **Adjustments to the Guaranteed Maximum Price.** The amount of the Guaranteed Maximum Price, which includes all Design-Build Firm's Fees, is amended in accordance with the schedule below:

DESCRIPTION OF ADJUSTMENTS	AMOUNT	APPROVALS
Guaranteed Maximum Price (based upon the Final GMP)	\$ _____	Accepted:
		By: _____ ____ Design-Build Firm Title:
Net amount of adjustments to Guaranteed Maximum Price by prior Contract Amendments	\$ _____	Date: _____ _____
Adjustment to Final GMP by this Contract Amendment (+/-)	\$ _____	By: _____ Program Manager Title: Date: _____ _____
AMENDED GUARANTEED MAXIMUM PRICE AMOUNT	\$ _____	Approved: By: _____ ____ Owner Title: Date: _____ _____

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[USE SECTION 4 BELOW ONLY IF A CONTRACT AMENDMENT RELATES TO AN ADJUSTMENT TO SCHEDULED DATES OF COMPLETION AFTER A FINAL GMP HAS BEEN ESTABLISHED.]

4. **Adjustments to the Scheduled Dates of Completion.** The Scheduled Dates of Substantial and/or Final Completion shall be adjusted in accordance with the schedule listed below:

DESCRIPTION OF DATE	SUBSTANTIAL COMPLETION	FINAL COMPLETION
Original Scheduled Dates for NEOC	_____	_____
Revised Scheduled Dates for NEOC	_____	_____
Original Scheduled Dates for NESC		
Revised Scheduled Dates for NESC		

II. Special Exceptions.

This Contract Amendment addresses all aspects of the Services and Work added by such Contract Amendment except as approved by Owner below:

- III. Full and Final Satisfaction.** Except as specifically described above or as expressly otherwise stated in the Agreement, Design-Build Firm accepts the terms of this Amendment as full and final satisfaction to all claims, adjustments, and Contract revisions associated with such Amendment, and acknowledges that no further adjustment to the Design-Build Firm’s compensation or time for performance shall be allowed. Design-Build Firm otherwise waives any and all rights to future claims for additional adjustments to such compensation or time for performance and/or revisions to the Contract arising under, associated with, or in any way related to this Contract Amendment.

Except as hereby modified, amended, or changed, all of the terms and conditions of the Agreement and any amendments thereto shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed by their duly authorized officers and made effective as of the day and year first written above.

EXECUTED ON THE DATE FIRST WRITTEN ABOVE

OWNER:

San Antonio Water System:

By: _____

Name: _____

Title: _____

DESIGN-BUILD FIRM:

_____:

By: _____

Name: _____

Title: _____

ATTACHMENT A TO AMENDMENT
FINAL CONTROL ESTIMATE, DATED

*[THE FINAL CONTROL ESTIMATE IS TO BE USED AS ATTACHMENT “A”
ONLY FOR THE CONTRACT
AMENDMENT USED TO ESTABLISH A FINAL GMP.]*

EXHIBIT 5

DESIGN-BUILD FIRM'S STAFFING PLAN

[TO BE PROVIDED BY DESIGN-BUILD FIRM]

EXHIBIT 6
PROJECT SCHEDULE

[TO BE PROVIDED BY DESIGN-BUILD FIRM]

**EXHIBIT 7.1
FORM OF PAYMENT BOND**

Project No. _____

PAYMENT BOND

TEXAS STATUTORY PAYMENT BOND

THE STATE OF TEXAS §

§ KNOW ALL MEN BY THESE
PRESENTS:

THE COUNTY OF _____ §

THAT WE, _____, as Principal, hereinafter called “Principal” and the other subscriber hereto _____, a corporation organized and existing under the laws of the State of _____, licensed to business in the State of Texas and admitted to write bonds, as Surety, herein after called “Surety,” do hereby acknowledge ourselves to be held and firmly bound to the **San Antonio Water System** (“Owner”), in the sum of _____ (\$_____) for payment whereof, the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors and assigns jointly and severally.

THE CONDITIONS OF THIS OBLIGATION ARE SUCH THAT:

WHEREAS, the Principal has entered into a Design-Build Services Agreement, Contract No _____, dated _____, 2020 (the “Agreement”) with Obligee in connection with the design and construction of the Project, which Contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein, including but not limited to the dispute resolution procedures provided therein.

NOW THEREFORE, the condition of this obligation is such that if Principal shall pay all claimants supplying labor and material to him or a subcontractor in the prosecution of the work provided for in said contract, then, this obligation shall be null and void; otherwise to remain in full force and effect;

PROVIDED, HOWEVER, that this bond is executed pursuant to the provisions of Chapter 2253 and Section 2269.311 of the Texas Government Code and all liabilities on this bond shall be determined in accordance with the conditions and limitations of said Code provisions to the same extent as if they were copied at length herein.

IN WITNESS THEREOF, the said Principal and Surety have signed and sealed this instrument on the respective dates written below their signatures.

ATTEST, SEAL: (if a corporation)

WITNESS: (if not a corporation)

By: _____

Name: _____

Title: _____

ATTEST/WITNESS (SEAL)

(Name of Design-Build Firm)

By: _____

Name: _____

Title: _____

(Full Name of Surety)

(Mailing Address of Surety for Notice)

By: _____

Name: _____

Title: _____

Date: _____

Phone Number of Surety:(____)_____

By: _____

Name: _____

Title: _____

Date: _____

**EXHIBIT 7.2
FORM OF PERFORMANCE BOND**

Project No. _____

PERFORMANCE BOND

PERFORMANCE BOND

THE STATE OF TEXAS §

§ **KNOW ALL MEN BY THESE PRESENTS:**

THE COUNTY OF _____ §

THAT WE, _____, as Principal, hereinafter called “Design-Build Firm” and the other subscriber hereto _____, as “Surety”, do hereby acknowledge ourselves to be held and firmly bound to **San Antonio Water System**, “Owner”, in the sum of _____ (\$_____) for the payment of which sum, well and truly to be made to Owner and its successors, the said Design-Build Firm and Surety do bind themselves, their heirs, executors, administrators, successors, and assigns, jointly and severally.

THE CONDITIONS OF THIS OBLIGATION ARE SUCH THAT:

WHEREAS, Design-Build Firm, has entered into a Design-Build Services Agreement, Contract No _____, dated _____, 2020 (the “Agreement”) with Obligee in connection with the design and construction of the Project to be located in San Antonio, Texas, all of such services and work to be done as set out in full in said Contract Documents therein, all of which are made a part of this instrument as fully and completely as if set out in full herein, including but not limited to the dispute resolution procedures provided therein.

NOW THEREFORE, if the said Design-Build Firm shall faithfully and strictly perform Contract according to all its terms, provisions, and stipulations, and in accordance with its true meaning and effect, and in accordance with the Contract Documents, including but not limited to the plans and specifications to be prepared as required therein, and with this bond, then this obligation shall become null and void and shall have no further force and effect; otherwise the same is to remain in full force and effect.

Should the Design-Build Firm fail to faithfully and strictly perform the Contract in all its terms, including but not limited to the indemnifications thereunder, the Surety shall be liable for all damages, losses, expenses and liabilities that the Owner may suffer in consequence thereof, as more fully set forth herein. The Surety understands and accepts the provision in the Contract that Owner shall retain certain amounts due the Design-Build Firm until the expiration of thirty days from the acceptance of the Work is intended for the Owner’s benefit, and Owner shall have the

right to pay or withhold such retained amounts or any other amount owing under the Contract without changing or affecting the liability of the Surety hereon in any degree. Provided, however, the preceding sentence shall not affect the surety's rights to collect such sums as are actually retained by the Owner, to the extent such sums are due under the Contract and applicable law. It is further expressly agreed by Surety that Owner or its representatives are at liberty at any time, without notice to the Surety, to make any change in the Contract Documents and in the Work to be done thereunder, as provided in the Contract, and in the terms and conditions thereof, or to make any change in, addition to, or deduction from the work to be done thereunder; and that such changes, if made, shall not in any way vitiate the obligation in this bond and undertaking or release the Surety therefrom. Subject to the foregoing exclusion, it is further expressly agreed and understood that the Design-Build Firm and Surety will fully indemnify and save harmless Owner from any liability, loss, cost, expense (including attorneys fees), or damage arising out of or in connection with the work done by the Design-Build Firm under the Contract.

This bond and all obligations created hereunder shall be performable in Bexar County, Texas. This bond is given in compliance with the provisions of Chapter 2253 and Section 2269.311 of the Texas Government Code, as amended, and pursuant to which this bond shall be only for the construction portion of the Contract, and shall not provide coverage for the design portion of said Contract.

IN WITNESS THEREOF, the said Design-Build Firm and Surety have signed and sealed this instrument on the respective dates written below their signatures and have attached current Power of Attorney.

ATTEST, SEAL: (if a corporation)

WITNESS: (if not a corporation)

(Name of Design-Build Firm)

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

ATTEST/WITNESS (SEAL)

(Full Name of Surety)

By: _____

(Mailing Address of Surety for Notice)

Name: _____

Title: _____

Date: _____

Phone Number of Surety:(____)_____

By: _____

Name: _____

Title: _____

Date: _____

EXHIBIT 7.3

SECURITY BOND

Surety Bond No. _____

STATE OF TEXAS §

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF _____ §

THAT we, _____, as Principal, and hereinafter called the Principal, and _____, as Surety, and hereinafter called the Surety, are held and firmly bound unto **San Antonio Water System**, as Obligee, and hereinafter called the Obligee in the penal sum amount of \$_____, the payment of which sum well and truly to be made, the said Principal and the said Surety bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally firmly by these presents.

WHEREAS, Principal has entered into a Design-Build Services Agreement, Contract No _____, dated _____, 2020 (the “Agreement”) with Obligee in connection with the design and construction of the Project, under the terms of which said Principal is obligated to timely submit to the Obligee a Final Guaranteed Maximum Price Proposal following the completion of the Design Phase to finally establish the Guaranteed Maximum Prices (“GMP”) for all Services and Work required under the Agreement for the Project; and

WHEREAS, upon the Obligee’s Approval of the Principal’s Final GMP Proposal, and Principal’s receipt thereof, Principal is obligated to execute a Contract Amendment to finally establish the Guaranteed Maximum Price, and to thereafter to timely submit to the Obligee statutory payment and performance bonds for the total amount thereof, as finally established under the Agreement;

NOW THEREFORE, if Principal shall, in a timely manner and as required under the Agreement:

- (i) submit its Final GMP Proposal as required by the Agreement for all Services and Work required under the Agreement; and
- (ii) execute a Contract Amendment in the form required by the Agreement to finally establish the Guaranteed Maximum Price for all Services and Work required under the Agreement; and
- (iii) deliver to the Obligee, within ten (10) days thereafter the statutory payment and performance bonds for the GMP, as required by the Agreement, or
- (iv) cause the Design Principal of Record (“DPOR”) to continue in the performance of the Design Services pursuant its Joinder in the Agreement

and the collateral assignment of its agreement to the Principal in the event the Principal fails to submit a Final GMP Proposal in accordance with the requirements of the Agreement and/or the Principal and Obligees cannot agree on a Final GMP, and the Obligees elects to accept and assume such assignment; or

- (v) if the Principal shall subsequently cure any failure on the part of said Principal to timely execute the Contract Amendment and deliver to Obligees the Payment and Performance Bonds, within ten (10) days after Obligees' written notice of such default to the Principal and Surety, or cause the DPOR to continue the performance of the Design Services as provided in subpart (iv), above, then,

this obligation shall be null and void, otherwise to remain in full force and effect. Principal's failure either to perform in a timely manner or remedy any default within the cure period referenced herein shall entitle Obligees to immediate payment of the full penal sum of this Security Bond without further notice.

SIGNED, SEALED and DATED this _____ day of _____ in the year.

(SEAL) _____
Principal

ATTEST:

By: _____ By: _____

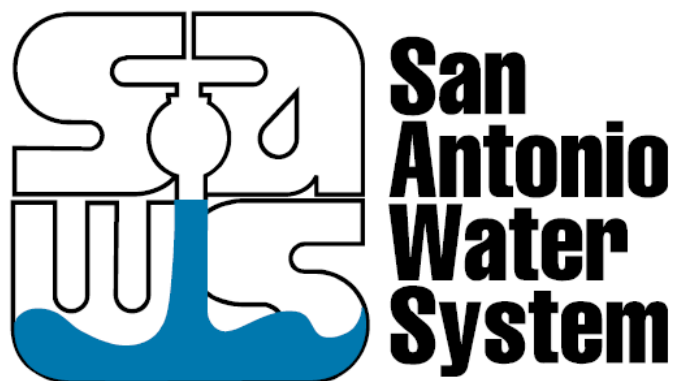
(Typed Name and Title) (Typed Name and Title)

(SEAL) _____
Surety

ATTEST:

By: _____ By: _____

(Typed Name and Title) (Typed Name and Title)



Prepared for the
Service Center Program
San Antonio Water System
San Antonio, TX

Project Management Plan (PMP)
For
Phase 3: Service Center Project

Version 3.1

September 2020



Central Area Office
12902 Elmington Drive
Cypress, TX 77429
281-376-2190, fax 281-376-2178
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Exhibit 8
Project Management Plan
Phase 3: Service Center Project

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Exhibit 8
Project Management Plan
Phase 3: Service Center Project

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Exhibit 8
Project Management Plan
Phase 3: Service Center Project

SECTION 1 - OVERVIEW

Objective and Purpose

The objective of the Project Management Plan (“PMP”) is to provide uniformity in the application of project management practice, from the top owner level, for each project within SAWS Service Centers Program. APSI, SAWS’ Program Manager, has developed this PMP based on the Project Management Institute’s “Guide to the Project Management Body of Knowledge” (PMBOK® Guide) to provide broad overarching guidance for the general management of this Project.

This tailored PMP applies to all projects managed by, subcontracted and/or performed under this Project, and applies to the Program Manager, the Design-Build Firm, and third-party contractors who join the program via specific project contract awards for services by SAWS.

This PMP delineates the project organization, the elements of Owner’s and Program Manager’s team, organizational and systems tools/support, and provides guidance on the management processes and procedures for this Project. This PMP will be updated in the future as additional contractors are added by SAWS. At that time those members, roles, responsibilities, and authorities will be added to this document.

Definitions of terms not already defined in the Design-Build Services Agreement but that are used in this PMP are contained in Appendix B. In the event there is any inconsistency or disagreement between the Design-Build Services Agreement and this PMP, the Design-Build Services Agreement shall control. For purposes of clarification any process or procedure provided for in this PMP is to be considered as being in addition to the requirements of the Design-Build Services Agreement and shall not in any way supplant the requirements of the Design-Build Services Agreement



Exhibit 8
Project Management Plan
Phase 3: Service Center Project

SECTION 2 – SCOPE OF WORK

2.1 SAWS SERVICE CENTER PROGRAM

The Service Center Program as defined by the Design-Build Services Agreement means Owner’s program commenced in 2012 for the design, construction, renovation and delivery of all of Owner’s new and upgraded operations centers. The third phase, Phase 3, is as follows:

Phase 3 shall be as defined in the Design Build Services agreement and relates to the design and construction of the Northeast Side Operations Center (“NEOC”) and the design and construction of new site features and demolition of certain existing facilities at the existing Northeast Service Center (“Existing NESC”), all of which are located on different sites as described in the Design Criteria Package (“DCP”) (Exhibit 1). These service centers constitute the Phase 3 of Owner’s Service Center Project, to be designed and constructed for overall management and operation by the Owner.

Phase 3 shall be designed and constructed in accordance with the most current LEED for New Construction and Major Renovations, such that these Program Phases achieve at least an equivalency of “Silver” certification by the USGBC and GBCI as required by the Design Build Services Agreement and as described in the Design Criteria Package (“DCP”) (Exhibit 1)

Phase 3 will undergo third party commissioning, performed by Program Manager, supported by the Design-Build Firm with time in the Project Schedule and coordination as required. In accordance with the Design-Build Services Agreement, a certificate of Final Completion shall not be issued until all this third-party commissioning is successful.

2.2 PROGRAM MANAGER

The Program Manager has the obligation to assist the Owner in the oversight and management of the Service Center Program and has authority to manage and communicate with the Design-Build Firm on Owner’s behalf in accordance with the Program Management Services Agreement. Unless otherwise directed by Owner, the communications of the Design-Build Firm with respect to the Services and Work shall be directed to the Program Manager, who shall be the single point of contact to Owner for the Design-Build Firm and Design-Build Firm Parties provided, however, nothing in this PMP shall be construed to limit or restrict the right of Owner to communicate directly with a Design-Build Firm at any time.



Exhibit 8
Project Management Plan
Phase 3: Service Center Project

SECTION 3 – COMMUNICATIONS PLAN

3.1 CONTACTS

Following are the main contacts on the Project Team. This list should be updated as necessary.

Owner:

San Antonio Water System (SAWS)
2800 US Hwy 281 North
San Antonio, TX 78212

- SAWS Project Manager: Julie Valadez, RA, AIA, Julie.Valadez@saws.org , (210) 233-3078

Program Manager:

APSI Construction Management
12902 Elmington Drive, Cypress, TX 77429

- Project Executive: Robert Morse, robert.morse@apsicm.com, 713-301-9157
- Sr. Project Manager (SPM): Steve Gatto, steve.gatto@apsicm.com, 830-431-1116
- Architectural Representative: Geof Edwards, RA, AIA, gedwards@munoz-co.com, 210-349-1163

Design-Build Firm “**Key Personnel**” shall be defined as follows: (info to be provided and finalized prior to Notice to Proceed, thereafter updated as required)

- Design-Build Firm Project Executive:
- Design-Build Firm Project Manager:
- Design-Build Firm Pre-Construction Manager/ Estimator:
- Design-Build Firm’s DPOR Project Executive:
- Design-Build Firm’s DPOR Project Manager/ Project Architect:
- Design-Build Firm’s DPOR Design Lead:
- Design-Build Firm’s DPOR Construction Administration manager:
- Design-Build Firm’s NEOC Site Manager:
- Design-Build Firm’s ESOC Site Manager:
- Design-Build Firm’s NESC Site Manager:
- Design-Build Firm’s QC Lead (Design and Construction):
- Design-Build Firm’s Safety Officer:
- Design-Build Firm’s Project Controls/Schedule Lead:

3.2 INITIAL MEETINGS WITH OWNER AND PROGRAM MANAGER

Within seven (7) Days of Notice to Proceed with Design Services, the Design-Build Firm shall meet with the Owner and Program Manager to introduce all Design-Build Firm’s Key personnel, get personnel badged through SAWS’ security protocol for site access, become familiar with the communication protocol and this PMP for the Project, and receive training in access and use of the CPMS. The communication protocol process/procedure shall be provided in writing and the Design-Build Firm staff shall receive training on it, specifically:

Exhibit 8 – Project Management Plan (“PMP”)
Design-Build Services Agreement (Contract No. _____)



Exhibit 8
Project Management Plan
Phase 3: Service Center Project

- the process for oral and written communications,
- proper points of contact and copies for major topics,
- CPMS use to further the communication process and to automatically perform proper distribution,
- Reviewing and establishing drawing exchange protocols CAD & BIM standards,
- Process to upload Project correspondence, documentation, and submittals in the project records (document control within the CPMS), and
- Submitting Applications for Payment and Invoicing within the CPMS
- formal plans and processes to be developed and followed in the Project,
- Review of the CDRL exhibit
- Meeting with SAWS' SWMVB Manager and review of report process in S.P.U.R.
- Tracking of any deviation from the DCP

PROJECT and DCP REVIEW MEETINGS

Within seven (7) Days of Notice to Proceed, the Design-Build Firm shall attend initial meetings with Program Manager and Owner as necessary to fully understand the Owner's scope and DCP. In connection with such efforts, the Design-Build Firm shall provide the following:

- Cost savings opportunities such as costs of alternative materials or designs, that would benefit the Project
- Methods of verification for determining that the requirements and responsibilities of the Design-Build Firm and all Program requirements in the DCP are accurately incorporated into the GMP and Drawings and Specifications
- Subcontracts and any other Design-Build Services Agreement documents associated with the performance of Work in connection with the Project.
- Template and schedule for the next deliverable: DCP Acceptance and Design Approach Submittal_Report
- Template of spreadsheet to track DCP variances as a result of the Design-Build Firms Approach Submittal, and as defined in the Design-Build Services Agreement as a tool to track any proposed variances or inconsistencies in design between the DCP, the Design Approach Submittal, and Owner's prior service centers which shall be organized in a spreadsheet with reference to drawing or specification section

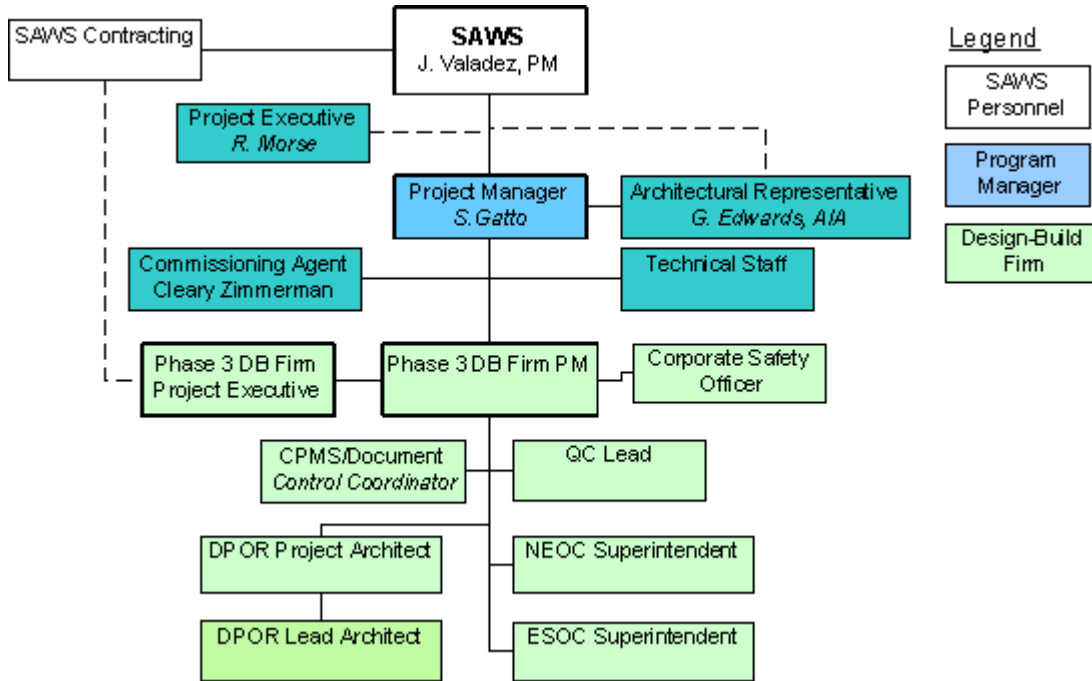
3.3 OTHER CONTRACTORS

As additional contractors are added to the Project by the Owner, or the Design-Build Firm (such as for FF&E, specialty contractors, etc.), the contact information shall be provided to the APSI Senior Project Manager (SPM) within 10 business days and this contact information shall be added by the SPM or Program Manager team as the SPM authorizes and directs. This shall be updated in CPMS so that the Project contact list is current and relevant.

Exhibit 8
Project Management Plan
Phase 3: Service Center Project

SECTION 4 – PROGRAM MANAGER TEAM ORGANIZATION

4.1 ORGANIZATIONAL CHART



4.2 ROLES, RESPONSIBILITIES AND AUTHORITIES OF ORGANIZATION

The Project Team and Design-Build Firm’s Key Personnel and functional assignments are shown below.

KEY PERSONNEL	PROJECT ROLE	FIRM
Julie Valadez	SAWS Project Manager (PM)	SAWS
Steve Gatto	Senior Project Manager (SPM)	APSI
Geof Edwards	Architectural Representative	Munoz & Co.
	Design-Build Firm Project Executive	
	Design-Build Firm Project Manager	
	DPOR Project Manager	
	DPOR Project Architect	
	Superintendent/Site Manager?	
	Superintendent	
	CPMS/Document Control Coordinator	
	NEOC QC Lead	
	ESOC/NESC QC Lead	
	Safety Officer	



Exhibit 8
Project Management Plan
Phase 3: Service Center Project

4.3 PROJECT TEAM RESPONSIBILITIES

Program Manager SPM

The SPM is the senior program manager staff member at the project site(s), responsible for the performance of all Program Manager team personnel on the project and is the primary liaison between the DB firm and SAWS, he is directly responsible to the SAWS Project Manager and to the SAWS Contracting Officer for confirming or denying timely and accurate delivery of all DB contract deliverables, for design/construction and quality oversight, owner’s inspection, CPMS operation, and DB Firm substitution request/order recording/analysis/reporting/submittal reviews/ RFI reviews. He is directly responsible for overall progress reports, DB pay request processing, facility acceptance, facility commissioning, coordination of FF&E installation, SAWS move-in, and ongoing implementation recommendations to SAWS.

In an oversight/review role, the Project Manager:

- Is the main liaison and first point of all communication between the Design-Build Firm and SAWS
- Maintains current version of the schedule for SAWS Service Center Program
- Oversees the use of the CPMS by Design-Build Firm and that only proper parties are allowed access
- Ensures all RFIs, ASKs, Submittals, Substitutions, CCDs Pay Applications, and other key documents are processed through the CPMS
- Produces Program Manager’s Monthly Report
- Assists the SAWS SMWVB office with DB firm’s compliance with SMWVB goals
- Ensures receipt of and provides review of Design-Build Firm’s schedule submissions and pay requests to SAWS in CPMS
- Provides meeting agendas and action item/decision result memos during the Design Phase
- Observes the Design-Build Firm’s regular safety compliance review/oversight and reporting on field efforts, updates SAWS on such, and issues stop notices as appropriate
- Supports briefings to senior SAWS executives by SAWS PM, including briefing development
- Archives CPMS material when needed

The Design-Build Firm’s Key Personnel positions and descriptions shall be completed in this section prior to Owner’s issuance of the Notice to Proceed to the Design-Build Firm





Exhibit 8
Project Management Plan
Phase 3: Service Center Project

SECTION 5 – RESERVED FOR INTERNAL USE





Exhibit 8
Project Management Plan
Phase 3: Service Center Project

SECTION 6 – DESIGN-BUILD FIRM ‘S REQUIRED PROCEDURES AND PLANS

REQUIREMENTS, CPMS, CAD/BIM AND PLANS

Table A: PLAN AND MANUAL DELIVERY SCHEDULE

<i>Para number</i>	<i>Plan/Manual</i>	<i>Initial due date</i>	<i>Update date</i>
6.1.5	Quality Control Plan	For negotiations	Prior to construction NTP
6.1.6	Cost Control Plan	With CDRL 2	Prior to construction NTP
6.1.7	Materials & Equipment Mgmt Plan	With CDRL 2	Prior to construction NTP
6.1.8	Safety Plan	For negotiations	Prior to construction NTP
6.1.9	Emergency Response Plan	With CDRL 2	Prior to construction NTP
6.1.10	Project Site Logistical Plan	With CDRL 2	Prior to construction NTP
6.1.11	Permitting Plan	With CDRL 2	Updated for each CDRL design submittal
6.1.12	Risk Mgmt & Mitigation Plan	With CDRL 2	Prior to construction NTP
6.1.13	Design-Build Firm Procedures Manual	For negotiations	N/A
Exhibit 10	LEED Equivalency Plan	Per Design Build Services Agreement	Per Design Build Services Agreement

6.1 **Project Management.** The Design-Build Firm will perform its Services and Work and manage the Project in accordance the Design-Build Services Agreement and with the following plans, procedures, guidelines, and protocols:

6.1.2 **Project Management Plan.** Design-Build Firm will comply with the requirements and processes/procedures of the PMP, as developed and updated by the Program Manager and approved by the Owner, for the organized and proper management of the Project. Design-Build Firm shall cooperate with Program Manager in the implementation of the PMP as it relates to the Project, with the objective of maintaining orderly and proper communication, proper document control, and compliance with the scope of the plans listed in Table A,, for quality, expedited delivery of the Project.

6.1.3 **Use of the CPMS.** The Design-Build Firm and Design-Build Firm Parties shall use the CPMS, as specified by the Owner and implemented by Program Manager, to provide Owner, Program Manager, and their representatives real time access to all Project information, oversight of all Project data, and general communications throughout the completion of the Project. Design-Build Firm has included in its General Conditions the cost of licenses for the appropriate number of users (seats) for its use of the CPMS as required by the Design-Build Services Agreement. Design-Build Firm shall comply with the requirement the Design-Build Services Agreement regarding CPMS Meeting and Training.

Program Manager will oversee and review all Project documentation in this system.

The Design-Build Firm and other contractors shall use the CPMS maintained by Program Manager. The Design-Build Firm shall, without exception, process and track within the CPMS, prior to final approval and Final Completion certification all Project related written documentation and deliverables, including, RFIs, submittals, ASIs, ASKS, Project written correspondence, pay requests, complete design submittals as





Exhibit 8
Project Management Plan
Phase 3: Service Center Project

defined in the CDRL, current construction drawings and specifications, and as-built's. Responses from the Design-Build Firm or Design-Build Firm's Parties, from the DPOR, from the Program Manager, Architectural Representative, and/or from SAWS will be transmitted via the CPMS.

6.1.4 Use of CAD and BIM Technology. The Design-Build Firm shall use and apply computer-aided design (CAD) standards, symbology, and compatibility requirements and building information modeling (BIM) shared file systems, and shall submit their firm's CAD/BIM manual, which shall be a referenced supporting document of the PMP, once the Design-Build Firm is awarded. Design-Build Firm shall provide to the Project Team, free of charge, electronic access to use and make copies of BIM data and electronic files of Construction Documents, subject to their prior execution and compliance with the BIM Protocols (Exhibit 2 to the Design-Build Services Agreement), with respect to such data and electronic files, in accordance with the the Design-Build Services Agreement.

The Design-Build Firm *** shall comply with the BIM Protocols (Exhibit 2 to the Design-Build Services Agreement), and maintain and make available to the Project Team, at no additional cost, access to and the use of the data maintained in the BIM, to expedite, manage and coordinate the transfer and exchange of technical data, construction cost estimating and scheduling information among the Project Team with a view toward early identification and resolution of design conflicts, inconsistencies, and interface issues, to update the Control Estimate and Project Schedule where shown in Exhibit 10 (Contract Data Requirements List) and for the GMP.

Design-Build Firm shall use the CPMS system to coordinate and facilitate transfer to Owner of the complete BIM model and As-Built Drawings in electronic native CAD format and in PDF printable format, in accordance with the Design-Build Services Agreement.

6.1.5 Quality Control Plan. Design-Build Firm shall develop and submit its comprehensive Quality Control Plan to the Program Manager for review and Approval which must be obtained and Approved before issuance of the Owner's Notice to Proceed. The Design-Build Firm shall make such improvements in its Quality Control Plan as required by Program Manager and as necessary to comply with the PMP and the Design-Build Services Agreement prior to issuance of Owner's Notice to Proceed with the Design or Construction Phases. This plan will at a minimum describe and/or include:

- a) Design-Build Firm 's Key Personnel, as designated in Design-Build Firm Staffing Plan (Exhibit 5 of the Design-Build Services Agreement), responsible for Quality Control during the Design and Construction Phases of the Project.
- b) Performance of quality control of all documents during the design stage including timing/frequency and all parties involved in internal peer review sessions
- c) Process in which and frequency that drawing/spec discipline coordination is reviewed, monitored, and reported in both Design and Construction Phases, and the corrective action to remedy any conflicts between disciplines while maintaining the Project Schedule.
- d) Process in which and frequency that errors are reported to Design-Build Firm's management and Program Manager, and how corrections are accomplished, confirmed, and reported in both Design and Construction Phases, and the corrective action to remedy such errors while maintaining the Project Schedule;



Exhibit 8
Project Management Plan
Phase 3: Service Center Project

- e) Process in which standard drawing symbols, specification terms, and discipline drawing coordination/conformance will be established, maintained and achieved in deliverables in both Design and Construction Phases,
- f) Process(es) used to ensure compliance with quality and test requirements contained in the CD documents
- g) Process in which quality of submittals and shop drawings and drawing/specs cross discipline coordination/conformance, and identification of any errors therein, will be established, maintained and achieved in deliverables in the Construction Phase, and the corrective action to remedy any such errors while maintaining the Project Schedule;
- h) List of compliance and corrective action reports that are produced and provided to the Program Manager and Owner in both Design and Construction Phases
- i) List all responsible personnel, any outside training groups, and scheduling of Owner witnessing events at least 2 weeks in advance with all tasks, applicable procedures, interfaces (including witness hold and inspection points) and documents recording attainment of quality, coordination and delivery of such items within the Project Schedule.
- j) The process of timely delivery of QC reports together with the Design-Build Firm's field personnel's completed forms as backup to such reports each month with the Program Manager and Owner, to be more fully described in the Design-Build Firm's ' QC Plan, and the availability of all QC reports and records for audit by the Program Manager upon request
- k) Methods to reconcile identified quality control items with project requirements, the current GMP and the Project Schedule
- l) Procedure for incorporating first and second tier subcontractor QC processes, procedures, and reporting into the Design-Build Firm's QC Plan, and
- m) Process for maintaining the quality of any inspections or tests of the Work of Design-Build Firm Parties as required by the Design-Build Services Agreement, and the corrective action to address any deficiencies in the Work identified by such inspections or tests while maintaining the Project Schedule;
- n) Process to address "pre" punch list items at benchmark points of construction as noted by the Owner or Program Manager
- o) Process for Design-Build Firm's project manager and DPOR's project manager and design lead to comprehensively and continuously review all Drawings and Specifications and to monitor the Services and Work of the Design-Build Firm for determination of compliance with the Project requirements, the Approved Construction Documents, the DCP, the GMP, and the Project Schedule. (Such reviews, and the acceptance or rejection of any of the foregoing, by Design-Build Firm's senior management shall be communicated to the Program Manager in a DCP Compliance communicate via CPMS.)



Exhibit 8
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- p) Process for both the Design –Build Firm’s and the DPORs internal punch lists , the timing and combining of these two , into a single master punch-list, delivery of this master punch list to the Owner and Program Manager, and remedy of those items prior to scheduling Owner punch list walk throughs.

The Owner and Program Manager shall be notified of all updates to the Quality Control Plan, and supplemental logs and reports and progress logs associated with the Quality Control Plan, and these shall be properly identified, logged, dated and provided by the Design-Build Firm to the Program Manager and posted in the CPMS

Upon Notice to Proceed, Design-Build Firm shall implement the Approved Quality Control Plan for performance of the Services and the Work, and consider all aspects of quality from code and functional space program compliance, permitting, adherence to the DCP, through Final Completion of the Project.

Design-Build Firm shall support on-call quality inspections, reviews, audits, commissioning and requests by the Program Manager or Owner through Final Completion of the Project in support of the Program Manager’s role to implement, coordinate and manage the quality control and quality assurance processes and all related plans and documents.

Design-Build Firm shall follow all processes and procedures described in its Approved Quality Control Plan, including delivery of a detailed monthly QC reports with supporting field forms, but separate from, the monthly summary report required in Procedure C.

6.1.6 Cost Control Plan. Design-Build Firm will implement, coordinate, and manage the approved Project cost and schedule control processes, as described in the PMP, and shall provide each of the following:

- a) Estimating: Cost reporting including a comprehensive system for tracking and predicting the cost of all items whether in the design or construction process; independently formulated cost estimates and Applications for Payment projections from NTP through final completion; This system shall be thoroughly described, with examples and templates from previous projects, and submitted as part of the Cost Control Plan;
- b) Cost Control Measures: Ongoing proven cost control measures that include the identification of previously implemented and successful cost control methods to reduce cost, shorten schedule, and/or utilize substitute materials and systems; These measures shall be tracked through a Value Engineering log provided to the Program Manager with each design submittal and at 3 month intervals during construction. These cost control measures shall be thoroughly described, with examples and templates from previous projects, and submitted as part of the Cost Control Plan;
- c) Cost Estimating: During the Design Phase, the Design-Build Firm will prepare updated Control Estimates for each design submittal , as required by the CDRL (Exhibit 10) , reflecting the Cost of the Work and as required and in accordance to the Design-Build Services Agreement. Design-Build Firm shall include a narrative attached to each submitted and updated Control Estimate to include a general summary of how the development of the designs have resulted in any significant increases or decreases (i.e. greater than 5% of previous estimates) to any specific line items, as well as the impact to the Design-Build Firm’s contingency line item. The total amount of any



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such Control Estimate or Final Control Estimate, shall not exceed the Guaranteed Maximum Price established in the Pricing Schedule (**Exhibit 3**), as required by the Design Build Services Agreement.

The Design-Build Firm shall explain their process for estimating each of the required design deliverables (as required in CDRL – Exhibit 10) in a step by step narrative, including the Key Personnel responsible for these tasks necessary in producing each Control Estimate. This process and list of tasks shall be thoroughly described, with examples and templates from previous projects, and submitted as part of the Cost Control Plan.

- d) **Contingency Control:** During the Construction Phase, the Design-Build Firm shall provide monthly logs updating the status of the Design-Build Firm’s contingency and cataloging all approved Design-Build Firm Contingency requests to date.

The Cost Control Plan will be submitted to the Program Manager in accordance with Table A of this PMP. Any updates will be promptly provided to the Program Manager and posted in the CPMS

6.1.7 Materials and Equipment Management Plan. Design-Build Firm will establish a Materials Management Plan in accordance with requirements and procedures set forth by the Program Manager. The Materials Management Plan shall be specific to construction and installation activities at each Operations Center Project site that covers all activities associated with materials and equipment (M&E) supplied by Design-Build Firm and Design-Build Firm Parties, as appropriate.

The Design-Build Firm shall, as a task of the Materials and Equipment Management Plan:

1. Coordinate with the Program Manager’s procedures and list any additional procedures they will follow for their general M&E activities in a logical order and include references to applicable procedures, plans and documents/reports to be maintained for delivery, receipt, lead times, submittals, substitutions, and inventory protection/management of materials and equipment at the Project Site, or stored off-site, including without limitation records for material receipt, secure and insured storage, issue and surplus.
2. Indicate all off-site storage locations which must be included in the Cost of Work by the Design-Build Firm and be Approved by SAWS in advance of their use.
3. Identify all materials, equipment and other items requiring extended delivery times and shall recommend the early procurement of long lead items to the Program Manager and the Owner
4. Identify the location on-site of these materials and equipment, shall be coordinated and shown within the Site Logistics plan.

The Materials and Equipment Management Plan will be updated by the Design-Build Firm at the Program Manager’s request or as circumstances require in order remain current with site conditions and activities so as to not impact construction limits or interfere with any ongoing SAWS operations.

A Receipt of Materials format and billing procedure for “Materials on Hand” but not installed shall be coordinated prior to construction in a meeting with the SAWS Contracting Manager, the SAWS PM and the Program Manager.

This plan will be submitted to the Program Manager in accordance with Table A of this PMP. Any updates will be promptly provided to the Program Manager and posted in the CPMS.



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6.1.8 **Safety Plan.** The Design-Build Firm shall develop a Safety Plan for the Project that describes the means by which the Design-Build Firm will provide for the protection of persons and property in accordance with the Design-Build Services Agreement. This plan shall be compatible with all Owner Safety, Security and Emergency plans, and shall describe the Design-Build Firm's safety management system and safety documents to include but not be limited to safe work practices, traffic control protocol, material handling and storage, environmental protections, excavation/ trenching/ demolition, heavy and critical lifts.

The Safety Plan shall include:

- 1) a safety procedure and reporting process which is a tabulation of the procedures to follow in all potential anticipated tasks and hazards for the Project that require a safety procedure, and accident reporting protocol.
- 2) a comprehensive manual on the Design-Build Firm's safety Training and Personal Protective Equipment (PPE) given to all employees, including but not limited to Rules and Regulations of the United States Department of Labor, pertaining to Occupational Safety and Health Administration standards as presently existing or as may be modified or amended.
- 3) Staffing plan as part of the Staffing Plan (Exhibit 2 of the Design-Build Services Agreement), whereas the Design-Build Firm identifies all individuals and their roles in the Safety Plan, to include their duties, response effort, reporting requirements and preventative measures. The Design-Build Firm shall identify all or their field personnel that have 10 or 30 hour OSHA training.

The Design-Build Firm shall obtain acceptance of its Safety Plan before Owner's issuance of written Notice to Proceed for design and in accordance with Table A of this PMP. This may include, at the Owner's request, a meeting of the Design-Build Firm's executive, the Design-Build Firm's Project Manager and the Design-Build Firm's safety officer with SAWS PM and any relevant SAWS staff.

Any updates to the Safety Plan will be promptly communicated to the Program Manager and, upon the Program Manager's review, and Owner review and Approval, posted by the Design-Build Firm in the CPMS.

6.1.9 **Emergency Response Plan.** The Design-Build Firm shall develop an Emergency Response Plan which shall be compatible with all Owner safety, security and emergency plans and procedures and which shall include but not be limited to emergency and accident response procedures, first aid and medical procedure, fire protections, evacuation, egress routes. The Emergency Response Plan shall include Emergency Incident List which is a spreadsheet of all anticipated events and procedure for each. Design-Build Firm shall as part of the Staffing Plan (Exhibit 2 of the Design-Build Services Agreement) identify all individuals and their roles in the Emergency Response Plan, to include their duties, response effort, reporting requirements and preventative measures, and where Owner staff is onsite, include for their evacuation, safety and muster points.

The Design-Build Firm shall obtain acceptance of its Emergency Response Plan from the Owner before Owner's issuance of written Notice to Proceed for design and in accordance with Table A of this PMP. This may include, at the Owner's request, a meeting of select Design-Build Firm management with the SAWS Risk and Safety Managers and the SAWS PM.



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Any updates to the Health and Safety Plan will be promptly provided to the Program Manager and posted in the CPMS.

6.1.10 Project Site Logistical Plan- The Design-Build Firm will develop a Project Site Logistical Plan evaluating the changing logistics and site layouts during construction of each of the Worksites and all areas within the construction limits as well as any egress and construction and Owner traffics lanes and parking that may fall outside of the Limits of Construction, but within the Worksite.. This plan must be approved by SAWS and coordinated with the Project Schedule, the Materials and Equipment Management Plan, procurements, deliveries and staged sequencing, and at a minimum, shall clearly describe and depict the following:

- 1) Staging and mobilization
- 2) Construction/ delivery entrances
- 3) Ingress / egress for Design-Build Firm and for all SAWS operations
- 4) Parking areas for Design-Build Firm and for all SAWS operations
- 5) Permanent and temporary fencing, and vehicular and pedestrian gates
- 6) Silt fencing and erosion control,
- 7) Wash out pits
- 8) Crane locations (if applicable) and lay down areas
- 9) Security and safety requirements and measures, emergency entrances,
- 10) Location of construction trailer, storage containers and trash dumpsters
- 11) Trenching & underground work or overhead work within SAWS operating areas
- 12) Utility and service outages affecting SAWS operations
- 13) Sequencing of construction and a series of sequenced site plans as needed to correspond with each construction sequence. The plan shall minimize construction traffic by identifying clear controls of methods of delivery, removal of waste and all other environmental considerations.

If the Design-Build's Project Schedule requires sequencing and staging or phasing of various Project requirements, then the Project Site Logistical Plan for that Worksite shall include sequential corresponding and separate plans based on the dates and sequence of the Design-Build's Project Schedule. Owner shall not issue a NTP into Phase or Stage without an updated and Owner accepted Project Site Logistical Plan for that respective Phase or Stage of the Project.

The plan will be reviewed by the Program Manager and shall be subject to Owner acceptance. The proposed plan shall be presented to SAWS stakeholder VP and SAWS PM, for review and acceptance. The plan shall be finalized and accepted prior to Notice to Proceed for the Construction Phase and in accordance with Table A of this PMP. Any proposed updates shall be promptly provided to the Program Manager and Owner for review and acceptance at least 15 Days prior to any impact to the site or proposed implementation. Once accepted, updates to the Project Site Logistical Plan shall be posted in the CPMS.

6.1.11 Permitting Plan- The Design-Build Firm shall develop a Permitting Plan describing how the Design-Build Firm intends to ensure that all required permits and approvals, including accessibility compliance, are obtained for every permit that is required for the Project. At a minimum, the plan shall include:



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- 1) procedures for managing all communications and submittals to the regulatory agencies, including consultation, formal applications, and the review process through to the receipt of all permits, including notification of the Owner of planned submissions prior to submission;
- 2) quality control and quality assurance procedures during both Design and Construction Phases, to ensure that the above procedures are followed and verified through to the receipt of all permits;
- 3) roles and responsibilities of the Design-Build Firm Parties tied to the Staffing Plan (Exhibit 2 of the Design-Build Services Agreement) that identifies all individuals and their roles in the permitting process.
- 4) a listing of any risks the Design-Build Firm foresees in performing the permitting process and securing all required permits.
- 5) detailed description of the scope and timing from the Owner that the Design-Build Firm requires to complete the permitting process.
- 6) a format for tracking the permitting process in a report format to be reviewed in conjunction with monthly status meetings.

This plan shall be coordinated with the Project Schedule, milestone dates within the Project Schedule to receive the building permits, Substantial Completion, milestone dates within the Project Schedule to receive the Occupancy permits, and Owner's move sequencing. The Permitting Plan shall be reviewed by the Program Manager and is subject to the comment and feedback of the Owner before submittal.

The plan shall be submitted per Table A, i.e. submitted with CDRL 2 and approved prior to submittal of CDRL 3.

6.1.12 Risk Management and Mitigation Plan - The Design-Build Firm shall prepare a Risk Management Plan which describes the system they shall use for identifying, evaluating, assessing and mitigating all risks of all types (e.g. financial, technical, safety, environment.). The Risk Management Plan shall also describe how risk management is integrated and implemented into planning, work prioritization, and decision-making by the DB and how risks are identified as such in those steps. This Plan provides assurance to the Owner that the Design-Build Firm has an active and comprehensive approach to manage the design and construction operations to meet the GMP and the schedule completion dates.

The Risk Management Plan shall include:

- 1) List of each identified risk and the person in the Design-Build Firm Staffing Plan identified as the risk mitigator
- 2) Appropriate action items and innovative technologies used to mitigate the risks,
- 3) Risk control methods and measure of each identified risk. Each risk shall have an assessment of probability of occurrence as a percentage and anticipated cost and/or schedule impact along with a low/high, as a +/- percent of potential variance in that impact.
- 4) The Risk Management Plan shall include a Risk Management Event Log which is a spreadsheet of all anticipated events and procedures for each event and/or successful mitigation of events.

The Design-Build Firm shall obtain acceptance of its Risk Management and Mitigation Plan before Owner's issuance of written Notice to Proceed for design and in accordance with Table A of this PMP. Any proposed updates shall be promptly provided to the Program Manager and Owner for review and approval at least 15 Days prior to any impact to the Project. Once approved, updates to the Risk Management Plan shall be posted in the CPMS.



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Risk status shall be reported regularly in Design-Build Firm’s Monthly reports submitted with pay applications. This shall include identification of new risks, changes in risk status or impact by the assigned risk mitigator along with actions accomplished by that person since the last report, risks that did not occur or are no longer relevant with reasons why. The Program Manager and/or Owner is informed of any perceived risk that they could address to help the Design-Build Firm meet the contract goals without changes to scope or DCP unless those changes are via the RFI and change request process described in the Agreement.

6.1.13 Design-Build Firm Procedures Manual. The Design-Build Firm shall develop a Procedures Manual establishing and detailing the Design-Build Firm’s standard procedures and formats for subcontracting, purchasing, progress reporting and report formats, documenting meetings, field reports, RFI/ASK/submittal development & review, invoicing procedures and other matters that require uniformity with the Project and Project implementation. The Procedures Manual shall be reviewed by the Program Manager and shall be subject to the acceptance by the Owner.

The Procedures Manual shall be submitted with CDRL 2 and accepted prior to the CDRL 3 submittal. Any proposed updates shall be promptly provided to the Program Manager and Owner for review and acceptance at least 15 Days prior to any impact to the Project. Once approved, updates to the Procedures Manual shall be posted in the CPMS.

6.1.14 Support for Implementation of Commissioning Plans. Program Manager in accordance with the Program Manager Services Agreement with the Owner shall establish and implement all commissioning protocols and commissioning plans for all Phases and for all impacted facilities. Enhanced Commissioning as described by LEED Energy and Atmospheric Credit 3, is not required as part of the Program Manager’s scope of basic services., Enhanced Commissioning of the NEOC Administration building may be performed by the Design-Build Firm, should the Design-Build Firm determine that those credits will be needed and pursued in order for the Design-Build Firm to fulfill the LEED Silver Equivalency. Separate Commissioning Plans are developed for each site during the Design Phase in consultation with the Design-Build firm. Each Commissioning Plan shall document all activities in chronological order from the initial drawings of the Design Phase through the Construction Phase including manufacturing/construction, process controls, final testing, and documentation/certification, in accordance with the Program Manager Services Agreement. The Program Manager shall develop the Commissioning Plan. The Design-Build Firm shall be actively coordinating with the Program Manager on these efforts and shall provide input as required.

The first draft plan of the Commissioning Plan shall be developed after receipt of the Design Phase 90% CD deliverable, a second draft plan developed after receipt of the Design Phases 100% CD deliverable, and a final plan developed shortly after NTP for construction. .

Program Manager shall perform functional testing and startup of all Project components in accordance with the commissioning plan. Design-Build Firm shall cooperate with the Program Manager in its duty to have the Program Manager’s commissioning agent implement the Program Manager’s commissioning protocols and plans. The Design-Build Firm shall support the Program Manager’s commissioning services for the Project, in accordance with the current LEED New Construction and Major Renovations requirements.



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Design-Build Firm shall contract with a third party independent testing and balancing services for mechanical, electrical and plumbing systems and other equipment installed in the Project, and provide schedule of proposed testing to the Program Manager and documentation of all test results to Owner and Program Manager, for the Program Manager's preparation of a commissioning report in matrix format for each equipment item installed in the Project.

Design-Build Firm shall cooperate with Program Manager in its performance of commissioning of the Project to enable Program Manager to timely complete all commissioning activities, including submission of all items for inclusion in Program Manager's commissioning reports, plans and other verification documents.

A completed and approved Final commissioning report is required prior to the issuance of the Certificate of Final Completion. It is incumbent upon the Design-Build Firm to allow for adequate time in the Project Schedule for the Program Manager's third party testing and commissioning, any items of non-compliance, and any remedies by the Design-Build Firm to achieve compliance and maintain the Project Schedule dates..

6.1.15 Warranty Plans. The Design-Build Firm shall develop separate Warranty Plans for each Worksite during the Design Phase. The Warranty Plan(s), in accordance with the Design-Build Firm's Services Agreement and in accordance with the Warranty Protocol (Exhibit 18) , shall be developed with input from the Program Manager and Owner, with a first draft plan developed after SAWS receipt of the 90% CD Design Phase deliverable, a second draft plan developed after receipt of the 100% CD Design Phase deliverable, and a final plan developed shortly after NTP for construction. The Warranty Plan shall be updated after completion of commissioning services and issuance of Substantial Completion certificates and then added to this PMP. Design-Build Firm will update the Warranty Plan after Final Completion.

The Warranty Plan, shall include each of the following:

- (i) A comprehensive spreadsheet listing all Project items, systems, equipment, and materials under warranty, whether items were part of the Commissioning Plan; any testing performed or required on equipment, installer and install date, warranty expiration date (for both the Design-Build Firm's warranty, and also the manufacturer's warranty, follow-up date prior to warranty expiration;
- (ii) Records/documentation produced for such warranted items; and
- (iii) Approval signatures by Program Manager, Design-Build Firm and others as required.
- (iv) Process for Owner to notify Design-Build Firm of warranty requests, completion and approval signatures that work was completed.
- (v) Form for each Warranty request with description and signatures
- (vi) A log of all warranty requests with requested date, description, completion date and status/remedy.

6.2 Requirements for Street, Parking Area, Site, and Drainage Work. Design-Build Firm shall provide cut sheets, for review and coordination purposes, to the Owner and Program Manager, fourteen (14) Days prior to construction of any site utility work, street and drainage work, and shall not proceed with any such utility or street work without Owner's prior Approval.

Design-Build Firm shall establish the necessary offsets, hubs and guards marked showing control designation and offsets for all required utility Work, including SAWS, CPS Energy and other utilities, and including sewer profiles and water profiles, as applicable. Design-Build Firm is responsible for all locating,



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pot holing and utility condition prior to start of the Work. Design-Build Firm shall provide staking and preparation of cut sheets after receiving notice to proceed from Owner. Design-Build Firm shall be responsible for maintaining and preserving baseline and temporary benchmarks indicated on the drawings for duration of construction. If such marks are destroyed, Design-Build Firm shall replace them at its own expense. At the end of construction of the Project, Design-Build Firm shall provide Owner a grade certificate prepared by a Registered Professional Land Surveyor. This certificate shall state that the infrastructure is constructed in accordance with the Construction Documents, as prepared by the DPOR, and approved by Owner.

6.3 Testing by Owner. Through the Program Manager, the Owner shall provide independent testing of the Work as required by Applicable Law. Owner may also designate one or more construction inspectors of its own who shall be given access to the Work as requested or needed. Design-Build Firm shall not be relieved of its obligations, responsibilities or duties to perform the Services and Work in strict accordance with the Design-Build Services Agreement either by any activities or duties of Owner in Owner's administration of the Design-Build Services Agreement or by tests, inspections or approvals required or performed by Owner or any person other than the Design-Build Firm.

6.4 Use of Design-Build Firm's Contingency. The Design-Build Firm's Contingency shall be as defined in the Design Build Services Agreement.

The Design-Build Firm's Contingency is part of the GMP, and not a part of the Cost of the Work.

Design-Build Firm shall use the DBCRF to inform and seek Approval by the Owner for use of the Design-Build Firms Contingency line item.

Any changes in the Design-Build Firm's Contingency shall be indicated with each Control Estimate submittals and described in narrative form as indicated herein in Section 6.1.6 Cost Control Plan and logged and tracked throughout the Project in a comprehensive spreadsheet, with the starting amount being the amount as listed on the GMP.

During the Design Phase and subsequent buyout and prior to the Owner's issuance of the NTP into the Construction Phase, the Design-Build firm may utilize the Design-Build Firm's Contingency without Owner Approval given that the Design-Build Firm, in doing so, provide a report with each Application for Payment, stating the amount and date drawn from the Design-Build Firm's Contingency, and for what purpose, and shall include the Design-Build Firm's Project Executive written approval.

Design-Build Firm shall submit updated Control Estimates and a Final Control Estimate as required by the CDRL (Exhibit 10) in the format that aligns with Exhibit 3 - Pricing schedule. These Control Estimates shall show the Design-Build Firm's Contingency allocated amongst each correlating line item in a separate "Contingency" column.

Upon receiving a NTP into Construction, or in reference to expending cost for Early Work Packages:

- 1) Design-Build Firm shall prepare and submit the Design-Build Firm's Contingency Request (DBCRF) form (Appendix C.3) prior to shifting or applying any funds during the Construction Phase or during any approved Early Work Packages from the Design-Build Firm's Contingency line item in Exhibit 3 Cost of Work to any other line item in Exhibit 3. This form



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shall be fully completed by the Design-Build Firm and submitted to the Program Manager who will review and submit with recommendations to the Owner.

- 2) Design-Build Firm shall only record Approved DBFCR and this Approval shall be reflected on respective line items, on all subsequent Application for Payments.
- 3) Design-Build Firm's Contingency funds shall remain unchanged on Exhibit 3 if a Design-Build Firm's Contingency Request is rejected.
- 4) Design-Build Firm shall number, date and track all Design-Build Firm's Contingency Requests and keep a comprehensive numerical log that is current and accessible to the Project Team on the CPMS.



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PROCEDURES

The procedures below apply to all transactions of participants within the Design-Build Firm and Design-Build Firm Personnel as well as to interactions of the Design-Build Firm with other parties such as Owner, Program Manager, and AHJs or governmental authorities, particularly interactions between the Design-Build Firm’s executives, the DPOR, and Design-Build Firm Parties.

PROCEDURE A: PROPOSAL REQUESTS AND CONSTRUCTION CHANGE DIRECTIVES

As a result of Owner’s written request for a cost estimate to add Services and/or Work for the Project after Owner has issued Notice to Proceed with construction. Design-Build Firm must provide Owner a Proposal Request for equitable adjustment to the GMP for such design change within ten (10) business days after receipt of Owner’s request.

In accordance with the Design Build Services Agreement, if the accepted, the Owner will attach the Proposal Request to a Construction Change Directives (CCD) and issue it to the Design-Build Firm. The Owner will use the Construction Change Directive (CCD) form (Appendix C.3). The Design-Build Firm shall confirm receipt on the form and return within one day. The Program Manager shall number, date and track all Construction Change Directives (CCDs) and keep a numerical log that is current and accessible to the Project Team on the CPMS.

PROCEDURE B: APPLICATIONS FOR PAYMENT

Design-Build Firm shall make Applications for Payment in accordance with the Design-Build Services Agreement.

Additional supporting information to the Applications for Payment as described in the Design-Build Services Agreement is as follows:

- The format for the Application for Payment is an Excel spreadsheet version of the form shown in Section D Reports and Forms.
- One hardcopy (11x 17 format) and complete electronic copy in native format (MS Project or Primavera) plus one pdf version
Coordinated and in accordance with the Design Build Firm’s approved Materials and Equipment Mgmt Plan and such stored materials not yet installed must be witnessed by Program Manager within 3 business days of receipt of Application for Payment

Payment by Owner will be in accordance with the Design-Build Services Agreement.

Additional procedures:

- Design-Build Firm shall submit two original signed and sworn copies of their Applications for Payment and copies of all subcontractors and vendors applications for payment.
- For materials’ applications for payments where the material is not yet installed, copies of vendor invoices shall be included with the Applications for Payment and all paperwork shall be included and approved by the require Design-Build Firm Parties, and signed in accordance with the Materials Management Plan.





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- A monthly payment meeting including Design-Build Firm and Program Manager , will be held, at least five (5) business days prior to the Design-Build Firm’s issuing or input of their Applications for Payment into CPMS, to discuss the amount of prospective payment and review the supporting documentation. Project Schedule and Schedule activity dates, percent complete and the proposed Application for Payment amounts will be confirmed or revised at this meeting. During this meeting, the Program Manager will review all documentation and observe the claimed material but not installed, that is listed in the Application for Payment. All documentation shall be submitted in accordance with the Design Build Services Agreement and the Materials Management Plan.
- If required, Design-Build Firm will promptly revise & resubmit their schedule update and cost reports as necessary to reflect those dates and amounts agreed to in the payment meeting prior to submitting and uploading the Application for Payment.
- In accordance with the Design Build Services Agreement, Design-Build Firm shall ensure that subcontractor payment information for all Design-Build Firm Parties, is submitted monthly utilizing the Owner’s Subcontractor Payment and Utilization Reporting (S.P.U.R.) system .

PROCEDURE C: MONTHLY REPORTING & SCHEDULE UPDATING

The Design-Build Firm shall in accordance the Design-Build Services Agreement submit to Owner and Program Manager a Monthly Progress Report and an Application for Payment for any Services and Work referenced in the approved Schedule of Values that has been completed during the previous calendar month.

All requirements of reporting and schedule updates, shall be copied into the CPMS, without exception, using the full WBS referenced in the document and shall be within the CPMS RFI/submittal system or placed in the appropriate WBS enumerated project folder under document

The monthly Progress Report shall be in accordance with the Design Build Services Agreement Section XIIB and shall address the status of the work, cost/schedule performance to plan, issues and accomplishments, quality control, and arrival/departure of major subcontractors for the work by each site.

Specifically, this Monthly Progress Report shall include all items per the Design Build Services Agreement as well as:

- **Summary Report.** A not more than 4-page narrative summary of the Project works to date, near term forecast, risk report and any Key Personnel changes to the Project Team. This summary report shall at a minimum, also include the following supporting documents (beyond the 4-page narrative):
 - The SAWS Variance Report (in section D Reports and Forms, an Excel file to be provided by Program Manager)
 - The Project Schedule, showing baseline (planned) dates/durations based on the Project Schedule submitted at the execution of the Design Build Services Agreement and which is Project Schedule (Exhibit 6) and current progress Schedule , and if any variations in milestones, this shall be presented in the form of a Recovery Schedule, and both schedules shall be depicted on both bars in a Gantt format and columns with both actual and forecast start and finish dates and showing total float for:
 - Design submittals, or
 - Construction works, delineated by each Worksite, each building and all site works (collectively) as well as all control milestones as per Design-Build Services Agreement to at least the division level of Masterformat
 - Industry standard CSSR report format





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- Quality control issues found, to be corrected and correction completions, and
- A separate safety report of safety training and any incident reports.
- Action Items Log and status of each item from the OAC meeting from the previous month.

- **Report by Each Site.** A structured set of information for each Worksite, each building or item, and overall siteworks, and, if active, major Masterformat divisions within those buildings or siteworks using:
 - The SAWS Variance Report
 - Industry standard CSSR report format, and
 - Quality control issues found, to be corrected and correction completion
- **Electronic submission in CPMS.** A pdf version of the complete report will be filed in the CPMS at the same time as hardcopy delivery to the Program Manager (2 copies) and PROJECT MANAGER OR OWNER (1 copy).

PROCEDURE D: CORRESPONDENCE & TRANSMITTALS

All correspondence and transmittals, including full distribution lists, shall be copied into the CPMS, without exception; using the full WBS referenced in the document and shall be within the CPMS RFI/submittal system or placed in the appropriate WBS enumerated project folder under document control.

E-Mails: Significant Incoming and Outgoing E-mails shall be filed in the applicable WBS enumerated correspondence file under document control. This includes any emails regarding change in cost, change in schedule, change in scope, emails directed to the Architectural Representative, Program Manager or Owner, actual or possible delays, any Key Personnel changes of Design-Build Firm or Design-Build Firm Parties, safety or onsite accident reports, Design Build Services Agreement discussions or disputes, SMWVB discussions, or any other items significant in nature that resulted in the items appearing in the Action Items Log from the OAC meeting.

Transmittals: Transmittals are memos or cover letters that accompany project documents or items, such as material samples. Use transmittals to: accompany items to indicate what, when, and why they were forwarded; communicate efficiently with vendors and contractors; create a permanent record of the action taken regarding an issue; trace an item if it is lost, misplaced, misdirected; and track the status of items that are the responsibility of others.

All Transmittals including full distribution lists of parties sending or sent to, shall be managed, transmitted and logged via the CPMS, without exception, using the full WBS which shall be referenced in each document and shall be within the CPMS Transmittal subsystem.

- Transmittals are to be produced for all items sent, except for general correspondence.
- Transmittals shall be sequentially numbered.
- Transmittals shall clearly identify all items being sent, the method(s) of delivery, the quantity of items being delivered, the date sent and any specific information the recipient may need to know about the items.



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PROCEDURE E: REQUESTS FOR INFORMATION

All Requests for Information (RFIs), including full distribution lists of parties sending or sent to, shall be managed, transmitted and approved via the CPMS, without exception, using the full WBS which shall be referenced in each document and shall be within the CPMS RFI subsystem.

All RFI's shall be addressed to a particular named party for action and recorded in the CPMS Ball-in-Court log with a desired response date from that particular party. If there is a cost or time impact if a response is not received by that response date, the impact shall be described in the RFI request. If an RFI comes to the Program Manager or Owner, the proposed solution by the Design-Build Firm and/or DPOR, and cost/schedule impact, if known, shall be included.

- RFIs shall be sequentially numbered, dated and a brief description with outcome given in a spreadsheet "RFI log" that can be queried
- An Approved RFI form and log shall be added to this PMP upon selection of the Design-Build Firm and no later than acceptance of the GMP.

PROCEDURE F: SUBMITTALS

All submittals, including full distribution lists of Design-Build Firm Parties, sending or sent to, shall be made via the CPMS, without exception, using the full WBS referenced in the document and shall be within the CPMS submittal. If supporting material is too large for loading as attachments to the submittal itself, then those attachments must be uploaded into the appropriate WBS delineated document control folder and referenced as such in the submittal document.

Any substitution requests to the DPOR shall be processed as a submittal, flagging that it includes a substitution request, and requires formal acceptance by the DPOR prior to sending to the Owner for Approval as required by the Design-Build Services Agreement.

Document deliverables, such as design deliverables and plans, as required by the CDRL (Exhibit 10) shall be uploaded in full in both pdf and native file modes. For submittals that include physical samples, the shipping label/airbill shall be included with the submittal overview/description paper and will show when shipped, recipients, and other relevant data.

- Submittals shall be sequentially numbered, dated and a brief description with outcome given in a spreadsheet "Submittal log" that can be queried

An Approved Submittal form and log shall be added to this PMP upon selection of the Design-Build Firm and no later than acceptance of the GMP.

PROCEDURE G: ACTION ITEM TRACKING

Any item requiring action to keep the project going (see next para) that is identified, communicated or observed, between the Design-Build Firm's Parties, will be recorded and tracked in the CPMS Ball-in-Court system, and listed/added to a tracking chart log attached to every OAC meeting agenda. Action items can be originated by any member of the Project Team to/in the CPMS system.



Exhibit 8
Project Management Plan
Phase 3: Service Center Project

General Definition: An action item is a result of any item identified throughout the course of the Project, by any member of the Project Team, that, if left unaddressed, would impact the GMP, Project Schedule milestone dates, deliverables or the requirements of the CDRL (Exhibit 10), or is identified to not be in compliance with the DCP , Construction Documents, or the Design-Build Services Agreement.

Action item tracking numbers and any associated files are created as a method to document and organize all applicable information concerning the issue, into one easy to reference file.

The following are provided as examples of action items that would require a response from either the Design-Build Firm, Owner or Program Manager:

- Answers needed from any member of the Project Team to complete a task or services or work.
- Request for pre-review layout of rooms by any member of the Project Team prior to a submittal
- Delivery of incorrect material/equipment
- Corrections needed to any deliverables to properly coordinate between Design-Build Firm’s Parties
- Rework/correction of improper construction or QC discovery
- Delays caused by poor coordination or scheduling of subcontractors
- Supplier or subcontractor delays
- Failure to aggressively prosecute/execute the work
- Weather delays potential impact

If any action item has potential cost or time impact to the GMP or to the Project Schedule, the Project participant must give written notice in accordance with the Design Build Services Agreement.

Action item tracking process: Upon noticing a potential issue, create a Tracking Number in the CPMS and, if necessary, create a new action item file to collect all relevant and related documentation.

- Tracking number files for each action item should contain the following:
 - Detailed Description of the issue
 - Date(s) of occurrence
 - Parties involved
 - All related correspondence, drawings, photos, and other relevant documentation
 - If known, the action item pending to resolve the issue
 - Targeted response due date and
 - Assigned member of the Project Team for the BIC for this item
- Following the identification of any item, the Design-Build Firm shall locate and address this item, and if applicable the affected area on the Worksite, and identify any other corresponding items, trades, or drawing sheets that could be impacted. This may involve videos/photos and notification of field inspectors to properly document the activity in this area.
- When logged into the CPMS Ball-in-Court system, action/response dates should be established according to the following guidance:
 - If life or public safety is in flux, the Design-Build Firm shall proceed in accordance with the Design-Build Services Agreement.
 - For issues that have the potential to affect the current project budget, control estimate, or GMP, the Owner and Program Manager shall be notified in writing in accordance with the Design Build Services Agreement.
 - All issues shall be resolved or moved to an RFI or other procedures within 10 Days





Exhibit 8
Project Management Plan
Phase 3: Service Center Project

Note: Any internal issues tracking log sheets, generated by the Design-Build Firm, that are separate from this Action items log, must be appended to their Monthly Report to the Program Manager.

PROCEDURE H: AS-BUILTS DOCUMENT MANAGEMENT

As-Built Drawings and Specifications: The Design-Build Firm shall update drawings (as-built drawings) and specifications (as-built specifications), at least monthly, to document any and all changes that occur during the Construction Phase. As part of the Closeout Phase, the Design-Build Firm shall update all CAD files, & all BIM models, and all construction drawings and electronic specifications to document changes that occurred during construction (such drawings will be provided in native CAD and BIM formats and pdf and hardcopy sets as required by the CDRL (Exhibit 10)

Design-Build Firm shall maintain current As-built record documents at each respective Worksite at the Design-Build Firm's site trailer throughout the Construction Phase, making the as-builts available to the Program Manager, Owner and/or Architectural Representative, upon request. Such documents will be maintained in a current status by implementing the following procedures.

- **Bulletins** - All drawing sheets revised and issued by the DPOR as Bulletins, are to be incorporated into the final set of drawings by the Design-Build Firm.
 - Highlight all of the items that were changed on the revised sheets included in the Bulletin.
 - Insert the revised Bulletin sheets into the final set of drawings by placing the new sheet on top of the old sheet, so the most current plan sheet is always on top. Fold the bottom right-hand corner of the old sheet over and note "Superseded by Bulletin #XX".
 - Update the Drawings Log to note the latest changes to each drawing sheet.
 - Note any changes to the Specifications - use a red pencil to cloud the changed specification sections and reference the applicable Bulletin or RFI.
- **Post RFI's** – any changes made through the RFI process should be noted by the Design-Build Firm on the monthly updated As-Builts and in the Final set of As-Builts.
 - If the change made in the RFI can be easily noted on the drawings, such as a dimension change, simply use a red pencil and make the change to the final set. Cloud the changes made and reference the applicable RFI.
 - If the changes made on the RFI are too extensive to clearly transfer, or if a sketch has been provided in the RFI response, make a copy of the RFI (reduced by 50%) and tape it to the back of the sheet adjacent to the one you are updating for quick and easy reference to the RFI. The changed areas should still be clouded on the drawing and the applicable RFI referenced.
 - Posted RFI's / Modifications Log – keep a log of all RFI's and modifications that have been posted to the final set to ensure that all are incorporated.
- **Submittals** – any changes made through the submittal process should be noted on the final set of As-Builts by the Design- Build Firm.
 - If the change made via the submittal can be easily noted on the drawings, such as a dimension change, simply use a red pencil and make the change to the final set. Cloud the changes made and reference the applicable submittal.
 - If the changes made on the submittal are too extensive to clearly transfer, or if a sketch has been provided in the submittal response, make a copy of the submittal (reduced by 50%) and tape it to the back of the sheet adjacent to the one you are updating for quick and easy reference to the submittal. The changed areas should still be clouded on the drawing and the applicable submittal referenced.
 - Posted submittal's / Modifications Log – keep a log of all submittals and modifications that have been posted to the final set to ensure that all are incorporated.



Exhibit 8
Project Management Plan
Phase 3: Service Center Project

PROCEDURE I: QUALITY CONTROL

The Program Manager has, with input and review by the Owner, developed, a state-of-the-art Quality Plan. This Quality Plan includes project and site-specific quality processes that considers all aspects of quality from code and functional space program compliance through Project completion for all Phases and all impacted facilities.

The Design-Build Firm shall, in coordination with the Program Manager's Quality Plan, develop implement manage and enforce their Approved Quality Control Plan. This Quality Control Plan is separate from the Program Manager's Quality Plan but shall be coordinated with and shall follow the processes and procedures developed in the Program Manager's Quality Plan. The Design-Build Firm's Quality Control Plan shall also include at a minimum the following for both Design and Construction Phases:

- 1) Identification of all Key Personnel of the Project team and shall include the Quality Control Manager and their role and tasks related to Quality.
- 2) Specifically define each function of the plan. Determine the role of each individual performing accountability evaluations for Design-Build Firm's Quality Control. Describe their credentials and responsibility. Determine corrective measures and who will evaluate and correct deficiencies
- 3) Review of the specifications and determine what materials will be tested and the physical location where they will be tested. Specify the frequency with which the tests will be conducted
- 4) A list of testing equipment. Describe the equipment and how it is capable of determining the properties of the materials. Describe how the equipment will be calibrated, maintained and used for the duration of the Project.
- 5) Incorporate testing procedures. Attach any relevant procedures used to report compliance by the Design-Build Firm Parties.
- 6) Incorporate performance monitoring procedures during the Design and Construction Phases. Attach any relevant procedures used to report performance for all Design-Build Firm's Parties.
- 7) Incorporate permitting and code compliance requirements and process for measuring performance of those plans.
- 8) Define the processes and activities in place for verification of the DCP during the Design Phases to include 1) internal QC and QA processes of the DPOR 2) intermittent and continuous inspections by the Design-Build Firm of DPOR processes, 3) reviews prior to Design Phase deliverables as required by the CDRL (Exhibit 10)
- 9) Define the processes for inspections and verification activities during the Construction Phase to include 1) intermittent and continuous inspections by the Design-Build firm, 2) inspections prior to major deliverable or Construction Phase benchmarks or any CLIN SC or FC date 3) QC and QA testing.
- 10) Describe the Quality Control record-keeping system and documentation. Define the types of reports generated and the frequency of reporting, to include documentation of QC and QA in daily reports and in inspection and testing report forms
- 11) Production and implementation of Quality Control Reports which shall be a detailed monthly report with field forms at the same time, but separate from, the Monthly Report of Procedure C.
- 12) Methodology to incorporate Quality Control Plan to all Design-Build Firm Parties
- 13) Process for identification of deficiencies to include deficiency identification, non-conformance reporting, deficiency correction and preventative actions



Exhibit 8
Project Management Plan
Phase 3: Service Center Project

Once Approved, Design-Build Firm’s Quality Control Plan shall be referenced as a supporting document to the PMP in accordance with TABLE A. Any updates will be promptly provided to the Program Manager and posted in the CPMS.

The Program Manager shall audit and oversee the Design-Build Firm’s Services and Work for adherence to their Quality Control Plan, this oversight by the Program Manager includes the receipt and review of the Design-Build Firm’s QC reports and exceptions, the Program Manager’s observations, efforts, and review the Design-Build Firm’s 3rd party testing services, the Program Manager’s assurance of coordinated and completed commissioning efforts in accordance with the Design-Build Services Agreement. The Program Manager shall provide the Owner with a written report of total start to finish QA process, ensuring all was provided properly throughout the Project in both Design and Construction Phases and including, FF&E installation, and commissioning.

PROCEDURE J: SAFETY PROCEDURES

The Design-Build Firm shall enact and follow the processes and procedures described in its accepted Safety plan, and in accordance with the Design-Build Services Agreement. The Monthly Report of Procedure C shall include a separate safety report of safety training and any incident reports.

PROCEDURE K: CLOSEOUT PROCEDURES

Substantial Completion and Final Completion shall be in accordance with the Design-Build Services Agreement.



Exhibit 8
Project Management Plan
Phase 3: Service Center Project

SECTION 7 – RESERVED FOR INTERNAL USE



Exhibit 8
Project Management Plan
Phase 3: Service Center Project

SECTION 8 – APPENDIX

- A Program WBS**
- B Definitions**
- C Forms and Templates**



Exhibit 8
Project Management Plan
Phase 3: Service Center Project

A PROGRAM WBS

Following is the major levels of the Program Work Breakdown Structure (WBS) that will be used to manage the document control, cost, schedule, and communications throughout the program execution. New contracts will originate at these levels or lower. If a new professional services or design/build contract is executed later, then the WBS number will be assigned.

- 1.0 Total Program
 - 1.1 Program Manager Services
 - 1.2 Reserved
 - 1.3 Reserved
 - 1.4 Reserved
 - 1.5 Reserved
 - 1.6 Reserved
 - 1.7 Reserved
 - 1.8 Phase III NEOC
 - 1.8.1 Reserved
 - 1.8.2 Reserved
 - 1.8.3 Design Phase
 - 1.8.4 Construction Phase
 - 1.8.4.1 NEOC
 - 1.8.4.2 Existing NESC
 - 1.8.5 Reserved
 - 1.8.6 Reserved
 - 1.9 Reserved





Exhibit 8
Project Management Plan
Phase 3: Service Center Project

B DEFINITIONS

Refer to the Design-Build Services Agreement and the Program Manager Services Agreement for Definitions.



Exhibit 8
Project Management Plan
Phase 3: Service Center Project

- C REPORTS AND FORMS**
- 1. PROJECT/CWBS VARIANCE REPORT (XL TEMPLATE FORM)**



Exhibit 8
 Project Management Plan
 Phase 3: Service Center Project

SAWS Variance Report

Contractor: _____

Project: _____

Cost Account Manager: _____

Report Date: _____

WBS: _____ Title: _____

CUM To Date

Prime Plus O/H

	Green	Yellow	Red
Overall:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Technical:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Cost:	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Schedule:	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Schedule Start: _____

BCWS: _____

Actual Start: _____

BCWP: _____

Scheduled Finish: _____

ACWP: _____

Actual Finish: _____

SV _____

Sched % Complete: _____

CV _____

Schedule EAC: _____

Cost % Compl _____

Original Budget	_____
Design Fee	_____
Indirects and Fee	_____
Direct Construction Costs	_____
Pending CDs	_____
Approved SAWS CDs	_____
Current Cost Total	_____
Pending SAWS CDs	_____
Est. Cost at Completion:	_____

Retainage this period: _____

Retainage to date: _____

Accomplishments, Milestones, Decisions

Variance Discussion

Corrective Actions

Open Issues, Actions for Next Month





Exhibit 8
Project Management Plan
Phase 3: Service Center Project

2. PAY REQUEST FORM (XL TEMPLATE FORM)



Exhibit 8
Project Management Plan
Phase 3: Service Center Project

APPLICATION AND CERTIFICATE FOR PAYMENT																																																															
			Application Period:				Application Date:																																																								
To (Owner):			From (Design-Build Firm):				Via DPOR:																																																								
Project:			Contract No.:				Contract Date:																																																								
Owner's Project No.:			D-B Firm's Project No.:				Contract For:																																																								
Distribution to:			D-B Firm:				DPOR:																																																								
Owner:							Program Manager:																																																								
DESIGN-BUILD FIRM'S APPLICATION FOR PAYMENT					DESIGN-BUILD FIRM'S CERTIFICATION																																																										
Change Order Summary					The undersigned Design-Build Firm certifies that: (1) all previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Design-Build Firm's legitimate obligations incurred in connection with Work covered by prior Applications for Payment; (2) title of all Work, materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to Owner at time of payment free and clear of all claims, liens, security interests and encumbrances (except such as are covered by a Bond acceptable to Owner indemnifying Owner against any such claims, liens, security interests or encumbrances); and (3) all Work covered by this Application for Payment has been completed in accordance with the Contract Documents and is not defective.																																																										
Approved Change Orders																																																															
Number		Additions		Deductions																																																											
TOTAL:																																																															
NET CHANGES BY CHANGE ORDER		#VALUE!																																																													
<table style="width:100%; border-collapse: collapse;"> <tr> <td style="width: 80%;">1. ORIGINAL CONTRACT SUM</td> <td style="width: 5%; text-align: center;">\$</td> <td style="width: 15%;"></td> </tr> <tr> <td>2. NET CHANGES BY CHANGE ORDER</td> <td style="text-align: center;">\$</td> <td style="border: 1px solid black;"></td> </tr> <tr> <td>3. CONTRACT SUM TO DATE (Line 1 +/- 2)</td> <td style="text-align: center;">\$</td> <td style="border: 1px solid black;"></td> </tr> <tr> <td>4. TOTAL EARNED ON WORK COMPLETED & STORED TO DATE</td> <td style="text-align: center;">\$</td> <td style="border: 1px solid black;"></td> </tr> <tr> <td colspan="3" style="text-align: center;">(Column G Total on Continuation Sheet)</td> </tr> <tr> <td colspan="3">5. RETAINAGE:</td> </tr> <tr> <td> a. 5% % of Completed Work</td> <td></td> <td></td> </tr> <tr> <td> (% RET x Columns D+E Total on Continuation Sheet)</td> <td></td> <td></td> </tr> <tr> <td> b. 5% % of Stored Material</td> <td></td> <td></td> </tr> <tr> <td> (% RET x Column F Total on Continuation Sheet)</td> <td></td> <td></td> </tr> <tr> <td> Total Retainage (Column I Total on Continuation Sheet)</td> <td style="text-align: center;">\$</td> <td style="border: 1px solid black;"></td> </tr> <tr> <td>6. TOTAL EARNED LESS TOTAL RETAINAGE WITHHELD TO DATE</td> <td style="text-align: center;">\$</td> <td style="border: 1px solid black;"></td> </tr> <tr> <td> (Line 4 Less Line 5 Total)</td> <td></td> <td></td> </tr> <tr> <td>7. LESS PREVIOUS CERTIFICATES FOR PAYMENT</td> <td style="text-align: center;">\$</td> <td style="border: 1px solid black;"></td> </tr> <tr> <td> (Line 6 from prior Certificate)</td> <td></td> <td></td> </tr> <tr> <td>8. CURRENT PAYMENT DUE</td> <td style="text-align: center;">\$</td> <td style="border: 1px solid black;"></td> </tr> <tr> <td>9. BALANCE TO FINISH, INCLUDING RETAINAGE</td> <td style="text-align: center;">\$</td> <td style="border: 1px solid black;"></td> </tr> <tr> <td> (Line 3 less Line 6)</td> <td></td> <td></td> </tr> </table>										1. ORIGINAL CONTRACT SUM	\$		2. NET CHANGES BY CHANGE ORDER	\$		3. CONTRACT SUM TO DATE (Line 1 +/- 2)	\$		4. TOTAL EARNED ON WORK COMPLETED & STORED TO DATE	\$		(Column G Total on Continuation Sheet)			5. RETAINAGE:			a. 5% % of Completed Work			(% RET x Columns D+E Total on Continuation Sheet)			b. 5% % of Stored Material			(% RET x Column F Total on Continuation Sheet)			Total Retainage (Column I Total on Continuation Sheet)	\$		6. TOTAL EARNED LESS TOTAL RETAINAGE WITHHELD TO DATE	\$		(Line 4 Less Line 5 Total)			7. LESS PREVIOUS CERTIFICATES FOR PAYMENT	\$		(Line 6 from prior Certificate)			8. CURRENT PAYMENT DUE	\$		9. BALANCE TO FINISH, INCLUDING RETAINAGE	\$		(Line 3 less Line 6)		
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9. BALANCE TO FINISH, INCLUDING RETAINAGE	\$																																																														
(Line 3 less Line 6)																																																															
DESIGN-BUILD FIRM:					BY: _____ Date: _____																																																										
State of Texas					County of _____																																																										
Subscribed and sworn to before me this _____ day of _____					Notary Public: _____																																																										
DESIGN PROFESSIONAL OF RECORD'S CERTIFICATE FOR PAYMENT					In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Design Professional of Record certifies to the Owner that to the best of the Design Professional of Record's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Design-Build Firm is entitled to payment of the AMOUNT CERTIFIED.																																																										
AMOUNT CERTIFIED: \$ _____																																																															
(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are charged to conform with the amount certified.)																																																															
DESIGN PROFESSIONAL OF RECORD:					BY: _____ Date: _____																																																										
APPROVAL OF CERTIFICATE FOR PAYMENT																																																															
In accordance with the Contract Documents, the undersigned hereby certifies to the Owner that to the best of the undersigned's knowledge, information and belief the Design-Build Firm is entitled to payment of the AMOUNT CERTIFIED.																																																															
PROGRAM MANAGER or ARCHITECTURAL REPRESENTATIVE:					BY: _____ Date: _____																																																										

Exhibit 8 – Project Management Plan (“PMF”)
 Design-Build Services Agreement (Contract No. _____ Date: _____)





Exhibit 8
 Project Management Plan
 Phase 3: Service Center Project

3. DESIGN-BUILD FIRM'S CONTINGENCY REQUEST FORM (W TEMPLATE FORM)

Design Build Firm's Contingency Request Form



New Service Center Project

Request No. _____
 Date: _____

WBS Number	Service Center	Building/Site Segment

Contingency Request	
Cost of Work Line Items Related to this Request	
<i>Summary Justification For Request</i> [Describe why implementing this change is appropriate or necessary]	
<i>Impact of Not Approving the Request</i> [Describe what would happen if this request was not approved]	
Attach additional pages and reference documents as needed.	

DB Firm's Analysis of this Request (as to both Service Centers)
<i>Approval will not alter the DCP requirements.</i> <input type="checkbox"/> Yes <input type="checkbox"/> No If no, provide explanation.
<i>Approval will not alter Project Schedule.</i> <input type="checkbox"/> Yes <input type="checkbox"/> No If no, provide explanation.
<i>Approval will not cause costs to exceed the current forecast for the final Cost of the Work or the Final GMP.</i> <input type="checkbox"/> Yes <input type="checkbox"/> No If no, provide explanation.
<i>Alternatives if this Request is disapproved:</i>

Program Manager's Review of above Request and Analysis		
<i>Program Manager's Comments:</i>		
Scope Recommendation	Cost Recommendation	Schedule Recommendation
<input type="checkbox"/> Approve <input type="checkbox"/> Revise <input type="checkbox"/> Deny	<input type="checkbox"/> Approve <input type="checkbox"/> Revise <input type="checkbox"/> Deny	<input type="checkbox"/> Approve <input type="checkbox"/> Revise <input type="checkbox"/> Deny
DCP Compliance Review By:	Cost Compliance Review By:	Schedule Compliance Review By:
Name: Date:	Name: Date:	Name: Date:

Owner's Decision	
<input type="checkbox"/> Approved <input type="checkbox"/> Revise & Resubmit <input type="checkbox"/> Denied	<i>Decision Date:</i>
<i>Owner Comments:</i>	
<i>Owner's Representative – Printed Name:</i> _____ <i>Signature:</i> _____	

Page 1 of 1
 (Attach additional pages if necessary.)





Exhibit 8
Project Management Plan
Phase 3: Service Center Project

4. CONSTRUCTION CHANGE DIRECTIVE FORM

**Construction
Change Directive**



New Service Center Project

CCD No. _____
Date: _____

To Design-Build Firm:

WBS Number	Service Center	Building/Site Segment

1. Design-Build Firm shall perform the Services and/or Work described below:

Attach additional pages and reference documents as needed.

2. Owner authorizes the following adjustments to the GMP and/or Project Schedule in connection with this CCD:

GMP presently is \$ _____

This CCD will result in *(check one of the following)*:

[increase/ (decrease)/ no change] to the GMP, in the amount of \$ _____

The GMP, as adjusted by this CCD, will be..... \$ _____

The Date of Substantial Completion prior to this CCD is 20__

The Date of Final Completion prior to this CCD is 20__

The Project Schedule will be adjusted by this CCD to *(check one of the following)*: [increase/ (decrease)/ make no change to] the time to perform, as shown below, by..... Calendar Days

This CCD will result in a Date of Substantial Completion of 20__

This CCD will result in a Date of Final Completion of 20__

Issued by:

SAWS Project Manager

Name _____

Signature

Date

**Receipt Acknowledged by
Design-Build Firm:**

Name _____

Signature

Date

**Acceptance of Above CCD Adjustments Confirmed by
Design-Build Firm:**

Name _____

Signature

Date





Exhibit 8
Project Management Plan
Phase 3: Service Center Project



EXHIBIT 9

SCOPE OF DESIGN-BUILD FIRM'S LEED® SERVICES AND WORK

Capitalized terms used herein shall have the meaning assigned to such terms in the Contract, unless expressly provided otherwise herein.

Section 1 – General LEED® Requirements

- 1.1 Design-Build Firm acknowledges that the Owner has advised the Design-Build Firm of the Owner's requirement that the Project achieve no less than the minimum credits necessary to attain the Minimum Certification Level. Accordingly, the Design-Build Firm's performance of the Services and Work shall be conducted and completed in accordance with all applicable requirements of these credits related to design and construction in order for the Project to achieve no less than the minimum credits necessary to attain the Minimum Certification Level.
- 1.2 The Design-Build Firm represents and warrants that, as part of its LEED® Services and Work, it (i) will coordinate with the Project Team, including the Program Manager's Commissioning Agent, throughout all phases of the Project, and (ii) implement the LEED® credits necessary to demonstrate achievement of the Owner's Minimum Certification Level in accordance with the requirements of the Design-Build Services Agreement (the "Agreement") and this Exhibit, as further set forth herein.

Section 2 - LEED® Equivalency Services

- 2.1 The Design-Build Firm's DPOR shall review applicable criteria for achieving the Minimum Certification Level and shall advise the Owner with regard to achieving such Certification Level. The DPOR's LEED® Coordinator, as designated in Design-Build Firm's Staffing Plan (Exhibit 5), shall schedule and conduct meetings during the Design and Construction Phases, communicate with members of the Project Team, and issue progress reports on a monthly basis to manage and facilitate the process of achieving LEED® equivalency for the Project.
- 2.2 The Design-Build Firm shall manage and coordinate the LEED® Services provided by the DPOR and the other Design-Build Firm Personnel's with those services provided by the Owner and the Owner's consultants, including the Program Manager, Architectural Representative and the Program Manager's Commissioning Agent. The Design-Build Firm shall verify the accuracy and completeness of any services and information furnished by the Owner and the Owner's consultants related to demonstration of the LEED® equivalency of the Project. The Design-Build Firm shall provide prompt written notice to the Owner if the Design-Build Firm becomes aware of any error, omission or inconsistency in such services or information related to the LEED® equivalency of the Project.

2.3 NOT USED.

2.4 **LEED® Equivalency Workshop**

No later than the conclusion of the Schematic Design Phase, the Design-Build Firm and its DPOR shall conduct a LEED® Equivalency Workshop with the Owner, the Program Manager, the Architectural Representative, the Program Manager's Commissioning Agent and the Owner's other consultants, during which the attendees will: (1) review the LEED® Green Building Rating System; (2) examine LEED® credits to be targeted, utilizing the appropriate Green Building Rating System Project Checklist, and identify potential LEED® points associated with those credits; (3) examine strategies for implementation of the targeted LEED® credits; and (4) discuss the potential impact of the targeted LEED® credits on the Project schedule and Owner's program and budget. Design-Build Firm shall evaluate and inform Owner and Program Manager of the costs, benefits and return-on-investment analysis of each potential LEED® credit, and prepare cost estimates for achievement of each such credit.

2.5 **LEED® Equivalency Plan**

2.5.1 Following the LEED® Equivalency Workshop, the DPOR shall prepare a LEED® Equivalency Plan based on the targeted LEED® credits. The LEED® Equivalency Plan shall consist of, at a minimum: (1) the appropriate Green Building Rating System Project Checklist indicating the targeted LEED® credits; (2) the Owner's Minimum Certification Level requirement; (3) information describing the Design-Build Firm's, the Design-Build Firm Personnel's, and the Commissioning Agent's responsibilities for each LEED® requirement, prerequisite and credit; (4) a list of the LEED® documentation required from each of them; and (5) all information required by the criteria established for the LEED Equivalency Report, which criteria is attached hereto and incorporated by reference herein as Attachment A. The Design-Build Firm shall submit the updated LEED® Equivalency Plan to the Owner and Program Manager for the Owner's approval with each Design Phase submittal. The Design-Build Firm shall update and submit to the Owner the LEED® Equivalency Plan, in accordance to this Agreement, at regular intervals for the duration of the Project to reflect any Approved changes thereto.

2.5.2 Following the Owner's approval of the LEED® Equivalency Plan, the Design-Build Firm and Design-Build Firm Personnel shall provide the services identified as the responsibility of the Design-Build Firm in the LEED® Equivalency Plan, as may only be changed by the Design-Build Firm after receipt of Owner's written approval of any changes to the LEED® Equivalency Plan. The Design-Build Firm shall make adjustments to the LEED® Equivalency Plan, as the design and construction of the Project progresses, to reflect any changes approved by the Owner. Throughout the Design and Construction Phases, the DPOR shall conduct monthly LEED® status work sessions with the Owner and Program Manager to: (i) review, evaluate, and update as

necessary the LEED® Equivalency Plan; (ii) and confirm each applicable Project participant is fulfilling its responsibilities pursuant to the LEED® Equivalency Plan.

2.5.3 The DPOR shall prepare Construction Documents that incorporate the requirements of the LEED® Equivalency Plan.

2.6 **NOT USED.**

2.7 **LEED® Services during Construction**

2.7.1 The DPOR shall review, and respond in writing to, written requests by the Design-Build Firm, Design-Build Firm Personnel, Program Manager or Owner for additional information about the Construction Documents related to LEED® equivalency and shall include the Owner and Program Manager on all such correspondence. The DPOR shall include the Owner and Program Manager on any such correspondence with the Design-Build Firm.

2.7.2 The DPOR shall prepare supplemental Drawings, Specifications and other information in response to requests for information (RFIs) by the Design-Build Firm or any Design-Build Firm Personnel related to LEED® equivalency, and shall submit copies of such documents to the Program Manager.

2.7.3 The DPOR's designated LEED® professional, as a representative of the Owner, shall visit the site at the intervals required by the Agreement, to become generally familiar with and to keep the Owner informed about the progress of the portions of the Work related to LEED® equivalency, and shall submit a field report of each visit verifying that the Project is being constructed in accordance with the LEED® Equivalency Plan.

2.7.4 The DPOR shall review and approve or take other appropriate action upon the Design-Build Firm's submittals such as Shop Drawings, Product Data and Samples for the purpose of checking for conformance with applicable LEED® credit requirements. The DPOR's action shall be taken with such reasonable promptness as to cause no delay in the Work, in the Project Schedule or in the activities of the Owner, Program Manager, Owner's consultants or Design-Build Firm, and in no event shall exceed the amount of time for review of submittals allowed by the Agreement.

2.7.5 The DPOR shall review requests by the Owner, Design-Build Firm, Design-Build Firm Personnel, Program Manager, Commissioning Agent, or Owner's or Program Manager's subcontractors or consultants for changes in the Work that may affect LEED® equivalency. The DPOR shall be responsible for making a determination whether the requested changes in the Work are materially different from the requirements of the LEED® Equivalency Plan. If the DPOR determines that implementation of a requested change in the Work would result in a material effect on achievement of the Minimum Certification Level, the DPOR shall notify the Owner and Program Manager, who may

authorize further investigation of such change. Based upon the DPOR's investigation and information furnished by the Project participant requesting the changes, if any, the DPOR shall make recommendations to the Owner regarding the implementation of the requested changes.

Section 3 - Project Commissioning

- 3.1 The Parties agree that the Program Manager's Commissioning Agent shall act as Commissioning Authority (CxA) to lead, review, and oversee the completion of all commissioning process activities for LEED® equivalency. The CxA shall conduct, consistent with the review requirements of the LEED® rating system, the necessary commissioning design reviews of the DPOR's Basis of Design Documents and design documents prior to completion of the Construction Documents, and back-check the review comments in the DPOR's subsequent design submissions. The CxA shall also review the Design-Build Firm's submittals applicable to systems being commissioned for compliance with the DPOR's LEED® Basis of Design Documents. Without impacting the GMP, the Design-Build Firm and its DPOR shall cooperate with the CxA and make revisions to design documents throughout the design and construction phases of the Project, as required by the CxA to comply with the LEED® Equivalency Plan.

Section 4 – Miscellaneous Provisions

- 4.1 The Design-Build Firm represents and warrants, which representation and warranty shall survive the execution and delivery of this Agreement, any termination of this Agreement and the Final Completion of the Work, that it has the expertise, experience and knowledge to construct the Project in accordance with the USGBC's LEED® current standard for New Construction and Major Renovations in order for the Project to achieve the minimum credits necessary to attain the Minimum Certification Level.
- 4.2 Design-Build Firm acknowledges and understands the Owner will suffer irreparable financial and other harm unless the Project achieves the minimum credits necessary to attain the Minimum Certification Level.
- 4.3 The Design-Build Firm hereby represents and warrants to the Owner that the Design-Build Firm accepts responsibility for the coordination and implementation of all LEED® credits required by the LEED® Equivalency Plan and the Design-Build Firm further guarantees to undertake its best efforts in order to achieve the minimum credits necessary to attain the Minimum Certification Level.
- 4.4 Notwithstanding anything contained herein or in the Agreement to the contrary, Owner and Design-Build Firm agree that any additional construction interest and financing costs, lost rental income, lost property value, and increased construction costs incurred by

Owner as a result of Design-Build Firm's default under the Contract Documents with respect to LEED® requirements shall constitute actual damages and shall not be considered consequential damages.

- 4.5 It shall be a condition precedent to Final Completion that the DPOR shall have submitted to the Program Manager the Approved LEED® Equivalency Report in accordance with the requirements of Attachment A, evidencing that the Project has achieved the minimum credits necessary to attain the Minimum Certification Level. The issuance of a Certificate of Final Completion shall be subject to revocation by Owner if it is determined within two (2) years of Substantial Completion that Design-Build Firm failed to demonstrate achievement of the minimum credits necessary to attain the Minimum Certification Level in accordance with Attachment A.

ATTACHMENT A TO EXHIBIT 9

LEED® EQUIVALENCY REPORT CRITERIA

The final version of the LEED® Equivalency Plan shall be submitted to the Owner prior to Final Completion as a LEED® Equivalency Report in a three-ring binder with a table of contents, section dividers, and all documentation and information required hereunder and by Exhibit 10. The report shall include information supporting each of the LEED® referenced credits that have been incorporated into the Project pursuant to the LEED® Equivalency Workshop to enable Owner to attain the required certification level if Owner should later elect to complete the LEED® templates and documentation and submit the Project for certification to the GBCI for a LEED® Silver rating under CURRENT LEED® STANDARDS for New Construction and Major Renovations. The supporting information included in the report will include the following for each prerequisite and credit as applicable.

1. USGBC credit or prerequisite name.
2. USGBC reference guide intent.
3. USGBC reference guide requirements.
4. A general description of implementation of each credit into the Project and a narrative explaining how compliance with the credit requirements has been achieved, based on the Design Build Firm's interpretation and experience, with such requirements.
5. For credits and prerequisites requiring calculations to determine achievement (for example, water use reduction, optimize energy performance, minimum energy performance, maximize open space), calculations will be included.
6. For credits requiring certain types of materials (for example, recycled content, low-emitting materials), the report will reference specifications and shop drawings/submittals for materials incorporated into the Project, with verification those materials were installed by Design-Build Firm.
7. For credits where USGBC documentation would require diagrams, drawings or photography prepared specifically for USGBC format/templates (for example, daylighting, views), the report will reference Drawings included in the Construction Documents.
8. For Sustainable Site credits requiring offsite drawings for identification of adjacent services, the report will indicate that compliance has been evaluated and determined and will, in narrative form, define specific services and distances that confirm this

evaluation.

9. For credits requiring the Owner to adopt certain processes (for example, use of “green cleaning products”), report will include recommended process/procedure/implementation.
10. For credits requiring sustainability programs, report will identify recommended Owner exhibits or education programs (“green education exhibits” to be posted in building as an example).
11. During construction, Design-Build Firm will track and submit information required to obtain credits from USGBC. Credits requiring contractor input include:
 - a. SS Pre. 1 SWPPP.
 - b. MR 2 Construction Waste Management.
 - c. MR 4 Recycled Content.
 - d. MR 5 Regional Materials.
 - e. MR 7 Certified Wood.
 - f. IEQ 3.1 IAQ During Construction.
 - g. IAQ 3.2 IAQ Before Occupancy.
 - h. IAQ 4.1-4.5 Low Emitting Materials.

All construction-related LEED® credits will be documented and verified in accordance with the requirements set forth herein, as applicable.

12. The Design-Build Firm shall collect and include with the report any documentation required of the Commissioning Agent or Owner’s other consultants such that all documentation related to LEED® compliance is included in the LEED® Equivalency Report.
13. As part of Design-Build Firm’s Final Pay Application, Design-Build Firm shall prepare and submit a final report for all of the above, demonstrating how the Project satisfies the requirements to attain a LEED® Silver rating in the event Owner later elects to make an independent submission of the Project to the USGBC. Design-Build Firm shall include in the final report the following certification of the information to be contained in such report:

“The Design-Build Firm and the DPOR hereby certify that (i) each portion of this report prepared by any Design-Build Firm Personnel that are design professionals has been sealed by such professional as a duly licensed design professional, (ii) all information contained in this report is accurate, true and correct, and (iii) it is the professional opinion of the DPOR and as such the professional opinion of the Design-Build Firm, that the Project will qualify for LEED® Silver certification under CURRENT LEED® STANDARDS for New Construction and Major Renovations if Owner elects to prepare a full submission of the Project to the USGBC/GBCI based on the information included in the report.”

Exhibit 10
Data Deliverables (Contract Data Requirements List - CDRLs)

Basic Services

CDRL	Sub	Description	Completion By (calendar days)	References
		DESIGN PHASE	<i>Dates below based on NTP for design</i>	
1		Initial Meetings with Owner and PM	7 DA NTP	All sites
2		Design Approach Submittal	14 DA CDRL 1	All sites
		Design		
3	A	Schematic Design: 30% Design Drawings & Specifications Submittal	25 DA Accept CDRL 2	a
	B	SD Control Estimate		b
	C	SD Project Schedule		c
	D	SD Completed AIA Schematic Design Quality Management Project Checklist and SAWS' DCP Spreadsheet		aiab094998 (In PMP)
4	A	Design Development: 50% Design Drawings & Specifications Submittal	35 DA Accept CDRL 3	a
	B	DD Control Estimate		b
	C	DD Project Schedule		c
	D	DD Completed AIA Design Development Quality Management Project Checklist and SAWS' DCP Spreadsheet		aiab094998 (In PMP)
5	A	Construction Documents 90% CD Design Drawings & Specifications	45 DA Accept CDRL 4	a
	B	90% CD Control Estimate		b
	C	90% CD Project Schedule		c
	D	90% CD Completed AIA Construction Document Quality Management Project Checklist and SAWS' DCP Spreadsheet		aiab094998 (In PMP)
6	A	100% CD Design Drawings & Specifications	15 DA Accept CDRL 5	a
	B	100% CD Final Control Estimate		b
	C	100% CD Project Schedule		c
7		Final Project Schedule	5 DA Accept CDRL 6	b
8		Meeting Minutes email action items	24 hours of mtg	d
		Meeting Minutes unofficial for comment	48 hours of mtg	
		Meeting Minutes official for record	4 bus. days of mtg	
9		Weekly Project Reports	By COB on last workday of each week	e
10	A	Monthly Progress Reports	3 days of last day of month	
	B	Monthly Schedule Status		c
		CONSTRUCTION PHASE		
		NEOC Construction	<i>Dates below based on NTP for construction</i>	
11	A	Permit Plan & Status	2 DA NTP	
	B	Work Staging/Sequencing Plan(s)	5 DA NTP	
	C	Initial Meetings with Owner and PM	7 DANTP	
	D	Erosion Control Layout	10 DA NTP	
12		Startup Plan	NLT 2 weeks prior to first startup	

Exhibit 10
Data Deliverables (Contract Data Requirements List - CDRLs)

CDRL	Sub	Description	Completion By (calendar days)	References
13		As-Built Plans and specifications	4 weeks of substantial completion	h
14	A	O&M Manuals	1 month before substantial completion	f
	B	O&M/Operating Training	3 weeks before substantial completion	g
15		AHJ Occupancy Permits	5 days before substantial completion	
16		LEED Equivalency Report to SAWS	1 month after substantial completion	
17		Lessons Learned Meeting and Report	1 month after substantial completion	
		NESC Construction	<i>Dates below based on NTP for construction</i>	
18	A	Permit Plan & Status	2 DA NTP	
	B	Work Staging/Sequencing Plan(s)	5 DA NTP	
	C	Initial Meetings with Owner and PM	7 DA NTP	
	D	Erosion Control Layout	10 DA NTP	
19		As-Built Plans and specifications	4 weeks before substantial completion	h
20		AHJ Occupancy Permits	5 days before substantial completion	
		GENERAL PROJECT DELIVERABLES		
21	A	Meeting Minutes: email action items	24 hours of mtg	d
	B	Meeting Minutes: unofficial for comment	48 hours of mtg	d
	C	Meeting Minutes: official for record	4 bus. days of mtg	d
		Weekly Project Reports	By COB on last workday of each week	e
	D	Monthly Progress Reports	3 days before last day of month	e
	E	Monthly Schedule Status		c
	F	Monthly Pay Request and all associated required documents		

Reference Notes

- a. Submittal includes 5 hardcopies to Program Manager and 1 electronic package filed in the CPMS (all in pdf format except drawings to be in both pdf and native AutoCAD and BIM (file format). Electronic Drawings are to be developed to D size. Hardcopies are to be delivered as follows: 5 in B size, and 1 in D size. All drawings need to be post drilled bound. Remainder of submittal is to be in letter-sized 3-ring binder volume, with 11x17 folded inserts allowed. Document pages will have light gray, semi-transparent watermark stating SD submittal. Supporting analyses, material spec/cut sheets, reports, and calculations to be in separate bound 3-ring volume marked as SD supporting data. Text in documents

Exhibit 10
Data Deliverables (Contract Data Requirements List - CDRLs)

(other than drawing volume) shall be Times New Roman not less than 11pt in document, 9 pt in any graphic, including notation in drawings.

- b. GMP, Control Estimate(s) and Final Control Estimate shall be in Excel 2016 format and shall match the Pricing Schedule format (**Exhibit 3**) For all estimates delivered at any 90% Deliverable or later, data, costing and quantities will be provided to at least 2 additional levels of Masterformat than that required by the SOW, and backup documentation shall be submitted by the Design-Build Firm to the Program Manager upon request
- c. Schedule to be in Primavera 18 or MS Project 2016 native file format with all matching WBS numbering, control milestones with Program Manager provided IMS milestone item numbers, and area, responsibility, or other codes required by Program Manager delivered to DB at Initial Meeting with Owner and PM. All successors and predecessors shall be properly linked.
- d. Meeting minutes shall use the standard format provided in the PMP. Action items will be emailed to all participants within 24 hours of the meeting, and unofficial meeting minutes in word format will be issued within 48 hours to all participants for corrections and comments. Corrections shall be promptly returned, and final meeting minutes shall be filed in the CPMS within 5 business days from the meeting date.
- e. Monthly Progress reports shall be filed in the CPMS in pdf and native MS Word file format. Notice of filing shall be logged to PM staff as periodically directed by PM.
- f. Operations and Maintenance (O&M) manuals shall be in a binder form, 2 copies each, and in digital format delivered on USB drives with 3 copies each in a searchable and tabbed PDF document, which may be broken down into PDF files that align with the O&M binders.
- g. O&M Training shall be recorded as movie files and delivered in 3 each USB drives and uploaded to Projectmates.
- h. As-Builts of recorded built conditions shall commence, by the DPOR with coordination of Design-Build Firm, at the start of construction and maintained and updated by the DPOR throughout construction. Status of the As-Builts shall be provided monthly in the Monthly Progress reports. Final As-Built shall be delivered electronically as 1 electronic package filed in the CPMS (all in pdf format except drawings to be in both pdf and native AutoCAD and BIM file format). Electronic Drawings are to be developed to D size. Hardcopies of AS-Builts shall be 5 hardcopies in B size, and 1 hardcopy in D size. All drawings need to be post drilled bound. Remainder of submittal for specifications or other documentation, is to be in letter-sized 3-ring binder volume, with 11x17 folded inserts allowed. Document pages will have light gray, semi-transparent watermark stating AS-Built submittal. Supporting analyses, material spec/cut sheets, reports, and calculations to be in separate bound 3-ring volume marked as supporting data. Text in documents (other than drawing volume) shall be Times New Roman not less than 11pt in document, 9 pt in any graphic, including notation in drawings.



EXHIBIT 11: EXAMPLE DESIGN BUILD FIRM'S GOOD FAITH EFFORT PLAN

Good Faith Effort Plan for Professional Services SUB-CONSULTING for:

NOTE: Effective 1/1/17, SMWB points shall only be assessed for consultants and/or sub-consultants who are local and certified by the South Central Texas Regional Certification Agency as SBEs. MBEs and WBEs **must (also)** have SBE certification).

NAME OF PROJECT: Northeast Operations Center Design-Build Project

SECTION A - PRIME CONSULTANT INFORMATION

Legal Name of Firm, including "doing business as" if applicable: _____

Address of Office to Perform Project Work: _____

City: _____ State: _____ Zip Code: _____

Telephone: _____ Fax: _____

Contact Person: _____

Email Address: _____ Is your firm Certified as an SMWVB? Yes: _____ No: _____

If "Yes", Certification Agency that granted SMWVB designation: _____

Type/s of Certification: SBE: _____ MBE: _____ VBE: _____ WBE: _____

Prime Consultant's Percentage of Participation: (Ex: 100% is the total value of the contract) _____%

1. List ALL SUB-CONSULTANTS/SUPPLIERS that will be utilized on this project/contract. (SMWB AND Non-SMWB)

	Legal Name of Sub-consultant/Subcontractor/Supplier (including "doing business as", if applicable).	Address of Office Location to Perform Project Work or Provide Supplies:	Scope of Work/Supplies to be Performed/Provided by Firm:	Estimated Percentage of Participation on this Project:	Certification Type & Certification Agency:
1					
2					
3					
4					

5					
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SECTION B. – SMWB COMMITMENTS

The aspirational SMWB goal on this project is **30%**

1. The undersigned proposer has satisfied the requirements of the PROPOSAL specification in the following manner (please check the appropriate space):

_____ The proposer is committed to a minimum of 30% SMB utilization on this contract.

_____ The proposer, (if unable to meet the aspirational SMWB goal of 30%), is committed to a minimum of _____ % SMWB utilization on this contract.
 _____ (If contractor is unable to meet the goal, please fill out Section C and submit documentation demonstrating good faith efforts).

2. Name and phone number of person appointed to coordinate and administer the SMWB requirements on this project.

Name: _____
 Title: _____
 Phone Number: _____
 Email Address: _____

IF THE SMWB GOAL WAS MET, PROCEED TO AFFIRMATION AND SIGN THE GFEP. IF GOAL WAS NOT MET, PROCEED TO SECTION C.

SECTION C – GOOD FAITH EFFORTS (Fill out only if the SMWB goal was not achieved).

1. On a separate sheet of paper, list and attach to this Good Faith Effort Plan written, posted, or published notification to all firms you contacted with sub-consulting/supply opportunities for this project that will not be utilized for the contract by choice of the proposer, sub-consultant, or supplier. Notices to firms contacted by the proposer for specific scopes of work identified for sub-consulting/supply opportunities must be provided to sub-consultant/supplier ***not less than five (5) business days prior to proposal due date***. This information is required for all firms that were contacted of sub-consulting/supply opportunities.

Copies of said notices must be provided to the SMWB Program Manager at the time the response is due. Such notices shall include information on the plans, specifications, and scope of work.

2. Did you attend the pre-submittal conference scheduled for this project? _____ Yes _____ No

3. List all SMWB listings or directories, contractor associations, and/or any other associations utilized to solicit SMWB sub-consultants/suppliers:

4. Discuss efforts made to identify elements of the work to be performed by SMWBs in order to increase the likelihood of achieving the goal:

5. Indicate advertisement mediums used for soliciting SMWBs. (Please attach a copy of the advertisement(s):

AFFIRMATION

I hereby affirm that the above information is true and complete to the best of my knowledge. I further understand and agree that, this document shall be attached thereto and become a binding part of the contract.

Name and Title of Authorized Official:

Name: _____

Title: _____

Signature: _____

Date: _____

NOTE:

This Good Faith Effort Plan is reviewed by SAWS Contracting Department. For questions and/or clarifications, please contact Marisol V. Robles, SMWVB Program Manager, at 210-233-3420 or marisol.robles@saws.org.

DEFINITIONS

Note: To be eligible for participation in the SAWS Small, Minority, Woman, and Veteran-owned Business Program, a firm must have an established place of business in the San Antonio Metropolitan Statistical Area, and must be certified as a Small Business Enterprise (SBE). This includes firms certified as Minority and/or Woman-owned Business Enterprises (MBEs and WBEs). SAWS tracks Veteran-owned Business Enterprises (VBEs) for statistical purposes, but does not award points for VBE participation.

African American Business Enterprise (AABE): A business structure that is Certified by the Texas Historically Underutilized Business (HUB) Program or the South Central Texas Regional Certification Agency as being 51% owned, operated and controlled by African American minority group member(s) who are legally residing in or are citizens of the United States.

Local: A business located in the San Antonio Metropolitan Statistical Area (SAMSA) , which includes the counties of Atascosa, Bandera, Bexar, Comal, Frio, Guadalupe, Kendall, Kerr, McMullen, Medina, Uvalde and Wilson. A business’s presence in the SAMSA that consists solely of a P.O. box, a mail drop, or a telephone message center does not count as being local.

Prime Consultant/Contractor: Any person, firm partnership, corporation, association or joint venture which has been awarded a San Antonio Water System contract.

Sub-consultants/contractor: Any named person, firm partnership, corporation, association or joint venture identified as providing work, labor, services, supplies, equipment, materials or any combination of the foregoing under contract with a prime consultant/contractor on a San Antonio Water System contract.

Small, Minority, and Woman-owned Business (SMWB): All business structures Certified by the Texas Historically Underutilized Business (HUB) Program or the South Central Texas Regional Certification Agency that are 51% owned, operated, and controlled by a Small Business Enterprise, a Minority Business Enterprise, or a Woman-owned Business Enterprise.

Small Business Enterprise (SBE): A business structure that is Certified by the South Central Texas Regional Certification Agency as being 51% owned, operated and controlled by someone who is legally residing in or a citizen of the United States, and the business structure meets the U.S. Small Business Administration’s (SBA) size standard for a small business within the appropriate industry category, as determined by the South Central Texas Regional Certification Agency.

Minority Business Enterprise (MBE): A business structure that is Certified by the Texas Historically Underutilized Business (HUB) Program or the South Central Texas Regional Certification Agency as being 51% owned, operated, and controlled by an ethnic minority group member(s) who is legally residing in or a citizen of the United States. For purposes of the SMWB program, the following are recognized as minority groups:

- a. **African American** – Persons having origins in any of the black racial groups of Africa.
- b. **Hispanic American** – Persons of Mexican, Puerto Rican, Cuban, Spanish or Central or South American origin.
- c. **Asian-Pacific American** – Persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent or the Pacific Islands.
- d. **Asian-Indian American** – Persons whose origins are from India, Pakistan, Bangladesh or Sri Lanka.
- e. **American Indian/Native American** – Persons having no less than 1/16 percentage origin in any of the American Indian Tribes, as recognized by the U.S. Department of the Interior’s Bureau of Indian Affairs and as demonstrated by possession of personal tribal role documents.

San Antonio Metropolitan Statistical Area (SAMSA). Also known as the Relevant Marketplace, the geographic market area from which the prior Disparity Study analyzed contract utilization and availability data for disparity (currently including the counties of Atascosa, Bandera, Bexar, Comal, Frio, Guadalupe, Kendall, Kerr, McMullen, Medina, Uvalde and Wilson).

Woman-owned Business Enterprise (WBE): A business structure that is Certified by the Texas Historically Underutilized Business (HUB) Program or the South Central Texas Regional Certification Agency as being 51% owned, operated and controlled by a woman or women who are legally residing in or citizens of the United States.

Veteran-Owned Business Enterprise (VBE): A business structure that is certified by the South Central Texas Regional Certification Agency, and is at least 51% owned, operated and controlled by an individual who served in the United States Armed Forces, and who was discharged or released under conditions other than dishonorable. Please note: This certification type should not be confused with the Service Disabled Veteran designation available through the Small Business Administration.

Web Submittal of Sub-consultant/Supplier Payment Reports:

The Consultant will be required to electronically report the actual payments to all sub-consultants and suppliers utilizing the Subcontractor Payment and Utilization Reporting (S.P.U.R.) System, beginning with the first SAWS payment for services under the contract, and with every payment thereafter (for the duration of the contract). Electronic submittal of monthly subcontractor payment information will be accessed through a link on SAWS' "Business Center" web page. This information will be utilized for subcontractor participation tracking purposes. Any unjustified failure to comply with the committed SMWB levels may be considered breach of contract.

The Contractor and all subcontractors will be provided a unique log-in credential and password to access the SAWS subcontractor payment reporting system. The link may also be accessed through the following internet address: <https://saws.smwbe.com/>

EXHIBIT 12

Design-Build Firm's Hourly Rate Schedule

[TO BE PROVIDED BY DESIGN-BUILD FIRM]

EXHIBIT 13

OWNER'S INSURANCE REQUIREMENTS

I. Design-Build Firm's Insurance

A. Before commencing performance of any portion of the Work, Design-Build Firm shall obtain insurance coverages of the types described in this Section I with insurers authorized to do business in the State of Texas at the time the policy is issued (and at all times during the term of this Agreement) and rated by A.M. Best Company as A-VII or better, which are reasonably acceptable to Owner's Group (as defined in Paragraph C, below) and under forms of policies reasonably satisfactory to Owner's Group. Design-Build Firm shall continuously maintain such coverages in effect for the applicable time periods required herein.

None of the requirements as to types, limits or Owner's Group's approval of insurance coverages to be maintained by Design-Build Firm is intended to and shall not in any manner limit, qualify or quantify the liabilities and obligations assumed by Design-Build Firm under the Contract Documents, or otherwise as provided by law. If Design-Build Firm maintains broader coverage and/or higher limits than the minimum limits set forth below, Owner's Group requires and shall be entitled to the broader coverage and/or the higher limits of insurance maintained by Design-Build Firm.

If Design-Build Firm fails to obtain or maintain any insurance coverage required to be obtained and maintained by Design-Build Firm under the terms of this Section I, Owner may (but shall not be obligated to) purchase and maintain such insurance at Design-Build Firm's expense and in the name and for the account of Design-Build Firm, which expense Design-Build Firm shall reimburse to Owner no later than thirty (30) days after demand. Owner's purchase and maintenance of such insurance shall not relieve or excuse Design-Build Firm from its obligations hereunder to obtain and maintain such insurance amounts and coverages, nor these obligations in any way compromise or waive any right or remedy otherwise available to Owner at law or in equity. Design-Build Firm agrees that if Owner purchases such insurance, Design-Build Firm shall furnish upon demand all information that may be required in connection with such insurance. Owner shall purchase such insurance at reasonable pricing given applicable market conditions at the time of purchase. Owner shall have in addition to all other rights and remedies set forth herein, the right, in its sole discretion, (i) to suspend Design-Build Firm's performance or terminate this Agreement should there be a lapse in coverage at any time during this Agreement or (ii) to withhold any payment(s) which become due to Design-Build Firm hereunder until Design-Build Firm demonstrates compliance with the insurance requirements of the Agreement.

B. Before commencing performance of any portion of the Work, Design-Build Firm shall also furnish to Owner a certificate or certificates of insurance on an ACORD 25 form, or equivalent, reasonably acceptable to Owner, executed in duplicate by the insurance representatives, and evidencing the insurance coverages required to be obtained by Design-Build Firm under this Section I and attaching all endorsements required herein.

C. Design-Build Firm shall procure and maintain the following insurance coverages: 1) workers' compensation and employers' liability insurance; 2) commercial general liability insurance; 3) automobile liability insurance; 4) excess liability insurance; 5) property insurance covering the personal property of Design-Build Firm; 6) professional liability insurance; 7) pollution insurance and (8) cyber/privacy liability insurance, all in accordance with this **Exhibit 13**. The commercial general liability, automobile liability, excess liability and pollution insurance obtained by Design-Build Firm pursuant to this **Exhibit 13** shall provide, by an appropriate endorsement or otherwise, that the following entities will be listed as certificate holders and named as additional insureds, subject to the policy terms and conditions: San Antonio, and its respective agents, affiliates, officers, directors, members, successors in interest, assigns, partners, agents and employees (collectively referred to herein as the "**Owner's Group**"). All subject to Section III. General Provisions.

1. Workers' Compensation and Employers' Liability Insurance

Design-Build Firm shall carry Workers' Compensation insurance with statutory coverage as required in the State of Texas in connection with the performance of the Work (including, where applicable, claims under U.S. Longshore and Harbor Workers Compensation Act, Jones Act, Maritime & Federal Employer's Liability Act coverage and Defense Base Act) and Employers' Liability Insurance. Design-Build Firm shall endorse the Workers' Compensation policy to name Owner's Group as an Alternate Employer. The minimum limits required for the employer's liability insurance are as follows:

Bodily Injury by Accident	\$1,000,000 each accident
Bodily Injury by Disease	\$1,000,000 policy limit
Bodily Injury by Disease	\$1,000,000 each employee

2. Commercial General Liability Insurance

Such insurance shall be written on an Insurance Services Office (ISO) general liability form CG 00 01 04 13 or equivalent, name each entity in the Owner's Group as an additional insured using ISO Forms CG 20 10 10 01 and CG 20 37 10 01, or their equivalent, and insure against liability for bodily injury or death and/or property damage occurring in connection with the Work, in an amount not less than \$1,000,000 per occurrence and \$2,000,000 in the annual aggregate, and \$2,000,000 completed operations.

Such insurance shall include the following specific coverages:

- (a) premises and operations coverage with explosion, collapse and underground exclusions deleted;
- (b) products and completed operations coverage, to be maintained for the later of ten years after Substantial Completion or until expiration of the maximum period of exposure under the applicable statute of repose;
- (c) blanket contractual coverage, including written contracts, subject to the policy terms and conditions;

- (d) personal injury coverage with no exclusion modifying or limiting the employer liability exclusion set forth in ISO Form CG 00 01 04 13;
- (e) broad form property damage coverage, including completed operations;
- (f) coverage for work performed by subcontractors in the completed operations phase, with no exclusion or endorsement modifying the subcontract exception to the “Your Work” exclusion;
- (g) electronic Data Liability coverage using ISO Form CG 04 37, or its equivalent, with a sublimit of liability equal to \$1,000,000;
- (h) cross liability and severability of interest; and
- (i) ISO endorsement CG 2503, Designated Construction Projects General Aggregate Limit, or its equivalent.

3. Automobile Liability Insurance

Such insurance shall cover all owned, non-owned and hired or borrowed vehicles used by Design-Build Firm and its employees or agents in connection with the performance of the Work, and insure against liability for bodily injury and death and/or property damage in an amount not less than \$1,000,000 combined single limit per occurrence and in the aggregate.

4. Excess Liability Insurance

Excess Liability Insurance over Employers’ Liability, Commercial General Liability, Commercial and Automobile Liability Policies, following form over and affording coverage no less broad than the coverage in such underlying policies, including, but not limited to designated construction project(s) aggregate limit, in an amount not less than \$25,000,000 per occurrence and in the aggregate for bodily injury, death, property damage or employers’ liability. Such coverage is to be maintained the later of ten years after Substantial Completion or until expiration of the maximum period of exposure under the applicable statute of repose.

5. Insurance for Design-Build Firm’s Personal Property

Design-Build Firm’s equipment policy will insure Design-Build Firm’s equipment and personal property that is not covered by the Builder’s All Risk policy described below.

6. Contractor’s Professional Liability Insurance

Design-Build Firm shall obtain and keep in force, at its sole cost and expense a professional liability insurance policy written on a claims made basis, with minimum limits of \$5,000,000 per claim and \$5,000,000 aggregate to cover Design-Build Firm’s professional liability arising out of or in connection with any negligent act, error or omission of all Design-Build Firm Personnel, including all design professionals and any non-professional Design-Build Firm Personnel, and all members of any subconsultant firm or any joint venture or other firm of Design-Build Firm acting

for, in combination with, on behalf of, or under the direction or control of Design-Build Firm in the performance of any Design Services required under this Agreement, or arising from or in connection with the coordination, management or oversight of such Design-Build Firm Personnel in the rendering of the Design Services. This policy shall not include any type of exclusion or limitation of coverage applicable to claims arising from: (i) bodily injury or property damage where coverage is provided on behalf of design professionals or Subcontractors; (ii) habitational or residential operations; (iii) pollution, mold and/or microbial matter and/or fungus and/or biological substance; (iv) punitive, exemplary or multiplied damages; (v) professional liability of Design-Build Firm arising out of the negligence of Design-Build Firm Personnel; or (vi) design/build services. The retroactive date, if any, shall be no later than the commencement date of this agreement. Such insurance shall cover damage by reason of any acts, errors, or omissions committed or alleged to have been committed by the Design-Build Firm, or any acts for which Design-Build Firm is liable. Design-Build Firm shall keep the policy in full force and effect for the later of ten years after Substantial Completion or until expiration of the maximum period of exposure under the applicable statute of repose.

7. Pollution Insurance

Design-Build Firm's Pollution Legal Liability ("CPL") policy providing coverage for bodily injury, property damage, or cleanup resulting from pollution conditions including those arising from the performance of demolition of pre-existing structures, excavation, moving, removal, handling transportation of any Hazardous Substances, including mold or other similar fungi arising out of or exacerbated by the work. Such CPL policy shall have limits of not less than \$5,000,000 per occurrence/claim, \$5,000,000 products-completed operations, and \$5,000,000 general aggregate. The CPL policy shall be written on an occurrence basis and maintained for the later of ten years after Substantial Completion or until expiration of the applicable statute of repose. If written on a claims made basis, such policy may be Approved if the CPL insurance policy provides coverage to a retroactive date prior to the commencement date of this Agreement.

The policy must contain coverage for claims arising from:

- a) Legionella Pneumophila bacteria or Legionnaires Disease.
- b) Owned and non-owned disposal sites. Design-Build Firm shall also require and assure that any disposal site used to dispose of Hazardous Materials maintains limits of general liability and pollution liability insurance coverage with coverage limits Approved by Owner prior to commencement of the Work.
- c) Transportation coverage for the loading, unloading, and hauling of materials and waste to and from any Worksite and to a final disposal location, as evidenced by the contractor or applicable waste hauler. Design-Build Firm shall also cause any party transporting any Hazardous Substances from any Worksite to conduct such transportation in accordance with Applicable Laws, and also provide the same limits of general liability, automobile, and pollution insurance as those required of Design-Build Firm hereunder, for the transport of Hazardous Substances, covering all owned, non-owned, and hired vehicles used for such transportation purposes. Automobile liability policies of Design-Build Firm and any such other party shall

also include the MCS-90 endorsement, or such other endorsement as required of regulated motor carriers for the transport of Hazardous Substances in accordance with federally mandated Applicable Laws.

- d) Asbestos and Lead Abatement Liability Coverage with no sunset clause or the abatement of asbestos and lead.
- e) “Pay on behalf” rather than “indemnify” the insured.
- f) Work performed by Subcontractors.
- g) Punitive, exemplary or multiplied damages, where allowed by law.
- h) Insured vs. insured actions (however, an exclusion for claims made between insureds within the same economic family, i.e. affiliated by common ownership interests, is acceptable).

Any subcontractor involved with excavation, moving or removal, handling or transportation of any Hazardous Materials shall maintain the coverage limits required of such subcontractor to remain in effect for the later of ten years after Substantial Completion or until expiration of the statute of repose, written on an occurrence basis or, if on a claims made basis, only with Owner’s Approval based upon a retroactive date no later than the commencement date of this Agreement. The Design-Build Firm shall cause any such subcontractor to provide a certificate of insurance evidencing such coverage.

In the event any claim, damage, loss, suit, judgment or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, caused by or contributed to in part by the negligent acts or omissions of Design-Build Firm, any of the Design-Build Firm Parties, or their subcontractors of any tier or by anyone for whose acts they may be liable, then any such claim, damage, loss or expense not covered by the pollution policy shall be the responsibility of Design-Build Firm, its subcontractor and any sub-subcontractor and shall not be a Cost of the Work.

Design-Build Firm shall, with diligence and dispatch, do everything reasonably practical to minimize any loss.

8. Cyber/Privacy Liability Insurance Policy

Cyber/Privacy Liability Insurance shall be provided by Design-Build Firm to cover risk of loss to electronic data with minimum limits of \$1,000,000.00 per claim and \$1,000,000.00 aggregate. The policy must include coverage for electronic vandalism to electronic data, including coverage for a third party’s willful electronic alteration of data, introduction of viruses which impact electronic data, unauthorized use of electronic data, or denial of service to web site or email destinations.

9. Insurance required from Subcontractors

Design-Build Firm shall require each of its subcontractors and sub-subcontractors to maintain the following minimum insurance coverages and limits:

- a) Commercial general liability insurance with minimum limits of \$1,000,000 per occurrence, \$2,000,000 general aggregate and \$2,000,000 products and completed operations coverage for the later of ten years after Substantial Completion until expiration of the maximum period of exposure under the applicable statute of repose;
- b) Automobile liability insurance with minimum limits of \$1,000,000;
- c) Workers' compensation insurance with statutory coverage in the State where work is performed and employers' liability coverage with minimum limits of:

Bodily Injury by Accident	\$1,000,000 each accident
Bodily Injury by Disease	\$1,000,000 policy limit
Bodily Injury by Disease	\$1,000,000 each employee
- d) Excess Liability or Umbrella Insurance

Such excess or umbrella liability insurance shall be written on an occurrence basis, in an amount not less than \$2,000,000 per occurrence and in the aggregate for bodily injury, death, property damage or employers' liability. Such policy shall be written on an excess basis above the coverages required under this Subsection I.C. Coverage shall remain in effect for the later of ten years after Substantial Completion or until expiration of the maximum period of exposure under the applicable statute of repose. If Design-Build Firm's subcontractors or sub-subcontractors cannot meet the excess or umbrella liability insurance limit, Owner may elect to waive such requirements at its sole discretion upon receipt of a written request from Design-Build Firm requesting such a waiver;

- e) Professional Liability Insurance

Any subcontractor preparing or furnishing designs related to such subcontractor's means and methods of performance of the subcontracted work shall maintain professional liability insurance with minimum limits of \$1,000,000 per claim and \$2,000,000 aggregate. Such insurance shall remain in effect for the later of ten years after Substantial Completion or until expiration of the statute of repose. The retroactive date, if any, shall be no later than the commencement date of this agreement. The Design-Build Firm shall provide to the Owner a certificate of insurance evidencing such coverage. If no design work is being performed, the professional liability requirement for subcontractors may be waived.

10. Design-Build Firm shall continuously maintain in force during the course of performance of the Work, and cause the subcontractors to maintain, all of the required insurance coverages until

Substantial Completion of the Work, and beyond Substantial Completion as expressly provided in this **Exhibit 13** or in the Contract Documents.

II. Builder's Risk Insurance. Before commencement of construction and up until the time provided below, Design-Build Firm shall maintain, and shall be entitled to invoice Owner for reimbursement as a Cost of the Work the premium paid for "All-Risk" Builder's Risk insurance, with a minimum limit of coverage not less than the amount of the Guaranteed Maximum Price to be established for each portion of the Project. Coverage shall be increased for the amount of any Change Orders or Contract Amendments that increase the replacement value of the Project as Contract Amendments are executed during the Construction Phase. Such insurance shall (a) designate the Owner as an additional insured, Design-Build Firm as the Named Insured, and all Subcontractors of any tier, as additional insureds on the policy; (b) be primary and non-contributing to any other insurance coverage available to the additional insureds, as to whom their other insurance shall be excess, secondary and noncontributing to losses covered by this Builder's Risk insurance; and (c) waive all rights of subrogation against all insureds. The Builder's Risk insurance shall not include any restriction on coverage relating to placement or maintenance of protective safeguards on the Project. The termination of coverage provision shall be endorsed to permit coverage to continue during any interim period of occupancy of the covered property while being constructed. This insurance shall be maintained in effect until the earlier of the following dates: (i) the date of Final Completion for the Project; or (ii) the date on which the insurable interests in the covered property of all insureds other than the Owner have ceased.

A. Debris Removal, Rebuilding, Restoring. The Builder's Risk insurance shall cover all costs for labor, supervision, materials, equipment, design professional fees, permit fees, and other costs and expenses directly required for debris removal, rebuilding and restoring the Project subject to the sublimit set forth below. Proceeds of the Builder's Risk policy for debris removal, rebuilding and restoring the Project shall be paid to the Design-Build Firm to hold in trust and to be applied solely to the rebuilding and restoring of the Project to the condition prior to the loss, in accordance with an Approved recovery plan. Design-Build Firm shall obtain Approval of any claim on the Builder's Risk policy for loss or damage to the Project, and present to the Owner a proposed recovery plan for Approval within twenty (20) days following such loss or damage. The foregoing notwithstanding, if such proceeds will not be reasonably sufficient to rebuild and restore the Project, then, prior to any expenditure thereof, Design-Build Firm shall obtain Owner's Approval to use of such funds to settle the Design-Build Firm's and Owner's financial interests relating to the loss, to preserve, alter or abandon the Project, and to take such other actions as may be in the best interest of Owner.

B. Owner's Delay in Opening Costs. The Builder's Risk policy shall cover Owner's delay in opening costs, including architectural, engineering, legal, accounting, and financing fees, extended project management costs, governmental permit fees, costs for extension, renegotiation or termination of service contracts, and other so-called "soft costs" arising from the loss or damage as defined in the policy. The Builder's Risk policy shall provide that proceeds of coverage for all such costs shall be paid directly to the Owner. The waiting period for delay in opening coverage shall not exceed thirty (30) days for losses resulting from the perils of named windstorm, earthquake or flood, or fifteen (15) days for losses resulting from other perils.

C. The Builder's Risk policy shall include the following coverages: (i) all structure(s) under construction, including retaining walls, paved surfaces and roadways, bridges, glass, foundation(s), footings, underground pipes and wiring, excavations, grading, backfilling or filling, (ii) all temporary structures (e.g., fencing, scaffolding, cribbing, false work, forms, site lighting, temporary utilities and buildings) located at the site, (iii) all property including materials and supplies on site for installation, (iv) all property including materials and supplies in transit to the site for installation by all means of transportation other than ocean transit, (v) other property for which Design-Build Firm, its Subcontractors or anyone for whom either is responsible are liable in connection with the Project, including Owner furnished or assigned property, and (vi) coverage for losses caused by terroristic acts.

D. Deductibles for the following coverages shall not exceed: All Risks of Direct Damage \$25,000 per occurrence; Earthquake and Earthquake Sprinkler Leakage; \$25,000 per occurrence; Water Damage \$25,000 per occurrence; Debris Removal \$25,000 per occurrence and Flood \$50,000 per occurrence.

E. Coverage for each of the following shall be included in the policy with sub-limits or additional limits not less than those shown below:

Coverage	Minimum Sublimit/Additional
Additional expenses due to delay in completion of project	\$2,500,000; additional delay in completion coverage in excess of the stated limit may be established by the parties by Contract Amendment.
Agreed Value (not less than the most current GMP)	Included without sublimit.
Ensuing Loss arising from error, omission or deficiency in construction methods, design, specifications, workmanship or materials, including collapse	Included without sublimit.
Debris removal (additional coverage limit)	25% of loss or \$5,000,000 whichever is less.
Earthquake and Earthquake Sprinkler Leakage	\$1,000,000 minimum.
Flood	\$10,000,000 minimum.
Freezing	Included without sublimit.
Mechanical breakdown including cold (hydrostatic, pneumatic, electrical, hydraulic or mechanical) testing, where applicable	Included without sublimit.

Occupancy pre-completion	Included without sublimit.
Ordinance or law	\$2,500,000
Hazardous Material clean-up and removal	\$100,000
Preservation of property	\$1,000,000.00
Replacement cost	Included without sublimit.
Theft	Included without sublimit.
Existing Building Coverage	\$5,000,000

III. General Provisions

A. Except as otherwise specifically stated in this **Exhibit 13**, each policy of insurance required to be acquired and maintained under Section I, including that of subcontractors and sub-subcontractors, shall contain an appropriate waiver of subrogation endorsement waving the insurers rights of subrogation against the Owner's Group.

B. All insurance that Design-Build Firm and its subcontractors are required to provide hereunder shall be primary and non-contributory with any policy of insurance in which a member of the Owner's Group is a named insured.

C. All of Design-Build Firm's policies required herein shall be endorsed to provide thirty (30) days advance written notice to the Owner in the event of cancellation.

D. All deductibles for insurance provided by Design-Build Firm and its subcontractors of any tier shall be paid by, assumed by, for the account of, and at Design-Build Firm's sole risk without any right of reimbursement. To the extent there is a claim on any Owner insurance policy FOR LOSS, LIABILITY, AND/OR DAMAGES NOT SATISFIED BY DESIGN-BUILD FIRM'S INSURANCE AS PRIMARY AND NONCONTRIBUTORY INSURANCE COVERAGE, Design-Build Firm shall be responsible for such deductible to the extent the applicable claim on the Owner insurance policy is caused by or contributed to in part by the negligent acts or omissions of the Design-Build Firm, its subcontractors or suppliers of any tier or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable.

E. Within ten (10) days following receipt of Owner's written request, Design-Build Firm shall furnish to Owner a letter issued by the insurer of any policy of insurance required hereunder to confirm the extent to which the insurer's coverage under such policy is at risk of being cancelled, eroded, reduced, diminished or exhausted by claims thereon. Thereafter, Owner shall, without further authorization, be entitled to request from, or discuss the need for such confirmation with, the insurer directly. If any insurance required hereunder shall be, or become at risk of being cancelled, eroded, reduced diminished or exhausted by claims thereon, Design-Build Firm agrees to supplement, increase and/or replace such insurance, or cause such insurance to be

supplemented, increased and/or replaced, with other insurance to ensure that the insurance required hereunder remains available as required hereunder.

F. Design-Build Firm represents and warrants that (i) Design-Build Firm's commercial general liability, commercial automobile liability, and excess liability policies shall have been endorsed to cover the Owner's Group as additional insureds as set forth herein, and (ii) any additional insured endorsements required hereunder shall provide as to each additional insured coverage to the limits of the applicable endorsed policy for indemnity and defense of each claim that is no less broad than the obligations of Design-Build Firm to indemnify, defend and hold harmless the additional insured as an indemnified party under the Agreement.

G. Design-Build Firm's policies of insurance shall not include (i) any self-insured retention or (ii) deductible that exceeds \$150,000, without prior written approval of Owner, except as otherwise specified herein.

H. Design-Build Firm agrees to provide Owner current, true and correct copies of all policies of insurance required herein with five (5) days of its receipt of Owner's written request to provide such policies.

I. DESIGN-BUILD FIRM HEREBY WAIVES ALL RIGHTS OF RECOVERY AND RELEASES, AND SHALL CAUSE ITS SUBCONTRACTOR AND SUB-SUBCONTRACTORS TO RELEASE OWNER'S GROUP FROM ANY AND ALL CLAIMS OR CAUSES OF ACTION WHATSOEVER WHICH DESIGN-BUILD FIRM AND/OR SUBCONTRACTORS MIGHT OTHERWISE NOW OR HEREAFTER POSSESS RESULTING IN OR FROM OR IN ANY WAY CONNECTED WITH ANY LOSS COVERED BY INSURANCE, WHETHER REQUIRED HEREIN OR NOT, OR WHICH SHOULD HAVE BEEN COVERED BY INSURANCE REQUIRED HEREIN, INCLUDING THE DEDUCTIBLE AND/OR UNINSURED PORTION THEREOF, MAINTAINED AND/OR REQUIRED TO BE MAINTAINED BY DESIGN-BUILD FIRM AND/OR ITS SUBCONTRACTORS PURSUANT TO THE CONTRACT. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE FOREGOING RELEASE AND WAIVER SHALL APPLY EVEN IF THE LOSS OR DAMAGE IS CAUSED IN WHOLE OR IN PART BY THE FAULT OR NEGLIGENCE OR STRICT LIABILITY OF OWNER'S GROUP.

J. Owner reserves the right to review the insurance requirements and to require deletion, revision, and/or modification of particular policy terms, conditions, limitations, or exclusions (except where policy provisions are established by law or regulations that are binding upon Owner, Design-Build Firm, or the underwriter) on any such policies when deemed necessary and prudent by Owner based upon changes in statutory law, court decisions, or the claims history of the industry and/or of Design-Build Firm, provided however, such modifications must be commercially available to Design-Build Firm. Owner shall make an equitable adjustment to the Agreement for any additional cost resulting therefrom.

All terms which are defined in the Construction Agreement shall have the same respective meanings in this **Exhibit 13**.

EXHIBIT 14

CONFIDENTIALITY AGREEMENT

This Confidentiality Agreement (“Agreement”) is made by and between the San Antonio Water System, an agency of the City of San Antonio in the State of Texas (“Owner”) and _____ (“Design-Build Firm”), in connection with the Contract for design and construction services dated _____ (the “Contract”), pursuant to which Design-Build Firm is to provide services for Owner’s benefit in connection with the architecture, engineering, design, procurement and construction of the Phase 3 Service Center Project to be located in San Antonio, Texas (the “Project”).

Capitalized term used in this Agreement shall have the meaning assigned to such terms in the Contract, unless expressly provided otherwise herein.

Design-Build Firm, in consideration of the sum of TEN and NO/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, hereby assumes with respect to Confidential Information, the following duties and responsibilities:

1. **Disclosure of Confidential Information.** Owner will allow access to or may disclose the Confidential Information to Design-Build Firm, either orally, in writing, or through data transfer.
2. **Protection of Confidential Information.** Design-Build Firm agrees to take all steps reasonably necessary to hold in confidence the Confidential Information. Design-Build Firm shall bind its affiliates, employees, agents, consultants, contractors and other representatives to this Agreement before sharing Confidential Information with them, and to only provide them access to the Confidential Information to the extent reasonably necessary in the planning for or performance of Services and Work for Owner. Design-Build Firm agrees to use the Confidential Information solely to plan for the performance of and, if contracted to do so, to perform, Services and Work for the Project. Design-Build Firm’ obligations with respect to the Confidential Information also extend to any third party’s proprietary or confidential information disclosed to Design-Build Firm in the course of providing service to Owner. Design-Build Firm’s obligations hereunder shall survive the termination of the Contract and this Agreement. This confidentiality obligation will not apply to the extent that Design-Build Firm can demonstrate that:
 - (a) the Confidential Information of Owner is, at the time of disclosure, part of the public domain;
 - (b) the Confidential Information of Owner became part of the public domain, by publication or otherwise, except by breach of the provisions of this Agreement;

- (c) the Confidential Information of Owner can be established by written evidence to have been in the possession of Design-Build Firm at the time of disclosure;
 - (d) the Confidential Information of Owner is received by Design-Build Firm from a third party without similar restrictions and without breach of this Agreement;
 - (e) the Confidential Information of Owner was developed by employees or agents of Design-Build Firm independently of Design-Build Firm's planning for the performance of Services and Work without reference to any Confidential Information of Owner (Design-Build Firm shall bear the burden of proving such independent development); or
 - (f) the Confidential Information of Owner is required to be disclosed by Design-Build Firm because of an order or ruling of a court or other government agency; provided, however, that Design-Build Firm will use its best efforts to minimize the disclosure of such information and will consult with and assist Owner in obtaining a protective order prior to such disclosure.
- 3. Materials.** All materials, including, without limitation, documents, drawings, models, apparatus, sketches, designs, and lists furnished to or prepared for Owner by Design-Build Firm based upon Owner's Confidential Information and any tangible embodiments of Owner's Confidential Information created by Design-Build Firm shall remain the property of Owner. Design-Build Firm shall return to Owner or destroy such materials and all copies thereof upon the written request of Owner.
- 4. No License.** This Agreement does not grant Design-Build Firm any license to use Owner's Confidential Information.
- 5. Successors and Assigns.** Design-Build Firm may not assign its rights or obligations arising under this Agreement without Owner's prior written consent. Owner may assign its rights and obligations arising under this Agreement. This Agreement will be for the benefit of Owner's successors and assigns, and will be binding on Design-Build Firm's affiliates, employees, agents, legal representatives and permitted assignees. Design-Build Firm shall bind all Design-Build Firm Personnel to this Agreement.
- 6. General Provisions.**
- (a) This Agreement shall be governed by and construed in accordance with the laws of the United States and of the State of Texas.
 - (b) Notwithstanding any other dispute resolution provision in any agreement pertaining to the performance of Services, Owner shall have the right to obtain preliminary

relief on any equitable claim in any court of competent jurisdiction, where such judgment is necessary to preserve its property and/or proprietary rights under this Agreement.

- (c) Any notice provided for or permitted under this Agreement will be treated as having been given when (a) delivered personally, (b) sent by confirmed telecopy, (c) sent by commercial overnight courier with written verification of receipt, or (d) mailed postage prepaid by certified or registered mail, return receipt requested, to the party to be notified, at the address set forth below, or at such other place of which the other party has been notified in accordance with the provisions of this section. Such notice will be treated as having been received upon the earlier of actual receipt or five days after posting.
- (d) Design-Build Firm agrees that the breach of the provisions of this Agreement by Design-Build Firm will cause Owner irreparable damage for which recovery of money damages would be inadequate. Owner will, therefore, be entitled to obtain timely injunctive relief to protect Owner's rights under this Agreement in addition to any and all remedies available at law.
- (e) This Agreement may be amended or supplemented only by a writing that is signed by duly authorized representatives of both parties.
- (f) No term or provision hereof will be considered waived by either party, and no breach excused by either party, unless such waiver or consent is in writing signed on behalf of the party against whom the waiver is asserted. No consent by either party to, or waiver of, a breach by either party, whether express or implied, will constitute consent to, waiver of, or excuse of any other, different, or subsequent breach by either party.
- (g) If any part of this Agreement is found invalid or unenforceable, that part will be amended to achieve as nearly as possible the same economic effect as the original provision and the remainder of this Agreement will remain in full force.
- (h) Nothing contained in this Agreement or in any discussions undertaken or disclosures made pursuant hereto shall (a) be deemed a commitment to engage in any business relationship, contract or future dealing with the other party, or (b) limit either party's right to conduct similar discussions or perform similar work to that undertaken pursuant hereto, so long as said discussions or work do not violate this Agreement.
- (i) This Agreement constitutes the entire agreement between the parties relating to this subject matter and supersedes all prior or simultaneous representations, discussions, negotiations, and agreements, whether written or oral.

IN WITNESS WHEREOF, the parties have executed this agreement as of the Effective Date this _____.

DESIGN-BUILD FIRM: _____

By: _____

Printed Name: _____

Title: _____

EXHIBIT 15

RESOLUTION IN SUPPORT OF CONTRACT

[To be executed by Design-Build Firm's Governing Board of Directors]

RESOLVED, that _____ is authorized, empowered, and directed, as the authorized representative of _____, to take all actions and to execute, deliver, and perform for or on behalf of _____, all instruments, documents, agreements, certificates, or writings, and any amendments thereof, as such authorized representative deems advisable in connection with the formation of that one Design-Build Agreement, dated _____ ("the Contract"), by and between the San Antonio Water System ("Owner") and _____.

FURTHER RESOLVED, that the president and each vice president of _____ is authorized, empowered, and directed, as an authorized representative of the _____ to take all actions and to execute, deliver, perform and consummate for or on behalf of _____ the transactions contemplated by these resolutions and all instruments, documents, agreements, certificates, or writings, and any amendments thereof, as such authorized representative deems advisable in connection with the Contract.

FURTHER RESOLVED, that all actions by or on behalf of the officers, employees, members, agents or other representatives of _____ taken and performed up to the date hereof with respect to the formation of, and the preparation, execution, and delivery of the Contract, and all other actions taken directly or indirectly in connection with the transactions contemplated by the Contract, and any other related transactions or occurrences be, and they hereby are, approved, ratified and confirmed in all respects.

FURTHER RESOLVED, that the Corporate Secretary of _____ is authorized, empowered, and directed and shall certify and attest to and deliver to Owner, the attached Certificate of Formation, Certificate of Fact, Certificate of Filing, and Certificate of Good Standing as being true and correct copies of such documents as are currently on file with the Texas Secretary of State and the Texas Comptroller, as applicable, to consummate the transactions contemplated pursuant to these Resolutions.

[SIGNATURES ON NEXT PAGE]

Name: _____

Name: _____

Title: _____

Title: _____

Name: _____

Title: _____

ATTACH SECRETARIAL CERTIFICATE WITH COPIES OF PUBLICLY FILED DOCUMENTS DESCRIBED IN LAST PARAGRAPH ABOVE

EXHIBIT 16

PREVAILING WAGE RATE SCHEDULE

"General Decision Number: TX20200231 08/28/2020

Superseded General Decision Number: TX20190231

State: Texas

Construction Type: Building

County: Bexar County in Texas.

BUILDING CONSTRUCTION PROJECTS (does not include single family homes or apartments up to and including 4 stories).

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.80 for calendar year 2020 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.80 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2020. If this contract is covered by the EO and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must pay workers in that classification at least the wage rate determined through the conformance process set forth in 29 CFR 5.5(a)(1)(ii) (or the EO minimum wage rate, if it is higher than the conformed wage rate). The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/03/2020
1	02/14/2020
2	08/28/2020

ASBE0087-014 01/01/2018

	Rates	Fringes
ASBESTOS WORKER/HEAT & FROST INSULATOR (Duct, Pipe and Mechanical System Insulation)....	\$ 22.72	10.02

BOIL0074-003 01/01/2017

	Rates	Fringes
BOILERMAKER.....	\$ 28.00	22.35

ELEC0060-003 06/01/2019

Rates	Fringes
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Technician Only).....\$ 22.55 9%+5.45

 ELEC0060-004 06/01/2019

Rates Fringes

ELECTRICIAN (Excludes Low Voltage Wiring).....\$ 28.60 18%+5.45

 ELEV0081-001 01/01/2020

Rates Fringes

ELEVATOR MECHANIC.....\$ 41.90 34.765

FOOTNOTES:

A. 6% under 5 years based on regular hourly rate for all hours worked. 8% over 5 years based on regular hourly rate for all hours worked.

B. Holidays: New Year's Day; Memorial Day; Independence Day; Labor Day; Thanksgiving Day; Friday after Thanksgiving Day; Christmas Day; and Veterans Day.

 ENGI0450-002 04/01/2014

Rates Fringes

POWER EQUIPMENT OPERATOR
 Cranes.....\$ 34.85 9.85

 IRON0066-013 06/01/2019

Rates Fringes

IRONWORKER, STRUCTURAL.....\$ 22.70 6.73

 IRON0084-011 06/01/2019

Rates Fringes

IRONWORKER, ORNAMENTAL.....\$ 24.42 7.12

 PLUM0142-009 08/07/2019

Rates Fringes

HVAC MECHANIC (HVAC Electrical Temperature Control Installation Only).....\$ 30.25 13.36

HVAC MECHANIC (HVAC Unit Installation Only).....\$ 30.25 13.36

PIPEFITTER (Including HVAC Pipe Installation).....\$ 31.05 13.76

PLUMBER (Excludes HVAC Pipe Installation).....\$ 31.05 13.76
 Excludes HVAC Pipe Installation

 * SFTX0669-002 04/01/2020

Rates Fringes

SPRINKLER FITTER (Fire
Sprinklers).....\$ 30.64 21.68

* SHEE0067-004 07/01/2020

	Rates	Fringes
Sheet metal worker Excludes HVAC Duct Installation.....\$ 27.31	27.31	15.51
HVAC Duct Installation Only.\$ 27.31	27.31	15.51

SUTX2014-006 07/21/2014

	Rates	Fringes
BRICKLAYER.....\$ 22.15	22.15	0.00
CARPENTER (Acoustical Ceiling Installation Only).....\$ 17.83	17.83	0.00
CARPENTER (Form Work Only).....\$ 13.63	13.63	0.00
CARPENTER, Excludes Acoustical Ceiling Installation, Drywall Hanging, Form Work, and Metal Stud Installation.....\$ 16.86	16.86	4.17
CAULKER.....\$ 15.00	15.00	0.00
CEMENT MASON/CONCRETE FINISHER...\$ 22.27	22.27	5.30
DRYWALL FINISHER/TAPER.....\$ 13.81	13.81	0.00
DRYWALL HANGER AND METAL STUD INSTALLER.....\$ 15.18	15.18	0.00
ELECTRICIAN (Low Voltage Wiring Only).....\$ 20.39	20.39	3.04
IRONWORKER, REINFORCING.....\$ 12.27	12.27	0.00
LABORER: Common or General.....\$ 10.75	10.75	0.00
LABORER: Mason Tender - Brick...\$ 11.88	11.88	0.00
LABORER: Mason Tender - Cement/Concrete.....\$ 12.00	12.00	0.00
LABORER: Pipelayer.....\$ 11.00	11.00	0.00
LABORER: Roof Tearoff.....\$ 11.28	11.28	0.00
LABORER: Landscape and Irrigation.....\$ 8.00	8.00	0.00
OPERATOR: Backhoe/Excavator/Trackhoe.....\$ 15.98	15.98	0.00
OPERATOR: Bobcat/Skid Steer/Skid Loader.....\$ 14.00	14.00	0.00

OPERATOR: Bulldozer.....	\$ 14.00	0.00
OPERATOR: Drill.....	\$ 14.50	0.00
OPERATOR: Forklift.....	\$ 12.50	0.00
OPERATOR: Grader/Blade.....	\$ 23.00	5.07
OPERATOR: Loader.....	\$ 12.79	0.00
OPERATOR: Mechanic.....	\$ 18.75	5.12
OPERATOR: Paver (Asphalt, Aggregate, and Concrete).....	\$ 16.03	0.00
OPERATOR: Roller.....	\$ 12.00	0.00
PAINTER (Brush, Roller and Spray), Excludes Drywall Finishing/Taping.....	\$ 13.07	0.00
ROOFER.....	\$ 12.00	0.00
TILE FINISHER.....	\$ 11.32	0.00
TILE SETTER.....	\$ 14.94	0.00
TRUCK DRIVER: Dump Truck.....	\$ 12.39	1.18
TRUCK DRIVER: Flatbed Truck.....	\$ 19.65	8.57
TRUCK DRIVER: Semi-Trailer Truck.....	\$ 12.50	0.00
TRUCK DRIVER: Water Truck.....	\$ 12.00	4.11

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after

award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of ""identifiers"" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union

average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board

U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION"

EXHIBIT 17.1

DESIGN-BUILD FIRM’S AFFIDAVIT OF PAYMENT OF DEBTS AND CLAIMS

THE STATE OF TEXAS §

§ KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF _____ §

_____ (hereinafter referred to as “Design-Build Firm”), pursuant to the Contract dated _____, 20___, between the San Antonio Water System (hereinafter referred to as “Owner”) and Design-Build Firm for design and construction of the Northeast Operations Center Project located in in San Antonio, Texas, hereby certifies and warrants on this ___ day of _____, 20___, acting by and through its undersigned representative, that, except as expressly listed by the Design-Build Firm below:

- (1) payment has been made in full and all obligations have otherwise been satisfied for all materials and equipment furnished, for all work, labor, and services performed, and for all known indebtedness and claims against the Design-Build Firm for damages arising in any manner in connection with the performance of the Contract referenced above for which a bond or the Owner’s property might in any way be encumbered, or for which a surety or the Owner might in any way be obligated or held responsible;
- (2) true and correct copies of the Surety’s consent to final payment and of all waivers and releases required by the Contract are attached hereto, inclusive of all waivers and releases of the Design-Build Firm, all Subcontractors, all Sub-Subcontractors, all suppliers of materials and equipment, and all performers of Work, labor or services who have or may have claims, liens or encumbrances or the right to assert claims, liens or encumbrances against any bonds arising in any manner out of the performance of the Contract referenced above;
- (3) TO THE MAXIMUM EXTENT PERMITTED BY LAW, DESIGN-BUILD FIRM SHALL INDEMNIFY, DEFEND (WITH COUNSEL ACCEPTABLE TO OWNER), AND HOLD HARMLESS OWNER FROM AND AGAINST ANY AND ALL CLAIMS, LIABILITIES, LOSSES, AND COSTS (INCLUDING, WITHOUT LIMITATION, COURT COSTS, FEES OF ATTORNEYS AND CONSULTANTS) NOW OR HEREAFTER INCURRED OR PAID BY OR ASSERTED AGAINST OWNER WITH RESPECT TO THE CLAIMS, LIENS, AND RIGHTS HEREIN WAIVED AND RELEASED OR ARISING OUT OF ANY BREACH OR UNTRUTH OF ANY REPRESENTATION HEREIN MADE; and
- (4) all of the provisions of this document shall bind the Design-Build Firm and the Design-Build Firm’s affiliates, shareholders, directors, managers, officers, members, employees, agents, heirs, successors, and assigns and shall inure to the benefit of the Owner and the Owner’s affiliates, shareholders, directors, managers, officers, members, employees, agents, heirs, successors, and assigns.
- (5) the Design-Build Firm specifically waives and releases any claim for damages due to delay, hindrance, interference, acceleration, inefficiencies or extra work, or any other claim of any kind it may have as of the date of this Affidavit, except as follows:

_____.

REQUIRED DOCUMENTS ATTACHED HERETO:

DESIGN-BUILD FIRM: *(Name and address)*

1. Consent of Surety to Final Payment.
2. Design-Build Firm's Waiver and Release on Final Payment.
3. Separate Waivers and Releases from Subcontractors, Sub-Subcontractors and Suppliers on Final Payment, accompanied by a list thereof.

BY: _____
(Signature of authorized representative)

(Printed name and title)

Subscribed and sworn to before me, the undersigned authority on this date:

Notary Public: _____

My Commission Expires: _____

NOTICE OF POTENTIAL CRIMINAL AND PERSONAL LIABILITY: Funds paid to the Design-Build Firm may be trust funds under the Texas Trust Fund Act (the "Act") and the Design-Build Firm's failure to pay trust funds it owes its artisans, laborers, mechanics, contractors, subcontractors, or materialmen who labor or who furnish labor or material for this project may constitute a violation of the Act and may subject the Design-Build Firm and/or its owners, officers, directors, or agents to prosecution for a criminal misdemeanor or felony under the Act, as well as personal civil liability.

EXHIBIT 17.2

CONDITIONAL WAIVER AND RELEASE ON PROGRESS PAYMENT

Project: Northeast Operations Center Project

Job No. _____

On receipt by the signer of this document of a check from _____ in the sum of \$_____ payable to _____ and when the check has been properly endorsed and has been paid by the bank on which it is drawn, this document becomes effective to release any mechanic's lien right, any right arising from a payment bond that complies with a state or federal statute, any common law payment bond right, any claim for payment, and any rights under any similar ordinance, rule, or statute related to claim or payment rights for persons in the signer's position that the signer has on the property of San Antonio Water System for the Project described above to the following extent:

This release covers a progress payment for all labor, services, equipment, or materials furnished to the property or to _____, as indicated in the attached statement(s) or progress payment request(s), except for unpaid retention, pending modifications and changes, or other items furnished.

Before any recipient of this document relies on this document, the recipient should verify evidence of payment to the signer.

The signer warrants that the signer has already paid or will use the funds received from this progress payment to promptly pay in full all of the signer's laborers, subcontractors, materialmen, and suppliers for all work, materials, equipment, or services provided for or to the above referenced project in regard to the attached statement(s) or progress payment request(s).

The undersigned hereby represents and warrants that he or she is duly authorized agent of the signer and is fully authorized to sign this Lien Waiver and Release.

It is the intent of this release to comply with the provisions of Subchapter L of Chapter 53 of the Property Code of the State of Texas.

Date: _____
By: _____
Printed Name: _____
Title: _____

STATE OF TEXAS §
COUNTY OF _____ §

This instrument was acknowledged before me on the ___ day of _____, 20__ by _____, _____ of _____, a limited company, for the consideration herein expressed, on behalf of same.

Notary Public in and for the
STATE OF TEXAS

EXHIBIT 17.3

NOTICE: THIS DOCUMENT WAIVES RIGHTS UNCONDITIONALLY AND STATES THAT YOU HAVE BEEN PAID FOR GIVING UP THOSE RIGHTS. IT IS PROHIBITED FOR A PERSON TO REQUIRE YOU TO SIGN THIS DOCUMENT IF YOU HAVE NOT BEEN PAID THE PAYMENT AMOUNT SET FORTH BELOW. IF YOU HAVE NOT BEEN PAID, USE A CONDITIONAL RELEASE FORM.

UNCONDITIONAL WAIVER AND RELEASE ON PROGRESS PAYMENT

Project: Northeast Operations Center Project Job No. _____

The signer of this document has been paid and has received a progress payment in the sum of \$ _____ for all labor, services, equipment, or materials furnished to the property of San Antonio Water System for the Project described above.

The signer therefore waives and releases any mechanic's lien right, any right arising from a payment bond that complies with a state or federal statute, any common law payment bond right, any claim for payment, and any rights under any similar ordinance, rule, or statute related to claim or payment rights for persons in the signer's position that the signer has on the above referenced project to the following extent:.

This release covers a progress payment for all labor, services, equipment, or materials furnished to the property or to _____ as indicated in the attached statement(s) or progress payment request(s), except for unpaid retention, pending modifications and changes, or other items furnished.

The signer warrants that the signer has already paid or will use the funds received from this progress payment to promptly pay in full all of the signer's laborers, subcontractors, materialmen, and suppliers for all work, materials, equipment, or services provided for or to the above referenced project in regard to the attached statement(s) or progress payment request(s).

The undersigned hereby represents and warrants that he or she is duly authorized agent of the signer and is fully authorized to sign this Lien Waiver and Release.

It is the intent of this release to comply with the provisions of Subchapter L of Chapter 53 of the Property Code of the State of Texas.

_____.
Date: _____
By: _____
Printed Name: _____
Title: _____

STATE OF TEXAS §

COUNTY OF _____ §

This instrument was acknowledged before me on the ___ day of _____, 20__ by _____ of _____, a limited company, for the consideration herein expressed, on behalf of same.

Notary Public in and for the
STATE OF TEXAS

EXHIBIT 17.4

CONDITIONAL WAIVER AND RELEASE ON FINAL PAYMENT

Project:
Northeast Operations Center Project

Job No. _____

On receipt by the signer of this document of a check from _____ in the sum of \$ _____ payable to _____, and when the check has been properly endorsed and has been paid by the bank on which it is drawn, this document becomes effective to release any mechanic's lien right, any right arising from a payment bond that complies with a state or federal statute, any common law payment bond right, any claim for payment, and any rights under any similar ordinance, rule, or statute related to claim or payment rights for persons in the signer's position that the signer has on the property of **San Antonio Water System** for the Project described above.

This release covers the final payment to the signer for all labor, services, equipment, or materials furnished to the property or to _____.

Before any recipient of this document relies on this document, the recipient should verify evidence of payment to the signer.

The signer warrants that the signer has already paid or will use the funds received from this final payment to promptly pay in full all of the signer's laborers, subcontractors, materialmen, and suppliers for all work, materials, equipment, or services provided for or to the above referenced project up to the date of this waiver and release.

The undersigned hereby represents and warrants that he or she is duly authorized agent of the signer and is fully authorized to sign this Lien Waiver and Release.

It is the intent of this release to comply with the provisions of Subchapter L of Chapter 53 of the Property Code of the State of Texas.

Date: _____
By: _____
Printed Name: _____
Title: _____

STATE OF TEXAS §
COUNTY OF _____ §

This instrument was acknowledged before me on the ___ day of _____, 20__ by _____, _____ of _____, a corporation, for the consideration herein expressed, on behalf of same.

Notary Public in and for the
STATE OF TEXAS

EXHIBIT 17.5

NOTICE: THIS DOCUMENT WAIVES RIGHTS UNCONDITIONALLY AND STATES THAT YOU HAVE BEEN PAID FOR GIVING UP THOSE RIGHTS. IT IS PROHIBITED FOR A PERSON TO REQUIRE YOU TO SIGN THIS DOCUMENT IF YOU HAVE NOT BEEN PAID THE PAYMENT AMOUNT SET FORTH BELOW. IF YOU HAVE NOT BEEN PAID, USE A CONDITIONAL RELEASE FORM.

UNCONDITIONAL WAIVER AND RELEASE ON FINAL PAYMENT

Project:
Northeast Operations Center Project

Job No. _____

The signer of this document has been paid and has received a final payment in the sum of \$ _____ for all labor, services, equipment, or materials furnished to the property of **San Antonio Water System** for the Project described above.

The signer therefore waives and releases any mechanic's lien right, any right arising from a payment bond that complies with a state or federal statute, any common law payment bond right, any claim for payment, and any rights under any similar ordinance, rule, or statute related to claim or payment rights for persons in the signer's position.

The signer warrants that the signer has already paid or will use the funds received from this final payment to promptly pay in full all of the signer's laborers, subcontractors, materialmen, and suppliers for all work, materials, equipment, or services provided for or to the above referenced project up to the date of this waiver and release.

The undersigned hereby represents and warrants that he or she is duly authorized agent of the signer and is fully authorized to sign this Lien Waiver and Release.

It is the intent of this release to comply with the provisions of Subchapter L of Chapter 53 of the Property Code of the State of Texas.

Date: _____
By: _____
Printed Name: _____
Title: _____

STATE OF TEXAS §
COUNTY OF _____ §

This instrument was acknowledged before me on the ___ day of _____, 20__ by _____, _____ of _____, a limited company, for the consideration herein expressed, on behalf of same.

Notary Public in and for the
STATE OF TEXAS

EXHIBIT 18

WARRANTY PROTOCOL

[TO BE PROVIDED BY DESIGN-BUILD FIRM]

Exhibit 19

AGREEMENT TO ADOPT DISPUTE RESOLUTION PROCEDURES

This AGREEMENT TO ADOPT DISPUTE RESOLUTION PROCEDURES (“**Agreement**”) is made and entered into this ____ day of _____, 20____, (the “**Effective Date**”) by and between the San Antonio Water System (“**Owner**”) and _____, the Design-Build Firm. Owner and Design-Build Firm may be referred to individually herein as a “**Party**” and collectively as the “**Parties.**”

The Parties enter into this Agreement pursuant to their contract, entitled Design-Build Services Agreement (the “**Contract**”), dated _____, for the planning, development, engineering and design, procurement, demolition, renovation and/or construction of the Northeast Side Operations Center (“**NEOC**”) and at the existing Northeast Service Center (“**Existing NESC**”), constituting Phase 3 of the Owner’s New Service Center Project (referred to herein as the “**Project**”).

In consideration of the terms, conditions, covenants and agreements contained both herein and in their Contract, the receipt and sufficiency of which the Parties hereby acknowledge, the Parties hereby agree as hereinafter set forth. Except as expressly provided otherwise in Section XIX of the Agreement, the following procedures (“**Dispute Resolution Procedures**”) shall apply to the resolution of any contested claim, controversy or demand, including any demand for damages, specific performance, or any other legal or equitable remedy, arising out of or relating to the Agreement, or the breach thereof, (hereinafter referred to as a “**Dispute**”):

(A) First Step: Direct Negotiation of Parties’ Senior Executives. The Parties shall cause their senior executives to convene within five (5) days after the date that a Party invokes these Dispute Resolution Procedures in writing (the “**Invocation Date**”) to attempt to resolve the Dispute by direct negotiation. Each senior executive who participates in the negotiation shall be deemed to have unlimited authority to bind his/her Party.

(B) Second Step: Non-Binding Mediation. If the Parties’ senior executives fail to convene such negotiations within such five (5) day period, or if the Parties’ senior executives fail to resolve the Dispute within fifteen (15) calendar days from the Invocation Date, the Dispute shall proceed to mediation upon issuance of a written request for mediation (“**Mediation Request**”) by either party. Mediation shall be a condition precedent to any further proceedings on the Dispute. Mediation shall be administered by the American Arbitration Association under its Commercial Mediation Procedures. Mediation shall take place in San Antonio, Texas, with a Mediator approved by the Parties, who shall equally share the costs of Mediation. Any Mediator must be a duly licensed attorney who is an active member of the State Bar of Texas or other state bar of one of the United States or a Registered Professional Engineer or Architect who has not been subject to disciplinary action within the past ten years, and who has at least fifteen (15) years prior experience acting as a mediator, arbitrator and/or dispute review board member for construction

contract disputes and the negotiation, interpretation and/or adjudication of contract rights and claims involving the design and construction of commercial construction projects having a value comparable to that of the Project. Upon Owner’s request, the Design-Build Firm shall arrange for third parties having a contractual relationship with the Design-Build Firm to participate in the Mediation if such third parties may have responsibility or liability in connection with the Dispute and their involvement in or connection with the Project may give rise to common or interrelated questions of fact, law and contract interpretation. The Mediation of the Dispute must be completed within thirty (30) days from the date a Mediation Request has been delivered to the other Party, unless the Parties and the Mediator agree in writing to extend the period to be allowed for the Mediation. Any Party may, at any time after delivery of a Mediation Request, elect to terminate the Mediation process by delivering to the other Party a written notice of such election, whereupon the Mediation step of these Procedures shall be deemed to have been completed, and either party may proceed to the next step in these Dispute Resolution Procedures, as provided in Subparagraph (C), below.

(C) Third Step: Litigation. Any Dispute that is not otherwise resolved under these Dispute Resolution Procedures, as set forth above, shall be resolved by litigation.

Each Party shall bear its own costs arising out of or in connection with these Dispute Resolution Procedures. The Parties acknowledge that they have established a fixed allowance in the GMP for funding of Owner’s share of the costs of dispute resolution hereunder. Such costs remain subject to recovery by Owner if Owner is the prevailing party under Section XIX of the Contract.

Miscellaneous Provisions

Nothing in this Agreement shall alter the liability of either Party as provided under the Contract, or by law.

This Agreement may be altered, amended or revoked only by an instrument in writing signed by each Party. No verbal agreement or implied covenant or agreement shall be held to vary the terms hereof, any statute, law or custom to the contrary notwithstanding.

IN WITNESS WHEREOF, the Parties, intending to be legally bound, have executed this Agreement as of the Effective Date.

[SIGNATURES ON FOLLOWING PAGE]

<p>OWNER:</p> <p>San Antonio Water System</p>	<p>DESIGN-BUILD FIRM:</p> <p>_____</p>
---	---

<p>By: _____ Robert R. Puente, President and CEO</p>	<p>By: _____ _____ _____</p>
	<p>DESIGN PROFESSIONAL OF RECORD: _____ By: _____ _____ _____</p>

EXHIBIT 20

OWNER'S CONFIRMATION OF FUNDING

DATE: _____

OWNER: San Antonio Water System

DESIGN-BUILD FIRM: _____

PROJECT: Northeast Operations Center Project ("Project")

CONTRACT: Design-Build Services Agreement, Contract No. _____, dated

1. Owner's full legal name, physical and mailing address, and business telephone number:

Philip C. Campos, Jr., CPA
Director, Contracting
San Antonio Water System
2800 U.S. Hwy 281 North
San Antonio, Texas 78212
Phone: 210-233-3871

2. Owner has authorized and approved funding for the Project in the amount of \$ _____ (the Guaranteed Maximum Price), which includes funding available to pay for all Work and Services under and in accordance with the Agreement.

San Antonio Water System:

By: _____

**Robert R. Puente,
President and CEO**

The name and address of Design-Build Firm's Payment Bond Surety to whom a claim may be sent:	_____ _____ _____
---	-------------------------

EXHIBIT 21

OWNER'S SECURITY PROCEDURES

Capitalized terms used in this exhibit shall have the meaning assigned to such terms in the Contract, unless expressly provided otherwise herein.

If work will be conducted on SAWS property, on SAWS infrastructure, on a SAWS customer's property, or involve any SAWS networks, or any SAWS facility, the Design Build Firm shall provide background screening information of their employees, Consultants, DPOR and sub-contractors to CastleBranch, the SAWS-approved vendor of background screening services, at sawsbackgroundcheck@castlebranch.com. Any person found to have an unacceptable background check will not be allowed to perform work under this Contract (however, at SAWS's sole discretion, a waiver may be given by SAWS Security for an unacceptable finding, provided that it must first be approved and signed off on by the Director of SAWS Security). Any Design Build Firm employee, DPOR, consultants or subcontractor performing work must also receive a background screening by CastleBranch. Consultant shall be responsible for the accuracy of information on the background screening information sent to sawsbackgroundcheck@castlebranch.com. For further questions about background screening, call CastleBranch at 910-679-2979 or 888-723-4263 ext. 7857 and advise them the Design Build Firm is working for SAWS. Once background screening is approved by SAWS Security, Design Build Firm must also complete a Project Contractor Data Form ("PCDF"). The PCDF will be sent to securitygroup@saws.org. The PCDF is required for the Design Build Firm, and its DPOR, consultants or subcontractors to receive the required badges and parking tags necessary to fulfill the work under this Contract. The PCDF must be sent electronically to securitygroup@saws.org.

Each employee and agent of the Design Build Firm shall obtain a SAWS photo identification badge (a "Contractor's Badge") and parking tag prior to any work on SAWS property or asset, which shall be used only for purposes necessary to perform the work under this Contract. SAWS Badge Office hours are Monday, Wednesday and Friday from 9:00am to 12:00pm, excluding SAWS holidays (hours are subject to change). SAWS Security staff can be contacted at (210) 233-3177 or (210) 233-3338. Once the Project is completed, the Design Build Firm shall return all Contractor Badges and parking tags to the Security Office. A Design Build Firm who does not return the Contractor Badges or parking tags is not in compliance with these procedures.

SAWS facilities require a SAWS employee to physically escort the Design Build Firm employees, agents, consultants, DPOR and sub-contractors at all times. SAWS may, at its sole discretion, waive the escort requirements if the PCDF and a "clean" background screening from CastleBranch are approved. Waiver of the escort requirement shall only be through a written correspondence to Design Build Firm from SAWS Security.

Sub-contractors must always be under escort of Design Build Firm while performing work on any SAWS property or asset. Sub- contractors must display the Contractor Badge at all times while working on any SAWS property or asset. Sub- contractors are required to complete a background screening and be listed on the PCDF regardless of receiving a Contractor Badge. The

Design Build Firm is solely responsible for the actions of its employees, agents, DPOR, sub-contractors and consultants.

Design Build Firm shall advise their SAWS Project Manager of any employee terminations or changes to personnel performing work under this Contract, and the Design Build Firm shall immediately turn in any and all Contractor's Badges and/or parking tags of employees or agents who are terminated or no longer performing work under this Contract. If Design Build Firm becomes aware of any changes in the information contained in the PCDF or the background screening information, Design Build Firm shall immediately notify the SAWS Project Manager and provide an updated PCDF to securitygroup@saws.org and background screening information to sawsbackgroundcheck@castlebranch.com.

Design Build Firm is responsible for being in compliance with SAWS Security requirements and for maintaining security of SAWS property, infrastructure, SAWS customer's property, networks, and facilities for the length of the Project. Security incidents must be reported to SAWS Security immediately at (210) 233-3338.

If the Design Build Firm plans to leave the site unsecure or open during the Project, they must provide a SAWS-approved security guard to monitor ingress and egress to the SAWS site.

If Design Build Firm takes any action that diminishes the security of a SAWS site, Design Build Firm will be responsible for providing additional security requirements at its expense. Some examples of additional requirements that SAWS may require include hiring of SAWS approved security guards, temporary fencing, mobile Closed Circuit Television Monitoring trailer(s), or extra lighting. Notwithstanding anything herein to the contrary, any provisions in these Security Procedures that may appear to give SAWS the right to direct Design Build Firm as to details of doing any work under this Contract or to exercise a measure of control over any security measures or such work shall be deemed to mean that Design Build Firm shall follow the desires of SAWS in the results of the work or security measures only.

Advance coordination by Design Build Firm with SAWS Security for these security requirements is necessary to ensure no delays with timely performance of work. Any other provision of this Contract notwithstanding, in the event Design Build Firm fails to comply with SAWS Security requirements, SAWS may, with no penalty, claim of any nature (including but not limited to breach of contract) against SAWS by the Design Build Firm:

- i Issue a Work Stoppage Order until the security violation (s) are remedied
- i Ask any unidentified or improperly identified person or equipment to leave SAWS site immediately and not return until items or deficiencies are remedied to SAWS's satisfaction.

Exhibit 22

JOINDER OF DESIGN PROFESSIONAL OF RECORD

Effective this _____ day of _____, 2020, _____ (as “**Design Professional of Record**” (“**DPOR**”)) hereby agrees to join in the Agreement between the San Antonio Water System, an agency of the City of San Antonio in the State of Texas, (“**Owner**”) and _____ (“**Design-Build Firm**”), known as Contract Number _____ dated _____, 2020 (the “**Agreement**”) and hereby agrees to fulfill the duties and responsibilities of the Design-Build Firm therein that are related to the Design Services, the limitations on increases to the Design Services Fee, including the Design Administration Services Fee, and the collateral assignment to Owner of the agreement between the DPOR and Design-Build Firm as additional security for the performance and completion of the Design Services for delivery of the Project through an alternate procurement process if the Design-Build Firm fails to submit a Final GMP Proposal in accordance with the requirements of this Agreement and/or Parties to the Design-Build Services Agreement cannot agree on a Final GMP.

The DPOR further agrees, represents and warrants to Owner that the agreement between Design-Build Firm and the DPOR is in the same form as reviewed and Approved by Owner on _____, 2020, and that such form of such agreement embodies all of the terms and conditions of their agreement, and that it has not been changed or varied in any way from the Approved form.

The DPOR further agrees to be bound by and to adhere to the Dispute Resolution Procedures of Article XIII of the Agreement with respect to any dispute arising out of the Agreement or this Joinder.

This Joinder shall be binding upon the DPOR’s successors and assigns.

This Joinder shall be governed by and construed in accordance with the laws of the State of Texas without giving effect to conflicts of law principles.

AGREED AND ACCEPTED:

DESIGN PROFESSIONAL OF RECORD:

By: _____

Title: _____

Date: _____

EXHIBIT 23

WORKSITE INVESTIGATION REPORT

[TO BE PROVIDED BY DESIGN-BUILD FIRM]

EXHIBIT 24

VERIFICATION OF PROHIBITION OF BOYCOTTING OF ISRAEL

Design-Build Firm agrees that, unless i) it is a sole proprietorship or ii) it is a company with fewer than 10 full-time employees and the value of this Contract is less than \$100,000, it does not boycott Israel and will not do so during the term of this Contract. This provision is in compliance with §2271.001, et. seq., of the Texas Government Code. SAWS agrees to comply with the United States and Texas Constitutions in consideration of whether to enforce this provision.

EXHIBIT 25

PRESERVATION AND PRODUCTION OF CONTRACTING INFORMATION

To the extent this Agreement has a stated expenditure of or results in an expenditure of at least \$1 million in public funds, then pursuant to Texas Government Code §552.372, Design-Build Firm will preserve all contracting information, as defined by §552.003, related to the Agreement for the duration of the Agreement; promptly provide to SAWS any such contracting information related to the Agreement that is in its custody or possession of SAWS on request of SAWS; and on completion of the Agreement, either: A) provide at no cost to SAWS all such contracting information related to the Agreement that is in its custody or possession or B) preserve such contracting information related to the Agreement as provided by the records retention requirements applicable to SAWS.

The Design-Build Firm agrees that the Agreement can be terminated if the Design-Build Firm knowingly or intentionally fails to comply with a requirement of Subchapter J, Chapter 552, of the Texas Government Code.