

KRH
12/10/20
Item No. 16

ORDINANCE 2020-12-10-0889

AUTHORIZING THE NEGOTIATION AND EXECUTION OF A DESIGN-BUILD SERVICES AGREEMENT WITH F.A. NUNNELLY COMPANY IN AN AMOUNT NOT TO EXCEED \$10,550,000.00 FOR THE DESIGN AND CONSTRUCTION OF THE POLICE STATION AT ST. MARY'S STREET.

* * * * *

WHEREAS, this project provides for the design and construction of a new, approximately 24,000 square foot, two-story police station located at St. Mary's Street including a small community room and associated parking for police officers and the public, a 2017 Bond project, located in Council District 1; and

WHEREAS, in January 2020 the City released a Request for Qualifications (RFQs) to select a Design-Build firm to design and construct the Police Station at St. Mary's Street, a 2017 Bond project; and

WHEREAS, City received six Statements of Qualifications (SOQs) in January 2018, of which one was deemed non-responsive; and

WHEREAS, an evaluation committee, comprised of staff from the City Manager's Office, Public Works Department, San Antonio Police Department, Planning Department, and an outside participant evaluated, scored, and ranked the SOQs and short-listed two firms to submit responses to a Request for Proposal by August 21, 2020; and

WHEREAS, the same selection committee evaluated and scored the interview and the proposals of the shortlisted firms and recommends F.A. Nunnelly Company be awarded the Design-Build contract for this project; and

WHEREAS, it is necessary to authorize the negotiation and execution of a Design-Build Services Agreement in an amount not-to-exceed \$10,550,000.00 to F.A. Nunnelly Company for the design and construction of the Police Station at St. Mary's Street; **NOW THEREFORE**,

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SAN ANTONIO:

SECTION 1. The City Manager, or her designee, is authorized to negotiate and execute a Design-Build Services Agreement with F.A. Nunnelly Company for the design and construction of the Police Station at St. Mary's Street in an amount not to exceed \$10,550,000.00.

SECTION 2. Payment is authorized to be encumbered and made payable to F.A. Nunnelly Company in an amount not to exceed \$10,550,000.00. Payment is in support of the SA Police Station at St. Mary's & Park Police Project, using Fund 45099000, with the WBS element 23-01735-05-02-01 and GL account 5201140. Funding for this project is provided by GO and CO Bonds and is in the FY2021-FY2026 CIP Budget.

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9880-01-51-0505

Payment is limited to the amounts budgeted in the Operating and/or Capital Budget funding sources identified. All expenditures will comply with approved operating and/or capital budgets for current and future fiscal years.

SECTION 3. The financial allocations in this Ordinance are subject to approval by the Deputy Chief Financial Officer, City of San Antonio. The Deputy Chief Financial Officer may, subject to concurrence by the City Manager or the City Manager's designee, correct allocations to specific Fund Numbers, Project Definitions, WBS Elements, Internal Orders, Fund Centers, Cost Centers, Functional Areas, Funds Reservation Document Numbers, and GL Accounts as necessary to carry out the purpose of this Ordinance.

SECTION 4. This Ordinance shall be effective immediately upon the receipt of eight affirmative votes; otherwise, it is effective ten days after passage.

PASSED and APPROVED this 10th day of December, 2020.



M A Y O R
Ron Nirenberg

ATTEST:

APPROVED AS TO FORM:



Tina J. Flores, City Clerk



Andrew Segovia, City Attorney



City of San Antonio

City Council

December 10, 2020

Item: 16

File Number: 20-6671

Enactment Number:

2020-12-10-0889

Ordinance approving a design-build services contract in an amount not to exceed \$10,550,000.00 to F.A.Nunnally Company for the design and construction of the Police Station at St. Mary's, a 2017 Bond project. Funds are available from the 2017-2022 General Obligation Bond Program and Certificates of Obligation; and are included in the FY 2021 - FY 2026 Capital Improvement Program. [Roderick Sanchez, Assistant City Manager; Razi Hosseini, Director, Public Works]

Councilmember Jada Andrews-Sullivan made a motion to approve. Councilmember Adriana Rocha Garcia seconded the motion. The motion passed by the following vote:

Aye: 11 Nirenberg, Treviño, Andrews-Sullivan, Viagran, Rocha Garcia, Gonzales, Cabello Havrda, Sandoval, Pelaez, Courage and Perry

CITY OF SAN ANTONIO

DESIGN-BUILD CONTRACT

Police Station at St. Mary's
23-01735



**STATE OF TEXAS
COUNTY OF BEXAR
CITY OF SAN ANTONIO**

DESIGN-BUILD CONTRACT

ARCHITECTURAL AND ENGINEERING

DESIGN AND CONSTRUCTION SERVICES

FOR THE

POLICE STATION AT ST. MARY'S

PROJECT NUMBER: 23-01735

This **DESIGN-BUILD CONTRACT** (hereafter referred to as “Contract”) is made and entered into by and between the City of San Antonio, a Texas municipal corporation (hereafter referred to as “City” or “City”) and F.A. Nunnally Company, with a place of business at 2922 North Pan Am Expressway, San Antonio, TX 78208 (hereafter referred to as “Design-Builder”). (City and Design-Builder individually are referenced to herein as “a Party” and collectively referenced to herein as “the Parties”.)

This Contract for the engineering, construction and related services of a project identified as the: Police Station at St. Mary’s Project, Project No. 23-01735 in the City of San Antonio, County of Bexar, Texas (hereafter referred to as “the Project”) is being executed by City, pursuant to City Charter, Ordinances, and Resolutions of the San Antonio City Council, and by Design-Builder.

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ARTICLE 1. DEFINITIONS

As used in this Design-Build Contract, the following terms shall have meanings as set out below:

- 1.1. Approved Fixed Price Proposal or AFPP.** Fixed Price Proposal approved by City, which shall include the cost of construction and all other construction-related costs to be incurred by the Design-Builder, including all related General Conditions costs, unless otherwise established in the Guaranteed Maximum Price (as defined below) or a specific Work Package (as defined below), and shall be the maximum price paid by City for all work necessary to deliver the defined Work Package, as required by City, within Design-Builder's Baseline Construction Schedule, attached hereto, incorporated herein by reference and labeled as **EXHIBIT G: DESIGN BUILDER'S BASELINE CONSTRUCTION SCHEDULE** and within the Project Budget, and shall be subject to City's approval.
- 1.2. Architect/Engineer of Record.** Design-Build team registered as an Architect or Engineer, pursuant to Texas Occupations Code Ann., Chapter 1051 (Architect) or Chapter 1001, (Engineer), and which/who will provide professional architectural/engineering services, have direct responsibility for compliance with the design and supervision of the architectural/engineering work associated with the Project, will perform certain contract administration responsibilities, as set forth in the Contract and shall perform all other applicable requirements of the relevant and applicable Texas Occupations Code Annotated.
- 1.3. Baseline Construction Schedule.** A component of the overall Project Schedule, the baseline construction schedule is the final approved construction schedule agreed to during Guaranteed Maximum Price (GMP) negotiations that indicates the start and finish of construction and shows the order in which the Design-Builder proposes to carry out the construction work.
- 1.4. Certificate of Substantial Completion.** Document issued by Design-Builder, issued only with City's consent, at the stage in the progress of the work when the work, or designated portion of the work defined by City, is sufficiently complete in accordance with the Contract so that City may occupy or use the work for its intended use. Said Certificate of Substantial Completion Form is attached hereto, incorporated herein by reference and marked as **EXHIBIT L: SCHEDULE OF VALUES; SUMMARY SPREADSHEET AND BACKUP DOCUMENTS; CERTIFICATE OF SUBSTANTIAL COMPLETION.**

City. Defined as The City of San Antonio, Texas, a home-rule, Texas Municipal Corporation located in Bexar County and identified as "CITY" in the Contract and these General Conditions, is referred to throughout the Contract Documents as if singular in number.

- 1.5. City Designated Representative (CDR).** Person(s) designated by City to act for City.
- 1.6. City's Project Criteria.** All program elements, drawings, standards, schedules, reports, surveys, specifications and systems and product descriptions, which are created by Design Criteria Consultant and approved by City, used to prepare the Fixed Price Proposal(s) or GMP, as applicable, and Construction Documents.
- 1.7. Claim.** Demand or assertion by one of the Parties seeking, as a matter of right, an adjustment or interpretation of the Contract terms, payment of money, extension of time or other relief, with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question between City and Design-Builder arising out of or relating to the Contract. Claims must be initiated by written notice, signed and sworn to by an authorized corporate officer (if not a corporation, then an official of the company authorized to bind Design-Builder by his/her signature) of Design-Builder, verifying the truth and accuracy of the claim.
- 1.8. Compensation.** Amounts paid by City to Design-Builder for completed services under this Design-Build Contract.
- 1.9. Construction Progress Schedule.** The Construction Progress Schedule is a required monthly submittal showing construction progress as it relates to the approved Baseline Construction Schedule.
- 1.10. The Contract Documents.** The Contract Documents consist of this document, the preliminary Design Scope Specification, all Design Documents hereafter prepared by Design-Builder and approved by City in accordance with this Contract. The General Conditions shall govern all Construction Work on the Project, for which Construction Work Design-Builder is fully responsible to City.
- 1.11. Contract Drawings and Specifications.** All the design documents provided by Design-Builder and approved by City pursuant to the Contract including, without limitation, those for use in constructing the Project, performing the Work and the rendering of the Project fully operational, signed and sealed detailed plans, drawings,

specifications, manuals, and related materials prepared by the Architect/Engineer of Record.

1.12. Contractor. Entity having entered into a contract with City for construction services.

1.13. Construction Work. Shall mean whatever is done by or required of Design-Builder to perform and complete its duties relating to the construction of the Project under the Contract, including, without limitation:

- 1.13.1. construction of the whole and all parts of the Project in full and Strict Compliance with this Contract;
- 1.13.2. prompt payment of all labor, supervision, services, materials, supplies, equipment, fixtures, appliances, facilities, tools, transportation, storage, power, fuel, heat, light, cooling, other utilities and things required for the construction of the Project;
- 1.13.3. the procurement and furnishing of all necessary permits required for the construction of the Project;
- 1.13.4. the creation and submission to City of detailed, as-built drawings depicting all as-built construction in required format;
- 1.13.5. the furnishing of Design-Build Construction surety bonds and all insurance documents as required by the Contract;
- 1.13.6. the furnishing of all equipment and product warranties, manuals, test results and user guides required by the Contract or otherwise reasonably available to Design-Builder and/or standard in the industry; and
- 1.13.7. the furnishing of all other services and things required, or reasonably inferable from the Contract Documents, including the provisions of **Article 7** below.

1.14. Cost of the Construction Work. Costs necessarily incurred in the performance of the Construction Work during the Construction Phase, for items specific to the Project and the Contract requirements, and paid or payable by Design-Builder, and not included in the Management Fee, as set forth herein. Cost of the Construction Work is further

defined in **Article 8** herein.

- 1.15. Design-Builder.** Design-Builder is the person or entity identified as such in the Agreement and legally is bound to provide design and construction services for the Police Station at St. Mary' project, Project No. 23-01735, its officers, partners, employees, agents and representatives, along with all of its Sub-Consultants and/or Subcontractors, if any, and all other persons or entities for which Design-Builder legally is responsible
- 1.15.1. Design-Builder shall include a person registered and licensed as an Architect as defined pursuant to Texas Occupations Code Ann., Chapter 1051, a person registered and licensed as a Landscape Architect as defined pursuant to Texas Occupations Code, Chapter 1052, a person registered and licensed as a professional Engineer pursuant to Texas Occupations Code, Chapter 1001, and/or a firm employed by City to provide professional Architectural or Engineering services, exercising overall responsibility for the design of a Project, or a significant portion thereof, performing certain contract administration responsibilities as set forth in the Contract and responsible for the construction of the Project pursuant to City's acceptance of the design. If the employment of Design-Builder is terminated, City may employ a new Design-Builder whose status under the Contract Documents shall be that of the former Design-Builder.
- 1.16. Design Criteria Consultant.** Also known as City's Consultant. City's independent consultant which/who may prepare/did prepare the Programming Documents and may provide peer review or other services on this Project.
- 1.17. Design Documents.** Documents and drawings which shall describe with specificity all City requested elements, details, components, materials and other information necessary for the complete construction of the Project and the rendering of the Project fully operational for its intended purposes
- 1.18. Design Services.** Any and all architectural/engineering design services required to be performed by Design-Builder, pursuant to the Contract, along with all labor, materials, supervision, equipment, computers, documents and all other things necessary for the performance of such services.
- 1.19. Director.** Director of City's Public Works Department (hereafter referred to as "Director" to include the designated Project Manager identified in the Notice to Proceed issued by City.

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- 1.20. Final Compensation/payment.** Final amounts paid by City to Design-Builder for completed Design Services and Construction Work under this Contract.
- 1.21. Final Completion.** Completion of all Design Services and all Construction Work required by, and in Strict Compliance with, the Contract, including Design-Builder's provision to City of all documents and things required to be provided by the Contract, as stated herein and as an addition to **Article 5** of City's General Conditions for Design/Build Contracts.
- 1.22. Fixed Price Proposal (FPP).** Design-Builder's proposed maximum price, which shall include the cost of construction and all other construction-related costs to be incurred by Design-Builder, including all related General Conditions costs and preconstruction services costs, unless otherwise established in the Guaranteed Maximum Price (as defined herein below) or a specific Work Package (as defined herein below), and shall be the maximum price paid by City for all work necessary to deliver the defined Work Package, as required by City, within the Baseline Construction Schedule and the Project Budget, and shall be subject to City's approval.
- 1.23. Guaranteed Maximum Price (GMP).** Guaranteed maximum price for which all Construction Work will be completed within the Baseline Construction Schedule and the Project Budget. The GMP shall be comprised of the cost for Construction Work, Design-Builder's Management Fee, any/all AFPPs, as defined in **Article 8** herein, General Conditions costs, Pass Through costs, , allowances and Design-Builder's contingency.
- 1.24. Management Fee.** Shall be composed of Design-Builder's combined overhead and profit at the agreed upon rate as shown in Design Builder's Fee Schedule, attached hereto, made a part hereof by reference and labeled as **EXHIBIT B: DESIGN- BUILDER'S FEE PROPOSAL.**
- 1.25. Party.** City or Design-Builder individually herein.
- 1.26. Parties.** City and Design-Builder collectively herein.
- 1.27. Pass Through Costs.** Those costs incurred by Design-Builder for insurance, bonds, and the building permit that City agrees shall be paid by City, upon invoice of Design-Builder to City, that shall have no mark-up or fee applied to, or included in, the submitted invoice.

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- 1.28. Programming Documents.** Documents provided by City to Design-Builder defining the Project’s general goals and requirements. Typically, Programming Documents shall provide information such as the Project’s estimated square footage of each usage type and other such elements that achieve the Project’s goals.
- 1.29. Project Documents.** All design documents, schedules, reports, surveys, specifications and systems and product descriptions, which are created by Design Builder and approved by City, used to prepare a Guaranteed Maximum Price or Fixed Price Proposal(s), as applicable.
- 1.30. Project.** Services to be provided by Design-Builder pursuant to this Design-Build Contract for the design and construction of the Design-Build services for Police Station at St. Mary’s , 23-01477 in San Antonio, Texas, as further set out in the Scope of Services attached hereto, incorporated by reference and labeled as **EXHIBIT H: DESIGN-BUILD SCOPE OF SERVICES AND HOURLY RATE WITH SCHEDULE OF VALUES**
- 1.31. SAMSA.** San Antonio Metropolitan Statistical Area or Relevant Marketplace, which collectively is comprised of Bexar County and the seven (7) surrounding counties of Atascosa, Bandera, Comal, Guadalupe, Kendall, Medina and Wilson.
- 1.32. Schedule of Values.** Values allocated to materials and various portions of the Work, prepared in such form and supported by such data to substantiate its accuracy as City may require.
- 1.33. Strict Compliance.** Work that is nearly equivocal to the contract requirements, varying only in very minor and immaterial respects.
- 1.34. Sub-Consultant.** Any person or entity performing Architectural/Engineering or other professional services on behalf of Design-Builder.
- 1.35. Subcontractor.** Person or entity contracting with the Design-Builder or representative to perform a portion of the Work at the site. The term “Subcontractor”

is referred to throughout the Contract Documents as if singular in number and means a Subcontractor, Sub-Consultant or an authorized representative of Subcontractor or Sub-Consultant. For purposes of the Contract, Subcontractors also shall include those furnishing specially fabricated equipment and materials for the Project.

- 1.36. Substantial Completion.** Stage in the progress of the Work when the Work – or a designated portion thereof, which City agrees to accept separately – sufficiently is complete, in accordance with the Contract Documents, so City may occupy or utilize the Work or a designated portion thereof for its intended use with no inconvenience to City.
- 1.37. Supplier.** Entity manufacturer, fabricator, Supplier, distributor, material man or vendor having a direct contract with Design-Builder, or with any Subcontractor, to furnish or provide materials or equipment to be incorporated in the construction phase for the performance of the Construction Work.
- 1.38. Work Packages.** Portion of the construction work within the Project addressed by a Fixed Price Proposal (“FPP”) or an Approved Fixed Price Proposal (“AFPP”).

END OF ARTICLE 1

ARTICLE 2. REGULATORY GUIDELINES, REQUIREMENTS, AND STANDARDS

- 2.1.** Design-Builder shall perform all Design Services described in, contemplated by, inferable from or necessary to achieve the objectives stated in the Programming Documents and the Contract, including all Design Services necessary for the Project to be properly constructed by Design-Builder and used, operated and maintained by City in accordance with all applicable laws, regulations, guidelines, requirements and standards. The Design Services shall be performed within the time provided by the Design Schedule for the performance of Design-Builder's Design Services, as provided in **Article 3** of this Contract. To the extent possible, design-builder shall meet City’s “Facility Design Guidelines and Standards (FDGS)”.
- 2.2.** Design-Builder shall be responsible for registering the Project with the Texas Department of Licensing and Regulation-Architectural Barriers, and obtaining all reviews, inspections and approvals of Construction Documents required for

compliance with all applicable state and federal handicapped and Americans with Disabilities Act (hereafter referred to as “ADA”) requirements. Design-Builder also shall be responsible for ensuring that all facilities constructed in accordance with the Construction Documents created under this Contract comply with all applicable state and federal handicapped and ADA requirements.

- 2.3.** Design-Builder guarantees that the Project will be executed and constructed in Strict Compliance with City-approved Construction Documents. Design-Builder further agrees to keep City informed about the progress and quality of the portion of the Work completed, and to endeavor to guard City against defects in the Work.
- 2.4. City's Review of Design Services.** Subject to **Article 10** herein, Design-Builder shall submit all documents produced as part of the Design Services to City for review and approval in accordance with the terms of the Contract. However, any review or approval by City shall not relieve Design-Builder of or otherwise diminish its obligations under the Contract. City may direct Design-Builder to make changes to any Construction Documents to conform the documents to City's objectives. Any changes by Design-Builder ordered by City shall not relieve Design-Builder of its obligations under this Contract unless, and only to the extent, Design-Builder notifies City in writing, within five (5) calendar days after receipt of City's directive to make changes, concerning any adverse impact on schedules, budgets, operational costs, operational performance, satisfaction of regulatory requirements or other adverse impact that may result from the directed changes. Failure of Design-Builder to submit its notice within a ten (10) day period constitutes a waiver by Design- Builder of any claim for an adjustment to the Design Schedule or the Contract Time.
- 2.5. Preparation of Site Information.** Design-Builder shall prepare and provide to City, as necessary, surveys, geotechnical surveys and topographic information including aerial photographs needed to establish line and grade of utilities, location of property lines and easements. Utility easements, both construction and permanent, shall be referenced to property lines by field surveys, and plans shall include the location of any improvement as it relates to property lines. City expressly does not warrant any information provided by it to Design-Builder, in connection with preparation of the above-mentioned information; Design-Builder, however, reasonably may rely on information provided by City to the extent the information has been prepared by City or an independent consultant hired by City to prepare the information specifically for this Project, without absolving Design-Builder from its responsibility to independently review information for deficiencies, flaws, errors, and omissions that a reasonable and prudent professional Architect and/or Engineer should or would detect and inquire about.
- 2.6. Retention of Geotechnical Consultants.** Design-Builder is responsible to perform any

and all necessary geotechnical work as it relates to the Project. In preparing the Construction Documents, City Design-Builder shall retain an experienced qualified geotechnical consultant to evaluate all geotechnical considerations relating to the design and construction of the Project. If City so chooses, City may retain a separate geotechnical consultant to review Design-Builder's evaluations. Design-Builder shall be responsible for designing the Project in accordance with the analysis and recommendations of the geotechnical consultant. City expressly does not warrant any geotechnical information provided by it, if any, to Design-Builder for use in connection with preparation of the Construction Documents.

- 2.7. Quality of Design Services.** Design-Builder shall be responsible for the professional quality, completeness, accuracy and coordination of Construction Documents. Design-Builder shall provide Design Services that shall result in an operationally cost-efficient and economical facility that meets all applicable environmental and regulatory requirements as of the date hereof and uses the most appropriate available technology. Design-Builder shall provide for all quality control reviews required by sound professional architectural/engineering design practices and by governmental authorities having jurisdiction over the Project.
- 2.8. Compliance with Laws and Regulatory Requirements.** In providing Design Services, Design-Builder shall comply with all applicable federal, state, and local laws, rules and regulations and the authorities having lawful jurisdiction over the Project. Design-Builder shall design the Project to meet all applicable requirements of building control laws and regulations in relation to the design, construction, occupation, and operation of the Project including, without limitation, City's Facility Design Guidelines and Standards, environmental standards, fire and safety regulations and requirements and compliance with all other applicable standards and codes. In preparation of the Construction Documents, Design-Builder shall retain an experienced and qualified environmental consultant to evaluate all environmental considerations relating to the design of the Project and construction of the Work only as it relates to Storm Water Prevention Pollution (SWPPP). If City so chooses, City may retain a separate environmental consultant to review Design-Builder's evaluations. City expressly does not warrant any environmental information provided by it, if any, to Design-Builder for use in connection with preparation of the Construction Documents. Design-Builder accepts and agrees it shall be responsible for designing the Project in accordance with and in compliance with all federal, state and local environmental laws and regulations.
- 2.9.** The Design-Builder warrants that Services provided by Design-Builder and all of its Sub-Consultants and Subcontractors under this Contract will be performed in a manner consistent with the degree of care and skill ordinarily exercised by members of the same profession or trade currently practicing under similar circumstances in Bexar County, Texas.

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- 2.10.** Duty to Correct Errors. Design-Builder shall, without additional compensation, immediately correct any errors, omissions or deficiencies in its Design Services and Construction Documents.
- 2.11.** Design-Builder acknowledges and agrees that the Architect/Engineer of Record shall be responsible for all material aspects of the practice of architecture/engineering and shall have direct supervision of the architectural/engineering work associated with the Project. The Architect of Record shall have responsibility for compliance with the requirements of the Texas Occupations Code Ann. Chapter 1051. The Engineer of Record shall have responsibility for compliance with the requirements of the Texas Occupations Code Ann., Chapter 1001. Design-Builder further acknowledges and agrees that the Architect/Engineer of Record shall be responsible for compliance with the engineering design requirements, shall have direct supervision of the engineering work associated with the Project, and compliance with the engineering requirements of the Texas Occupations Code Ann., Chapter 1001.
- 2.12.** Design-Builder shall be represented by a registered professional Architect and/or Engineer, licensed to practice in the State of Texas, at meetings of any official nature concerning the Project including, but not limited to, scope meetings, review meetings, pre-construction meetings and other meetings as required by City.
- 2.13.** Design-Builder acknowledges and agrees that the Architectural Representative shall be responsible for compliance with the architectural design requirements and shall have direct supervision of the architectural work associated with the Project. The Architect of Record shall have responsibility for compliance with the architectural requirements of the Texas Occupations Code Ann., Chapter 1051.
- 2.14.** Design-Builder certifies that each individual or business entity which is an Architect or Engineer chosen to be a member of the Design-Build team was selected only on the basis of demonstrated competence and qualifications.
- 2.15.** Acceptance of the final Construction Documents by City shall not constitute nor be deemed a release of the responsibility and liability of Design-Builder, its employees, associates, agents, Sub-Consultants or Subcontractors for the accuracy and competency of their designs, drawings, specifications or other documents and Services; nor shall such acceptance be deemed an assumption of responsibility or liability by City for any defect in the designs, working drawings, specifications or other documents and Work prepared by said Design-Builder, its employees, Sub-Consultants, Subcontractors and agents.

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- 2.16.** The Design-Builder warrants that it has not employed or retained any company or person other than a bona fide employee working solely for Design-Builder to solicit or secure this Contract and that it has not, for the purpose of soliciting or securing this Contract, paid or agreed to pay any company or person a commission, percentage, brokerage fee, gift or any other consideration contingent upon or resulting from the award or making of this Contract. For breach of this warranty, City shall have the right to terminate this Contract under the provisions of **Article 15** of General Conditions for City of San Antonio Design/Build Contracts.

END OF ARTICLE 2

ARTICLE 3. PRELIMINARY CONSULTATION AND PROJECT

- 3.1. Determining the Project Objectives.** Prior to the preparation of the Design Documents, as required by **Article 4** herein, Design-Builder first shall consult in detail with City and carefully shall analyze any information furnished by City concerning requirements of the Project including, but not limited to, any design, construction, scheduling, budgetary or operational requirements, limitations and objectives, as well as the Design scope specification(s). Should the goals of the Project subsequently change, either Design-Builder or City may request a review of the anticipated Services, with an appropriate adjustment in compensation.
- 3.2. Report On Project Requirements And Objectives.** Based on its study and analysis, by a mutually agreeable date after receipts of the final Program Document, Design-Builder shall prepare and submit to City a written report detailing Design-Builder's understanding and analysis of the Project requirements and identifying any design, construction, scheduling, budgetary, and operational or other problems which may result from said requirements. Design-Builder shall include proposed solutions, design alternatives if appropriate, addressing each of the identified problems. Design-Builder shall review report with City and shall implement such changes as City may require.
- 3.3. Schedule of Design Services.** Design-Builder shall, within ten (10) calendar days after award of the Contract and prior to City's issuance of a written Notice to Proceed, submit for City's approval the baseline Design Schedule, addressing each stage of design shown in **EXHIBIT I: DESIGN TASKS AND DELIVERABLES FOR VERTICAL PROJECTS** attached hereto and incorporated herein by reference, for the performance of Design-Builder's Design Services, which shall include allowance for fifteen (15) calendar days, unless noted otherwise, for City's review of submissions and for approvals of authorities having jurisdiction over the Project. This Schedule shall, upon approval by City, be considered incorporated and made a part of this Contract, attached hereto, incorporated herein by reference and labeled as **EXHIBIT**

F: DESIGN-BUILDER'S DESIGN SCHEDULE AND DESIGN FEE SCHEDULE.

- 3.4.** The Design Schedule, when approved by City, shall not, except for good cause, be exceeded by Design-Builder. Should Design-Builder at any time during the course of performing the Contract, have reason to believe that it will be unable to meet any completion date in accordance with the Design Schedule, it immediately shall notify City in writing, stating the reason for the delay, the party responsible for the delay (if any) and the steps being taken to remedy or minimize the impact of the delay. Failure of Design-Builder to submit such notification shall constitute a waiver by Design-Builder of any claim Design-Builder may have for an adjustment to the Contract Price, the Design Schedule or the Contract Time. All extensions of time shall be governed by **Article 10** of City's General Conditions for Design/Build Contracts. Subject to the provisions of **Article 10** of said General Conditions, City shall review and approve, where appropriate, the Design Schedule or any portion thereof.
- 3.5.** Based upon Design-Builder's recommendation that the Project schedule should be "fast tracked" for the Design Phase, City agrees promptly to review the proposed plan of action. The proposed schedule should include sufficient budget allowances in anticipation of currently unknown refinements of budgets that may become necessary and in order to control Project costs.
- 3.6.** The Design-Builder shall abide by and shall include in any contract or Design-Builder team member agreement with a professional Architect and/or Engineer the following provisions:
- 3.6.1.** The Architect and/or Engineer, whose work product and services are the subject of this Contract for professional services in connection with the Design-Build Contract for The Project with the City of San Antonio, Texas, agrees to indemnify and hold City, its elected officials, officers, agents and employees harmless against any and all claims by third parties, lawsuits, judgments, costs, liens, losses, expenses, fees (including reasonable attorney's fees and costs of defense), proceedings, actions, demands, causes of action, liability and suits of any kind and nature including, but not limited to, personal injury (including death), property damage or other harm for which recovery of damages is sought but only to the extent caused by Architect's/Engineer's negligent act, error or omission, or the negligent act or omission of any agent, officer, director, representative, employee, or Sub-Architect/Sub-Engineer of Architect/Engineer and its respective officers, agents, employees, directors and representatives while in the exercise of performance of the services, rights or duties in connection with The Project under this Contract. The indemnity provided for in this **Article 3.6** shall not apply to any liability resulting from the negligence of City, its officers, agents or employees, in instances where such negligence causes personal injury, death or property damage. In the event Architect/Engineer and City are found jointly liable by a court of competent jurisdiction, liability shall be apportioned comparatively in accordance

with the laws of the State of Texas without, however, waiving any governmental immunity available to City under Texas law and without waiving any defenses of the parties under Texas law; and

- 3.7. The professional Architect/Engineer shall add City as an additional insured in all insurance policies required for the Project, excluding professional liability coverage(s). In insurance, an act of God is defined as any accident or event not influenced by man. They are accidents caused by nature. Hurricanes, floods, hail, tsunamis, wildfires, earthquakes and tornados are all considered acts of God.

END OF ARTICLE 3

ARTICLE 4. CONSTRUCTION DOCUMENTS

- 4.1. **Time for Preparation.** Not later than the date called for in the Design Schedule attached hereto, made a part of this Contract by reference and labeled as **EXHIBIT F: DESIGN-BUILDER'S DESIGN SCHEDULE AND DESIGN FEE SCHEDULE**, after City has authorized Design-Builder to commence with the completion of the Design Documents, Design-Builder shall prepare Design Documents consisting of Drawings and Specifications and submit them to the City for approval at SD, DD and CD stages of design completion as defined in **EXHIBIT I: DESIGN TASKS AND DELIVERABLES FOR VERTICAL PROJECTS**. The Design Documents shall be based on the approved Programming Documents, any further adjustments to the facility program, the GMP or Fixed Price Proposal(s), as applicable, and shall be provided not later than the date called for in the design schedule.
- 4.2. **The Design Documents.** Design-Builder shall submit the Design Documents to City and obtain City's acceptance and approval of the Design Documents at the stages of completion levels stated in **Article 4.1** herein, to proceed with development of Construction Documents. Design-Builder shall submit two (3) full size and three (3) half size sets of the Design Documents and two (2) sets of any accompanying any reports to City. All models and other documents also shall be provided to City in electronic format to be determined by City.
- 4.3. **The Construction Documents.** The Construction Documents shall include all Design Documents and any other necessary documentation to complete all Construction Work for its intended use. The Construction Documents shall include satisfaction of all testing, commissioning, permitting, qualifications, certifications, validations and obtaining regulatory approvals by all applicable regulatory authorities required to render the Project and all its components operational and functionally and legally usable for their intended purpose. Subject to the provisions of **Article 10.1.7** herein, City shall review and approve, where appropriate, the Construction Documents, or any portion

thereof. If City has not submitted comments to Design-Builder within twenty (20) calendar days following receipt of the Construction Documents, Design-Builder shall verify City has no comments on the submitted Construction Documents.

- 4.4. Guaranteed Maximum Price/Fixed Price Proposal(s) Includes Construction Documents.
- 4.5. The Guaranteed Maximum Price or Fixed Price Proposal(s), as applicable and as set forth in **Article 8** herein, shall include the cost of constructing the Project in Strict Compliance with the requirements of the Construction Documents. It is anticipated, as of the execution date of this Agreement, City will require a GMP proposal from Design-Builder during the Construction Document phase at one hundred percent (100%) of design completion, but City reserves the right to request a GMP from Design-Builder at any time, but not prior to one hundred percent (100%) Design Development phase of design.
- 4.6. The Design-Builder shall submit the Permit Application, signed and sealed Construction Document Drawings, Specifications, Special Inspection letter and copies of the site survey, geotechnical report, Environmental Clean Letter, and any other documents required, to City of San Antonio Planning and Development Services Department for the building permit. Design-Builder shall respond to questions from the Planning and Development Services Department and shall be responsible for obtaining all required permits. Building permit fees shall be paid by City. Subcontractor and/or Sub-Consultant required trade permits are and remain the responsibility of Design-Builder. Any additional review fees required due to improper submittal will be the responsibility of Design-Builder.

END OF ARTICLE 4

ARTICLE 5. CONSTRUCTION SERVICES

- 5.1. Design-Builder shall perform all Construction Work necessary to construct the Project in accordance with this Contract and to render the Project and all its components operational and functionally and legally usable for their intended purpose, incorporating all of the Construction Tasks and Deliverables contained in **EXHIBIT J: CONSTRUCTION TASKS AND DELIVERABLES FOR VERTICAL PROJECTS**, attached hereto and incorporated herein by reference.

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- 5.2. Design-Builder shall ensure that the Architect and/or Engineer of Record, or Design-Builder's architecture/engineering representative, shall make periodic visits (at minimum every seven (7) calendar days throughout the duration of construction) to the Project site to ensure that all facilities are being and have been constructed in Strict Compliance with the Construction Documents and endeavor to guard City against defects in the work. Within five (5) calendar days of each periodic visit, Design-Builder shall forward City the report generated from that visit electronically, in a format to be determined by City.

END OF ARTICLE 5

ARTICLE 6. TIME FOR CONSTRUCTION: THE CONTRACT TIME

- 6.1. **Baseline Construction Schedule.** Design-Builder shall submit Design-Builder's Baseline Construction Schedule for the Construction Work no later than ten (10) calendar days prior to City's issuance of the initial Notice to Proceed for construction. The Baseline Construction Schedule must be approved by City. Design-Builder accepts and agrees the Substantial Completion date of the Project shall be **June 2023** and Design-Builder accepts and agrees the Final Completion date of the Project shall be **July 2023**. The Baseline Construction Schedule shall, upon approval by City, be considered incorporated by reference and made a part of this Contract, attached hereto and labeled as **EXHIBIT G: DESIGN-BUILDER'S BASELINE CONSTRUCTION SCHEDULE**. Any changes to the Baseline Construction Schedule, the Substantial Completion Date and/or the Final Completion date only may be made in writing with the written approval of the City and Design-Builder.
- 6.2. **Notice to Proceed.** After City has approved the Construction Documents, City shall issue a Notice to Proceed for the Construction Work, directing Design-Builder to proceed with the Work on the specified date indicated in the Notice to Proceed (hereafter referred to as the "Commencement Date").
- 6.3. **Time for Completion.** Design-Builder shall commence Work on the Commencement Date and the Work shall be carried out regularly and without interruption. Design-Builder shall substantially complete the Construction Work, per the schedule provided for this Project, which the schedule shall become part of **EXHIBIT G: DESIGN-BUILDER'S BASELINE CONSTRUCTION SCHEDULE** hereto, or such other date as later may be designated by Change Order (hereafter referred to as the "Scheduled Substantial Completion Date"). The number of calendar days between the effective date of the Contract and the Scheduled Substantial Completion Date is defined as the "Contract Time." Design-Builder shall achieve Final Completion of the Construction Work no later than **NINETY (90)** calendar days after achieving

Substantial Completion.

- 6.4. Substantial Completion.** Prior to Design-Builder reaching the established Substantial Completion date, City and Design-Builder shall negotiate the terms and conditions of City taking partial occupancy of the defined core scope items if City so elects to take partial occupancy. Such partial occupancy or use may commence upon City and Design-Builder accepting in writing the responsibilities assigned to each for security, maintenance, damage to the Work and insurance. City and Design-Builder shall agree in writing the period for correction of the Substantial Completion Work and the commencement of warranties, if any. When Design-Builder considers this Substantial Completion portion of the Work to be complete, Design-Builder shall prepare and submit a list of items to be completed or corrected of the core scope items making up the Substantial Completion and submit such list to City. Upon receipt of Design-Builder's list of items, City then shall determine if Design-Builder has met the requirements of the Substantial Completion.
- 6.5.** Consent of Design-Builder to any partial occupancy or use shall not be unreasonably withheld. The state of the progress of the Work shall be determined by written agreement between City and Design-Builder.
- 6.6.** Immediately prior to such partial occupancy or use by City, City and Design-Builder shall inspect the area in order to determine and record the condition of the Work.
- 6.7.** Unless expressly agreed upon in writing, City's partial occupancy or City's use of a portion of or portions of the Work shall not constitute City's acceptance of Work not complying with the requirements of the Contract Documents.
- 6.8.** Upon Design-Builder meeting the Substantial Completion date and City taking partial occupancy or use of the area of the Project, City may assume responsibility for maintenance, security and insuring that portion of the Work put into use and accepted by City through notification of such responsibility in writing to Design-Builder.
- 6.9.** Partial occupancy or use by City does not constitute Substantial Completion and said partial occupancy or use by City starts only those warranty period(s) accepted in writing by City.
- 6.10. Liquidated Damages for Delay in Substantial Completion.** Design-Builder acknowledges and agrees that City would be damaged by a delay in substantial completion and that such damages are uncertain and difficult to ascertain. If Design-Builder fails to achieve Substantial Completion by the Substantial Completion Date,

the Parties further agree that the maximum stipulated amount of **\$1500.00** per each calendar day of unexcused delay in achieving Substantial Completion beyond the Scheduled Completion Date is a reasonable stipulated amount. Any sums due and payable hereunder by Design- Builder shall be payable, not as a penalty, but as Liquidated Damages representing an estimate of delay damages, estimated at the time of executing this Contract. Such Liquidated Damages shall be City's sole and exclusive remedy for delays by Design- Builder in performing the Work but shall be in addition to and not in preclusion of the recovery of actual damages resulting from other defects in Design-Builder's performance hereunder for matters other than delays in performing the Work, including achieving Substantial Completion. When City reasonably believes that Substantial Completion will be inexcusably delayed, City shall be entitled but not required to withhold from any amounts otherwise due to Design-Builder an amount then believed by City to be adequate to recover Liquidated Damages applicable to such delays. If and when Design-Builder overcomes the delay in achieving Substantial Completion, or any part thereof, for which City has withheld payment, City shall promptly release to Design-Builder those funds withheld, but no longer applicable as Liquidated Damages. In the event Design-Builder fails to meet the established or revised date for Substantial Completion for the Project, beginning on the next pay application submitted to City, Design-Builder shall include a specific line item on each subsequently submitted pay application, following the date established for Substantial Completion, deduction the Liquidated Damages accrued each month from the amount due Design-Builder for Work performed until Design-Builder is granted Substantial Completion on the Project.

- 6.11. Liquidated Damages for Delay in Final Completion.** Design-Builder acknowledges and agrees that City would be damaged by a delay in final completion and that such damages are uncertain and difficult to ascertain. If Design-Builder fails to achieve Final Completion of the entire Work within **ninety (90)** calendar days after the last date of Substantial Completion, the Parties further agree that the stipulated amount of **\$1000.00** per day for each and every calendar day of unexcused delay in achieving Final Completion beyond the date set forth herein for Final Completion of the Work is a reasonable stipulated amount. Any sums due and payable hereunder by Design-Builder shall be payable, not as a penalty, but as Liquidated Damages representing an estimate of delay damages, estimated at the time of executing this Contract. Such Liquidated Damages shall be City's sole and exclusive remedy for delays by Design-Builder in performing the Work but shall be in addition to and not in preclusion of the recovery of actual damages resulting from other defects in Design- Builder's performance hereunder for matters other than delays in Final Completion. When City reasonably believes that Final Completion will be inexcusably delayed, City shall be entitled, but not required, to withhold from any amounts otherwise due to Design-Builder an amount then believed by City to be adequate to recover Liquidated Damages applicable to such delays. In the event Design-Builder fails to meet the established or revised date for Final Completion for the Project, beginning on the next pay application submitted to City, Design-Builder shall include a specific line item on each subsequently submitted pay application, following the date established for Final Completion, deduction the Liquidated Damages accrued each month from the amount due Design-Builder for Work performed until

Design-Builder is granted Substantial Completion on the Project. If and when Design-Builder overcomes the delay in achieving Final Completion, or any part thereof, for which City has withheld payment, City shall promptly release to Design-Builder those funds withheld, but no longer applicable as Liquidated Damages.

6.12. Liquidated Damages Cap. Notwithstanding anything in the Contract Documents to the contrary, Design-Builder's total aggregate liability for Liquidated Damages shall in no event exceed an amount equal to **Four Hundred and Fifty Thousand Dollars (\$450,000.00)**

6.13. Time is of the Essence. All limitations of time set forth in this Contract for Substantial Completion and Final Completion and the submission of Time Impact Analyses and Claims, as such dates may be adjusted in accordance with the terms of the Contract Documents, are material and time is of the essence for such dates.

END OF ARTICLE 6

ARTICLE 7. ADDITIONAL DUTIES AND RESPONSIBILITIES OF DESIGN-BUILDER

7.1. Design-Builder to Perform All Work Required by the Contract. The intent of this Contract is to require complete, correct and timely execution of the Design Services and the Construction Work. Any and all Design Services that are required, reasonably implied or reasonably inferred by the Contract or any part of it, as necessary to produce the intended result, shall be provided by Design-Builder for the Design Services Fee as provided in **Article 9** herein. In addition, any and all Construction Work that may be required reasonably implied or reasonably inferred by the Contract or any part of it, as necessary to produce the intended result shall be provided by Design-Builder for the Guaranteed Maximum Price or Fixed Price Proposal(s), as applicable, as provided in **Article 8** herein.

7.2. Strict Compliance with the Contract Documents. All Construction Work performed by Design-Builder shall be in Strict Compliance with this Contract. "Substantial Compliance" is not strict compliance. Any Construction Work not in strict compliance with the Contract is defective.

7.3. Design-Builder's Baseline Construction Schedule. Pursuant to **Article 2.5** of City's General Conditions for Design/Build Contracts, Design-Builder, **within ten (10) days** prior to City's issuance of the initial Notice to Proceed for construction, shall submit to City its Baseline Construction Schedule, Preliminary Schedule of Shop Drawing and

Sample Submittals and its Preliminary/Baseline Schedule of Values for all of the Work, which shall constitute Design-Builder's schedule for completing the Construction Work by the Scheduled Completion Date. The Baseline Construction Schedule shall reflect the performance of all Construction Work on weekdays and

non-holidays. The Baseline Construction Schedule shall be a detailed critical path management ("CPM") schedule in a form acceptable to City. Per **Article 5** of City's General Conditions for Design/Build Contracts herein, the Construction Progress Schedule and successive updates shall be revised at minimum monthly and shall be revised to reflect conditions encountered from time to time and shall be related to the entire Project. Each such Construction Progress Schedule revision shall be furnished to City. Strict Compliance with the requirements of this Paragraph shall be a condition precedent for payment to Design-Builder, and failure to Strictly Comply with said requirements shall constitute a material breach of the Contract. City, without Design-Builder's concurrence and at City's option, may withhold any payment to Design-Builder for any fees due and owing Design-Builder until Design-Builder submits its monthly Construction Progress Schedule. No claim for an increase in the GMP or Fixed Price Proposal, as applicable, shall be allowed as a result of Design-Builder basing the GMP/Fixed Price Proposal upon an early completion schedule or as a result of delays and costs attributable to completion later than the planned early completion date.

- 7.4. Review and Approval of Submittals.** Design-Builder shall review, study, approve or take other necessary action upon all Shop Drawings, Product Data, Samples and other Submittals, to ensure that the Project will be constructed in a timely fashion in Strict Compliance with the Contract. No deviation from, substitution for or other modification from the Contract Documents shall be allowed by Design-Builder in a shop drawing or submittal without written approval, from City. Design-Builder shall engage in prompt and adequate review of Shop Drawing and other Submittals to maintain the Baseline Construction Schedule. Design-Builder shall use its best independent professional judgment in its review to determine compliance with the Contract Documents.
- 7.5. City's Option to Review Submittals.** City shall, in its discretion, have the right to review and approve Submittals and if City so elects, Design-Builder shall not perform any portion of the Construction Work of which City has required submittal and review until such Submittal has been submitted to and approved by City. Prior to Construction Notice to Proceed, Design-Builder will provide a recommended list of Submittals that the City should approve. Approval by the City, however, shall not be evidence that Construction Work installed pursuant to the City's approval conforms to the requirements of the Contract nor shall such approvals relieve Design-Builder of any of its responsibilities or warranties under the Contract. Design-Builder shall maintain a Submittal log which shall include, at a minimum, the date of each Submittal, the date of any re-submittal, the date of any approval or rejection and the reason for any approval or rejection. Design-Builder shall have the duty carefully to review, inspect and examine

any and all Submittals before submission of same to City. Shop Drawings and other Submittals from Design-Builder do not constitute a part of this Contract.

- 7.6. Procurement of Operations and Maintenance Documentation.** Design-Builder shall prepare or procure and shall transmit to City all documentation required by this Contract regarding the operation and recommended maintenance programs relating to the various elements of the Construction Work.
- 7.7. As-Built Drawings.** Design-Builder shall use 3D Modeling Software, in the latest revision and version designated by and acceptable to City, to prepare and provide to City the final as-built deliverable, which shall be complete and, except as specifically noted, shall reflect performance of the Construction Work in Strict Compliance with the requirements of this Contract. The model shall follow, at minimum, the AIA E202 Protocol. The Level of Development (hereafter referred to as “LOD”) shall utilize Model Elements at progressive detailed levels of completeness, as mutually agreed to between Design-Builder and City, by executing the Model Element Table to establish the LOD for the Project. Design-Builder electronically shall attach all close-out documents to the model for delivery to City on a flash drive.
- 7.8. Compliance with Labor Laws.** Per this **Article 7.8** and **Article 5.4** of the City’s General Conditions for Design/Build Contracts, Design-Builder shall assume all labor responsibility for all personnel assigned to or contracted with for the performance of the Construction Work and agrees to Strictly Comply with all its obligations as employer, with respect to said personnel under all applicable labor laws.
- 7.9. Testing, Inspections, and Approvals.** City shall be responsible for procuring the services of special inspections and material testing, as required by IBC 2009 Chapter 17, including, but not limited, to construction materials testing. Excepting the inspections, testing and approvals required per IBC 2009 Chapter 17, if the laws, ordinances, rules, regulations or orders of any public authority having jurisdiction require any Construction Work specifically to be inspected or approved to complete the Construction Work, Design-Builder shall assume full responsibility therefore, pay all costs in connection therewith and furnish to City the required certificates of inspection or approval. These inspections shall be exclusive of and not relieve Design-Builder of the responsibility to provide independent Quality Control processes and procedures, to ensure the required quality standards are met.
- 7.10. City's Regulations and Applicable Laws.** Design-Builder shall, during the course of the Construction Work, comply with any regulations or guidelines contained in the Contract or as mutually agreed upon in writing by the Parties. Design-Builder warrants that it will comply with all public laws, ordinances, rules and regulations applicable to the services to be performed under the Contract including, without limitation, those relating to the terms and conditions of the employment of any person by Design- Builder

in connection with the Construction Work to be performed under the Contract.

- 7.11. Compliance with Construction Regulations.** Design-Builder shall perform the Construction Work in accordance with all construction codes, laws, ordinances or regulations applicable to the design and execution of the Construction Work. Design-Builder shall be notified by City of any fine or penalty known to City which may be imposed as consequence of any violation of this provision, any fine or penalty shall be paid by Design-Builder and design-builder fully shall indemnify and hold City Harmless from all loss, damage and expense, including reasonable attorney's fees, resulting from and such violation or alleged violation of codes, laws, ordinances, or regulations.
- 7.12. Conditions to Site Access.** While on City's property, all Design-Builder's employees, Sub-Consultants and Subcontractors shall confine themselves to areas designated by City and will be subject to City's badge and pass requirements, if any, in effect at the site of the Construction Work.
- 7.13. Repair of Collateral Damage.** Unless otherwise instructed by City, Design-Builder shall repair and return to original condition all buildings, streets, curbs, sidewalks, utilities or other facilities and pre-existing site features affected by Design-Builder's performance of the Construction Work.

END OF ARTICLE 7

ARTICLE 8. CONTRACT PRICE

- 8.1. Contract Price.** The Contract Price is the Not-to-Exceed amount of **TEN MILLION FIVE HUNDRED FIFTY THOUSAND AND NO/100 DOLLARS (10,550,000.00)** shall consist of the Design Services Fee, Pre-Construction Services Fee, and the Guaranteed Maximum Price (GMP), and Owner's Contingency which shall be adjusted once the GMP is established, as set out herein. The quantities of the various elements of the Construction Work to be done and material to be furnished are determined by Design-Builder. It is expressly understood and agreed by City and Design-Builder that the Contract Price, including authorized adjustments, is the total amount payable by City to Design-Builder and shall cover the cost for all design and all Construction Work required to complete the Project in accordance with the Contract Documents, regardless of what the final measurement of quantities is determined to be. Should the final Cost of the design, the Construction Work, and Design-Builder's compensation total less than the Contract Price, or any approved revision thereof, the difference shall inure to the benefit of City and no claim for all or any portion of said difference shall be valid against or payable by City. City's limitation of obligation or liability set out in this **Article 8.1**

shall be incontrovertible and unequivocal; any term or provision of this Contract, the Exhibits, attachments or provisions incorporated by reference in or to this Contract or of any Subcontract executed in furtherance of the anticipated design or Construction Work under the Contract shall not be construed or deemed to alter or waive this absolute condition.

8.2. Preconstruction Services. The Preconstruction Services phase of this Project shall be completed as described in **EXHIBIT B: DESIGN-BUILDER'S FEE PROPOSAL** The cost/price to City for Design-Builder's Preconstruction Services shall include all labor and material costs related to the Design Phase services not already addressed under Design-Builder's Design Fee including, but not limited to:

8.2.1. Compliance with all contractual requirements during the design phase;

8.2.2. Coordination of all Sub-Consultants and Subcontractors;

8.2.3. Attendance at all Project meetings;

8.2.4. Project management, assessment and engineering/architecture;

8.2.5. Project scheduling;

8.2.6. Constructability and bid-ability reviews of the design documents;

8.2.7. Feasibility and practicability of any proposed means and methods;

8.2.8. Assessment of the availability of labor, materials and equipment;

8.2.9. Building system analysis (to include alternate systems design);

8.2.10. Identification of equipment or material requiring extended delivery time; and

8.2.11. Review and recommendation for cost-sensitive aspects of the design and other facts that may impact the Project's cost estimate.

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- 8.2.12.** Preconstruction Services also may include the creation of the GMP, creation of Fixed Price Proposal(s), the advertisement and distribution of Plan sets and bid packages, the bidding of construction work and all outreach and diversity efforts. Design-Builder's Preconstruction Services costs and all associated costs shall clearly be defined and negotiated with City as a stand-alone Project cost, included and listed in the Project's Contract Price.
- 8.3. Guaranteed Maximum Price (GMP).** The GMP is intended to address all items for the performance of all Construction Work required by the Contract, and the performance of all other requirements of this Contract, to include , General Conditions costs, Pass Through costs, assumptions, Design-Builder's contingencies, schedules and other matters necessary and relevant for proper execution and completion of the Work for the GMP. Design-Builder shall provide a fully functional and operational facility as intended in the GMP.
- 8.4.** The GMP shall incorporate all of the terms and conditions of this Contract and all other documents that comprise the Contract between the City and Design-Builder. Any exceptions to or modifications of such terms and conditions proposed by Design-Builder in the GMP shall not be effective unless they are expressly stated and conspicuously identified in the GMP and specifically are accepted and approved by City. Upon approval by City, the GMP shall become a part of Contract.
- 8.5.** Approved Fixed Price Proposals (AFPP) and the Contract Documents are intended to address all items necessary for the performance of all construction work required by a specific Work Package issued, pursuant to this Contract, and the performance of all other requirements of this Contract related to that Work Package, including all assumptions, costs, contingencies, schedules and other matters necessary and relevant for the proper execution and completion of the Work Packages for the AFPP.
- AFPP(s) approved prior to the establishment of the GMP shall include all costs related to the Work Package(s) except those already accounted for in the Preconstruction Services. All AFPPs shall be included as part of the GMP.
- 8.6.** The GMP shall consist of Design-Builder's AFFPs (if any) and the Cost of the Construction Work, as defined **EXHIBIT L: GMP SUMMARY AND GMP PROPOSAL** of the Contract, Design-Builder's Management Fee, General Conditions cost, Pass Through costs, allowances, and Design-Builder's contingency. City agrees to perform its responsibilities so as to assist Design-Builder to facilitate the completion of the Construction Work. The GMP, unless changed by amendment or Change Order, represents the absolute limit of obligation or liability that City may ever have, insofar as the cost for full and final completion of the Construction Work and the total of all payments to Design-Builder or its Subcontractors for the Construction Work. Should additional amounts be required to be expended over and above the GMP, to achieve
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completion of the Construction Work, including but not limited to, any additional design services required for the completion of the Construction Work, in accordance with this Contract, liability for and payment of such additional amounts shall solely be the responsibility of Design-Builder and its Contract Surety herein, and City never shall be liable for same. Should the final Cost of the Construction Work and Design-Builder's compensation total less than the GMP, or any approved revision thereof, the difference shall inure to the benefit of City and no claim for all or any portion of said difference shall be valid against or payable by City. City's limitation of obligation or liability set out in this **Article 8.6** shall be incontrovertible and unequivocal; any term or provision of this Contract, the Exhibits, attachments or provisions incorporated by reference in or to this Contract or of any Subcontract executed in furtherance of the anticipated Construction Work under the Contract shall not be construed or deemed to alter or waive this absolute condition. Likewise, Design-Builder's absolute responsibility for the completion of the Project in accordance with the Contract Documents, including the Plans and Specifications and within the agreed cost constraints, as well as Design-Builder's Contract to bear all costs in excess of the GMP without recourse to City, if such excess costs are necessary for the completion of the Construction Work, shall be incontrovertible, undisputable and shall take precedence over all other terms and provisions of this Contract and the Exhibits hereto, no part of which shall be deemed to alter, diminish or waive such obligations.

- 8.7.** Should the final cost of Construction Work, Design-Builder's Management Fee, General Conditions, insurance, and all associated fees total less than the GMP or any revisions thereof, the difference in cost (savings) shall inure to the benefit of City and no claim for any portion or all of said difference shall be valid against or payable by City.
- 8.8. Management of Construction Work.** In addition to the Construction Work Design-Builder shall perform, it also will provide all the usual and necessary traditional construction management services incidental to construction projects of the nature and scope of this Project, for which the Management Fee described in **Article 9.7** herein is paid. The services required are not intended in any manner to diminish the overall responsibility of Design-Builder for the full and final completion of the Construction Work within the time and cost constraints specified in this Contract. Note: Main/Home Office/Corporate overhead shall not be approved as a cost of work and shall be accounted for by Design-Builder under its Management Fee, as described in **Article 9.7** herein.
- 8.9. Cost of Construction Work.** City agrees to pay Design-Builder for the Cost of the Construction Work, as defined herein, inclusive of Design-Builder's General Conditions costs, subject to submission by Design-Builder of all backup substantiation as may be reasonably required by City, to include, but not limited to, invoices for labor and materials and any other receipts City may request. Such payment shall be in addition to Design-Builder's Management Fee specified above. However, in no event

shall the sum of payments for the Cost of the Construction Work, AAFP(s), Design-Builder's Management Fee, Design-Builder's General Conditions costs, bonds, insurance and any other compensation paid by City to Design-Builder exceed the GMP, as adjusted by Change Order(s).

- 8.10. Cost Overruns.** Design-Builder shall be solely responsible and liable for and shall pay any costs, fees expenses, overhead and general condition costs in excess of the GMP, as adjusted in accordance with this Contract, without reimbursement from City.
- 8.11. Inferable Work.** Design-Builder agrees that the scope of the Guaranteed Maximum Price includes Work not expressly indicated on the Contract Documents, but which is reasonably inferable from the Contract Documents, or consistent therewith, and such Work shall be performed by Design-Builder without any increase in the Guaranteed Maximum Price. The intent is that the Contract Documents shall include all additional items reasonably inferable from the Contract Documents as being necessary to conform with this Contract and applicable laws. Design-Builder acknowledges that it bears responsibility for consequences resulting from its design and construction processes and acknowledges its responsibility to manage and coordinate all of the design and construction processes for the Project so that the requirements of the Contract are achieved.
- 8.12.** In addition, Design-Builder shall be responsible for enforcing warranties and for obtaining correction and/or replacement of all defective Construction Work not constructed or installed in accordance with the Contract Documents. All such corrective or remedial Construction Work required by the Contract Documents shall be performed by responsible Subcontractors under the terms of their Subcontracts, without additional cost to the City. Costs incurred by Design-Builder to correct or remedy Construction Work performed by Design-Builder's own forces, or where the responsible Subcontractor fails to perform, shall NOT be a Cost of the Construction Work and shall be Design-Builder's sole responsibility, at no additional cost to City; provided, however, Design-Builder shall be entitled to the proceeds of any Subcontractor maintenance bond, where such Subcontractor has defaulted in this regard.
- 8.13.** The following items are considered to be part of the Cost of the Construction Work:
- 8.13.1.** Wages paid for labor in the direct employment of Design-Builder in the performance of the Work under any applicable collective bargaining agreement, or under a salary or wage schedule agreed upon by City and Design-Builder, and including reasonable and customary benefits, if any, as may be payable with respect thereto. Such costs shall be at rates not higher than the standard rate of pay

in the locality of the Construction Work except with prior consent of the City and shall include the items set forth below in this **Article 8**. The reasonable cost of drug testing for all of Design-Builder's employees utilized on or hired for the Project, whether management or labor, shall also be a Cost of the Construction Work.

- 8.13.2.** Salaries of Design-Builder's personnel at or below the level of Project Design-Builder, when engaged on the Construction Work and stationed at the field office, in whatever capacity employed. Personnel engaged, at shops or on the road in expediting the production or transportation of materials or equipment, or at Design-Builder's home office or other offices shall be considered as stationed at the field office and their salaries paid only for that limited portion of their time spent on this Construction Work and as negotiated and included in the Design-Builder's General Conditions.
- 8.13.3.** Cost of reasonable and customary pension contributions, hospitalization insurance, medical insurance, assessments or taxes for such items as unemployment compensation and social security, insofar as such cost is reasonably based on wages, salaries, or other remuneration paid to employees of Design-Builder and included in the Cost of the Construction Work under **Article 5** of the General Conditions for City of San Antonio Design/Build Contracts.
- 8.13.4.** Only with City's prior written approval, the proportion of reasonable travel and hotel expenses incurred outside of the City of San Antonio metropolitan area by Design-Builder's officers or employees in discharge of duties directly connected with the Construction Work.
- 8.13.5.** Cost of all materials, supplies and equipment incorporated in the Construction Work, including costs of transportation thereof.
- 8.13.6.** Payments made by Design-Builder to Sub-Consultants and Subcontractors for Construction Work performed pursuant to a Subcontract entered into in the performance of this Contract.
- 8.13.7.** Cost, including transportation and maintenance, of all materials, supplies, equipment, temporary facilities and hand tools not owned by the workmen, which are employed or consumed in the performance of the Construction Work, and cost less salvage value of such items used but not consumed which remain the property of Design-Builder.

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- 8.13.8.** In connection with the Construction Work and Management Fee and only with City's prior written approval, rental charges of all necessary machinery and equipment, exclusive of hand tools, used at the site of the Construction Work, whether rented from Design-Builder or others, including installation, repairs and replacements, dismantling, removal, costs of lubrication, transportation and delivery costs thereof, at rental charges consistent with those shown in the then current Associated Equipment Distributors (AED) Manual. Provided further that, with respect to equipment and machinery rented from Design-Builder, the rental rate shall not exceed 100% of the current AED Manual rental charges, and shall in no event cumulatively exceed the value of such equipment or machinery at the commencement of the rental period. Should rental charges reach such value, for the equipment and machinery rented from Design-Builder, the equipment and machinery thereafter shall belong to City, to be disposed of in accordance with this **Article 8** herein. Design-Builder shall furnish City with a list, to be updated monthly, of all equipment furnished for the Project for which City reimburses Design-Builder as a part of the Cost of the Construction Work. Equipment and machinery rented, which becomes property of City pursuant to this **Article 8.13.8**, shall be delivered to City upon final completion and acceptance by City of all Construction Work under the Project.
- 8.13.9.** Minor expenses, such as long-distance telephone calls, telephone service at the site, expressage, courier services and similar petty cash items in connection with and for the benefit of the Construction Work.
- 8.13.10.** Cost of removal of debris. Removal of debris left by other contractors hired by the City is not a part of this Contract.
- 8.13.11.** Cost incurred due to an emergency affecting the safety of persons and property.
- 8.13.12.** Other costs incurred in the performance of the Construction Work, if and to the extent approved in advance in writing by City.
- 8.13.13.** The reasonable and actual direct cost of data processing services, as required for the Project. Such costs shall be specifically documented as having been done for the Project.
- 8.13.14.** Legal costs growing out of prosecution of the Construction Work for City only will be reimbursable if such legal costs were incurred for the direct benefit of City and with prior written approval of City. In no event shall City reimburse any legal costs incurred by Design-Builder resulting from or associated with any action against City to include Claims filed in accordance with the procedures outlined in the Contract Documents.
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- 8.13.15.** Cost or rental of temporary portable buildings and toilets as required; cost of utilities, ice, water, containers, cups, fire extinguishers, first-aid supplies, safety equipment, off-site storage space or facilities, progress photographs or digital records.
- 8.13.16.** All reasonable costs and expenditures necessary for the operation of the field office, such as stationery, supplies, printing, furniture, fixtures, office equipment, etc.
- 8.13.17.** Costs incurred by Design-Builder in preparing and maintaining progress schedules, budgets and reports required hereby.
- 8.13.18.** The reasonable, actual direct cost of computer services, including jobsite and main office terminal, for purposes of field payroll preparation and control. Such costs specifically shall be documented as having been done for the Project.
- 8.13.19.** Salaries of Design-Builder's personnel, not included in the cost of General Conditions, earned after the date of approval and funding of the GMP, whether stationed at the field office or at the main office of Design-Builder, for that portion of their time spent on this Construction Work.
- 8.13.20.** Where not otherwise included in the Cost of the Construction Work, the cost of central accounting services in connection with the Construction Work, such as payment of invoices, maintaining material cost records, computer services, preparation of W-2 Reports, payroll tax reporting and preparation of other reports.
- 8.14.** The following, while considered as a Cost of Work, only shall be paid by City to Design-Builder at the actual costs incurred, as a direct pass through cost, without any Design-Builder fee or markup applied and only upon the prior written approval of City:
- 8.14.1.** Cost of the premiums for all Design-Builder's bonds and insurance coverage required by this Contract, or deemed necessary by Design-Builder, in the normal pursuit of the Construction Work. Premiums for company-wide coverage will be pro-rated on the basis of value of Construction Work on this Project completed during the premium period. The cost of (or payment of) all deductible amounts, not otherwise recoverable from third parties or not the result of a claim based upon Design-Builder's negligence, under any insurance furnished by City, or under insurance policies required by this Contract or deemed necessary by

Design-Builder in the normal pursuit of the Construction Work. City retains the option of paying Design-Builder the cost for Design-Builder's bonds and insurance in either a lump sum payment at the beginning of the Project, on a monthly basis, on an "as-billed" basis or as City so determines.

- 8.14.2.** Taxes, if any, related to the Work. However, as City qualifies for exemption under Section 151.309 of the Texas Limited Sales, Excise and Use Tax Act, Design-Builder shall alert all Sub-Consultants and Subcontractors to prevent erroneous payment of taxes covered by City's exemption. City will provide exemption certificates to confirm this exemption upon request.
- 8.14.3.** Project required Permit fees, Project-specific licenses, tests, royalties and deposits lost for causes other than Design-Builder's negligence.
- 8.14.4.** Costs associated with related business meetings approved with prior written approval by City.
- 8.14.5.** Costs Not Included as Part of the Construction Work and Services.
- 8.15.** The following items of cost and expense are not included as part of the Cost of the Construction Work to be paid by City to Design-Builder:

 - 8.15.1.** Except as specifically provided above, salaries, wages, and other compensation of Design-Builder personnel stationed at Design-Builder's principal office or offices.
 - 8.15.2.** Design-Builder's home office overhead including, but not limited to, any and all expenses associated with Design-Builder's principal office and offices other than at the Project site.
 - 8.15.3.** Design-Builder's capital costs and expenses, including interest on capital utilized in the performance of this Contract.
 - 8.15.4.** Rental cost for machinery or equipment, except as expressly provided herein.
 - 8.15.5.** Cost and expense incurred by Design-Builder, its Subcontractors, Sub-Consultants, Suppliers or anyone directly or indirectly employed by any of the entities when such costs or expenses are the result of their negligence or failure

to perform any required contractual duty.

- 8.16. Reimbursable Expenses.** Only when authorized by City in writing, prior to being incurred, Design-Builder shall be entitled to reimbursement at actual incurred cost (no markup) for services and related expenses for the following items:
- 8.16.1.** Travel outside SAMSA. Reimbursement for travel costs shall be limited to costs directly associated with Design-Builder's performance under the Contract. Travel costs are limited to the per diem rates set annually by the Federal Government's General Services Administration. Design-Builder shall provide detailed receipts for all reimbursable charges. City does not pay for Design-Builder's travel within SAMSA.
- 8.16.2.** Mailing, courier services and copies of documents requested by City in writing in excess of the copies to be provided under **EXHIBIT H: DESIGN-BUILD SCOPE OF SERVICES AND HOURLY RATE WITH SCHEDULE OF VALUES** of this Contract. These costs, if any, shall not exceed the amount noted in **Exhibit H** herein, without further approval of City. Design-Builder shall bear these costs unless agreed to, in writing, by City.
- 8.16.3.** Graphics, physical models, and presentation boards requested by City in writing in excess of the copies to be provided under **EXHIBIT H: DESIGN-BUILD SCOPE OF SERVICES AND HOURLY RATE WITH SCHEDULE OF VALUES** of this Contract. These costs shall not exceed the amount noted in **Exhibit H** herein without further approval of City. Design-Builder shall bear these costs unless agreed to, in writing, by City.
- 8.16.4.** City does not allow a markup on any of the above cited reimbursable items in this **Article 8.16.** and only will reimburse approved hard costs incurred.
- 8.17.** Any and all cash discounts, rebates, or refunds relating to payments made by Design-Builder shall accrue to City and shall be credited or paid to City at its election.
- 8.18.** City may, at its option, offset any amounts due and payable under this Contract against any debt (including taxes) lawfully due to City from Design-Builder, regardless of whether the amount due arises pursuant to the terms of this Contract or otherwise and regardless of whether or not the debt due to City has been reduced to judgment by a court.
- 8.19.** Contract Savings, Allowances, Rebates and Refunds. If the allowable, final, verified,

audited amount for the cost of Design-Builder's General Conditions, Cost of Work, Allowance items and any extended contingency is less than the amount established for each of those itemized categories in the approved GMP, the entire difference shall be credited to the City as savings and the final Design-Build contract amount shall be adjusted accordingly. When buyout of the Project is at least eighty five percent (85%) complete, City may recognize any savings achieved to that point by issuing a deductive change order for the saved amount.

8.20. Items to be provided for through City's Allowances under the GMP shall clearly be identified in the Construction Documents and the GMP. The Cost of Work included in the Allowances shall be determined through negotiation between City and Design-Builder. Any claim by the Design-Builder for an adjustment to an Allowance amount included in the GMP, based on the cost of Allowance work, shall be made within a reasonable time after the issuance of the Construction Documents for the Allowance item(s). Any expense against an allowance shall be coordinated with the City prior to its expense. Design-Builder shall not be entitled to any increase in its cost of Construction Workforce increases to Allowance amounts that initially were based on estimates provided by Design-Builder. City shall be entitled to retain one hundred percent (100%) of the balance of any unused Allowance amount.

8.21. City shall be entitled to deduct amounts for the following items from any of Design-Builder's Application for Payment or from Design-Builder's Request for Final Payment:

8.21.1. The fair market value of all tools, surplus materials, construction equipment and temporary structures charged to the Work (other than rental items) but were not consumed during construction or retained by City. Upon completion of the Work or when no longer required, Design-Builder shall either credit City for the fair market value (as approved by City) for all surplus tools, construction equipment and materials retained by Design-Builder or, at City's sole option, use commercially reasonable efforts to sell the surplus tools, construction equipment and materials for the highest available price and credit the proceeds to City;

8.21.2. Discounts earned by Design-Builder through advance or prompt payments funded by City. Design-Builder shall obtain all possible trade and item discounts on bills for materials furnished and shall pay bills within the highest discount periods. Design-Builder shall purchase Project materials in quantities that provide the most advantageous prices to;

8.21.3. Rebates, discounts or commissions obtained by Design-Builder from material suppliers, Sub-Consultants and/or Subcontractors, together with all other refunds, returns or credits received for materials, bond premiums, insurance and sales taxes;

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- 8.21.4.** Deposits made by City and forfeited due to the fault of Design-Builder; and
- 8.21.5.** Balances remaining on any/all Project Allowances, any balance remaining on the Project contingency or the balance on any other identified Contract savings are and remain the sole property of City.
- 8.22.** Subcontractor Markup. Overhead and profit from Subcontractor Change Orders shall be calculated as follows: the maximum that will be allowed for combined overhead and profit, expressed as a percentage of the actual cost of the Change Order, shall be as set forth in **Articles 8.22.1-8.22.4**. However, the percentage of the Management Fee and Design Fee allowed to Design-Builder by City, shall be set at or below the Management Fee and Design Fee percentages as negotiated in the GMP, depending on the nature, extent or complexity of the change.
- 8.22.1.** For the Subcontractor, for Work performed by the Subcontractor's own forces, five percent (5%) of the cost is the maximum overhead and profit that shall be allowed to be charged City for a Change Order;
- 8.22.2.** For the Subcontractor, for Work performed by the Subcontractor's Sub-Subcontractor, five percent (5%) of the amount of the direct cost of the Work is due to the Sub-Subcontractor is the maximum overhead and profit that shall be allowed to be charged City for a Change Order.
- 8.22.3.** For each Sub-Subcontractor involved, for Work performed by that Sub-Subcontractor's own forces, five percent (5%) of the cost is the maximum overhead and profit that shall be allowed to be charged City for a Change Order.
- 8.22.4.** For each Sub-Subcontractor, for Work performed by the Sub-Subcontractor's Sub-Subcontractor, five percent (5%) of the direct cost of the Work is due to the Sub-Subcontractor is the maximum overhead and profit that shall be allowed to be charged City for a Change Order.
- 8.23. Cost Overruns.** Contractor shall be solely responsible and liable for and shall pay any costs, fees expenses, overhead or general condition costs in excess of the GMP, as adjusted in accordance with this Contract, without reimbursement from City

END OF ARTICLE 8

ARTICLE 9. PAYMENT OF THE CONTRACT PRICE

9.1. Payment Procedure. City shall pay the Contract Price to Design-Builder in accordance with the procedures set forth in this **Article 9** and, for purposes of the Construction Work, the applicable provisions of **Article 11** of City's General Conditions for Design/Build Contracts to the extent they do not conflict with this **Article 9**.

9.2. Project Contingency. There shall only be two contingency line items within the contract:

9.2.1. City's Project Contingency. With City's written approval, City's Project contingency shall be used:

9.2.1.1. for a City-requested increase in Project scope, resulting in an increase in the cost of work.

9.2.1.2. for unforeseen site conditions which may occur on the Project.

9.2.1.3. or any other reason City deems necessary.

9.2.2. Design Builder's Project Contingency. . Subject to the terms of the Contract Documents, Design-Builder, with City's prior written approval, shall be entitled to allocate from and apply against the Design-Builder's Project Contingency costs of the Work for the following, and no other, purposes relating to the Work:

- a) implementation of any recovery schedule,
- b) cost overruns,
- c) Cost increases due to unanticipated local labor and material market conditions.
- d) minor changes in the Work not inconsistent with the intent of the Contract Documents,
- e) warranty costs prior to Final Completion,
- f) Work items inadvertently omitted during the estimating and bidding process,

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- g) those circumstances where the actual cost of an item included in the GMP exceeds the amount allocated to such item in the GMP,
 - h) costs of a type that are reimbursable under this Agreement as a Cost of the Work
 - i) any other purpose expressly authorized in this Contract, and

9.2.2.1. Design-Builder shall submit internal Changes Orders to the City for approval prior to using the Design-Builder's Contingency to show movement of funds within the Contract. Design-Builder shall furnish the City with a monthly Design-Builder's Contingency Log showing all reimbursements from the Design-Builder's Project Contingency according to the activity assignment.

9.2.2.2. Notwithstanding the foregoing, Design-Builder may not apply, use or allocate from the Design-Builder's Project Contingency any amounts for any of the foregoing purposes that are the result of, relate to or arise from any gross negligence, willful misconduct, fraud, material breach or material failure to perform by, Design-Builder, any Subcontractor or Supplier (except as necessary to replace any Subcontractor or Supplier because of the bankruptcy or failure to perform of such Subcontractor or Supplier), or any party for which any of them are liable or responsible at law or under the Contract Documents, or for any non-allowable costs of the Work except as provided above. Furthermore, Design-Builder's Project Contingency shall not be used for Costs and expenses incurred as the result of the failure of Design-Builder or its Subcontractors, Sub-subcontractors, Suppliers, or anyone directly or indirectly employed, retained or contracted by any of them, or by anyone for whose acts any of them may be responsible or liable, to discharge their respective responsibilities with respect to the Work.

9.2.2.3. Each use of the Design-Builder's Project Contingency by Design-Builder shall be reflected (with a narrative explanation) on the respective application for payment for the period during which Design-Builder makes such use and application.

9.2.2.4. Costs and expenses reimbursable from the Design-Builder's Project Contingency shall not exceed the amount of the Design-Builder's Project Contingency identified as an element of the GMP, provided that the amount of the Design-Builder's Project Contingency shall be increased automatically by the net savings, if any, realized through subcontract and/or purchase order buyout or due to other underruns against the various amounts and allowances that compose the overall GMP. When the Design-Builder's Project Contingency is exhausted, all costs and expenses that would qualify for reimbursement from

the Design-Builder's Project Contingency shall be borne solely by Design-Builder unless such costs and expenses are otherwise compensable and agreed to by the City in accordance with the terms of this Contract and which do not cause the GMP to be exceeded.

- 9.3.** Any amount remaining in the Design-Builder's Project Contingency at Final Payment shall be counted as savings to inure to City. Design-Builder shall submit internal Changes Orders to the City for approval prior to using the Design-Builder's Contingency to show movement of funds within the Contract. Design-Builder shall furnish the City with a monthly Design-Builder's Contingency Log showing all reimbursements from the Design-Builder's Project Contingency according to the activity assignment. **Internet-Based Project Management Systems.** City shall administer its Project design and construction management through an Internet-Based Project Management System (the "System"). As such, Design-Builder agrees that it shall conduct communication through this medium and perform all Project-related functions utilizing this Internet-Based Project Management System, to include correspondence, submittals, request for information, vouchers, payment requests and processing, amendments, change orders and other administrative activities Design-Builder has with City. City shall administer the software to Design-Builder to access and operate the System, provide training to Project Team Members and make the software accessible via the Internet to all Project Team Members.
- 9.4. Requests for Payment through the Program Management System.** All requests for payment shall be submitted through City's Project Management System. Prior to submittal of the first draw, Design-Builder shall submit a schedule of values for payment to be approved by City, which approval shall not be unreasonably withheld, conditioned or delayed. Any changes to the schedule of values once approved will be processed and approved as task orders through the System. To ensure prompt payment through the City's electronic system, Design-Builder will provide 3 hard copies of their pay application and construction work progress schedule to the City Project team no later than seven (7) business days prior to Design-Builder's planned electronic submittal. The city will review and schedule a meeting with the Design-Builder prior to the planned electronic submittal date to resolve any comments.
- 9.5. Request for Payment for Design Services.** As the Design Services progress, Design-Builder shall submit statements, at minimum, on a monthly basis for Design Services rendered, based upon a percentage of completion of the Design Services, as determined by the City-approved Design Schedule and based upon the total cost for Design Services reflected in Design-Builder's Schedule of Values. If special services or City-approved reimbursable expenses are included as part of the Design Services Fee, such services shall be paid on the basis of the hourly rates or actual cost, as applicable, for those items as needed or required by City. City shall make monthly payments for Design Services in the amount shown by Design-Builder's approved monthly statements and other required documentation submitted within thirty (30) days after receipt by City of properly prepared and certified requests for payment for Design Services. Nothing

contained in this **Article 9.5** shall require City to pay for any Design Services which are unsatisfactory, as determined by City, or which are not submitted in compliance with the terms of this Contract and payment may be withheld until the Design Services at issue are corrected or compliance is achieved. Progress payments for Design Services under this Contract shall be up to but shall not exceed 95% of the total Design Services Fee; upon final completion and acceptance of the Construction Work, the balance of the Design Services Fee will be paid, along with any final payment for the Construction Work.

- 9.6. Request for Payment for Construction Work.** Payments for Construction Work shall be made in accordance with **Article 11** of City's General Conditions for Design/Build Contracts.
- 9.7. Payment of the Management Fee.** In addition to the payment of the Cost of the Construction Work and related services, as set forth herein, City shall pay Design-Builder its Management Fee monthly during performance of Construction Work, based upon the percentage of Construction Work completed in accordance with the Contract. Design-Builder shall submit pay applications to City, at minimum, monthly during the performance of Construction Work. From each scheduled Management Fee payment, City shall withhold retainage in the amount of five percent (5%).
- 9.8. Right to Audit.** City shall be entitled to rely upon the accuracy and completeness of the information furnished by Design-Builder in connection with any request for payment under this Contract. City reserves the right to audit, at City's election and upon reasonable advance written notice, all of Design-Builder's records and billings relating to the performance of Design Services, Pre-Construction Services or Construction Work under this Contract, but only to the extent such records are relevant to calculation of the Cost of the Work. Design-Builder agrees to retain its Project records for a minimum of four (4) years following completion of all Services under this Contract, unless there is an ongoing dispute under the Contract, then, such retention period shall extend until final resolution of the dispute. City agrees that it will exercise the right to audit only at reasonable hours.

City may review any and all of the services performed by Design-Builder under this Contract. City is granted the right to audit, at City's election, all of Design-Builder's records and billings relating to the performance of this Contract. Design-Builder agrees to retain such records for a minimum of four (4) years following completion of this Contract, unless there is an ongoing dispute under the Contract, then, such retention period shall extend until final resolution of the dispute. Any payment, settlement, satisfaction or release made or provided during the course of performance of this Contract shall be subject to City's rights as may be disclosed by an audit under this subsection. In the event City determines that Design-Builder has been paid any sums not due or earned by Design-Builder, same shall be reimbursed by Design-Builder to City within forty-eight (48) hours of demand by City. Notwithstanding anything in the

Contract Documents to the contrary, City's audit rights shall not extend to the composition or make-up of any, negotiated and mutually accepted lump sums, or other negotiated and mutually accepted fixed amounts included in Design- Builder's compensation, but only to the proper application of such amounts in Design- Builder's applications for payment. Notwithstanding the foregoing, City shall have the right to audit Design-Builder's records and certified payrolls to ensure Design- Builder's compliance with the "Prevailing Wage Decision" set out in **Exhibit N**, the provisions of Chapter 2258 of the Texas Government Code and City Ordinance No.

2008-11-20-1045.

- 9.9. Condition Precedent to Final Payment.** Notwithstanding any other provision in the Contract Documents, final payment shall not be made to Design-Builder until Design-Builder fully has performed all of its obligations under the Contract and the Design Services and the Construction Work fully are complete.
- 9.10. City's Review of Pay Requests.** City shall have the right to review all pay requests for the Design Services and the Construction Work to determine whether the quantity and quality of the Design Services and the Construction Work is as represented in the pay request and as required by the Contract.
- 9.11. Conditions Precedent to Payment.** In addition to all other conditions precedent contained in this Contract and in City's General Conditions for Design/Build Contracts, including, but not limited to, the provisions of **Articles 6.3** and **9.9** herein, it shall be a condition precedent to payment of any pay request under this Contract that Design-Builder has submitted properly updated or revised schedules for the performance of its Design Services and Construction Work, as required by this Contract.
- 9.12. Passage of Title to Construction Work.** Notwithstanding progress payments made by City under this Contract, title to Construction Work under this Contract does not pass to City until final completion of the Project, at which point title to all Construction Work is deemed to pass immediately to City. The risk of loss regarding completed Construction Work that is paid for by City prior to final completion remains with Design-Builder.
- 9.13. Design-Builder's Use of Progress Payments.** Upon receipt of any payment from City, Design-Builder promptly shall pay all Sub-Consultants, Subcontractors, laborers and Suppliers such amounts as they are entitled for the Construction Work covered by such payment. Design-Builder also shall comply with the requirements of City's General Conditions for Design/Build Contracts relating to payments to Sub- Consultants and Subcontractors.

9.14. Use of Joint Checks. If City becomes informed that Design-Builder has not paid a Sub-Consultant, Subcontractor, materialman, laborer or Supplier as provided herein, City shall have the right but not the duty to issue checks and payment then or thereafter otherwise due to Design-Builder naming Design-Builder and any such Sub-Consultant, Subcontractor, materialman, laborer or Supplier as joint payees. Such joint check procedure, if employed by City, shall create no rights in favor of any person or entity beyond the right of the named payees to payment of the check and shall not be deemed to commit City to repeat the procedure in the future nor to create any contractual or other relationship of any kind between City and such person or entity.

9.15. Payment Not a Waiver or Acceptance. No payment to Design-Builder, nor any use or occupancy of the Project by City, shall be interpreted or construed to constitute acceptance of any Construction Work not in Strict Compliance with the Contract, and Design-Builder expressly accepts the risk that defective Construction Work may not be detected:

9.15.1. during any inspection by City;

9.15.2. prior to making of any payment to Design-Builder; or

9.15.3. before City's occupancy of the Project.

9.16. Withholding of Payment. City shall have the right to refuse to make payment for Design Services and/or Construction Work and, if necessary, may demand the return of a portion or the entire amount previously paid to Design-Builder in an amount then reasonably believed by City to be adequate to cover the penalties, damages and potential losses resulting or likely to result from:

9.16.1. the quality of a portion, or all, of Design-Builder's Design Services and/or Construction Work not being in accordance with the requirements of this Contract;

9.16.2. the quantity of Design-Builder's Design Services and/or Construction Work not being as represented in Design-Builder's pay request, or otherwise;

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- 9.16.3. Design-Builder's rate of progress being such that, in City's opinion, the Substantial Completion and/or Final Completion or any of the two may inexcusably be delayed;
 - 9.16.4. Design-Builder's failure to use Contract funds, previously paid to Design-Builder by City, to pay Design-Builder's Project-related obligations including, but not limited to, Sub-Consultants, Subcontractors, laborers and material and equipment Suppliers;
 - 9.16.5. evidence that the balance of the Construction Work cannot be completed, in accordance with the Contract, for the unpaid balance of the Contract Price;
 - 9.16.6. claims made, or likely to be made, against City or its property for which Design-Builder is responsible;
 - 9.16.7. loss or damage caused by Design-Builder;
 - 9.16.8. Design-Builder's failure or refusal to perform any of its obligations to City; or
 - 9.16.9. any other basis for withholding of payment specified in the General Conditions.
 - 9.16.10. Failure to provide updated Construction Progress Schedule
 - 9.16.11. When applicable failure to demonstrate up to date as-builts
- 9.17. In the event that City makes written demand upon Design-Builder for amounts previously paid by City, as contemplated in this **Article 9.17**, Design-Builder promptly shall comply with such demand. City will timely pay Design-Builder any undisputed amounts. If and when the reason for withholding is resolved, City will pay the withheld amounts to Design-Builder within thirty (30) days.
- 9.18. **Limitation on Duty to Pay.** In addition to the grounds for withholding payment, as set forth in **Article 9.16** herein, City and Design-Builder further agree as follows:

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- 9.18.1.** Prior to beginning Design Services on the Project, Design-Builder shall submit to City a Design Services Schedule of Values, allocating Design-Builder's allocated percentage of the Not-To-Exceed Contract Price to the design phase of the Project. During the Design Services phase, Design-Builder shall invoice, at minimum, monthly to City and each submitted invoice shall reflect the percentage of completion of Design Services. Upon completion of Design Services, Design-Builder shall include its allocated Design Services total costs in Design-Builder's Guaranteed Maximum Price Proposal.
- 9.18.2.** Prior to City's approval of the Guaranteed Maximum Price or Fixed Price Proposal, as applicable, Design-Builder shall submit to City a Schedule of Values allocating the Guaranteed Maximum Price or Fixed Price Proposal, as applicable, to the various portions of the Construction Work and the Design Services fee addressed in **Article 9.18.1** herein. Such Schedule of Values shall be prepared in such form, with such detail and supported by such data as City may require substantiating its accuracy. Design-Builder shall not imbalance nor artificially inflate any element of its Schedule of Values. The violation of this provision by Design-Builder shall constitute a material breach of this Contract. The Schedule of Values only shall be utilized as a basis for evaluating Design-Builder's request(s) for payment and only shall constitute such basis after it has been acknowledged in writing by City.
- 9.18.3.** Each request for payment for Construction Work shall include a certification by Design-Builder of the percentage of Work completion, as of the date of such request for payment, of those portions of the Construction Work as identified in the Schedule of Values. Design-Builder shall furnish to City such documentation or other supporting data as City may request in order to verify the percentage of completion certified by Design-Builder.
- 9.18.4.** City shall have no obligation to make payment to Design-Builder for any Design Services or Construction Work where the amount, for which such payment is requested, is in excess of the amount allocated in the Schedule of Values for Construction Work based upon the percentage of completion as of the date of the request for payment.
- 9.19. Unexcused Failure to Pay.** If City, without cause or basis, fails to pay Design-Builder any amounts due and payable under this Contract to Design-Builder within thirty (30) days after the date established in this Contract for payment of such amounts, then the payment shall bear interest in accordance with the Texas Prompt Payment Act, as amended. Provided, however, that City shall not be liable for interest due on any late or delayed progress payment or final payment caused by any good faith claim or dispute, any discrepancy in quantities, any failure to provide supporting documentation or other information required with the request for payment or as a precondition to

payment under the Contract Documents, or due to any payment City has a right to withhold or not certify under the Contract Documents.

END OF ARTICLE 9

ARTICLE 10. CITY'S DUTIES, OBLIGATIONS, AND RESPONSIBILITIES

10.1. In addition to payment, City shall undertake to perform the following:

10.1.1. Provide Project Information. City shall provide Design-Builder with information regarding City's requirements for the Project, including any desired or required design or construction schedule.

10.1.2. Review of Documents. City shall review any documents submitted by Design-Builder requiring City's decision and shall render any required decisions pertaining thereto.

10.1.3. Provide Notice of Defects. In the event City knows of any material fault or defect in the Construction Work, nonconformance with the Contract or of any errors, omissions or inconsistencies in the Construction Documents, City shall give prompt notice thereof in writing to Design-Builder. However, no action or failure to act by City in regard to this **Article 10.1.3**, and in accordance with the timelines set forth in the Contract Documents, shall constitute City's acceptance of Work which is non-conforming and/or fails to comply with all requirements of the Contract Documents, except as may be specifically agreed in writing. Furthermore, no act or failure to act by City in regard to this **Article 10.1.3**, and in accordance with the timelines set forth in the Contract Documents, shall constitute a waiver of any duty owed by Design-Builder, except as may be specifically agreed in writing.

10.1.4. Access to the Site and the Construction Work. City shall provide Design-Builder access to the site and to the Construction Work and shall provide Design-Builder with such information, existing and reasonably available, necessary to Design-Builder's performance of the Contract as Design-Builder may request.

10.1.5. Cooperation to Secure Permits, Licenses, Approvals and Authorizations. City shall cooperate with Design-Builder in securing any necessary licenses,

permits, approvals or other necessary authorizations for the design, construction and certification of the Project.

10.1.6. Timely Performance. City shall perform the duties set forth in this **Article 10** a reasonably expeditious fashion so as to permit the orderly and timely progress of Design-Builder's Design Services and of the Construction Work.

10.1.7. City's Reviews, Inspections, Approvals, and Payments Not a Waiver. City's review, inspection or approval of any Construction Work, Design Documents, Submittals or pay requests by Design-Builder solely shall be for the purpose of determining whether such Construction Work and such documents are generally consistent with City's construction program and requirements. No review, inspection or approval by City of the Construction Work or documents shall relieve Design-Builder of its responsibility for the performance of its obligations under the Contract or the accuracy, adequacy, fitness, suitability or coordination of its Design Services or the Construction Work. Approval by any governmental or other regulatory agency or other governing body of any Construction Work, Design Documents or Contract Documents shall not relieve Design-Builder of responsibility for the Strict Compliance to its obligations under the Contract.

Payment by City, pursuant to the Contract, shall not constitute a waiver of any of City's rights under the Contract or at law and Design-Builder expressly accepts the risk that defects in its performance, if any, may not be discovered until after payment, including final payment, is made by City.

10.1.8. Delay or Forbearance Not A Waiver. City's agreement not to exercise any right under the Contract, City's delay or failure to exercise any right under the Contract or City requiring Strict Compliance with any obligation of Design-Builder under the Contract shall not be a waiver of City's right to exercise such right or to insist on such compliance at any other time or on any other occasion.

10.1.9. Documents Requested By Design-Builder. City shall furnish to Design-Builder, prior to the execution of this Contract, any and all written and tangible material available and knowingly in City's possession concerning conditions below ground at the site of the Project. Such written and tangible material is furnished to Design-Builder only in order to make complete disclosure of such material and for no other purpose. By furnishing such material, City does not represent, warrant or guarantee its accuracy or completeness, either in whole or in part. City expressly does not warrant any geotechnical or site information provided by it for use in connection with preparation of the Construction Documents; Design-Builder, however, may reasonably rely on geotechnical information provided by City to the extent the information has been prepared by City or an independent consultant hired by City to prepare the information specifically for this Project, without

absolving Design-Builder from its responsibility to independently review information for deficiencies, flaws, errors and/or omissions that a reasonable and prudent professional Architect and/or Engineer should or would detect and inquire about. If Design-Builder requests it in writing, if in existence and if in City's possession, City also shall furnish surveys, legal limitations, utility locations (if known) and a legal description of the Project site.

10.1.10. Approvals and Easements. Design-Builder shall obtain any and all easements required and City shall pay, as a pass-through cost, the necessary assessments and charges required for use and occupancy of the Construction site that are outside of the General Condition Costs. City shall render such assistance as Design-Builder may require in obtaining such easements, certificates of occupancy, and the like.

10.1.11. Right to Stop Construction Work. In the event Design-Builder fails or refuses to perform the Construction Work in Strict Compliance with the Contract, or otherwise is in breach of this Contract in any way, City may, at its option, direct Design-Builder to stop the Work, in accordance with **Article 4.3** of City's General Conditions for Design/Build Contracts, and/or direct Design-Builder to carry out the Work in accordance with **Article 4.4** of City's General Conditions for Design/Build Contracts and Design-Builder warrants that it will comply with any direction given by City under this **Article 10.1.11**

10.1.12. Quality Assurance. While City and Design-Builder accept and acknowledge that the Project's quality control is the sole responsibility of Design-Builder, City may provide quality assurance, at City's discretion, throughout the duration of the Project, which in no way shall alleviate the Design-Builder's responsibility for the quality of the project.

END OF ARTICLE 10

ARTICLE 11. PROJECT DOCUMENTATION

11.1. Maintenance of Project-Related Records. Design-Builder shall maintain and protect all records relating in any manner whatsoever to the Project (hereafter referred to as the "Project Records") for no less than four (4) years after Final Completion of the Project, unless there is an ongoing dispute under the Contract, then, such retention period by Design-Builder shall extend until final resolution of the dispute and for any longer period of time as may be required by City, law or good management practice.

11.2. Availability of Project-Related Records to City. All Project Records in the possession of Design-Builder, Design-Builders Sub-Consultants and/or Subcontractors shall be made available to City for inspection and copying upon City's request at any time during normal business hours. Additionally, such records shall be made available upon request by City to any state, federal or other regulatory authority and any such authority may review, inspect and copy such records. The Project Records include, without limitation, all drawings, Plans, Specifications, Submittals, correspondence, logs, minutes, memoranda, photographs, tape or videotape recordings or other writings or things which document the Project, its design or its construction. Said records include those documents reflecting the cost of design and construction to Design- Builder.

11.2.1. Design-Builder must notify City immediately if Design-Builder receives a request for documents from a third party. City must be given the opportunity to assert any proprietary interest it may have.

11.2.2. Design-Builder must impose on it Sub-Consultants and its Subcontractors, if any, all record retention obligations of this Contract.

END OF ARTICLE 11

ARTICLE 12. OWNERSHIP OF PROJECT DOCUMENTS AND COPYRIGHTS

12.1. All work products (electronically or manually generated) including, but not limited to, cost estimates, studies, design analyses, original drawings, Computer Aided Drafting and Design (CADD) electronic files and other related documents prepared specifically in the performance of this Contract (hereafter collectively referred to as "Project Documents") are to be and remain the property of the City and are to be delivered to the City before final payment is made to Design-Builder. In the event the Projects Documents are altered, modified or adapted with or without the written consent of Design-Builder, Design-Builder will not unreasonably withhold the delivery of the Project Documents to City.

12.2. When applicable and required by state law, all completed documents submitted by Design-Builder, its Sub-Consultants and its Subcontractors for final approval or issuance of a permit shall bear the seal with signature and the date adjacent thereto of a Texas registered professional Architect and/or Engineer for all plans, Work and Deliverables prepared by them for this Contract.

12.3. All previously owned documents, including drawings, estimates, specifications, and all

other documents and data not related to this Project will remain the property of Design-Builder as instruments of service even if such intellectual property is contained within or incorporated into the Project Documents. However, Design-Builder understands and agrees that City shall have free access to all such information with the right to make and retain copies of previously owned Project-related drawings, estimates, specifications and all other documents and data. Any reuse of Design-Builder's previously owned documents without specific written verification or adaptation by Design-Builder will be at City's sole risk and without liability or legal exposure to Design-Builder.

- 12.4.** Design-Builder acknowledges and agrees that, upon payment, City exclusively shall own any and all information in whatsoever form and character produced and/or maintained in accordance with, pursuant to, or as a result of this Contract and shall be used as City desires and documents. All said information, including original drawings, estimates, specifications and all other documents and data, shall be delivered to City at no additional cost to City upon request, termination or completion of this Contract without restriction on City's future use. However, any reuse by City without specific written verification or adaptation by Design-Builder will be at City's sole risk and without liability or legal exposure to Design-Builder.
- 12.5.** Design-Builder agrees and covenants to protect any and all proprietary rights of City in any materials provided to Design-Builder. Such protection of proprietary rights by Design-Builder shall include, but not be limited to, the inclusion in any copy intended for publication of copyright mark reserving all rights to City. Additionally, any materials provided to Design-Builder by City shall not be released to any third party without the written consent of City and shall be returned intact to City upon termination or completion of this Contract or if instructed to do so by City.
- 12.6.** Design-Builder, subject to **12.3**, hereby assigns all statutory and common law copyrights to any copyrightable work that, in part or in whole was produced from this contract to city, including all equitable rights. No reports, maps, documents or other copyrightable works produced in whole or in part by this contract shall be subject of an application for copyright by Design-Builder. All reports, maps, project logos, drawings or other copyrightable work produced under this contract shall become the property of City (Excluding any prior owned instrument of services, unless otherwise specified herein). Design-Builder shall, at its expense, indemnify City and defend all suits or proceedings instituted against City and pay any award of damages or loss resulting from an injunction against City, insofar as The same are based on any claim that materials or work provided under this contract constitute an infringement of any patent, trade secret, trademark, copyright or other intellectual property rights.
- 12.7.** Design-Builder may make copies of any and all documents and items for its files. Design-Builder shall have no liability for changes made to or use of the drawings, specifications and other documents made by Engineers or persons other than Design-

Builder. Design-Builder appropriately shall mark all changes or modifications on all drawings, specifications and other documents made by Architects, Engineers and/or persons other than Design-Builder, including electronic copies.

- 12.8.** Copies of documents that may be relied upon by City are limited to the printed copies (also known as hard copies) and PDF electronic versions that are sealed and signed by Design-Builder. Files in editable electronic media format of text, data, graphics or other types, that are furnished by Design-Builder to City only are for convenience of City. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. However, any reuse without specific written verification or adaptation by Design-Builder will be at City's sole risk and without liability or legal exposure to Design-Builder.
- 12.9.** Notwithstanding anything to the contrary contained herein, all previously owned intellectual property of Design-Builder including, but not limited to, any computer software (object code and source code), tools, systems, equipment or other information used by Design-Builder or its Suppliers in the course of delivering the Services hereunder, and any know-how, methodologies or processes used by Design-Builder to provide the services or protect deliverables to City including, without limitation, all copyrights, trademarks, patents, trade secrets and any other proprietary rights inherent therein and appurtenant thereto, shall remain the sole and exclusive property of Design-Builder or its Suppliers.

END OF ARTICLE 12

ARTICLE 13. INSURANCE REQUIREMENTS

- 13.1.** Prior to the commencement of any work under this Project, Design-Builder shall purchase and maintain insurance, as set forth in **Article 13** of City's General Conditions for Design/Build Contracts, and any Supplementary General Conditions or Special Conditions, if applicable.
- 13.1.1.** Design-Builder shall furnish copies of all required endorsements and completed Certificate(s) of Insurance to City's PWD/Contract Services Department, which clearly shall be labeled "Design-Build Services for "SAPD Facility" in the Description of Operations block of the Certificate. The Certificate(s) shall be completed by an agent and signed by a person authorized by that insurer to bind coverage on its behalf. City shall not accept a Memorandum of Insurance or Binder as proof of insurance. The Certificate(s) shall be signed by the Authorized Representative of the insurance carrier and shall include the agent's original

signature and the phone number. The Certificate(s) shall be mailed, with copies of all applicable endorsements, directly from the insurer's authorized representative to City. City shall have no duty to pay or perform its obligations under this Contract until such Certificate(s) and endorsements have been received and approved by City's PWD Department. No officer or employee, other than the City of San Antonio's Risk Manager, shall have authority to waive this requirement.

- 13.1.2.** City reserves the right to review the insurance requirements of **Article 13** of City's General Conditions for Design/Build Contracts during the effective period of this Contract and to modify insurance coverage and limits when deemed necessary and prudent by the City of San Antonio's Risk Manager based upon changes in statutory law, court decisions or circumstances surrounding this Contract. Provided however, that such modified insurance coverage and/or limits are commercially available and can be reasonably procured in the insurance market. City shall increase the GMP, and allow Design-Builder to submit invoices for, the actual cost of such modified insurance coverage and/or limits. In no instance will City allow modification whereby City may incur increased risk.

END OF ARTICLE 13

**ARTICLE 14. SMALL BUSINESS ECONOMIC DEVELOPMENT ADVOCACY
(SBEDA) PROGRAM**

- 14.1.** The applicable Small Business Economic Development Advocacy (hereafter referred to as "SBEDA") Program for this project is attached hereto, made a part of this Contract by reference and labeled as **EXHIBIT D: SBEDA PLAN**.

END OF ARTICLE 14

ARTICLE 15. DESIGNATED REPRESENTATIVES OF PARTIES

- 15.1. City's Designated Representative.** City designates the individual listed below as its City's Designated Project Management Representative (CDR), said individual having the authority and responsibility for day-to-day Project management activities as set forth in this Design-Build Contract.

Jeni O' Quinn
Project Manager

- 15.2. Design-Builder's Senior Designated Representatives:** Design-Builder designates the individual listed below as its Senior Representative (hereafter referred to as "Design-Builder's Senior Designated Representative"), said individual having the authority and responsibility for avoiding and resolving disputes under the provisions of this Design-Build Contract:

Blaine Beckman and/or Greg Vaughn

- 15.3. Design-Builder's Designated Representative.** Design-Builder designates the individual listed below as its Representative (hereafter referred to as "Design-Builder's Representative"), said individual having the authority and responsibility for day-to-day project management activities as set forth in this Design-Build Contract:

Mike Moilanen

END OF ARTICLE 15

ARTICLE 16. MISCELLANEOUS PROVISIONS

- 16.1. Dispute Resolution.** All disputes against City that arise from this Contract or any Project shall be resolved in accordance with the procedures and limitations of Texas Local Government Code Subchapter I, Chapter 271.151et.seq., and City's General Conditions for Design/Build Contracts. City designates the Director or his department designee as its officer(s) for examining, negotiating and resolving claims and counterclaims.
- 16.2. Records** of expenses pertaining to additional services and services performed on the basis of a Worker Wage Rate or Monthly Salary Rate shall be kept on the basis of generally accepted accounting principles and in accordance with cost accounting standards promulgated by the Federal Office of Management and Budget Cost Accounting Standards Board and shall be available for audit by City or City's authorized representative on reasonable notice.
- 16.3. Texas Family Code Child Support Certification.** Pursuant to Section 231.006, Texas

Family Code, Design-Builder certifies that it is not ineligible to receive the award of or payments under this Contract and acknowledges that this Contract may be terminated and payment may be withheld if this certification is inaccurate.

16.4. Franchise Tax Certification. If it is a corporation or limited liability company, Design-Builder certifies:

16.4.1. it is not currently delinquent in the payment of any Franchise Taxes due under Chapter 171 of the Texas Tax Code; or

16.4.2. that the corporation or limited liability company is exempt from the payment of such taxes; or

16.4.3. that the corporation or limited liability company is an out-of-state corporation or limited liability company that is not subject to the Texas Franchise Tax, whichever is applicable.

16.5. Payment of Debt or Delinquency to City. It is the policy of City that any person or entity doing business with City shall, at all times, remain in financial good standing with all City Departments. In that regard, Design-Builder warrants that it has no outstanding obligations to any City of San Antonio Department at the time of the execution of this Contract, and hereby covenants that it timely will pay, as they come due, any and all taxes, fees, fines or any other charges assessed by any City of San Antonio Department whether imposed by statute, ordinance or contract, without regard to whether these charges are associated with this Contract or Design-Builder's operation under this Contract.

16.6. Contract Documents; Merger. The Contract Documents form the entire and integrated Contract between City and Design-Builder and supersede all prior negotiations, representations or agreements, either written or oral. This Contract and each of its provisions shall be binding upon the parties and may not be waived, modified, amended or altered except by a writing signed by Design-Builder and City.

16.7. Captions. The captions of sections in this Contract are for convenience only and shall not be considered or referred to in resolving questions of interpretation or construction.

16.8. Notices. In addition to the written Notice Provision in **Article 16.4** of the General Conditions for City of San Antonio Design/Build Contracts, all notices, consents, approvals, demands, requests or other communications relied on by the parties shall be in writing. Written notice shall be deemed to have been given when:

-
- 16.8.1.** delivered in person to the designated representative of Design-Builder or City for whom it is intended; or
- 16.8.2.** sent by U. S. Mail, registered or certified mail, postage prepaid, return receipt requested, to the last known business address of the designated representative; or
- 16.8.3.** delivery by reputable express courier service with charges prepaid; or
- 16.8.4.** E-mails transmitted to the web address supplied by each respective Party hereto for its designated representative listed in **Article 15** herein.
- 16.9.** Notices are deemed effective upon:
- 16.9.1.** Personal delivery; or
- 16.9.2.** For mail notices, upon receipt or on the third business day after the date of mailing, whichever is sooner
- 16.9.3.** for express courier services on the second business day following the date of mailing by express courier service or upon actual receipt of such mailing, whichever shall first occur, or
- 16.9.4.** E-mail notices are deemed effective upon confirmation the e-mail was received by the intended recipient.
- 16.10.** Notices of claims or disputes or other legal notices required by this Contract shall be sent to the following persons at the indicated locations. The parties may make reasonable changes in the person or place designated for receipt of notices upon advance written notice to the other party.

If to City:

If to Design-Builder:

City of San Antonio
Public Works Department
Attention: Razi Hosseini, P.E., Director
P. O. Box 839966
San Antonio, Texas 78283-3966

F.A. Nunnally Company
Attention: Blaine Beckman, President
2922 N. Pan Am Expressway
San Antonio, TX 78208

- 16.11. Severability.** Should any term or provision of this Contract be held invalid or unenforceable in any respect, the remaining terms and provisions shall not be affected and this Contract shall be construed as if the invalid or unenforceable term or provision had never been included.
- 16.12. Illegal Dumping.** Design-Builder shall ensure that it and all of its Sub-Consultants, Subcontractors and assigns prevent illegal dumping of litter in accordance with Title 5, Texas Health and Safety Code, Chapter 365.
- 16.13. Equal Employment Opportunity and Affirmative Action.** Design-Builder shall comply with applicable laws, regulations and special requirements of the Contract Documents regarding equal employment opportunity and affirmative action programs.

END OF ARTICLE 16

DESIGN-BUILD CONTRACT SIGNATURE PAGE

BY SIGNING BELOW, the Parties have bound themselves to this terms and conditions of this Contract as of the day and year first above written.

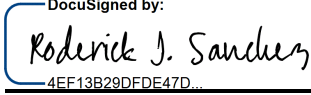
Executed on 3/19/2021.


City

Design-Builder

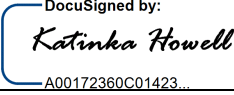
CITY OF SAN ANTONIO, TEXAS

F.A. Nunnally Company

By: 
Roderick Sanchez, AICP, CBO
Assistant City Manager

By: 
Blaine Beckman
President

APPROVED AS TO FORM:

By: 
City Attorney

END OF DESIGN-BUILD CONTRACT SIGNATURE PAGE

EXHIBIT A
PROGRAMMING DOCUMENTS



Police Station at St. Mary's Building Program

100% FINAL

March 23, 2020



DOUGLAS ARCHITECTS

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Acknowledgements

The City of San Antonio and the Programming and Planning Team of Douglas Architects would like to thank the following for their input in the creation of this programming document:

Steering Committee Members:

San Antonio Police Department

Deputy Chief Robert Blanton
Francisco Garcia
Leslie Hickey (Administrative Services Officer)
Steve Baum (Retired)

Patrol - Lt. Karen Falkes
SAFFE Patrol - Sgt. Haldeman
Traffic - Lt. Billy Biesenbach

Cheryl Richards - Service Agent Representative

Douglas Architects, Inc. and its Programming and Planning team includes:
Brown Reynolds Watford Architects - Public Safety Consultant

DOUGLAS ARCHITECTS

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Appendix

1 - Sign Offs

	<p>PROGRAMMING PHASE FINAL ACCEPTANCE</p> <hr/> <p>City of San Antonio Transportation and Capital Improvements - Vertical Projects Division 114 W. Commerce, 4th Floor San Antonio, TX 78205</p>
<p>TCI PROJECT NAME AND NUMBER: <i>CoSA Center City Police Facility</i></p> <p>CLIENT: <i>City of San Antonio TCI</i></p> <p>ARCHITECT/ENGINEER: <i>Douglas Architects, Inc.</i></p> <p>GENERAL CONTRACTOR: <i>Not Applicable</i></p>	
<p>Transportation and Capital Improvements - Project Manager</p> <p>Jeni O'Quinn</p>	<p>Department - User Representative</p>
<p><i>Name</i></p>	<p><i>Name</i></p>
<p><i>Signature</i> <i>Date</i></p>	<p><i>Signature</i> <i>Date</i></p>
<p>City Architect</p> <p>Gopinath Akalkotkar</p>	<p>Department - User Representative</p>
<p><i>Name</i></p>	<p><i>Name</i></p>
<p><i>Signature</i> <i>Date</i></p>	<p><i>Signature</i> <i>Date</i></p>
<p>Transportation and Capital Improvements - Assistant Director</p> <p>Razi Hosseini</p>	<p>Department - User Representative</p>
<p><i>Name</i></p>	<p><i>Name</i></p>
<p><i>Signature</i> <i>Date</i></p>	<p><i>Signature</i> <i>Date</i></p>
<p>By signing above, you attest that you have had an appropriate amount of time to review and comment on the Programming phase documents. Your signature shows that you accept the Programming phase documents as satisfactory and complete as presented by Douglas Architects, Inc. on March 23, 2020. Please attach any exceptions to and notes about these documents to this page. This acceptance allows The Design Build Team (TBD) to proceed to the Schematic Design Phase.</p>	

1 - Sign Offs

Police Station at St. Mary's

CoSA Police Department

RECOMMENDED FOR APPROVAL:

Chief William P. McManus

San Antonio Police Department

Date

DOUGLAS ARCHITECTS

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Appendix

2 - Executive Summary

Project Description & Scope

Project: City of San Antonio Police Station at St. Mary's

Description

The Police Station at St. Mary's is a 24,000 square foot (maximum allowed area) building with associated parking for police officers and a small parking area for the public who have business at the building.

Purpose

Since the land on Frio Street where the current Central Substation resides is being sold, those facilities must be replaced. This building is intended to house a portion of the current Central Substation's occupants. This building is not a substation, because it will not house all of the functions necessary for that description.

Primary Activities to be Housed and the Primary Users

The primary use of this new police facility is to provide additional police presence and support to the citizens of San Antonio, particularly in the downtown area.

The building is to house the following:

- San Antonio Police - 2100 Patrol
- San Antonio Police - 2100 SAFFE
- San Antonio Police - Property Crimes
- San Antonio Police - Crisis Response Team (CRT)
- Support Spaces for these functions
- Secure parking for police staff (civilian and sworn)
- Limited parking for the public
- Covered water, compressed air, and vacuum island
- Storage for flares and cones

This new police facility will consolidate these functions and provide secure parking for police personnel as they come and go on their various shifts. The secure parking should house both marked and unmarked SAPD vehicles and specialty vehicles, as well as the personally owned vehicles (POVs) of department personnel. There will be limited public parking

Secondary Activities and Users:

The public will access the building from a public parking area and public entry. If their business is not strictly Customer Service Agent related, they will be escorted into the secure / protected or "sworn" areas. There will be a small Community Room (that seats 20 people) located off of the lobby that will be available for police department outreach events and things such as first aid training, neighborhood informational meetings, child custody exchanges, etc. The remainder of the facility will be for police use.

All visitors must go through a security checkpoint with a magnetometer and X-ray machine. The Programming Team recommends that public access be limited to the one main entrance. Secondary entrances should be for use by sworn personnel only.

There will be a public park element incorporated into the site planning, as well as a featured art work.

2 - Executive Summary

Project Description & Scope

Shared Facilities Included Within the Project

The shared functions within the building are detailed in the summary space list in Chapter 4. Because different departments are sharing the building, certain aspects of their day to day activity spaces will be combined, for efficiency.

Shared functions include the Lobby, Interview Rooms, Community Room, Mud Room, Break Room, Shared Conference Room, Roll Call Room (divisible), Report Writing, Body Camera Charging Area, Mail Room, Fitness Room, and Locker / Shower / Restroom Areas.

Exterior Functions

The exterior functions at the facility include the public and private parking areas. The public parking will be adjacent to the main entry lobby. The Sworn / Secure parking will be adjacent to the sworn entry, and will be surrounded by a hardened fence and gate, similar to that found at the Public Safety Answering Point (PSAP) facility, located on the south side of San Antonio, near Brooks City Base. Examples of that fence are included in **Chapter 7 - Existing Facilities Studies**. The sworn parking area will consist of open parking areas, with Wifi access in some areas for COBAN camera data uploading. There will be parking areas for several special vehicles, as well as a covered area for compressed air station, water station, and automobile vacuum stations. There will **not** be a fuel station at the facility. There will be an emergency back up generator.

There will be one or two small, remote metal buildings for Patrol traffic flare and traffic cone storage.

Projected Size

- 24,000 GSF - Maximum Building Area Allowed for Project

Proposed Location and Why This Site was Selected

- Originally, the Bond called for a larger, shared facility for both the SAPD Central Substation replacement, as well as the Park Police Headquarters. That site search involved areas within one mile of the Riverwalk, because Park Police officers bike from their building to the River. 2100 Patrol officers serve the downtown, so they also needed to be roughly in that same vicinity. However, a site large enough was not found. So the two facilities - SAPD and Park Police, were split into two separate projects.
- The search for a site for the SAPD facility continued, culminating in the site testing and simultaneous purchase of a site at 2020 North Saint Mary's Street. After the initial site test fit, it was recommended that more site acreage / area be acquired in order to help the site better meet the needs of the users. The potential occupants were also changed several times in order to have the right balance of occupants, with preferably a few that required less parking.

Other Requirements

- The project has specific parking requirements, with 2100 Patrol needing a "2:1 ratio" of POVs to Patrol Car. In other words, one marked or unmarked patrol car has two officers (each with a personal vehicle) assigned to it in overlapping shifts. So, at specific times of the day, there is one officer getting off of his/her shift, and is in the building filing paperwork to end their day, while another is just arriving and attending roll call - about to take the same marked car out to work their shift. The result is a greater need for parking than an ordinary office building.

2 - Executive Summary

Project Description & Scope



Location Description

The site for the Police Station is an assemblage of three parcels located at 2020 N. St. Mary's, and 738 and 742 East Locust St. The site is mostly an industrial use, with a portion currently being used as residential.

A mix of commercial and residential uses surround the site, with single family residential properties directly abutting the site at its south and east boundaries. Dense multifamily developments face the northern boundary of the site, across E. Locust Street. To the west, across North Saint Mary's Street, are a restaurant, a physical therapy facility, and single family residential properties. Across East Myrtle Street to the south, are one and two-story commercial office buildings.

There is major in-fill development growth in the immediate vicinity, and the Pearl Brewery Redevelopment and San Antonio River Walk are about a half mile from the site.

2 - Executive Summary

Project Budget

The \$850 million Proposed 2017 - 2022 Bond Program for the City of San Antonio included the Police Station at St. Mary's.

The Bond information listed the original Police Substation Project cost as \$20,567,000 and gives the following description:
“Construct a new facility that will include a City Police Substation for the central city area and Park Police headquarters for city-wide service.”

However, a site suitable to house both Park Police and SAPD was not available, so the project was split into two parts. This is the second part. A facility for Park Police is the first, and has been described in a separate document.

The Preliminary Project Cost (PPC) is:

- **Estimated Total Project Budget:** **\$ 18,304,750.00**
- **Estimated Construction Amount:** **\$ 10,550,000.00**

Land Purchase

The three parcels that make up the proposed site have been purchased by the City of San Antonio.

Demolishing Existing Facilities

The three parcels that make up the proposed site contain several built improvements that will need to be demolished.

The west-most parcel bordering N. St. Mary's St. is formerly the site of an equipment storage yard and office for the Flasher Equipment Company. In addition to outdoor storage areas bound by steel post and wire fencing, the site has three buildings that will need to be demolished. One is a stick-framed masonry clad building; the other two are metal and CMU storage buildings. Additionally, there are two concrete pads with steel bollards that were used to store above-ground fuel tanks (now removed), and a few different paving types across the entire site.

The two residential parcels bordering E. Locust St. are at the northeast portion of the site. Each of these parcels has a stick-framed one-story residence, as well as one or two small stick-framed outbuildings, and chain link fences at the property line. The City will perform demolition of structures on the site.

Expenses for Environmental Re-mediation

Phase I and Phase II Environmental Survey Reports have been completed for the commercial parcel of the site. They are available from CoSA Public Works Department. Soil may require disposal at location specified by the City.

The two residential parcels will need to have lead and asbestos reports completed prior to demolition.

Phase I and Phase II Assessments have been completed. Soil may require disposal at a location specified by the City.

2 - Executive Summary

Project Schedule

The external reviews/approvals of the project include:

- N/A. Design Build Team to verify.

CoSA Development Services

- Preliminary Plan Review and all required follow-ups.
- Permitting as required.

CoSA High-profile Review Committee

- This project will require committee review.

Small Business Economic Development Advocacy (SBEDA)

- This project will include SBEDA goals.

Environmental Approvals

- As required by Public Works. Review Chapter 5 and 6 for information and contact Public Works Environmental.

Texas Commission on Environmental Quality

- As required by Public Works. Review Chapter 5 and 6 for information and contact Public Works Environmental.

TxDOT

- Not applicable. The site is not located on a Texas Highway System thoroughfare.

Texas Historical Commission

- Not applicable.

Historic Design Review Committee

"The primary purpose of the City of San Antonio's Office of Historic Preservation (OHP) is to preserve and protect the unique historic structures and design features of San Antonio. Accordingly, the historic and design codes from the City's Unified Development Code (UDC) require that certain actions affecting several types of properties within the city limits must be reviewed and approved, either by the OHP or the Historic and Design Review Commission (HDRC), which meets every first and third Wednesday of each month.

For affected properties and actions, the historic and design review process must be completed and written approval obtained from the OHP before actions can be taken or permits can be issued by the Planning and Development Services Department or other City departments."

2 - Executive Summary

Project Schedule, Continued

This project will require HDRC approval because it meets these criteria from the City's website:

- This is a public construction project.
- There may also be review requirements for UC-4 (N. St. Mary's Corridor Overlay District). The Design Build (DB) Team should verify this.

For additional information about the Historic and Design Review Commission (HDRC) please contact the Office of Historic Preservation (OHP) at 210-207-0035.

The OHP reviews everything from retaining walls and landscaping to new construction and additions. OHP Staff recommendations are based upon:

- The Secretary of the Interior's Standards for Rehabilitation
- City of San Antonio's Unified Development Code (UDC)
- City of San Antonio Historic Design Guidelines
- City of San Antonio Downtown Design Guidelines

These are important resources for all applicants to review prior to beginning the project.

HDRC application link

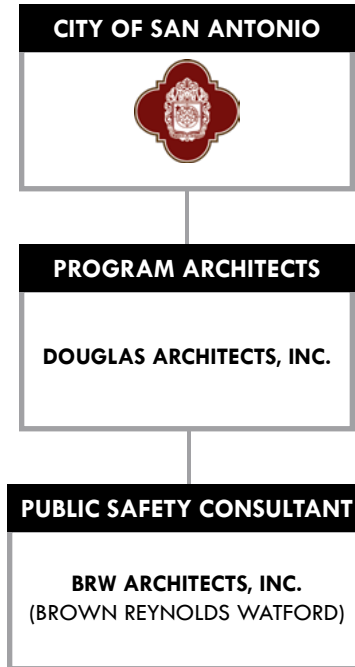
http://www.sanantonio.gov/Portals/0/Files/HistoricPreservation/Forms%20and%20Applications/HDRC_App_2014rev.pdf.pdf?ver=2016-03-23-145330-107

2020 meeting schedule link

<https://www.sanantonio.gov/Portals/0/Files/HistoricPreservation/HDRC%20other/2020%20HDRC%20Meeting%20and%20Application%20Schedule.pdf?ver=2019-12-06-151125-717>

2 - Executive Summary

Program Team Organization Chart



2 - Executive Summary

Index of Terminology

A list of definitions related to square footage is included in **Chapter 13 of this document**.

AA: Administrative Assistant

ACT: Acoustical Ceiling Tile

ADA: Americans with Disabilities Act

AV: Audio Visual (can refer to systems or equipment)

BRW: Brown Reynolds Watford Architects
(Programming Public Safety Consultant)

CBD: Central Business District

CJIS: Criminal Justice Information Services

CMU: Concrete Masonry Unit

CoSA: City of San Antonio

COBAN: Police In-Car Video System

C.O.R.E or CORE: Community Operation Resource Education

CP: Clay Pipe

CRT: Crisis Response Team

CSEF: Convention, Sports, and Entertainment Facilities

CSP: Competitive Sealed Proposal

DAI: Douglas Architects, Inc. (Program Architect)

DB: Design Build

DCoF: Dynamic Coefficient of Friction

DSD: Development Services Department

ERC: Environmental Review Checklist

FC: Foot-Candles (a measurement of light intensity)

FF&E: Furniture Fixtures and Equipment

FT: Full Time

GWB: Gypsum Wall Board

HDRC: Historic and Design Review Commission

HP: High Profile

HPARC: Hemisfair Park Area Redevelopment Corp.

HR: Human Resources

HVAC: Heating, Ventilation, and Air Conditioning

IA: Internal Affairs

IACP: International Association of Chiefs of Police

IBC: International Building Code

ICC: International Code Council

IDF: Intermediate Distribution Frame

IDZ: Infill Development Zone

IT: Information Technology

ITSD: Information Technology Services Department

LED: Light Emitting Diode (a type of luminaire)

LT or Lt.: Lieutenant

MDF: Main Distribution Frame

MEP: Mechanical Electrical and Plumbing
(can refer to building systems or the engineering professionals for those systems)

NA or N/A: Not Applicable

NTP: Notice to Proceed

OHP: Office of Historic Preservation

OSHA: Occupational Safety and Health Administration

2 - Executive Summary

Index of Terminology, Continued

PM: Project Manager

POM: Part of Multiplier

POV: Personally Owned Vehicle

PPC: Preliminary Project Cost

Prox Card: Proximity Card (an access control device)

PSAP: Public Safety Answering Point

PSHQ: Public Safety Headquarters

PVC: Poly-Vinyl Chloride (a type of pipe material)

PW: Public Works Department

R&P: Research and Planning

RFCA: Request for Comment and Adoption

RFQ: Request for Proposal

RFQ: Request for Qualifications

RH: Relative Humidity

ROW: Right of Way

SA: San Antonio, or Service Agent

SAFFE: San Antonio for A Fear Free Environment

SAPD: San Antonio Police Department

SAWS: San Antonio Water System

SBEDA: Small Business Economic Development Advocacy

SCoF: Static Coefficient of Friction

SGT of Sgt.: Sergeant

STC: Sound Transmission Class

TAS: Texas Accessibility Standards

TBD: To Be Determined

TCEQ: Texas Commission on Environmental Quality

TIRZ: Tax Increment Reinvestment Zone

TPDES: Texas Pollutant Discharge Elimination System

TxDOT: Texas Department of Transportation

UC: Undercover

UDC: Unified Development Code

VCT: Vinyl Composition Tile

Wi-Fi: Wireless Fidelity

DOUGLAS ARCHITECTS

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Appendix

3 - Project Goals

Overview

The desired goal of this project is to deliver a state-of-the-art facility for the City of San Antonio Police Department ahead of schedule and under budget; one that meets the users' needs for the next several decades.

Department's Mission Statement and Objectives

San Antonio Police Department Mission Statement:

OUR MISSION

The San Antonio Police Department is dedicated to improving the quality of life by creating a safe environment in partnership with the people we serve. We act with integrity to reduce fear and crime while treating all with respect, compassion, and fairness.

OUR VISION

To be the premier law enforcement agency by building trust, creating partnerships, and sharing leadership within the San Antonio Police Department and the community for a safer San Antonio.

OUR GUIDING PRINCIPLES

INTEGRITY

We Have Integrity • We hold ourselves accountable and demand the highest level of ethical and moral standards from all. We are role models, acting with courage and building trust within the organization.

RESPECT

We Are Respectful • Mutual respect is the foundation for every interaction. We value diversity and encourage open communication by treating everyone with dignity and fairness.

COMPASSION

We Are Compassionate • Compassion guides our actions as we care for one another. We treat people with kindness and respect while working for the benefit of all.

FAIRNESS

We Are Fair • We are committed to consistently treating people in a courteous and impartial manner.

Compliance with the San Antonio Police Department's Strategic Plan

Not Applicable

Compliance with the San Antonio Police Department's Master Plan

Not Applicable

3 - Project Goals

San Antonio Police Department's Functional Program Descriptions and Projections

The police departmental units housed in the new facility, and the projected staff per unit will include:

1. **Downtown Patrol (2100)** - These officers respond to calls-for-service in the downtown area 24 x 7.
Downtown Patrol (2100) = 1 Captain
4 Lieutenants (for 4 shifts, A, B, C and T)
12 Sergeants
70 Officers
2. **SAFFE** - San Antonio for a Fear Free Environment is a division of 2100 Patrol. Personnel assigned to this unit focus on enhancing crime prevention and citizen engagement.
SAFFE = 2 Sergeants, 6 Officers (2 shifts)
3. **Property Crimes** - These officers work directly with the public regarding stolen and recovered property.
Property Crimes = 1 Sergeant
6 Detectives
4. **Crisis Response Team** - These officers work directly with victims of violence and abuse.
Crisis Response Team = 1 Sergeant
6 Detectives

Each department has growth added into their departmental spreadsheet, which can be found in **Chapter 4 - Space and Adjacency Diagrams**. The areas shown in the Departmental Space Lists are net square footage, and have a circulation factor added to each department (since multiple groups were programmed over the time frame of this document). Departments with their associated circulation and support are then added together, and an overall Building Circulation and Support factor is added to achieve a Total Gross Building Area.

The Maximum Building Area Allowed for this project is 24,000 GSF.

3 - Project Goals

Project Need

The 2017-2024 Proposed Bond stated that the purpose of the project was to:

“Construct a new facility that will include a City Police Substation for the central city area ...”

Status Quo & Current Facilities

The current facilities for 2100 Patrol, SAFFE, Property Crimes and the Crisis Response Team are located in the existing Central Substation located on N. Frio.

Current Facilities To Be Vacated

SAPD 2100 Patrol, SAFFE, Property Crimes and the Crisis Response Team will be vacating their spaces within the existing Central Substation, located on North Frio, because the site has been sold and all departments will need to be relocated. Visits to the building revealed the need for expansion for all of the departments that are in the building. However, this program deals only with 2100 Patrol, SAFFE, Property Crimes, and the Crisis Response Team, and their support spaces.

Alternatives / Less Acceptable Solutions Studied

- Sharing other facilities or renovating - Not acceptable.
- Using additional technology to reduce the need for more space - This option would not solve the problem.
- Other sites were not deemed acceptable.

Project Objectives

Police Facility Program Highlights:

Outcome objectives - *What the project accomplishes:*

- To provide additional police patrol assistance to the citizens and businesses located in the Central Business District, in particular, south of I-35 and west of I-37.
- Building must have quick access to highways and major thoroughfares near the facility.
- Building must be secure from the street.
- To minimize the building footprint and allow for parking to be directly adjacent to the building.
- To make shift changes efficient and safe for officers entering and exiting the facility.

Process Objectives - How the project is to be accomplished:

- Locate and build on a site in the prescribed area.
- Relocate 2100 Patrol, 2100 SAFFE, Property Crimes and Crisis Response Team, and related support spaces.
- Provide two parking lots (public and sworn, with different access points and security levels). Police parking to include marked and unmarked cars, personal vehicles, and specialty vehicles as well as civilian staff vehicles.
- Provide a covered water, vacuum, and air station for vehicles.
- Provide exterior storage for flares and cones.
- Provide a hardened fence, similar to the PSAP facility, with gates and electronic access.
- Provide secure surface parking.

3 - Project Goals

Project Objectives

Building to house 2100 SAPD Patrol Section, SAFFE, Property Crimes, and Crisis Response Team

SAPD Facility Size Requirements = 24,000 sf* plus storage (Maximum allowable square footage)

Parking

- 110 sworn spaces minimum to 120 maximum vehicles (growth) **See breakdown below**
- 10 public spaces
- Public parking spaces including ADA @ front of building
- Marked units w/ Wi-Fi access = 30
- Reserved VIP, captain's and lieutenants' parking area next to building w/ assigned spaces
- Restricted access spaces @ back or side (site dependent)
- 8 foot hardened fence with privacy slats similar to PSAP fence and gates
- Access controls at gates, similar to PSAP gates
- Ice machine @ restricted access entry portico / overhang
- Storage for cones and flares @ parking
- Compressed air, water, and vacuum station for vehicles @ secure parking

CoSA Patrol Units peak time (12:00 p.m. to 3:00 p.m.)

- Fleet A & T Shifts = 30 Vehicles (CoSA = 15 and POVs = 15)
- Fleet B & C Shifts = 30 Vehicles (CoSA = 15 and POVs = 15)
- SAFFE = 16 Vehicles (CoSA= 8 and POVs = 8)
- CRT = 14 Vehicles (CoSA = 7 and POVs = 7)
- Property Crimes = 14 Vehicles (CoSA = 7 and POVs = 7)
- Wagon, Service Agent's POVs and BESD Vehicles = 6

Total 110 Vehicles currently need parking. 120 spaces are preferred to account for growth

General

- Use environmental design standards to enhance building security
- Recorded Interview Rooms with STC 45 rated walls (Recording Room and Deaf Link nearby)
- Install security gates with access controls similar to the PSAP
- Electronic locking / unlocking on all exterior with timer functions
- Access controls installed on doors and in elevator
- Some interior rooms require access controls or surveillance
- Locker Room for 120 males / 5 showers total w/ one ADA (or per code) and toilets
- Locker Room for 40 females / 3 showers total w/ one ADA (or per code) and toilets
- Public restrooms at lobby
- Private restrooms for restricted access (both floors)
- Service Agent's area directly off lobby
- 2-way intercom / ballistic baffle for lobby personnel
- Ballistic glass and walls at lobby for service desk (UL 752 Level 3) glass wall
- Ballistic proof walls (hardened UL 752 Level 3) between public and sworn areas
- Fitness Room with gym equipment
- Storage for a minimal number of patrol bikes within the building

* Maximum Building Area Allowed for Project

3 - Project Goals

Project Objectives

- Fitness Room needs A/C controls, rubber mat flooring
- Drinking fountain with bottle filler in Fitness Rooms
- Brick or CMU @ exterior walls
- Planters and bollards should be utilized for site security
- CMU or hardened GWB @ private / sworn division underground utilities to service the building
- Emergency generator on ground floor to service the building and exterior lighting, security, phones
- Emergency exit lighting (per code)
- Exterior lighting around the building including parking areas
- Security cameras to monitor and record exterior grounds and record interior public spaces and parking areas
- No large glass windows in building
- Ballistic glass at ground level and any windows
- Drive approach wall to have concrete back up wall
- Ballistic walls facing roadway and parking
- Bollards and planters to provide barrier at public entry
- Some windows have ballistic approach
- Some exterior windows to have ballistic rating
- Blast resistant roof materials if exposed to highway
- Air intake high in wall away from roadway
- HVAC equipment on ground floor, not roof
- Separate staff and public circulation
- Separate employee and public restrooms
- Ready Rooms to be located on the first floor (extra materials in storage) in the two story option
- Ready Rooms are to be located near report writing and roll call
- MDF and IDF Rooms for data
- Traffic flare storage for SAPD (separate building) 8 x 10 approx.
- Access to roof from Electrical or Mechanical Room via a ladder
- Electrical and data for COBAN units
- "Axon" system equipment requires dedicated circuits
- Bullet resistant glass wall at service agents (similar to Public Safety Headquarters) with no view obstructions for seated staff
- Storage closet near Service Agent area to hold bulk form storage
- Upper shelving and cabinet storage above Report Writing Stations (for active use of forms)
- Some officers do not report to the station, but will need to use Report Writing Area

DOUGLAS ARCHITECTS

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Appendix

4 - Space & Adjacency Requirements Related to the Entire Building

Overall Space Lists Total and Overall Adjacencies

4 - Space & Adjacency Requirements

Related to the Entire Building

This chapter summarizes all of the spaces in the building, as well as their relationship to one another.

Summary Space List						100% Final 3-23-20	
Departmental Spaces List			# of Occup	Dept Sub Total	NSF* + Circ.	Remarks	
2100 Patrol			9	2,722		* Areas are NSF + Circ.	
2100 SAFFE			8	1,130			
Property Crimes & UEDI			11	1,283			
CRT (Crisis Response Team)			8	1,406			
Shared Functions			x	13,050			
Total Occupants			36				
Departmental Areas Total				19,591			
				Growth (NA)			
				Subtotal NASF	19,591		
				Overall Building Circulation Factor (20%)	3,918		
				Total DGSF	23,509		
EXTERIOR FUNCTIONS							
Flare & Cone Storage Building		10' x 10'	1	0	N/A	100	gsf
Air and Water Station / Vacuum			1	0	N/A	100	gsf
Total Occupants			N/A		200		
				NA Growth			
				Subtotal NASF	200		
				Building Circulation Factor (20%)	34		
				Total DGSF	234		

Adjacencies:

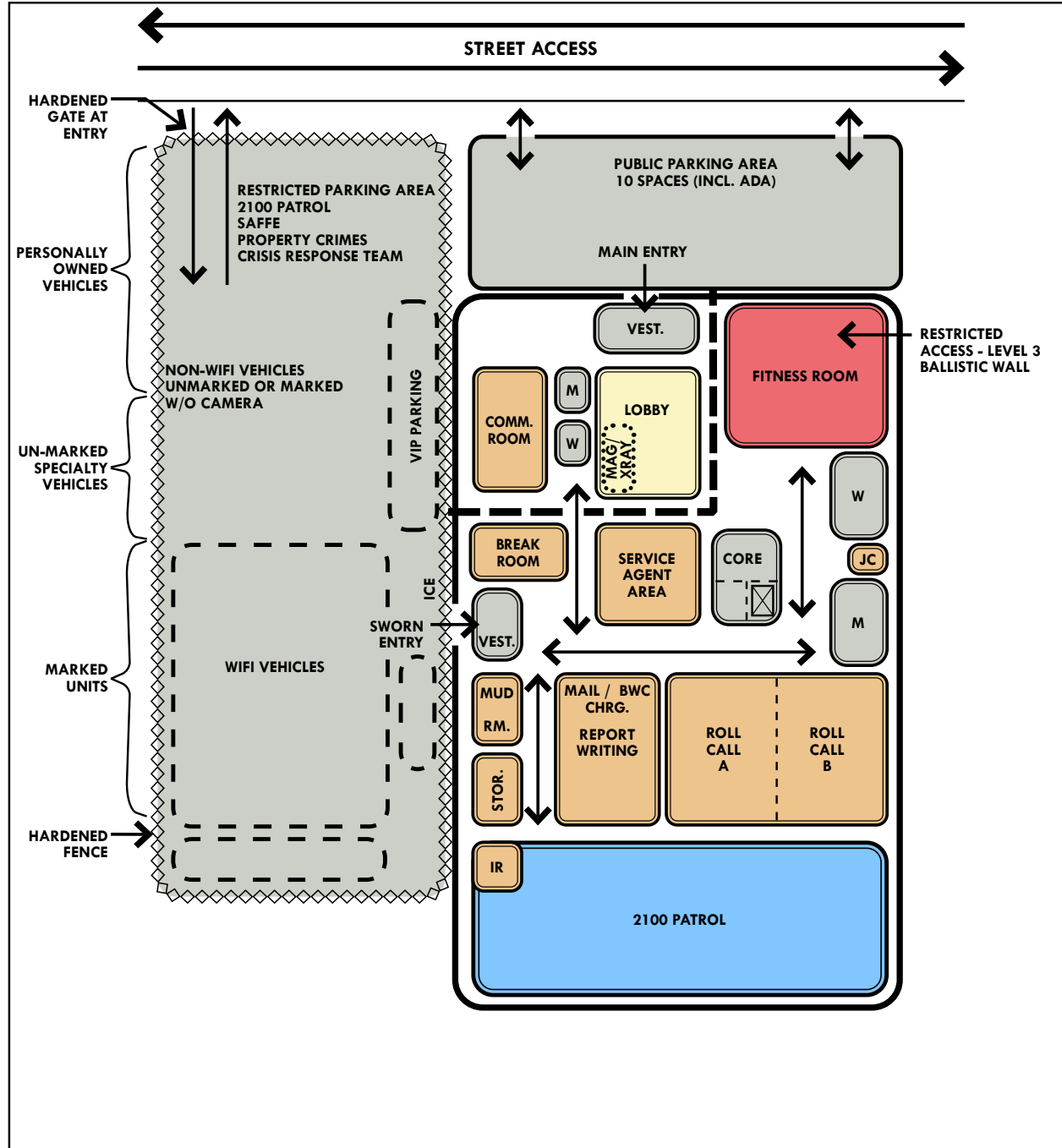
- The Patrol Captain works on a daily basis with the SAFFE and CRT Sergeants.

Special Requirements:

- First Floor SAPD Priorities: 1) Patrol, 2) Roll Call, 3) Lockers / Fitness, 4) SAFFE, 5) CRT, 6) Property Crimes

4 - Space & Adjacency Requirements Related to the Entire Building

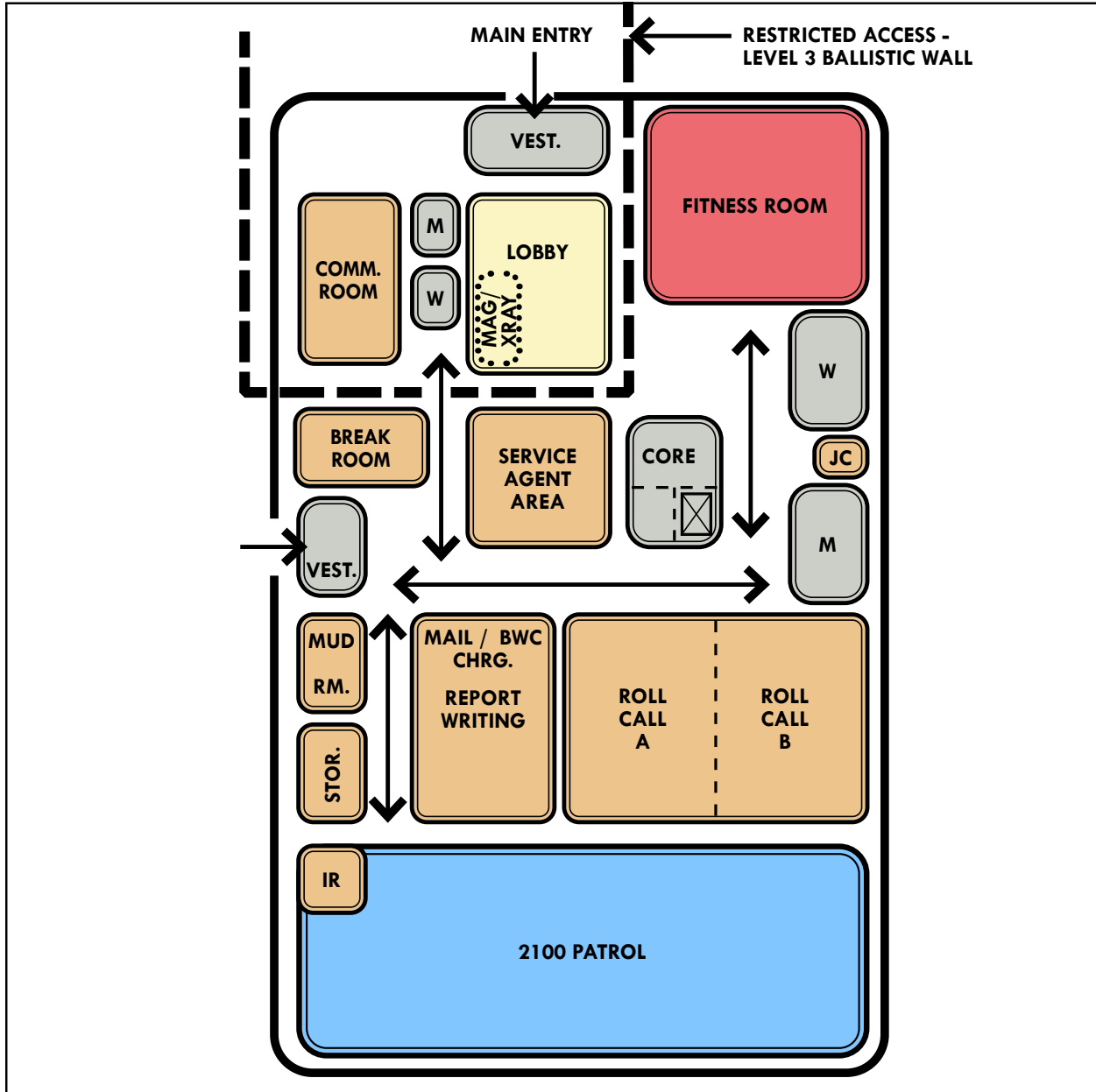
Overall Adjacency Diagram - Site to Building Adjacencies



4 - Space & Adjacency Requirements Related to the Entire Building

Overall Adjacency Diagram - Departmental to Departmental Adjacencies

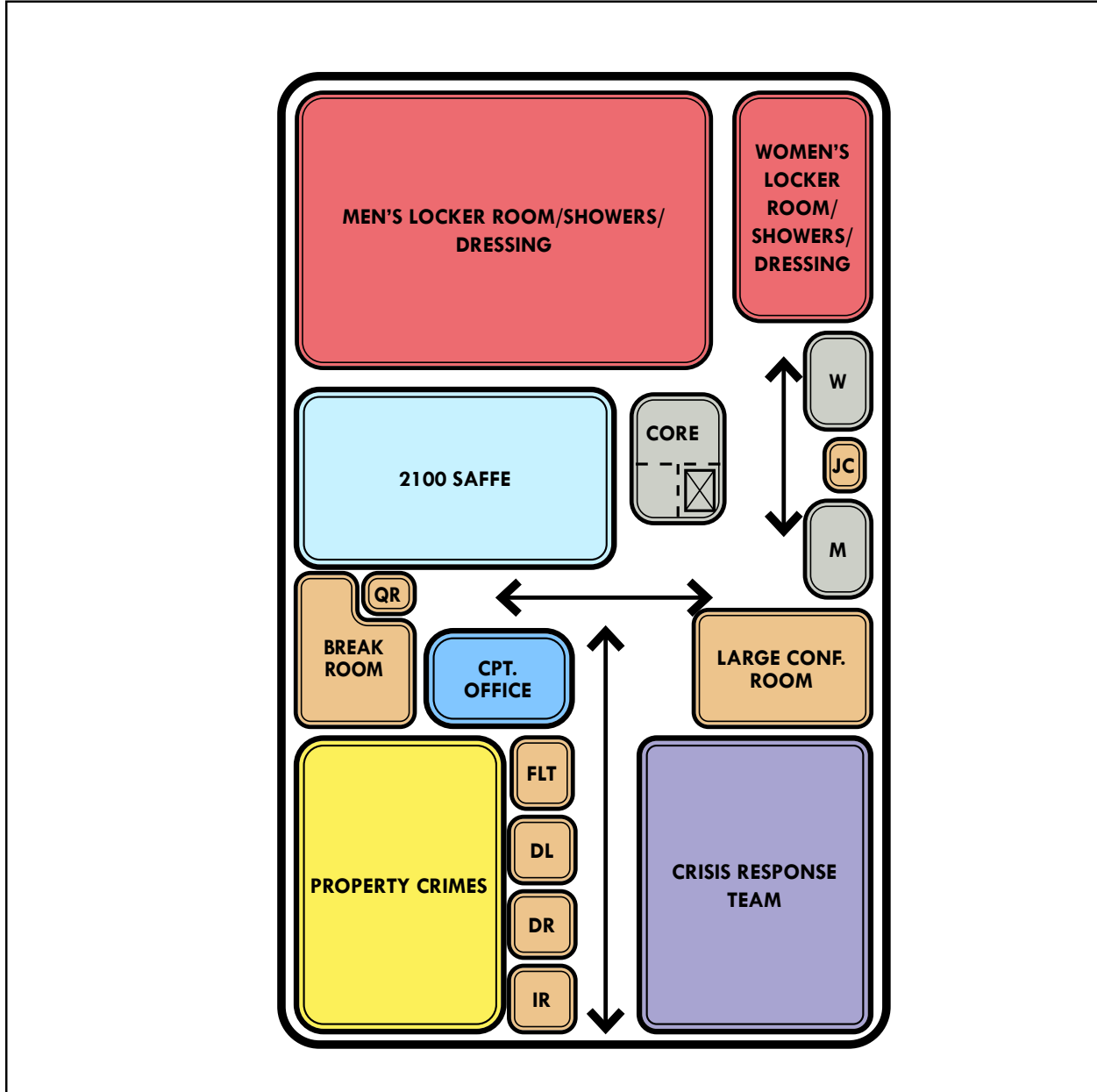
First Floor



4 - Space & Adjacency Requirements Related to the Entire Building

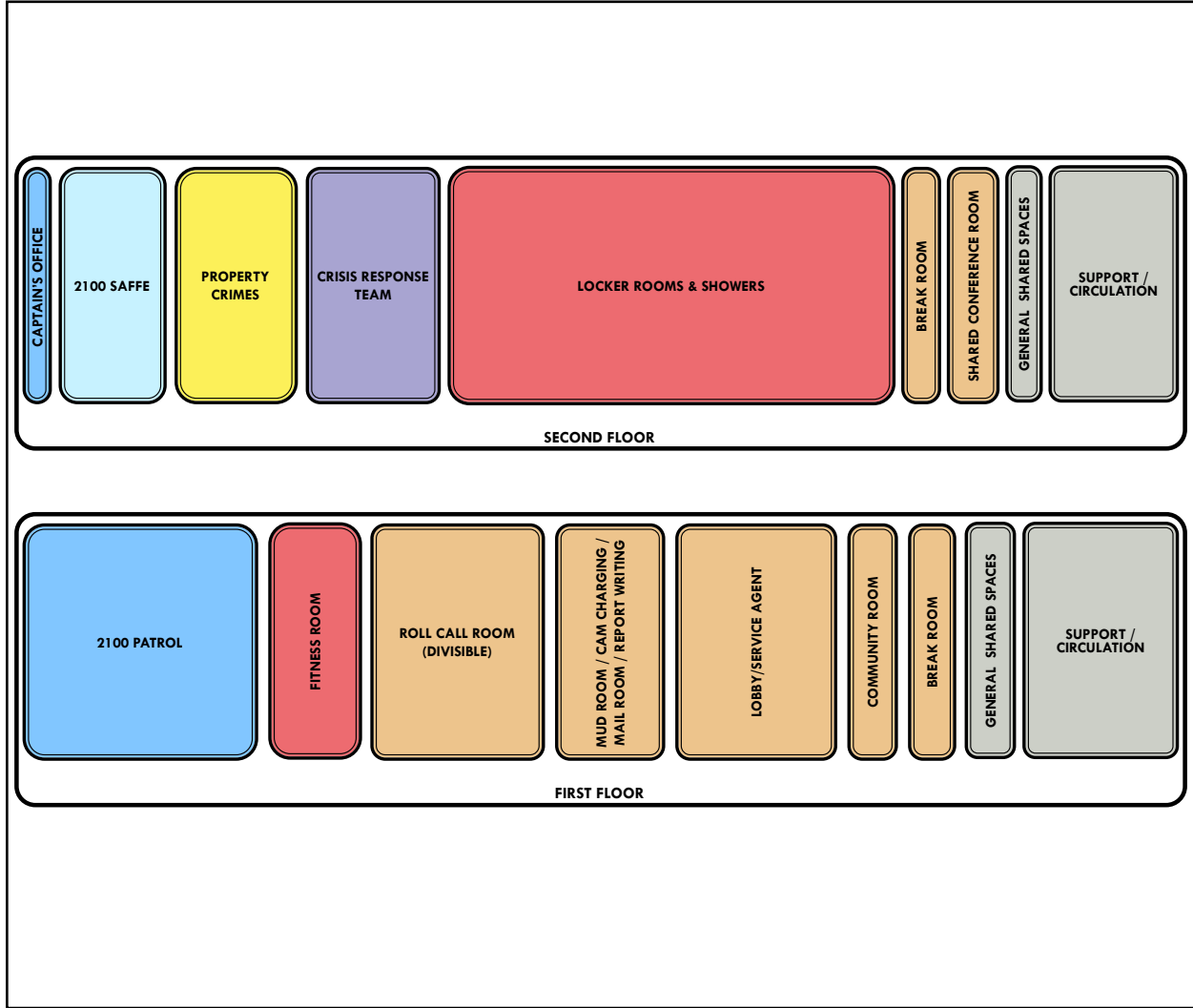
Overall Adjacency Diagram - Departmental to Departmental Adjacencies

Second Floor



4 - Space & Adjacency Requirements Related to the Entire Building

Stacking Diagram



4 - Space & Adjacency Requirements

Related to the Entire Building

Growth and Phased Development

The planning factor for growth/expansion per department in the building is 5%, and is factored in within the departmental and shared area space lists.

The 5% planning number does not appear in the Summary Space List (overall building).

It has been added into the Departmental Space Lists, including the Shared Function Space Lists that follow.

4 - Space & Adjacency Requirements

Room by Room Requirements

Summary Space Lists and Adjacencies by Department

4 - Space & Adjacency Requirements

Room by Room Requirements

Space Detail Sheet - Departmental Space List

SAPD CCSS - 2100 Patrol Division						100% Final 3-23-20	
Space Detail - Department Space List	Room Type	# of Areas	*NSF/ Area	# of Occup	Total Area	Remarks / Contents	
Captain's Office Waiting Area	Executive Office (PO5)	1	256	1	256	nsf * Areas are NSF Only SAFFE Sergeant Reports to Captain	
		1	50	0	50	Place this office on 2nd Floor, near SAFFE	
Lieutenant's Office - A & T Shifts (Shared)	Management Office (PO3)	1	144	1	144	nsf	
Lieutenant's Office - B & C Shifts (Shared)	Management Office (PO3)	1	144	1	144	nsf	
Sergeant "Squadroom" Open Office Area A / B / C / T Shifts A Shift: 2 sergeants, 13 officers B Shift: 2 sergeants, 14 officers C Shift: 2 sergeants, 13 officers T Shift: 2 sergeants, 15 officers	Mgmt. Workstation (WS5)	6	100	6	600	nsf	
Sergeant Squadroom File Area (directly adjacent to workstations)	Large File Area (open)	1	100	0	100	nsf 8, 5 drawer vertical files along a wall	
Work Area (Counter and Cabinets, Copier, Shredder, Office Supplies)	Copy/File Area	1	100	0	100	nsf	
Misc. Storage Room (Large)	Large Storage	1	100	0	100	nsf 8, freestanding metal 5-shelf units 4, 2-door lockable metal cabinets	
Ready Room (For Patrol) (Locate on first floor in two story scheme) FF&E Contents at right to be included	Large Ready Room	1	300	0	300	nsf 2, 5-drawer lateral filing cabinets 3, freestanding metal 5-shelf units 3, 2-door lockable metal cabinets 2 Long gun locker units w/5 spaces ea. 2 Riot shield storage cabinets (5 shields ea) 2 Small 3 x 3 single lockers Charging Stations for Radios, etc. 8 Carseats stored on an upper shelves	
UEDI Work Area and Storage	Work Counter w/ Storage	1	200	0	200	nsf Workstation & Lockable Cabinet Counter w/ Cabinet and Sink	
<i>Patrol will need space within the Shared Building Storage for a few bikes</i>							
Total: 8 sergeants, 55 officers; plan for 5% growth	Total FT Occupants				9	1,994	Some are FT and some on shifts
4 Shifts: A - 6am - 2pm, B - 2pm - 10 pm,	5% Planned Growth				0.05	100	
C - 10pm - 6am, T - Overlap 7pm-3am	Subtotal NASF					2,094	
Parking for Patrol: 30 (15 POV / 15 Marked)	Departmental Circulation Factor (30%)					628	
<i>Access to Vacuum /Compressed Air /Water Station Needed</i>	Total DGSF for 2100 Patrol					2,722	

Department Description - 2100 Patrol

2100 Patrol is the group of sergeants, detectives and officers that patrol the 2100 district of SAPD. This is the group of police that serve the downtown area, specifically.

They are the largest group of officers, and need to be on the first floor if possible. Their Ready Room and shared work areas should also be located with them.

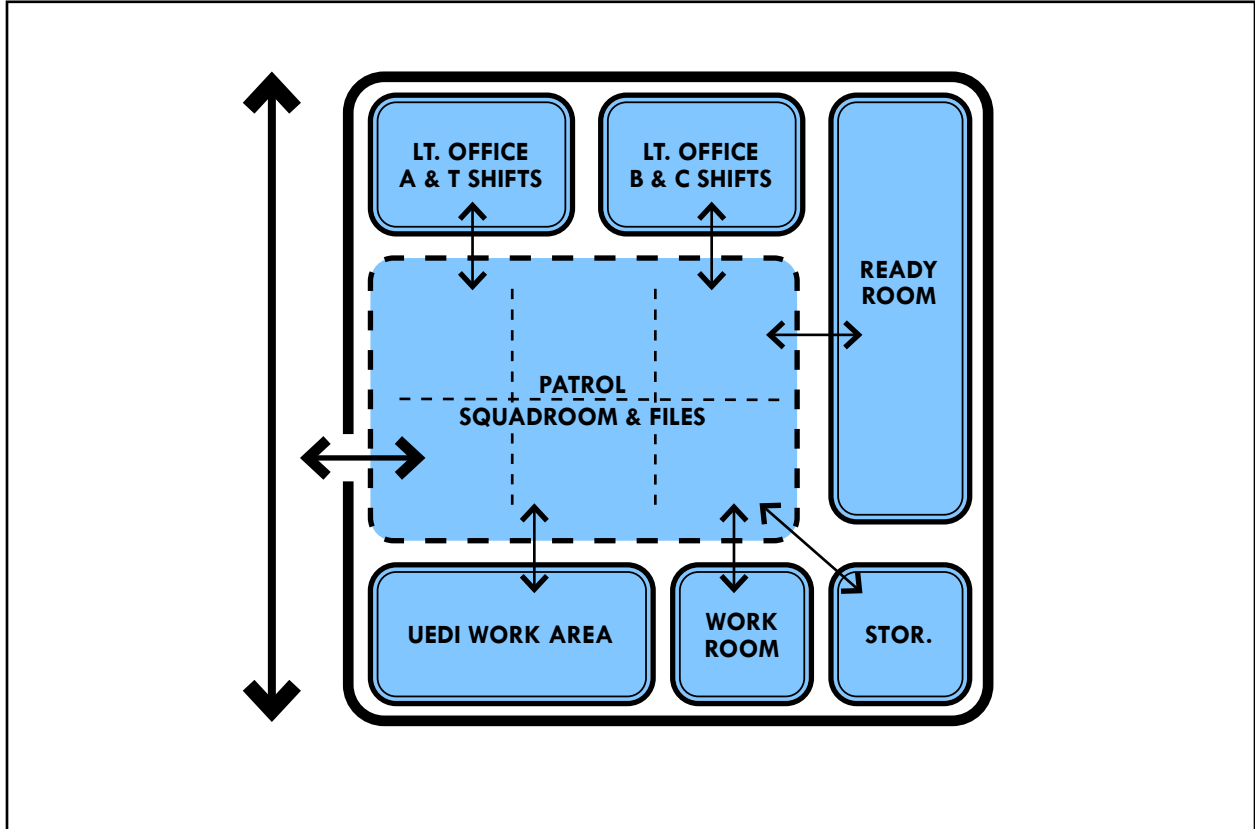
2100 Patrol detectives utilizes the Interview Room, Interview Room Device Room and Deaf Link area.

The Captain of Patrol can be located on the second floor near SAFFE, CRT and Property Crimes.

4 - Space & Adjacency Requirements

Room by Room Requirements

Detailed Adjacency Diagram - 2100 Patrol



Adjacencies:

- Patrol Officers and Ready Room
- Patrol Officers and Interview Room / Device Room / Deaf Link

Special Requirements:

- Two Patrol Lieutenants share an office and work in shifts
- The Patrol Captain works on a daily basis with the SAFFE and CRT Sergeants
- Patrol officers are the largest group of officers in the building, therefore, they should be located on the first floor, along with their Ready Room

4 - Space & Adjacency Requirements

Room by Room Requirements

Space Detail Sheet - Departmental Space List

SAPD CCSS - 2100 SAFFE Patrol						100% Final 3-23-20	
Space Detail - Department Space List	Room Type	# of Areas	*NSF/ Area	# of Occup	Total Area		Remarks
							* Areas are NSF Only
SAFFE Sergeant's Office (Shared)	Management Office (PO2)	1	120	1	120	nsf	
SAFFE Sergeant's Office (Future Shared)	Management Office 5 (PO2)	1	120	1	120	nsf	
SAFFE Patrol Officer Area	Workstations (WS 1)	6	48	6	288	nsf	
WorkArea (Counter and Cabinets, Copier, Shredder, Office Supplies)	Copy/File Area	1	100	0	100	nsf	Locate Work Room Near SAFFE Entry doors
Misc. Storage Room (Small)	Small Storage	1	100	0	100	nsf	3 5-shelf moveable storage units 2 2-door Supply Lockers 2 5-drawer lateral files
Ready Room (For SAFFE) (Locate on first floor in two story scheme)	Small Ready Room	1	100	0	100	nsf	Charging Stations for Radios 4 5-shelf moveable storage units 2 2-door Supply Lockers 2 5-drawer lateral files 5 unit Long Gun Locker
Parking Spaces Patrol: _____ total (POV, marked & ranked) 3:1 Ratio Need access to Vacuum / compressed air / water station		12		0			
Total: 2 sergeants, 6 officers; plan for 5% growth 2 Shifts: 7am - 3pm & 12pm - 8pm Parking for SAFFE: 16 total (8 POV / 8 Marked, Ranked) Need access to Vacuum / compressed air / water station			Total FT Occupants	8	828		Some are FT and some on shifts
			5% Planned Growth	0.05	41		
			Subtotal NASF		869		
			Departmental Circulation Factor (30%)		261		
			Total DGSF for SAFFE		1,130		

Department Description - 2100 SAFFE Patrol

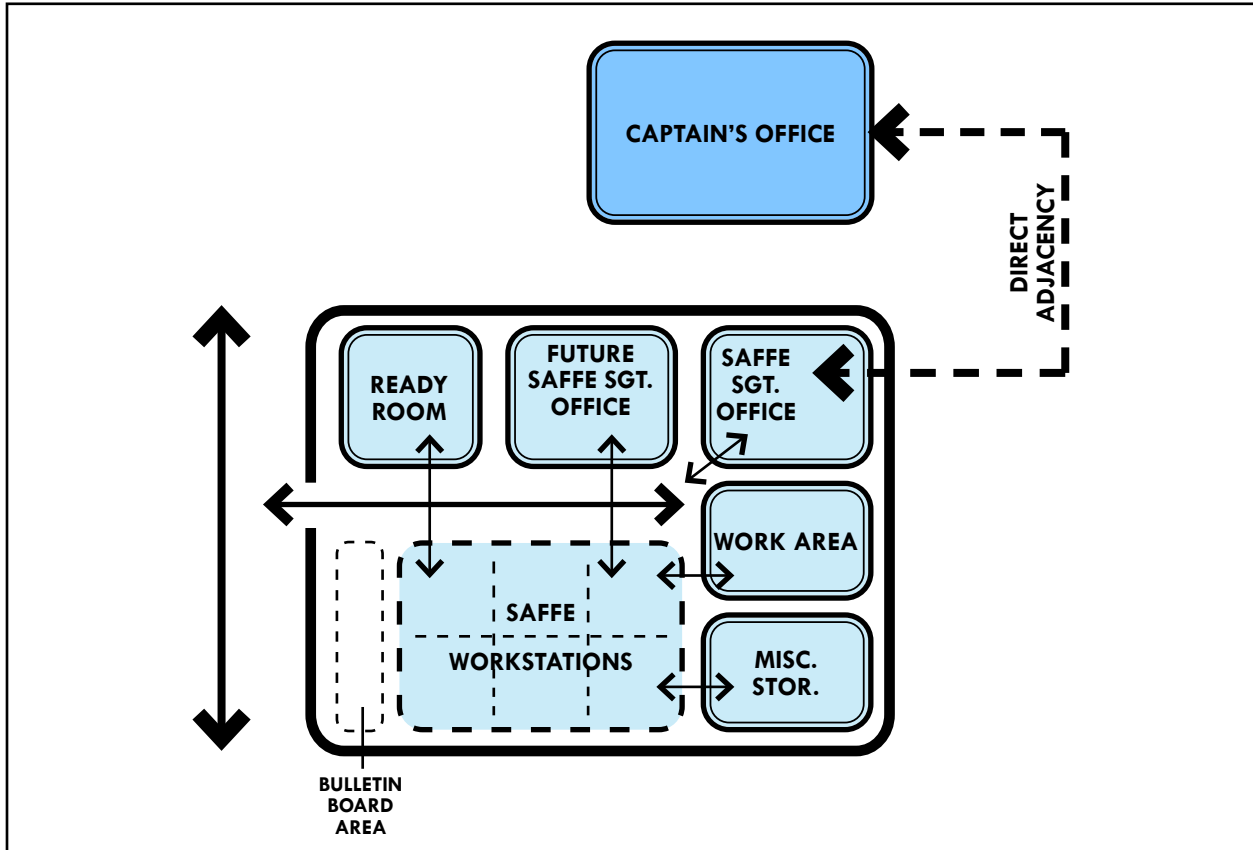
2100 SAFFE is the 2100 District's group of police officers that are affiliated with the San Antonio for a Fear Free Environment. They work directly with the public in their neighborhood.

The SAFFE Sergeant reports directly to the 2100 Patrol Captain.

4 - Space & Adjacency Requirements

Room by Room Requirements

Detailed Adjacency Diagram - 2100 SAFFE



Adjacencies:

- The Patrol Captain works on a daily basis with the SAFFE Sergeants
- SAFFE officers work with the public on a daily basis

Special Requirements:

- None

4 - Space & Adjacency Requirements

Room by Room Requirements

Space Detail Sheet - Departmental Space List

SAPD CCSS - Property Crimes						100% Final 3-23-20
Space Detail - Department Space List	Room Type	# of Areas	*NSF/ Area	# of Occup	Total Area	Remarks / Contents
Sergeant's Office	Management Office (PO2)	1	120	1	120	nsf
Detectives Squadroom (Open Office Area) 1 Shift: 1 sergeant, 6 Detectives	Mgmt Workstation (WS3)	6	70	10	420	nsf
Sergeant Squadroom File Area (directly adjacent to workstations)	Large File Area (open)	1	100	0	100	nsf
WorkArea (Counter and Cabinets, Copier, Shredder, Office Supplies)	Copy/File Area	1	100	0	100	nsf
Ready Room (For Property Crimes) Charging Stations for Radios 6 5-shelf moveable storage units 4 2-door Supply Lockers 2 5-drawer lateral files	Small Ready Room	1	100	0	100	nsf
Recovery Storage Room	Small Storage	1	100	0	100	nsf
Total: 1 sergeants, 6 officers; plan for 5% growth 1 Shift: 7:45 am - 5:45 pm Parking for Property Crimes: 14 total (7 POV, 7 marked & ranked) Need access to Vacuum / compressed air / water station				Total FT Occupants 11 5% Planned Growth 0.05 Subtotal NASF 987 Departmental Circulation Factor (30%) 296	940 47 987 296	
				Total DGSF for Property Crimes	1,283	* Areas are NSF Only 20 5 drawer laterals along the wall (VERIFY) Charging Stations for Radios 4 5-shelf moveable storage units 2 2-door Supply Lockers 2 5-drawer lateral files 5 unit Long Gun Locker 4 5-shelf metal shelves 2 2-door lockable metal cabinets All are FT

Department Description - Property Crimes

Property Crimes is the department that works with the public when they have had property stolen. They work on a day to day basis, seeing visitors to the building in order to take statements and go over cases.

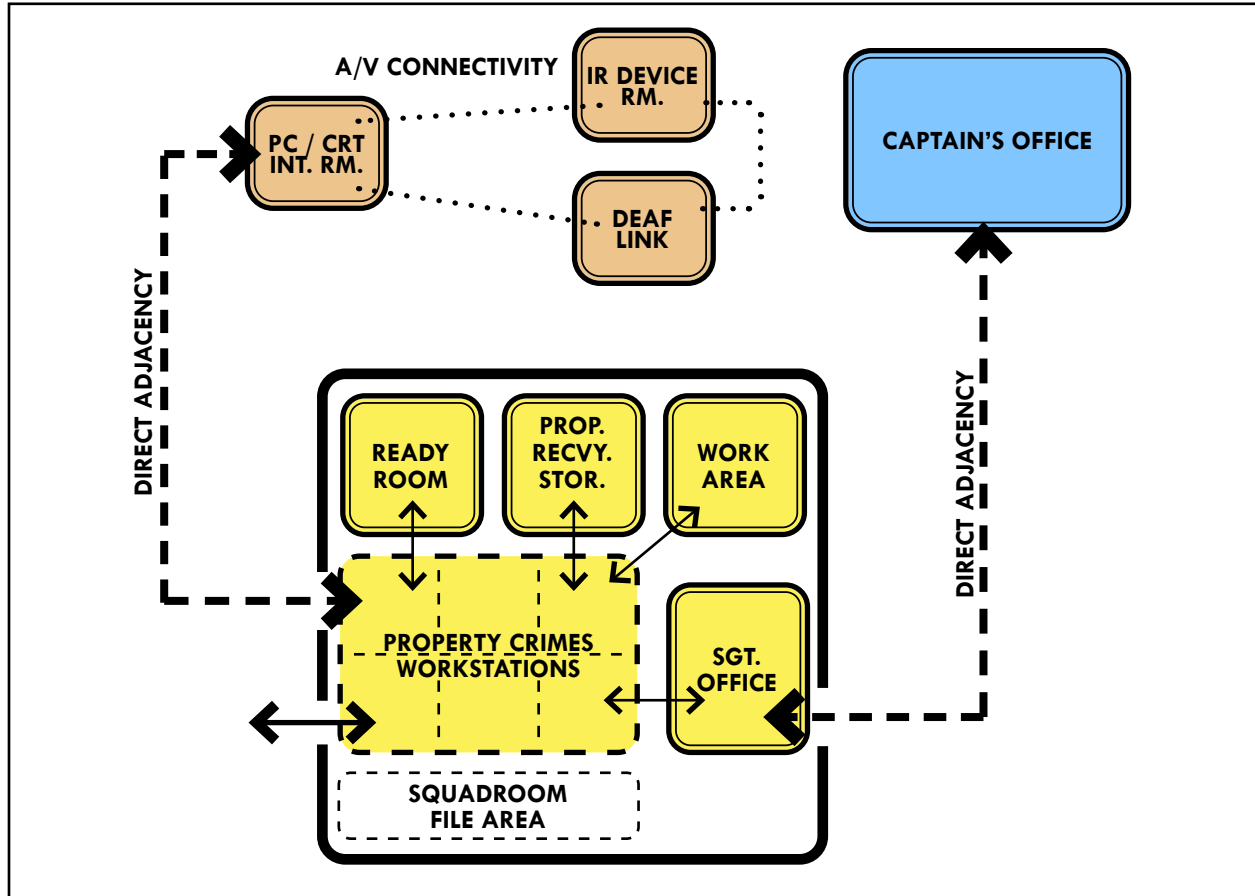
Property Crimes detectives utilize the Interview Room, Interview Room Device Room and Deaf Link area.

Property Crimes requires a CJIS level locked storage room for evidence file storage. They currently have ten full 5-drawer vertical files, and are required to keep documents for a specified length of time. Therefore, they need an additional ten 5-drawer files to handle growth.

4 - Space & Adjacency Requirements

Room by Room Requirements

Detailed Adjacency Diagram - Property Crimes



Adjacencies:

- The Patrol Captain works on a daily basis with the Property Crimes Sergeant
- Property Crimes Detectives work with the public on a daily basis

Special Requirements:

- Property Crimes needs a long gun locker in their Ready Room
- Property Crimes Ready Room and Recovery Room need surveillance
- Property Crimes Recovery Room needs lockable cabinets

4 - Space & Adjacency Requirements

Room by Room Requirements

Space Detail Sheet - Departmental Space List

SAPD CCSS - CRT (Crisis Response Team)						100% Final 3-23-20	
Space Detail - Department Space List	Room Type	# of Areas	*NSF/ Area	# of Occup	Total Area	Remarks	
* Areas are NSF Only							
CRT Sergeant's Office	Management Office (PO2)	1	120	1	120	nsf	
CRT Detective / Case Manager Area (7 total)	Workstations (WS 3)	7	70	7	490	nsf	
Seating Area	Small Seating Area	1	50	4	50	nsf	
Form Table & Brochure Stand	Small Area	1	50	0	50	nsf	
Consultation Room (For 6)	Small Conference Room	1	120	6	120	nsf	
WorkArea (Counter and Cabinets, Copier, Shredder, Office Supplies)	Copy/File Area	1	100	0	100	nsf	Locate Work Room Near SAFFE Entry doors
Ready Room (For SAFFE) (Locate on first floor in two story scheme) Charging Stations for Radios 6 5-shelf moveable storage units 4 2-door Supply Lockers 2 5-drawer lateral files	Small Ready Room	1	100	0	100	nsf	3 5-shelf moveable storage units 2 2-door Supply Lockers Charging Stations for Radios Refrigerator 4 2-door Supply Lockers 2 5-drawer lateral files
Total: 1 sergeant, 7 officers; plan for 5% growth	Total FT Occupants				8	1,030	
1 Shifts: 7:45 am - 4:30pm	5% Planned Growth				0.05	52	
Parking for CRT: 14 total (7 POV, 7 marked & ranked)	Subtotal NASF					1,082	
<i>Need access to Vacuum / compressed air / water station</i>	Departmental Circulation Factor (30%)					324	
					Total DGSF for SAFFE		1,406
All are FT							

Department Description - CRT (Crisis Response Team)

CRT is the department that works with the public when they have been assaulted or have some other serious issue that negatively affects them or their family / children. They work on a daily basis, seeing visitors to the building in order to take statements and go over cases.

CRT detectives and case workers may utilize the Interview Room, Interview Room Device Room and Deaf Link area.

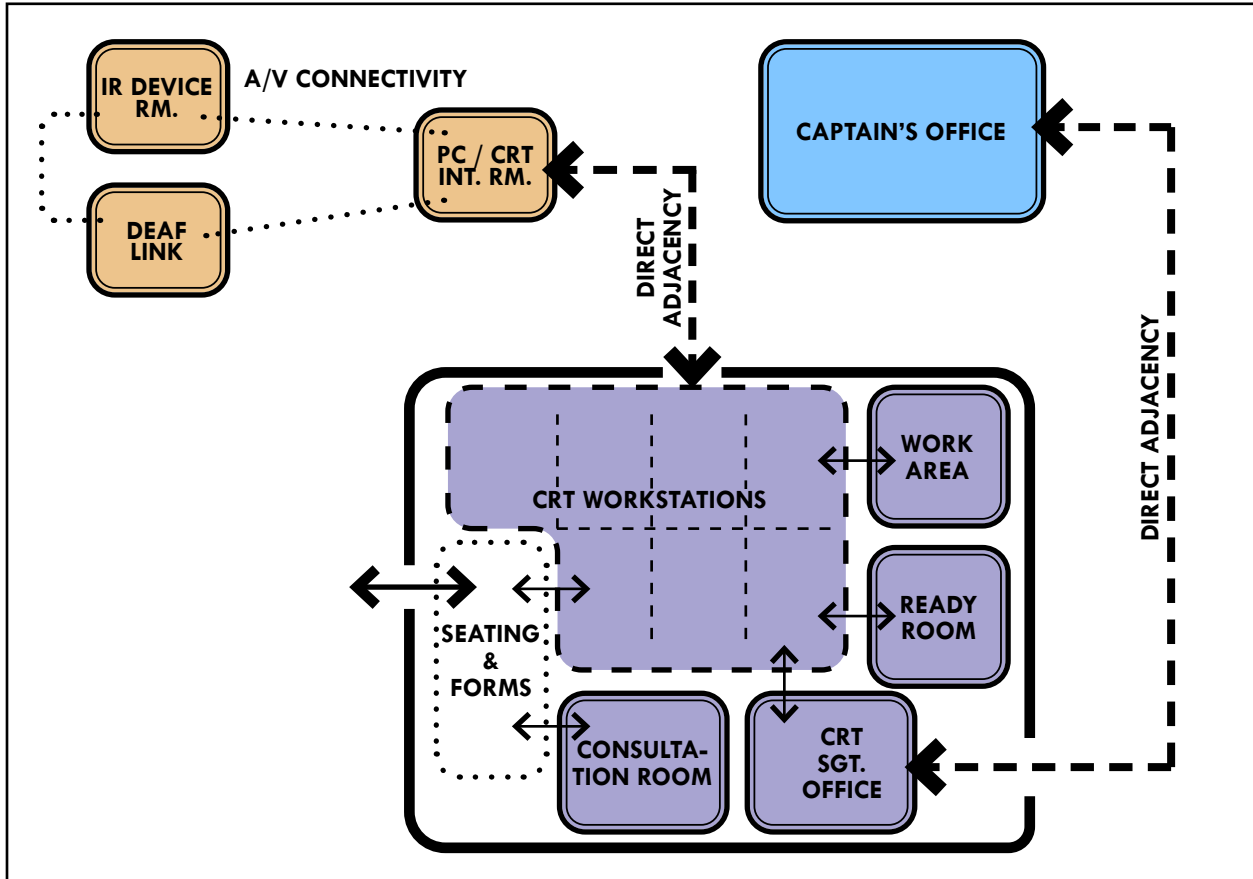
CRT requires a CJIS level locked storage room for evidence file storage.

CRT needs access to a refrigerator and counter, because they keep snacks and comfort items for the children of people who visit the officer to file a report. A TV monitor in the Consultation Room and in the Lobby is needed. The seating area is for informational brochure materials and seating for family members who are waiting.

4 - Space & Adjacency Requirements

Room by Room Requirements

Detailed Adjacency Diagram - Crisis Response Team



Adjacencies:

- The Patrol Captain works on a daily basis with the CRT Sergeant
- CRT Detectives work with the public on a daily basis

Special Requirements:

- CRT Consultation Room needs surveillance
- CRT Consultation Room needs a TV monitor
- CRT Ready Room needs a refrigerator and a counter with lockable cabinets
- Seating and forms are for visitors and their children (with TV Monitor)

4 - Space & Adjacency Requirements

Room by Room Requirements

Space Detail Sheet - Departmental Space List

SAPD CCSS - 2100 Shared Functions						100% Final 3-23-20
Space Detail - Department Space List	Room Type	# of Areas	*NSF/ Area	# of Occup	Total Area	Remarks
Entry Vestibule	Vestibule	1	200	0	200	* Areas are NSF Only 2 small tables & 8 chairs total
Lobby - Hardened walls surrounding all areas w/ Seating Area - Public w/ Brochure Stand & Gun Locker	Open Area Small Waiting Area Open Area	1	400	5	400	2 small tables & 8 chairs total Secure Gun Locker to floor
Magnetometer / Gate Area	Open Area	1	150	0	150	
Shared Conference / Community Room (capacity of 20)	Large Conference Room	1	400	20	400	80" TV Monitor
Restrooms - Public	1M & 1F ADA Restroom	2	N/A	N/A	-	POM (Part of Multiplier)
Service Agent Area Service Agent Counter / Built in Security Camera Workstation / Built in Service Agent Counter (behind work station) Service Agent File Area Service Agent Supply Storage Rooms Service Agent Locker Area	Built in Built in Open Counter Area Small File Area (open) Lockable Room Small Locker Area	2 1 1 1 1 1	36 36 50 50 100 80	2 1 0 0 0 0	72 36 50 50 100 80	Intercom at each workstation / 30" high fixed, built-in work counter w/ 34" high portion for ADA Adjacent to Svc. Agnt. area, 18"x18"x36"
Coffee Counter @ Customer Service Coffee Bar/Sm. Refrigerator/Sink/Microwave/Counter	Coffee Counter (stand alone)	1	100	0	100	Adjacent to Service Agents
Restrooms - Private (Both Floors)	N/A	2	N/A	N/A	-	POM (Part of Multiplier)
Breakroom (1 per Floor) Seating Area for 4 Vending Area (3 machines) Coffee Bar/Refrigerator/Sink/Microwave/Counter w/ locking Cabinets Storage (w/in Breakroom)	Breakroom Open Area Coffee Bar Lockable Storage	2 2	250 50	10 0	500 100	50" TV Monitor
Quiet / Lactation Room	Small Room	1	80	1	80	
Shared Conference Room (capacity of 20)	Large Conference Room	1	400	20	400	Locate on floor and adj. to Captain's Office
Fleet Office	Professional Office (PO1)	1	96	1	96	Locate Near Sworn Entry
Entry "Mud Room" w/Form Counter/ Drop Box Counter KABA Clock Check in Area / Time Clock	Open Counter Area Open Area	1 1	150 50	1 0	150 50	Near service agent's work area
Mailbox Area (Patrol, SAFFE, Property Crimes, CRT)	Open Area	1	150	0	150	adult hand
Body Camera Charger Area (Patrol, SAFFE, Property Crimes)		1	150	0	150	
Report Writing Room Computer Workstation Counter Open Workstation Counter Copier Area & Built in Island (w/storage below, both sides) Form Storage Closet	Benching 2 Benching 2a X-Small Copy/File Open Lockable Room	6 2 1 1	26.25 26.25 60 50	10 4 0 0	158 53 60 50	Charging Stations at each terminal Motorcycle camera download
Roll Call Room Roll Call Room (Divisible into two rooms - A & B) Bulletin Board Areas (one set per side) Podium / AV area (one set per side) File Table / Subpeona Area (one set per side) Misc. Table (one per side) Weapon Inspection Area (one per side) End of Watch Memorials (within Roll Call) Flat Screen Monitor 1 / Side and 1 for Large Layout	Large Seminar Room (A) Small Seminar Room (B & C) 2' x 2' area	1 2 3	1300 650 4	60 30 0	1,300	One Room Divisible into two. Large layout is for Fiesta Events, etc., when multiple shifts are on duty at once.

4 - Space & Adjacency Requirements

Room by Room Requirements

SAPD CCSS - 2100 Shared Functions						100% Final 3-23-20	
Space Detail - Department Space List	Room Type	# of Areas	*NSF/ Area	# of Occup	Total Area		Remarks
Interview Room (Shared Patrol & Property Crimes)	X-Small Conference	2	80	8	160	nsf	One on 1st Floor, One on 2nd near Prop Cr.
Interview Recording Device Room	X-Small Conference	1	80	2	80	nsf	
Deaf Link Area	Benching 2	1	26.25	1	26	nsf	This area is adjacent to Device Room
Locker Rooms (Locker Area)							
Women 40	Locker Room	1	600	varies	600	nsf	1.5 sf per person - Ventilation, drainage, and waterproofing are critical
Men 120	Locker Room	1	1800	varies	1,800	nsf	
Entry Vestibule from Locker Rooms to Fitness Room	Vestibule	2	80	N/A	160	nsf	Configure similarly to PSHQ
Women's Showers, Dressing and Restrooms	Shower/ RR / Change	1	200	N/A	200	nsf	
Men's Showers, Dressing and Restroom Area	Shower/ RR / Change	1	600	N/A	600	nsf	
Fitness Room							Television on 4 walls
Workout Area	Open Area	1	400	8	400	nsf	
Free Weights Area	Open Area	1	100	2	100	nsf	
Machine Area	Open Area	1	150	2	150	nsf	
Small Storage	Small Storage	1	50	0	50	nsf	
General Building Supply Storage (near Mudroom)	Storage Room	1	100	0	100	nsf	
Janitor's Closet	Storage Room	2	100	0	200	nsf	
MDF / Security / AV Room (First Floor)	MDF Room	1	150	0			POM
IDF Room (Second Floor)	IDF Room	1	100	0			POM (Verify Quantity by cable limitations)
	Security Room	1	100	0			POM
Mechanical Room	Mechanical Room	1	TBD	0			POM
Total: 2 Service Agents, 1 Fleet Office; plan for 5% growth			Total FT Occupants	3	9,560		
Service Agents are on 3 shifts for 24 hour coverage			5% Planned Growth	0.05	478		
Parking for Shared Spaces: 3 total (3 POV, 0 marked & ranked)			Subtotal NASF		10,038		
			Departmental Circulation Factor (30%)		3,011		
			Total DGSF for Shared		13,050		

Department Description - Shared Spaces

The areas in the list above are spaces within the building that all people in the building will use on a daily basis. Most of these areas would ideally be on the first floor, but some will have to go on the second.

The areas in gray on the prior page are the areas that are public zone areas that are divided from the sworn or officer areas by a ballistic protection wall and ceiling system, because of the risk of an attack coming from the lobby. These areas will be located off of the public parking and have to be ADA accessible.

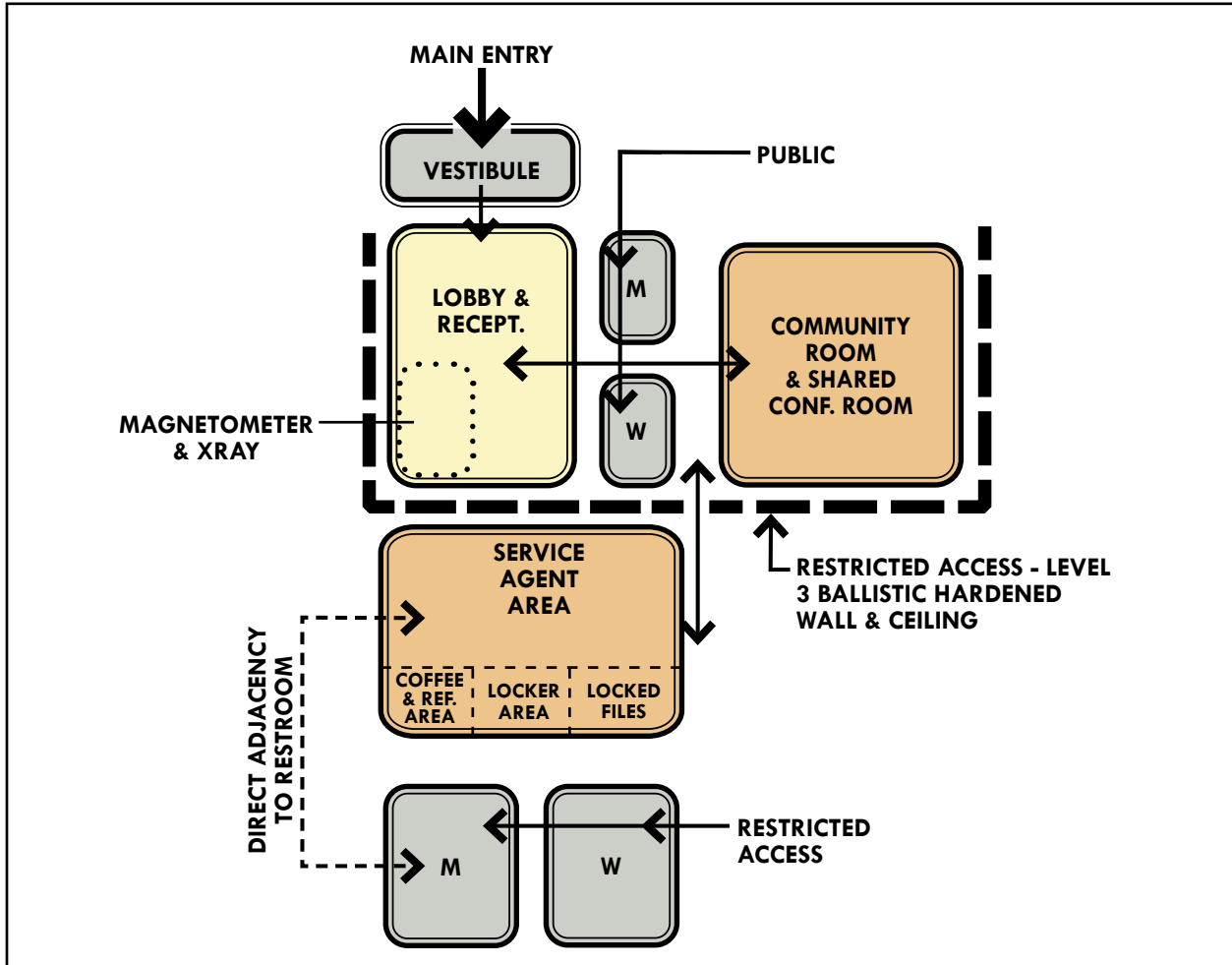
Some of the areas (Mud Room, Body Camera Charging Room, Mail Room, Report Writing and Roll Call) should be grouped by the sworn or officer entry from the secure parking lot.

The Fitness Room needs to be on the first floor, so that dropping of weights is not disturbing to others.

4 - Space & Adjacency Requirements

Room by Room Requirements

Detailed Adjacency Diagram - Public Entry



Adjacencies:

- Community Room and Public Restrooms are outside of hardened area
- Service Agents work 8 hour shifts - Restroom and Break Room quick access needed

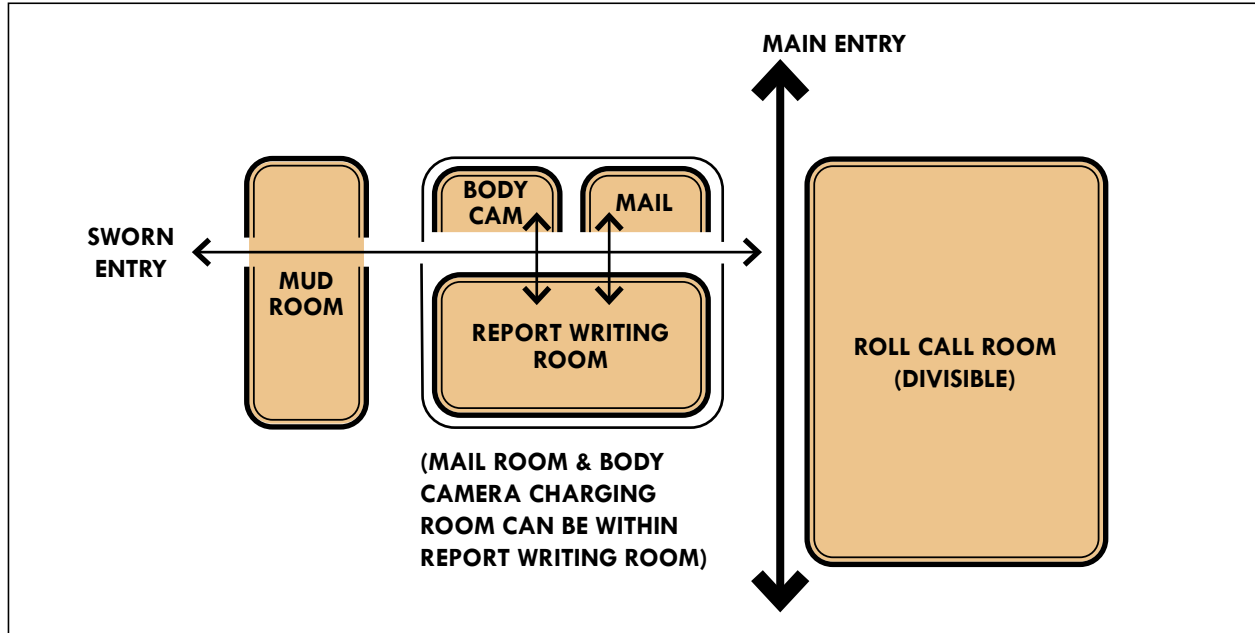
Special Requirements:

- Service Agent will allow access beyond hardened area after visitor has proceeded through Magnetometer / X-Ray
- If no Break Room on 1st Floor, provide coffee bar / refrigerator for Service Agents

4 - Space & Adjacency Requirements

Room by Room Requirements

Detailed Adjacency Diagram - Sworn Entry



Adjacencies:

- Mud Room to be directly off Parking Lot and Report Writing, Body Camera Charging and Mail Room
- Body Camera Charging, Mail and Report Writing Room can be one room
- Body Camera Charging, Mail and Report Writing need to be adjacent to the Roll Call Rooms

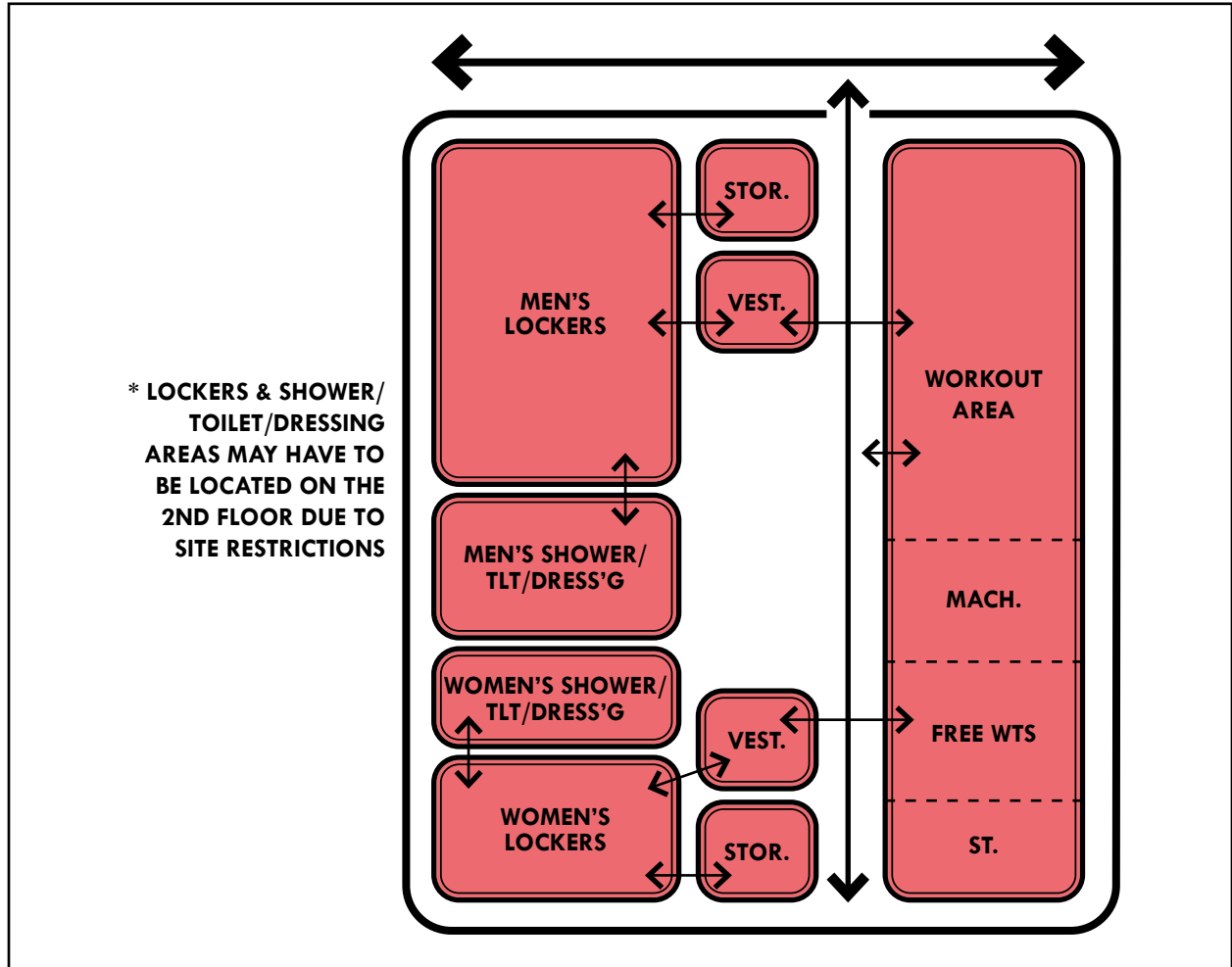
Special Requirements:

- Body Camera Charging Room needs surveillance
- Roll Call Room needs surveillance
- Mud Room to be access controlled from the outside

4 - Space & Adjacency Requirements

Room by Room Requirements

Detailed Adjacency Diagram - Fitness Areas



Adjacencies:

- Fitness Room needs to be on the 1st floor
- Lockers, Showers and Restroom / Changing Areas need to be near to the Fitness Room

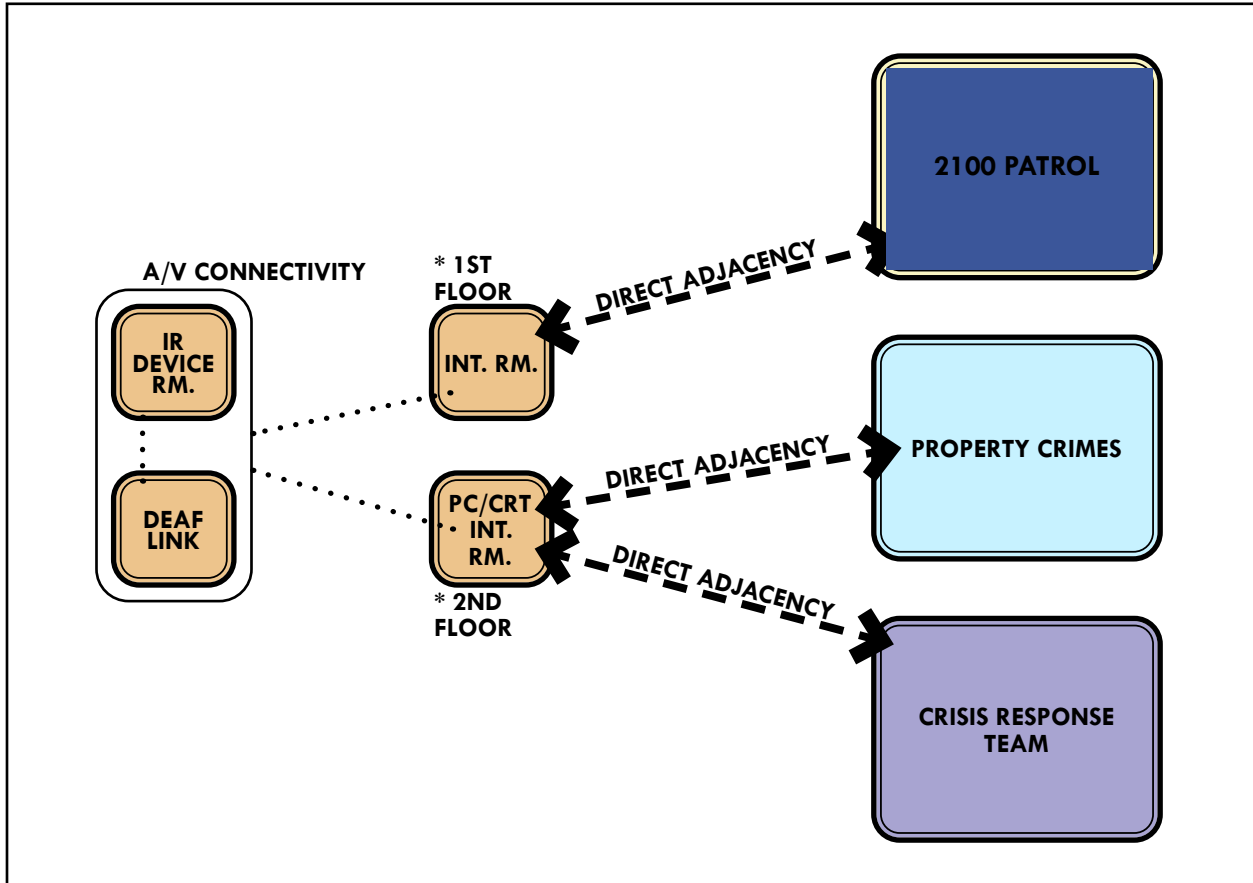
Special Requirements:

- None

4 - Space & Adjacency Requirements

Room by Room Requirements

Detailed Adjacency Diagram - Interview Rooms



Adjacencies:

- Interview Room to be adjacent to Patrol on the 1st Floor
- Interview Room to be located off the Sworn entry on the 1st Floor
- Interview Room to be located near Property Crimes on the 2nd Floor
- CRT Consultation Room may require access to Interview Room Device Room and Deaf Link

Special Requirements:

- None

4 - Space & Adjacency Requirements

Room by Room Requirements

Individual Room Data Sheets

4 - Space & Adjacency Requirements

Room by Room Requirements

Individual Room Data Sheets

The following pages detail each of the typical room types within the building, as well as more specialized spaces.

Room diagrams are for informational purposes and do not depict the only solution. Individual offices and cubicle sizes are taken from the City Of San Antonio's Administrative Directive "AD 1.10".

Public Areas

Lobby / Seating Area

Security / Magnetometer Area

Community Room

Private - Restricted Access Areas (Shared)

Service Agent Area

Mud Room

Body Camera Charging Area

Mailbox Area

Report Writing Room

Roll Call Room (A & B Divisible)

w/ AV Podium and Bulletin Board Area

Interview Room

Interview Device Room

Deaf Link Station

Large Ready Room (Patrol)

Small Ready Room (SAFFE, Property Crimes, CRT)

Shared Conference Room

CRT Consultation Room

Break Room

Quiet / Lactation Room

Fitness Room

Locker Rooms (Men & Women)

Captain's Office Waiting Area

CRT Seating Area

w/ space for brochures & forms table

Individual Offices

Captain's Office (Executive Office PO-5)

Lieutenant's Office (Management Office PO-2)

Sergeant's Office (Private Office (shared) PO-2)

Fleet Office (Private Office PO-1)

4 - Space & Adjacency Requirements

Room by Room Requirements

Workstations/Cubicles

Patrol Sergeants' Squad Room (6 Management Workstations WS-5)

w/ Sergeant's File Area (Open w/in Squad Room)

SAFFE Patrol Officer Area (6 Workstations WS-1)

w/ Bulletin Board Area

Property Crimes Detectives Squad Room (6 Professional Workstations WS-3)

w/ Sergeant's File Area (Open w/in Squad Room)

CRT Workstation Area (7 Professional Workstations WS-3)

w/ Bulletin Board Area

Work & Storage Areas

UEDI Room (Secure)

Copy / File / Work Area

Large File Area (Open)

Small File Area (Open)

Misc. Storage Room (Large)

Misc. Storage Room (Small)

Property Recovery Storage Room

Support Areas

MDF & Security Room

IDF Room

Mechanical Room (w/passage to roof)

Electrical Room

Janitor's Closet

Fire Control / Alarm Room

General Building Supply Storage

Public & Staff Restrooms

Exterior Areas

Compressed Air, Vacuum and Water Station

Cone & Flare Storage

4 - Space & Adjacency Requirements

Room by Room Requirements - Individual Room Data Sheets

ROOM: Lobby / Seating Area

Department: Shared Functions

Total Quantity: 1
 Room Area (NASF): 400
 Occupancy: +/- 5

Room Function:

This area is where the public accesses the police facility. It is a secure space, with intercom / ballistic baffle and remote access from the service agents desk. The walls behind this room, the Community Rooms, and restrooms are to be hardened to a UL752 ballistic level of 3.

PHYSICAL CONFIGURATION:

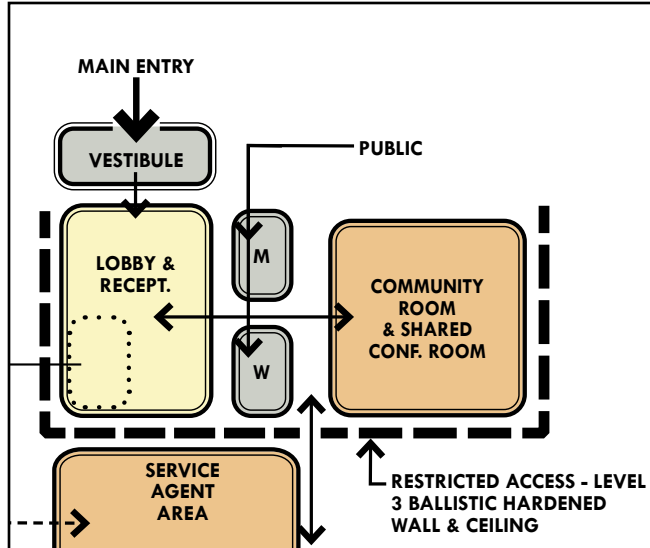
Adjacency:

Front Entry, Service Agents Area, Public Restrooms, Community Room, Security / Magnetometer

Proximity: NA

Furnishings & Equipment: See below

Diagram



Note: This diagram is for illustration of a possible option and should not serve as the only option for the design team to consider



4 - Space & Adjacency Requirements

Room by Room Requirements - Individual Room Data Sheets

ROOM: Lobby / Seating Area

TECHNICAL REQUIREMENTS

Architectural Requirements:

- Floor: Tile
- Base: Tile
- Walls: Hardened GWB UL 752, painted (see diagram for location) w/ acoustical finishes
(See Public Works for preferred metal panel reinforced walls)
- Ceiling: Hardened GWB UL 752, painted (see diagram for location)
- Daylighting: Yes, UL 752 Ballistic Level 3 glazing and frames
- Visual Connection: Entry doors, Service Agents Area, Magnetometer
- Window Shading: No. Exterior glazing to meet San Antonio Energy Codes

Climate Control:

- Temperature & Humidity: 68° to 75° @ 50% RH
Design Team to verify if separate HVAC is required for the Lobby.
- Natural Ventilation: NA

Furniture, Fixture and Equipment Requirements:

- Copier: No
- Shredder: No
- Charging Station: No
- One 30" table
- Two guest chairs (for tables)
- Two guest chairs (ganged) Secured to floor
- One brochure / magazine rack secured to floor
- One weapons storage unit (5 locked cabinets) secured to floor

Electrical /IT/Security:

- Artificial Lighting: LED (per Energy Code)
- Footcandle (fc): 50 to 55 fc
- Occupancy Sensor: No
- Dedicated Circuits: Yes, to exterior entry
- Data Outlets: Yes
- Wireless Access: Yes
- Intercom Speaker: Yes, connected to Exterior Video Intercom
- Electric Strikes: Yes, Keyed Lock-down at Main entry
- Door Locks: Yes and Proximity card at exterior entry, and Service Agent Area/ Magnetometer
Entry Area, Lock-Down at Main Entry
- A/V Special Systems: Yes: Video intercom at entrance; Public Safety Consultant recommends a display monitor with Police / Community announcements and monthly event calendar

Mechanical & Plumbing:

- Exhaust Fan: NA
- Return Air: Yes - separate from Sworn Areas behind secure doors
- Hot Water: NA
- Plumbing Fixtures: NA

4 - Space & Adjacency Requirements

Room by Room Requirements - Individual Room Data Sheets

ROOM: Security / Magnetometer Area

PHYSICAL CONFIGURATION:

Department: Shared Functions

Adjacency:

Front Entry, Lobby, Service Agents

Total Quantity: 1
Room Area (NASF): 150
Occupancy: NA

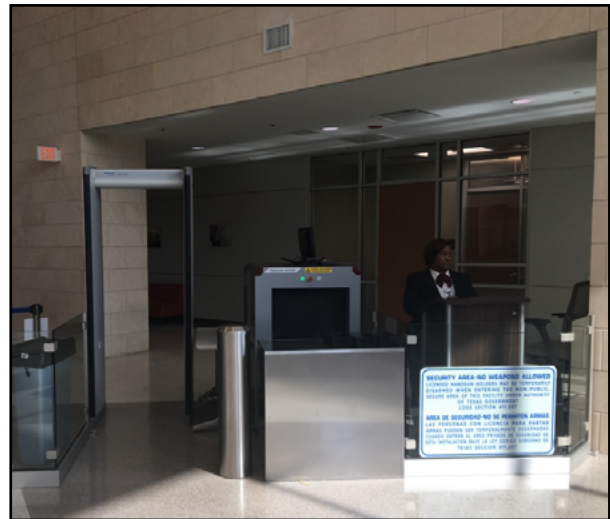
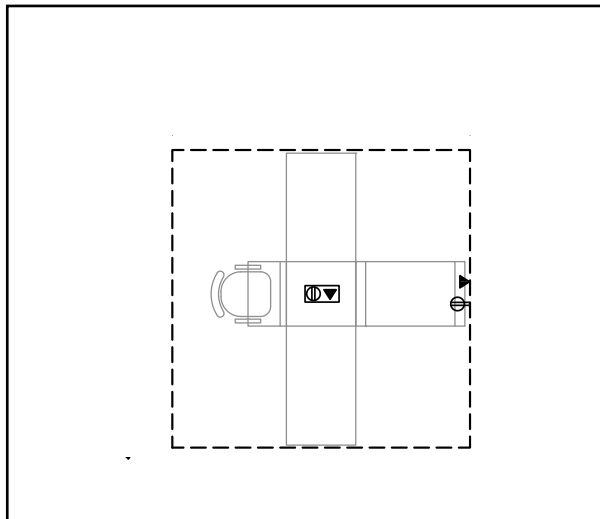
Proximity: NA

Furnishings & Equipment: See below

Room Function:

This area is for security /screening persons who are entering the building and needing to access the Sworn Areas. This space will be utilized by a Service Agent or police officer to screen visitors for entry. The proximity card accessible sworn side will be adjacent to this area.

Diagram



Note: This diagram is for illustration of a possible option and should not serve as the only option for the design team to consider

TECHNICAL REQUIREMENTS

Architectural Requirements:

- Floor: VCT / Tile
- Base: Vinyl / Tile
- Walls: Hardened GWB @ sworn side (see diagram for location) vinyl wall covering. Wall on sworn side to extend to deck, if possible.
- Ceiling: Hardened GWB, painted (see diagram for location)
- Daylighting: NA
- Visual Connection: Entry doors, Lobby, Service Agents Area
- Window Shading: NA

4 - Space & Adjacency Requirements

Room by Room Requirements - Individual Room Data Sheets

ROOM: Security / Magnetometer Area

TECHNICAL REQUIREMENTS, CONTINUED

Climate Control:

- Temperature & Humidity: 68° to 75° @ 50% RH
- Natural Ventilation: NA

Furniture, Fixture and Equipment Requirements:

- Copier: No
- Shredder: No
- Charging Station: No
- X-Ray unit with Conveyor and Operator area (small)
- Metal Detector Unit (small)
- Task Chair for security operator

Electrical /IT/Security:

- Artificial Lighting: Fluorescent or LED (per Energy Code)
- Footcandle (fc): 50 to 55 fc
- Occupancy Sensor: No
- Dedicated Circuits: Yes, to magnetometer equipment
- Data Outlets: Yes, to magnetometer equipment
- Wireless Access: Yes
- Intercom Speaker: No
- Electric Strikes: No
- Door Locks: No, Electric Strike and doors between Lobby and Hardened Zone adjacent to area
- A/V Special Systems: NA
- Floor Outlets: Floor and Data Outlets centered on x-ray machine as required by manufacturer.

Mechanical & Plumbing:

- Exhaust Fan: NA
- Return Air: Yes, HVAC to be separated from Sworn Areas.
- Hot Water: NA
- Plumbing Fixtures: NA

Special Requirements

- Provide Electrical and Data as required by manufacturer

4 - Space & Adjacency Requirements

Room by Room Requirements - Individual Room Data Sheets

ROOM: Community Room

Department: Shared Functions

Total Quantity: 1
Room Area (NASF): 400
Occupancy: 10

Room Function:

This room is included for public meetings and gatherings for the public and the police. It should operate as a conference room, but be rearranged into an instructional layout depending on the speaker / activity being held.

PHYSICAL CONFIGURATION:

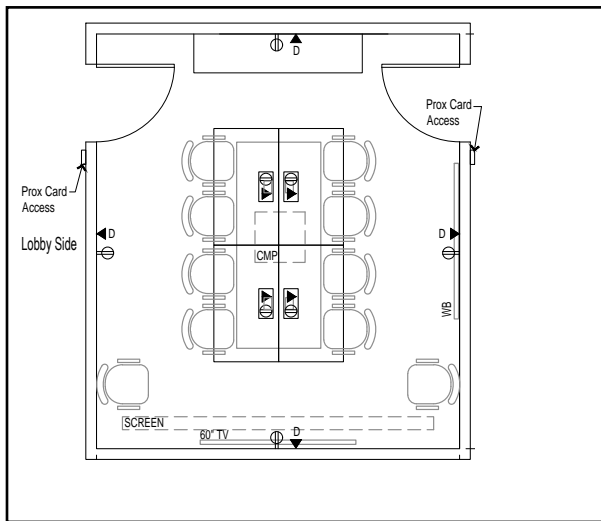
Adjacency:

Front entry, Lobby, Service Agents, Public Restrooms, Security / Magnetometer Area

Proximity: NA

Furnishings & Equipment: See below

Diagram



Note: This diagram is for illustration of a possible option and should not serve as the only option for the design team to consider

TECHNICAL REQUIREMENTS

Architectural Requirements:

- Floor: VCT
- Base: Vinyl
- Walls: Hardened GWB @ sworn or restricted access side (see diagram for location)
Vinyl wall covering
Walls on sworn or restricted access side extend to deck
- Ceiling: Hardened GWB, painted (see diagram for location)
- Daylighting: NA
- Visual Connection: Lights in doors to sworn side hallway
- Window Shading: NA

4 - Space & Adjacency Requirements

Room by Room Requirements - Individual Room Data Sheets

ROOM: Community Room

TECHNICAL REQUIREMENTS, CONTINUED

Climate Control:

- Temperature & Humidity: 68° to 75° @ 50% RH
- Natural Ventilation: NA

Furniture, Fixture and Equipment Requirements:

- Copier: No
- Shredder: No
- Charging Station: No
- COBAN Charger: No
- Motorcycle Cam Charger: No
- Six to eight individual tables (30" x 48" approx. with the ability to be configured into on large table
- 24 guest chairs (cleanable)
- One credenza / storage unit for AV / Computer

Electrical /IT/Security:

- Artificial Lighting: Dimmable fluorescent or LED (per Energy Code)
- Footcandle (fc): 30 to 55 fc
- Occupancy Sensor: Yes
- Dedicated Circuits: Yes, to credenza and wall mounted large screen monitor
- Data Outlets: Yes, at tables, floor and walls
- Wireless Access: Yes
- Intercom Speaker: Yes
- Electric Strikes: No
- Door Locks: Yes
- A/V Special Systems: Ceiling mounted projector, 60" large screen TV / monitor
- Floor Outlets: Floor and Data Outlets centered on room

Mechanical & Plumbing:

- Exhaust Fan: NA
- Return Air: Yes, HVAC to be separated from Sworn Areas.
- Hot Water: NA
- Plumbing Fixtures: NA

Special Requirements

- This room should have durable, cleanable finishes

4 - Space & Adjacency Requirements

Room by Room Requirements - Individual Room Data Sheets

ROOM: Service Agent Area

Department: Shared Functions

Total Quantity: 1
Room Area (NASF): 488
Occupancy: 3

Room Function:

This open area houses work space for to Service Agents who man the service desk, as well as a workstation for ITSD security equipment and security monitor screen. The area should be behind ballistic glass (Level 3). The agents work for 8 hour shifts and need to be near the restroom and a set of Service Agent lockers.

This area will house the Fire Alarm panel, AED / Defibrillator, Bleed Kit and two base station radios behind the counter area. The building security and lock down equipment is located behind the counter.

PHYSICAL CONFIGURATION:

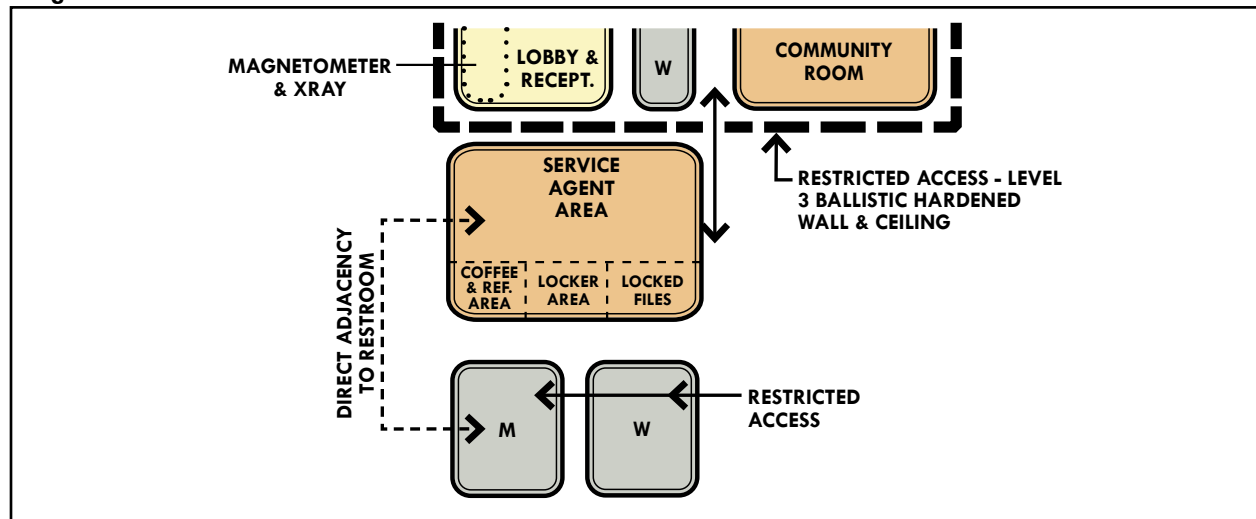
Adjacency:

Direct - Sworn side restrooms, Lockers, Front entry, Lobby, Security / Magnetometer

Proximity: Community Room, Mud Room

Furnishings & Equipment: See below

Diagram



Note: This diagram is for illustration of a possible option and should not serve as the only option for the design team to consider.

TECHNICAL REQUIREMENTS

Architectural Requirements:

- Floor: VCT
- Base: Vinyl
- Walls: Hardened GWB @ Sworn side (see diagram for location), Painted Hardened Customer service counter w/ U: 7852 Level 3 Ballistic glass and counter die wall (Level 3 or 5 metal sheets).
- Ceiling: Hardened GWB with Level 3 Ballistic glass - extended hardening to ceiling
- Daylighting: Borrowed light from Lobby
- Visual Connection: Entry doors, Lobby, Community Room
- Window Shading: NA

4 - Space & Adjacency Requirements

Room by Room Requirements - Individual Room Data Sheets

ROOM: Service Agent Area

TECHNICAL REQUIREMENTS, CONTINUED

Climate Control:

- Temperature & Humidity: 68° to 75° @ 50% RH
- Natural Ventilation: NA

Furniture, Fixture and Equipment Requirements:

- Copier: Yes
- Shredder: Yes
- Charging Station: No
- Workstations: Yes, Benching 2 type, connected
- AED / Defibrillator
- Bleed Kit
- Base Station Radio
- Drawer/ Pass thru w/ integral, hard wired speakers and microphones (**Public Works - ITSD has preferred microphones**)
- Two Phones - one regular phone, and one video phone connected to video intercoms at exterior entrances
- Duress capability - either remote alarm button or voice dialer on dedicated circuit
- Access control from Lobby into hardened area at workstation counter

Electrical /IT/Security:

- Artificial Lighting: Fluorescent or LED (per Energy Code)
- Footcandle (fc): 50 to 55 fc
- Occupancy Sensor: No
- Dedicated Circuits: Yes, as required for all equipment
- Data Outlets: Yes, as required for all equipment
- Wireless Access: Yes
- Intercom Speaker/ Base Unit: Yes, connected to building security / access control station and camera monitors
- Electric Strikes: Yes @ door to magnetometer area w/ control at each counter workstation
- Door Locks: Yes @ door to magnetometer area, proximity card access to Service Agent Area keyed lock-down device to be located at the security station / Serv. Agent station
- A/V Special Systems: Security camera equipment and monitor @ second workstation
- Emergency Power: Yes, connect to backup generator
- Counter Outlets: Electrical and Data outlets at work counters per code and equipment requirements, CoSA Physical Security System Infrastructure Guidelines , CoSA Structured Cabling Infrastructure Guidelines, and Public Works Facility Design Guidelines & Standards

for City

Buildings & Parks

Mechanical & Plumbing:

- Exhaust Fan: NA
- Return Air: Yes, HVAC for this area to be separated from Lobby
- Hot Water: NA
- Plumbing Fixtures: NA

Special Requirements

Service Counter to have required Accessible (ADA) Transaction Counter section (per TAS 2012) at Lobby side.
 Police Station on 3rd Floor - Building Program - 100% Final

Douglas Architects, Inc.

4 - Space & Adjacency Requirements

Room by Room Requirements - Individual Room Data Sheets

ROOM: Mud Room

Department: Shared Function

Total Quantity: 1
Room Area (NASF): 200
Occupancy: NA

Room Function:

This room is the first space officers encounter off of their entry area, and is where they file reports, access a work counter or group bulletin boards. It is to be located directly off of the Sworn Entry Area and Roll Call, Report Writing, Mail Room and Body Camera Charging Area.

Ideally, it should have 10 feet of walk off mats. This room will act as a vestibule for the building's secondary entry.

PHYSICAL CONFIGURATION:

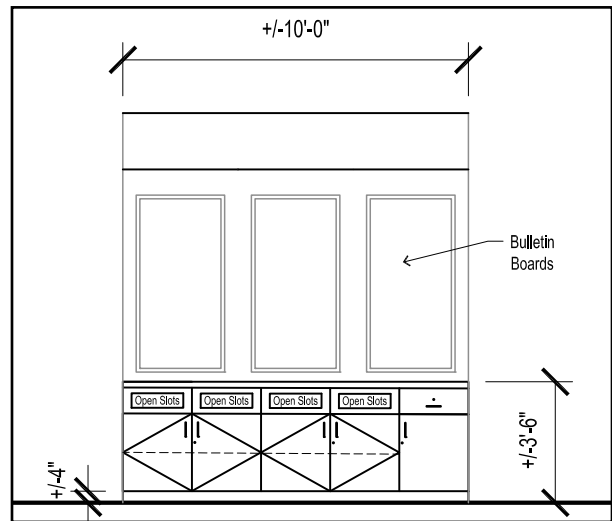
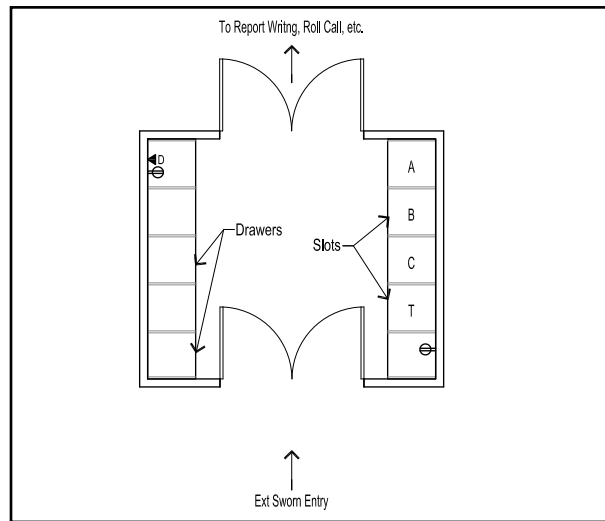
Adjacency:

Direct - Parking Area Path, Sworn Entry, Roll Call Room, Mail Room and Body Camera Charging area, Report Writing

Proximity: Exterior Sworn Entry off of Parking

Furnishings & Equipment: See below

Diagram



Note: These diagrams are for illustration of a possible option and should not serve as the only option for the design team to consider.

TECHNICAL REQUIREMENTS

- Floor: VCT / Tile w/walk off mats
- Base: Vinyl / Tile
- Walls: Painted GWB w/ durable, cleanable wainscot material and "chair-rail"
- Ceiling: Suspended Acoustical Ceiling Tile
- Daylighting: Preferred, but not required
- Visual Connection: Sworn Entry doors
- Window Shading: NA

4 - Space & Adjacency Requirements

Room by Room Requirements - Individual Room Data Sheets

ROOM: Mud Room

TECHNICAL REQUIREMENTS, CONTINUED

Climate Control:

- Temperature & Humidity: 68° to 75° @ 50% RH
- Natural Ventilation: NA

Furniture, Fixture and Equipment Requirements:

- Copier: No
- Shredder: No
- Charging Station: No
- 42" high counter along one wall with cabinets below
- Paperwork slots for 9" x 12" paper, and shelving below
- Bulletin boards on wall above counter
- Trash and recycle bins

Electrical /IT/Security:

- Artificial Lighting: Fluorescent or LED (per Energy Code)
- Footcandle (fc): 50 to 55 fc
- Occupancy Sensor: No
- Dedicated Circuits: No
- Data Outlets: No
- Wireless Access: Yes
- Intercom Speaker/ Base Unit: No. Intercom to be in all common areas and over the phone system.
- Electric Strikes: Yes @ exterior entrance door connected to building access control system
- Door Locks: Yes @ exterior entrance door connected to building access control system
- A/V Special Systems: Security camera
- Counter Outlets: Electrical outlets at work counters per code

Mechanical & Plumbing:

- Exhaust Fan: NA
- Return Air: Yes
- Hot Water: NA
- Plumbing Fixtures: NA

Special Requirements

4 - Space & Adjacency Requirements

Room by Room Requirements - Individual Room Data Sheets

ROOM: Body Camera Charging Area

Department: Shared Function

Total Quantity: 1
Room Area (NASF): 150
Occupancy: Varies

Room Function:

This area is to contain the majority of the charging stations for the facility. This area should be located right off the Mud Room. The walls of this room will require panels to support stacked columns of body camera chargers. Each charging unit contains 6 ports. Units can stack as shown in the photos and information below. Because

of the amount of charger units housed here, additional HVAC will be needed, as well as quad electrical outlets and data ports at each unit.

PHYSICAL CONFIGURATION:

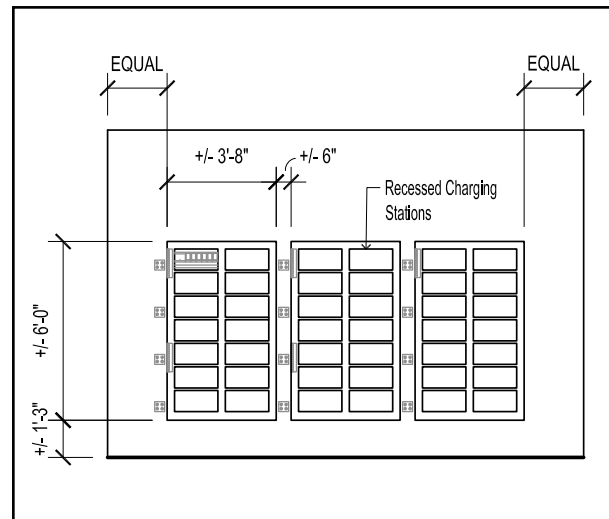
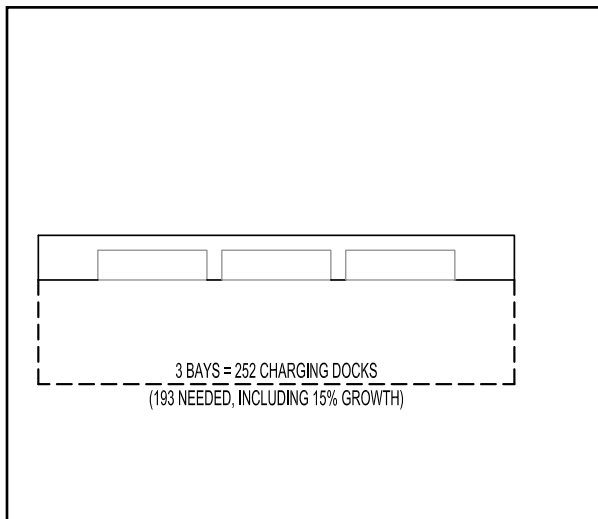
Adjacency:

Direct - Mail Room, Mud Room, Sworn Entry, Report Writing (can be combined into one room with Mail & R.W.)
 Indirect - Roll Call Room, Ready Rooms

Proximity: NA

Furnishings & Equipment: See below

Diagram



Note: These diagrams are for illustration of a possible option and should not serve as the only option for the design team to consider.

TECHNICAL REQUIREMENTS

Architectural Requirements:

- Floor: VCT / Tile
- Base: Vinyl / Tile
- Walls: Painted impact resistant GWB or painted plywood w/ durable, cleanable finish
- Ceiling: Suspended Acoustical Ceiling Tile
- Daylighting: Preferred, but not required
- Visual Connection: Sworn entry
- Window Shading: NA

4 - Space & Adjacency Requirements

Room by Room Requirements - Individual Room Data Sheets

ROOM: Body Camera Charging Area

TECHNICAL REQUIREMENTS, CONTINUED

Climate Control:

- Temperature & Humidity: 68° to 75° @ 50% RH
- Natural Ventilation: NA
- This area / room may require additional cooling due to large amount of charging units

Furniture, Fixture and Equipment Requirements:

- Copier: No
- Shredder: No
- Charging Station: Yes
- 4' x 6' Plywood panels (painted) mounted (see photo)
- Four-plex outlets (see sketch or manufacturer's req's.)
- Data connections per manufacturer's requirements.

Electrical /IT/Security:

- Artificial Lighting: Fluorescent/LED (Code)
- Footcandle (fc): 50 to 55 fc
- Occupancy Sensor: No
- Dedicated Circuits: Yes
- Data Outlets: Yes
- Wireless Access: Yes
- Intercom Speaker/ Base Unit: No
- Electric Strikes: NA
- Door Locks: NA
- A/V Special Systems: Security Camera
- Electrical Outlets: See above
- Data Outlets: See above
- **Surveillance Cameras in this area**

Mechanical & Plumbing:

- Exhaust Fan: NA
- Return Air: Yes, this space will require additional HVAC (cooling) due to the large number of chargers and associated electrical
- Hot Water: NA
- Plumbing Fixtures: NA

Special Requirements



4 - Space & Adjacency Requirements

Room by Room Requirements - Individual Room Data Sheets

ROOM: Mailbox Area

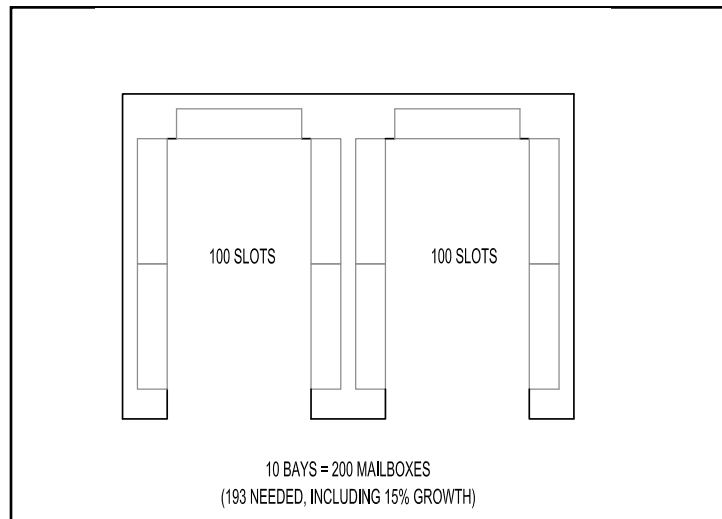
Department: Shared Functions

Total Quantity: 1
Room Area (NASF): 150
Occupancy: N/A

Room Function:

This area is to contain the mailboxes for the majority of staff at the facility. This area can be combined with the Report Writing Room and be located right off the Mud Room. The mailbox units are to be recessed in the walls and can have locking cabinets below, similarly to the Public Safety Headquarters.

Diagrams



PHYSICAL CONFIGURATION:

Adjacency:

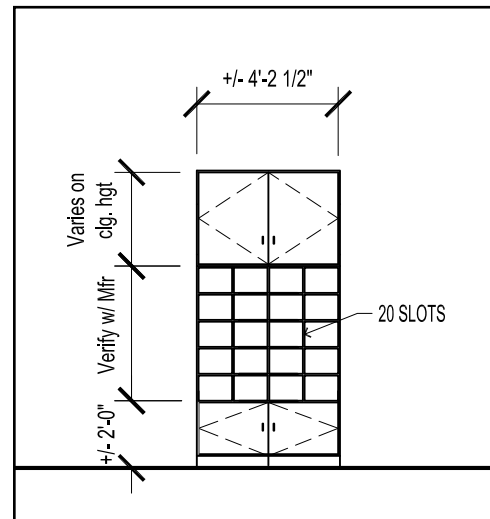
Mud Room, Report Writing Room, Roll Call, Body Camera Charging Area (can be combined into one room with Mail & R.W.)

Proximity: NA

Furnishings & Equipment: See below

Mailboxes to be self contained units.

Names on mailboxes need to be easily changeable so that they can be quickly rearranged in alphabetical order when new people are hired.



Note: These diagrams are for illustration of a possible option and should not serve as the only option for the design team to consider.

TECHNICAL REQUIREMENTS

Architectural Requirements:

- Floor: VCT / Tile
- Base: Vinyl / Tile
- Walls: Painted GWB (durable finish and corner guards)
- Ceiling: Suspended Acoustical Ceiling Tile
- Daylighting: Preferred, but not required
- Visual Connection: Sworn entry doors
- Window Shading: NA

4 - Space & Adjacency Requirements

Room by Room Requirements - Individual Room Data Sheets

ROOM: Mailbox Area

TECHNICAL REQUIREMENTS, CONTINUED

Climate Control:

- Temperature & Humidity: 68° to 75° @ 50% RH
- Natural Ventilation: N/A

Furniture, Fixture and Equipment Requirements:

- Copier: No
- Shredder: No
- Charging Station: No
- Built in mail slot units (plastic laminate)
- Storage cabinets below mail slots
- Trash and recycle bins

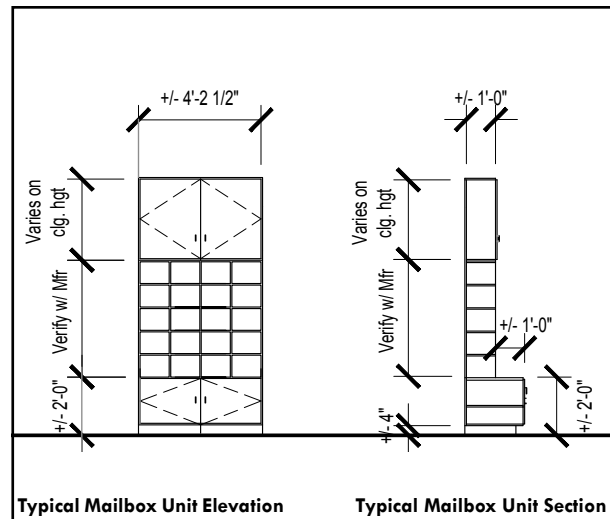
Electrical /IT/Security:

- Artificial Lighting: Fluorescent or LED (per Energy Code)
- Footcandle (fc): 50 to 55 fc
- Occupancy Sensor: No
- Dedicated Circuits: No
- Data Outlets: No
- Wireless Access: Yes
- Intercom Speaker/ Base Unit: No
- Electric Strikes: No
- Door Locks: No
- A/V Special Systems: Security Camera

Mechanical & Plumbing:

- Exhaust Fan: NA
- Return Air: Yes
- Hot Water: NA
- Plumbing Fixtures: NA

Special Requirements



Note: These diagrams are for illustration of a possible option and should not serve as the only option for the design team to consider.

4 - Space & Adjacency Requirements

Room by Room Requirements - Individual Room Data Sheets

ROOM: Report Writing Room

Department: Shared Functions

Total Quantity: 1
Room Area (NASF): 320
Occupancy: 8 seats / work areas

Room Function:

This room is used by all officers who use the building. It should be associated with the sworn entry functions. The room should house 6 computer workstations for inputting and issuing reports, as well as 2 workstations without a computer. The workstation / counters should be built in and have open, adjustable shelving above for forms

storage. A center island with staplers and other office supplies should be provided, with open shelving below, along with a large network copier / printer, trash and recycle bins.

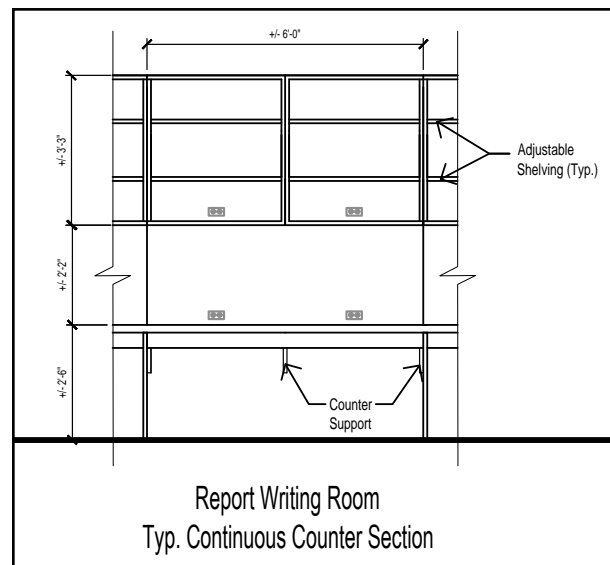
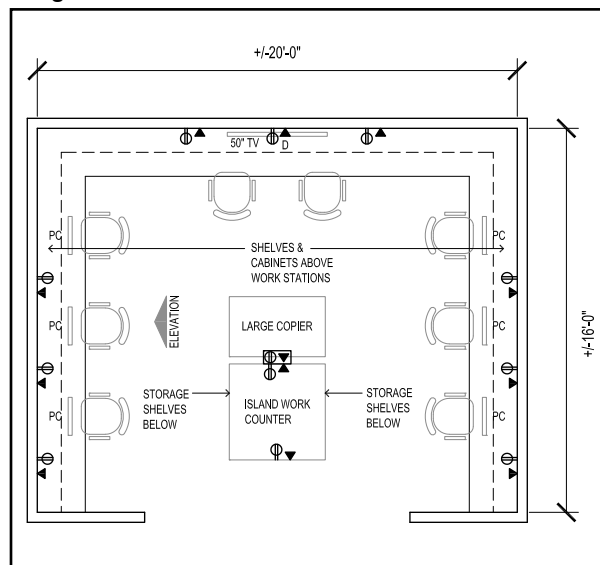
PHYSICAL CONFIGURATION:

Adjacency: Mud Room, Roll Call Room, Mailbox Area, Body Camera Charging Area

Proximity: NA

Furnishings & Equipment: See below

Diagram



Note: These diagrams are for illustration of a possible option and should not serve as the only option for the design team to consider.

TECHNICAL REQUIREMENTS

Architectural Requirements:

- Floor: VCT / Tile
- Base: Vinyl / Tile
- Walls: Painted GWB
- Ceiling: Suspended Acoustical Ceiling Tile
- Daylighting: Preferred, but not required
- Visual Connection: None
- Window Shading: NA

4 - Space & Adjacency Requirements

Room by Room Requirements - Individual Room Data Sheets

ROOM: Report Writing Room

TECHNICAL REQUIREMENTS, CONTINUED

Climate Control:

- Temperature & Humidity: 68° to 75° @ 50% RH
- Natural Ventilation: NA

Furniture, Fixture and Equipment Requirements:

- Copier: Yes
- Shredder: Yes
- Charging Station: No
- 50" TV w/ Cable & Data
- Built in work counters with 6 computer (CPU and Monitor) stations
- Built in work counter for 2 stations with no computer
- Built in shelving above all work counters (adjustable shelving)
- Built in island w/ cabinets and adjustable shelving below / locks at lower counter cabinets
Electrical and Data at island
- Copier
- Trash and Recycle bins
- Shredder
- Bulletin Boards (2) on one wall near entry
- 8 Rolling Chairs

Electrical /IT/Security:

- Artificial Lighting: LED or Fluorescent (per Energy Code)
- Footcandle (fc): 50 to 55 fc
- Occupancy Sensor: Yes
- Dedicated Circuits: Yes
- Data Outlets: Yes
- Wireless Access: Yes
- Intercom Speaker: Yes
- Electric Strikes: No
- Door Locks: No
- A/V Special Systems: Security Camera / TV Monitors
- Emergency Power: Yes, connect to backup generator

Mechanical & Plumbing:

- Exhaust Fan: NA
- Return Air: Yes
- Hot Water: NA
- Plumbing Fixtures: NA

Special Requirements

4 - Space & Adjacency Requirements

Room by Room Requirements - Individual Room Data Sheets

ROOM: Roll Call Room (A & B Divisible)

to pick up important materials such as court summons or appointments.

Department: Shared Functions

PHYSICAL CONFIGURATION:

Total Quantity: 1 (Full Open Configuration)
Room Area (NASF): 1,300 (2 @ 650)
Occupancy: 60 total (30 per side)
Assembly

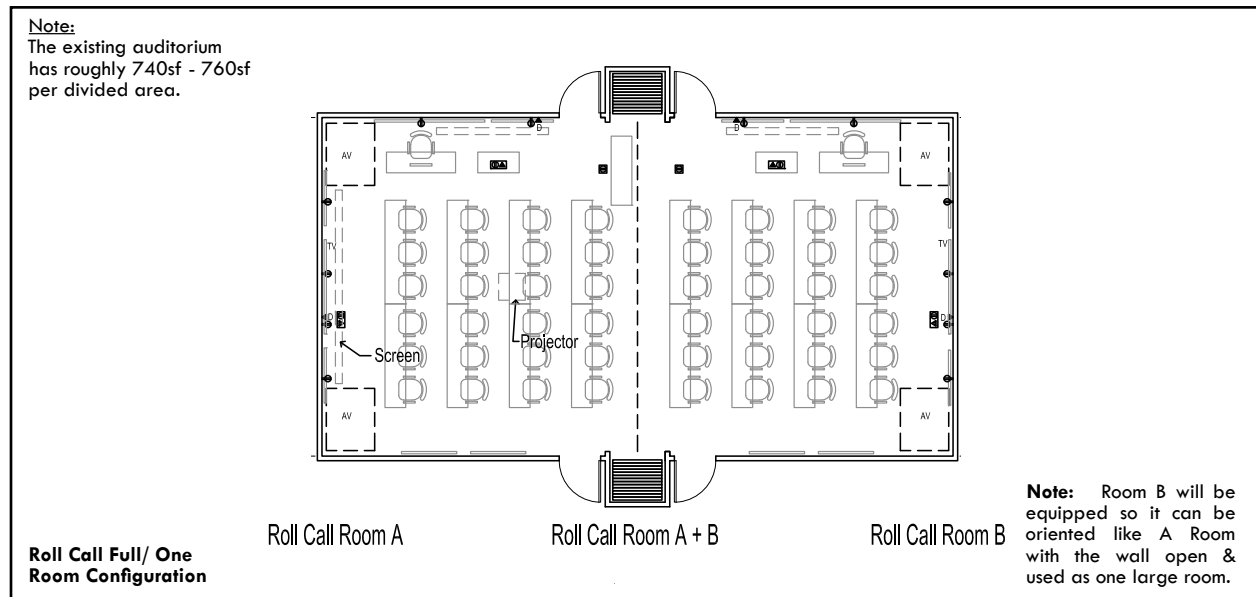
Adjacency:
 Sworn Entry, Mud Room, Report Writing, Body Camera Charging Area, Mail Room

Room Function:
 This room is for police officer / shift briefing - where supervisors take attendance, inspect uniforms and equipment, inform the oncoming shift personnel of new or ongoing incidents that may have occurred, inform officers of suspects to be on the lookout for and relate any legal or procedural changes, etc., and for officers

Proximity: NA

Furnishings & Equipment: See below

Diagram



Note: This diagram is for illustration of a possible option and should not serve as the only option for the design team to consider.

TECHNICAL REQUIREMENTS

Architectural Requirements:

- Floor: VCT / Tile
- Base: Vinyl / Tile
- Walls: Painted GWB w/ durable, cleanable wainscot material and "chair-rail" on solid walls, moveable walls to be vinyl coated fabric.
- Ceiling: Suspended Acoustical Ceiling Tile
- Daylighting: Preferred, but not required
- Visual Connection: Sworn entry doors
- Window Shading: No windows in this space

4 - Space & Adjacency Requirements

Room by Room Requirements - Individual Room Data Sheets

ROOM: Roll Call Room A (A & B Divisible)

Roll Call Room B is a mirrored version of Roll Call Room A

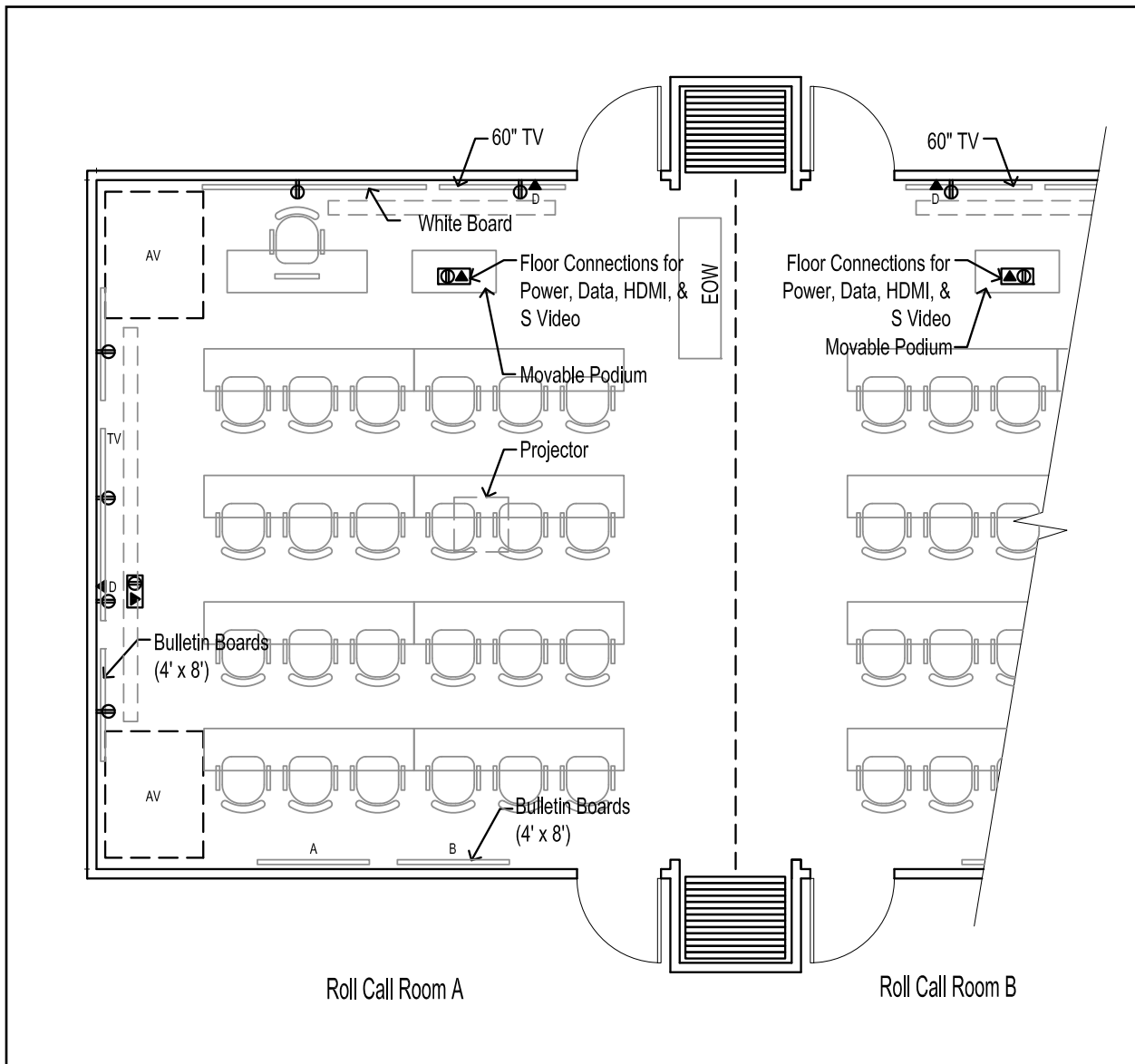
Department: Shared Functions

Total Quantity: 1 (Full Open Configuration)

Room Area (NASF): 1,300 (2 @ 650)

**Occupancy: 60 total (30 per side)
Assembly**

Diagram



Note: This diagram is for illustration of a possible option and should not serve as the only option for the design team to consider.

4 - Space & Adjacency Requirements

Room by Room Requirements - Individual Room Data Sheets

ROOM: Roll Call Room (A & B Divisible)

TECHNICAL REQUIREMENTS, CONTINUED

Climate Control:

- Temperature & Humidity: 68° to 75° @ 50% RH
- Natural Ventilation: NA

Furniture, Fixture and Equipment Requirements:

- Copier: No
- Shredder: No
- Charging Station: No
- Tables & chairs for 50 (30" x 48"), (25 chairs per side with tables)
- 6' table @ entry for Subpoena Files (A, B, C and T Shift) both sides (one per side)
- 6' table @ podium area for handouts, social materials (one per side)
- 2 podiums (one per side) w/ Electrical and Data connections at floor (3 locations - 2 @ 2 room configuration, 1 @ large configuration)
- 2 AV cabinets, moveable (one per side)
- 2 sets of bulletin boards (4 - 5 boards **per side** @ 4' w x 8' h each)
- 2 "End of Watch" memorials (2'x2' each)
- 2 full-length whiteboards at front podium area (one per side)
- 3 projection screens (motorized, control at podium or wall behind podium) See sketch plan for location (2 screens for side by side arrangement, 1 larger screen for one room arrangement)
- 2 projectors @ ceiling
- 3 60" TVs (one each in divided configuration, 1 in long one room configuration.)
- 2 free-standing gun clearing traps (by Guardian, or equal)

Electrical /IT/Security:

- Artificial Lighting: Dimmable LED or fluorescent (per Energy Code)
- Footcandle (fc): 50 to 55 fc
- Occupancy Sensor: Yes
- Dedicated Circuits: Yes, for equipment
- Data Outlets: Yes
- Wireless Access: Yes
- Intercom Speaker: Yes
- Electric Strikes: No
- Door Locks: No
- A/V Special Systems: 2 Security cameras (per side) with 1 on each side of the room (4 cameras total)
Speaker system
- Emergency Power: Yes, connect to backup generator
- Surveillance is required in this room

Mechanical & Plumbing:

- Exhaust Fan: NA
- Return Air: Yes, this is a high occupancy / assembly space
- Hot Water: NA
- Plumbing Fixtures: NA

4 - Space & Adjacency Requirements

Room by Room Requirements - Individual Room Data Sheets

ROOM: Interview Room

Department: Shared Function

Total Quantity: 2
Room Area (NASF): 80
Occupancy: 2

Room Function:

This room is to be used by sworn staff. They are accessed from a Sworn Area and is lockable. It has specific IT, Data and Security, finishes and STC requirements in the walls and ceiling, as well as surveillance equipment.

PHYSICAL CONFIGURATION:

Adjacency:

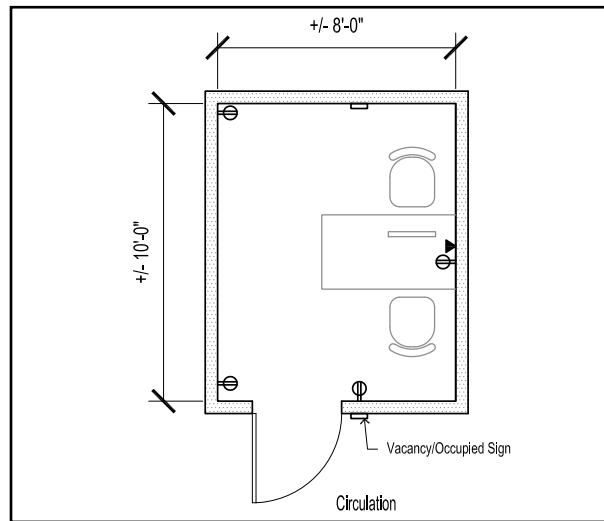
2100 Patrol, Property Crimes, CRT, Device Room and Deaf Link Station

Proximity: NA

Furnishings & Equipment: See below

Surveillance equipment to be coordinated with SAPD.

Diagram



Note: This diagram is for illustration of a possible option and should not serve as the only option for the design team to consider.

Interview Room is to be connected to the Device Room and Deaf Link Station.

An Occupied / Vacancy light to be located on the wall outside in the corridor, with the operable switch located inside the room.

Interview Room to have hard, cleanable surfaces.

 - High STC (45) Walls & Ceiling

TECHNICAL REQUIREMENTS

Architectural Requirements:

- Floor: VCT
- Base: Vinyl
- Walls: Hard, cleanable surfaces.
Walls to be STC 45, with staggered studs and gasket seals at doors and at ceiling. All walls to extend to deck.
- Ceiling: ACT with STC 45.
- Daylighting: NA
- Visual Connection: Lights in doors to hallway.
- Window Shading: NA
- Doors: Gasketed to meet STC of walls and ceiling.

4 - Space & Adjacency Requirements

Room by Room Requirements - Individual Room Data Sheets

ROOM: Interview Room

TECHNICAL REQUIREMENTS, CONTINUED

Climate Control:

- Temperature & Humidity: 68° to 75° @ 50% RH
- Natural Ventilation: NA

Furniture, Fixture and Equipment Requirements:

- Copier: No
- Shredder: No
- Charging Station: No
- Deaf Link Equipment
- One 30" table
- One guest chair (cleanable)
- One Task Chair @ at PC side
- One PC & Monitor
- Hidden surveillance camera
- Hidden Monitoring equipment
- Recording microphones and acoustic control for quality recordings

Electrical /IT/Security:

- Artificial Lighting: LED / Fluorescent lighting (per Energy Code), must be tamper proof (Hardened)
- Footcandle (fc): 30 to 55 fc
- Occupancy Sensor: No
- Dedicated Circuits: Yes, to PC and Monitor
- Data Outlets: Yes
- Wireless Access: Yes
- Intercom Speaker: No
- Electric Strikes: No.
- Door Locks: Yes, Proximity card
- A/V Special Systems: Yes, for security and surveillance to IA Interview Room Device Room & Deaf Link

Mechanical & Plumbing:

- Exhaust Fan: NA
- Return Air: Yes
- Hot Water: NA
- Plumbing Fixtures: NA

Mechanical & Plumbing:

- This room should have durable, cleanable finishes
- The room should isolate sounds within the room from sounds outside of the room

4 - Space & Adjacency Requirements

Room by Room Requirements

ROOM: Interview Device Room

Department: Shared Function

Total Quantity: 1

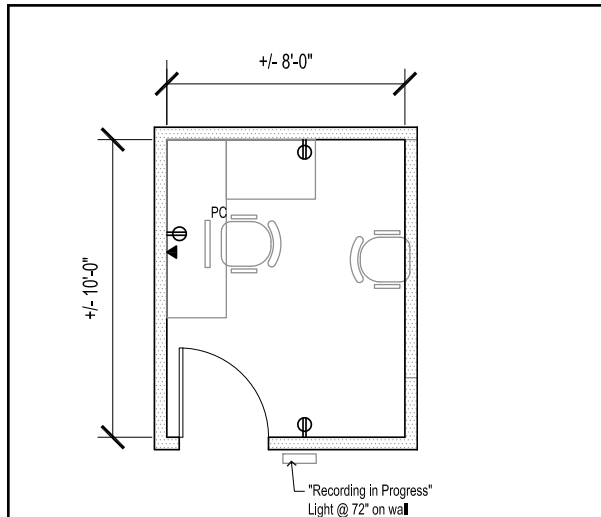
Room Area (NASF): 80

Occupancy: 1

Room Function:

This room is used in conjunction with the interview room. It should have walls and ceiling with 45 STC and have gaskets at the door. Finishes should be sound attenuating at walls and floors. This room house the recording equipment and deaf link station, as determined by department.

Diagram



Note: This diagram is for illustration of a possible option and should not serve as the only option for the design team to consider.

PHYSICAL CONFIGURATION:

Adjacency:

Near Interview Room, Deaf Link Station

A "Recording in Session" light to be located on the wall outside in the corridor, with the operable switch located inside the room.

Proximity:

NA

Furnishings & Equipment:

Determined by department

 - High STC (45) Walls & Ceiling

TECHNICAL REQUIREMENTS

Architectural Requirements:

- Floor: Carpet
- Base: Vinyl
- Walls: Painted GWB; sound attenuating fabric
Walls to be 45 STC min., with staggered studs and gasket seals at door and at ceiling. All walls to extend to deck.
- Ceiling: ACT with STC 45
- Daylighting: NA
- Visual Connection: Lights in door to hallway
- Window Shading: NA
- Doors: Gasketed to meet STC of walls and ceiling

4 - Space & Adjacency Requirements

Room by Room Requirements - Individual Room Data Sheets

ROOM: Interview Device Room

TECHNICAL REQUIREMENTS, CONTINUED

Climate Control:

- Temperature & Humidity: 68° to 75° @ 50% RH
- Natural Ventilation: NA

Furniture, Fixture and Equipment Requirements:

- Copier: No
- Shredder: No
- Charging Station: No
- One 30" table
- One Task Chair
- One PC & Monitor
- Monitoring equipment
- Recording Equipment
- Camera Equipment
- Connection to / Share space with Deaf Link Station
- Switch to activate "Recording in Session" light

Electrical /IT/Security:

- Artificial Lighting: LED / Fluorescent lighting (per Energy Code)
- Footcandle (fc): 30 to 55 fc
- Occupancy Sensor: Yes, light switch and red light at exterior of room reading, "RECORDING"
- Dedicated Circuits: Yes, to PC and monitor
- Data Outlets: Yes
- Wireless Access: Yes
- Intercom Speaker: No
- Electric Strikes: No
- Door Locks: Yes, CJIS approved
- A/V Special Systems: Yes, for security and surveillance to IA Interview Room Device Room & Deaf Link
- Door Gaskets: Yes

Mechanical & Plumbing:

- Exhaust Fan: NA
- Return Air: Yes
- Hot Water: NA
- Plumbing Fixtures: NA

Mechanical & Plumbing:

- This room should have durable, cleanable finishes
- The room should isolate sounds within the room from sounds outside of the room

4 - Space & Adjacency Requirements

Room by Room Requirements

ROOM: Deaf Link Station (Benching 2)

Department: Shared Functions

Total Quantity: 1
Room Area (NASF): 26.25
Occupancy: Office

Room Function:

This area or workstation contains the equipment for the Deaf Link Communications system that is used alongside the interview room equipment. It is a stand alone workstation for a computer, Deaf Link equipment and monitor. It should be adjacent to the recording room.

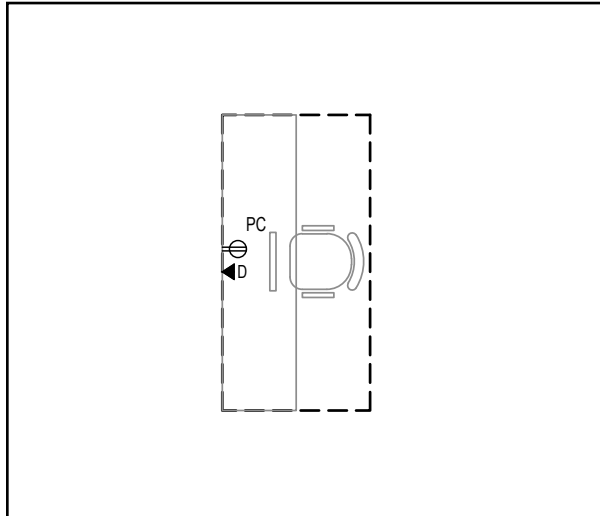
PHYSICAL CONFIGURATION:

Adjacency:
Interview Device Room

Proximity:
NA

Furnishings & Equipment:
Determined by Department

Diagram



Note: This diagram is for illustration of a possible option and should not serve as the only option for the design team to consider

TECHNICAL REQUIREMENTS

Architectural Requirements:

- Floor: NA - same as room in which workstation is located
- Base: NA - same as room in which workstation is located
- Walls: NA - same as room in which workstation is located
- Ceiling: NA - same as room in which workstation is located
- Daylighting: NA
- Visual Connection: Near Interview Device Room only, no viewing.
- Window Shading: NA

4 - Space & Adjacency Requirements

Room by Room Requirements - Individual Room Data Sheets

ROOM: Deaf Link Station

TECHNICAL REQUIREMENTS, CONTINUED

Climate Control:

- Temperature & Humidity: 68° to 75° @ 50% RH
- Natural Ventilation: NA

Furniture, Fixture and Equipment Requirements:

- Copier: No
- Shredder: No
- Charging Station: No
- Deaf Link Equipment
- One 30" table
- One guest chair (cleanable)
- One Task Chair @ at PC side
- One PC & Monitor

Electrical /IT/Security:

- Artificial Lighting: LED / Fluorescent lighting (per Energy Code)
- Footcandle (fc): 30 to 55 fc
- Occupancy Sensor: No
- Dedicated Circuits: Yes, to PC and monitor
- Data Outlets: Yes
- Wireless Access: Yes
- Intercom Speaker: No
- Electric Strikes: NA
- Door Locks: NA
- A/V Special Systems: Deaf Link Equipment Requirements
- A/V Special Systems: Yes, for security and surveillance to IA Interview Room Device Room & Deaf Link

Mechanical & Plumbing:

- Exhaust Fan: NA
- Return Air: NA
- Hot Water: NA
- Plumbing Fixtures: NA

Mechanical & Plumbing:

- HVAC as required for surrounding room.

4 - Space & Adjacency Requirements

Room by Room Requirements - Individual Room Data Sheets

ROOM: Large Ready Room

Department: 2100 Patrol

Total Quantity: 1
 Room Area (NASF): 300
 Occupancy: NA

Room Function:

This room is needed to store items that officers use on a day to day or special case basis. Items in this room include long guns, riot bags, personal protection gear, as well as items that are used up in daily activities, (taser cartridges, caution tape, pepper spray, ticket writer paper, etc.) Open lockers shall house some items as well as

lockable metal cabinets.

PHYSICAL CONFIGURATION:

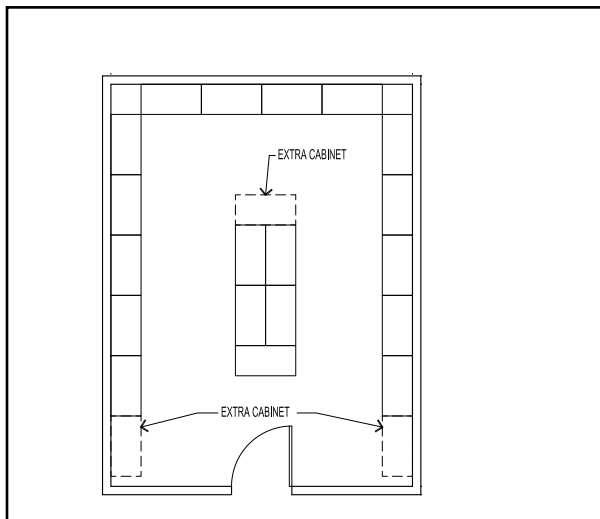
Adjacency:

Sergeant Offices/Work Areas, Lieutenant Offices

Proximity: NA

Furnishings & Equipment: See below

Diagram



Note: This diagram is for illustration of a possible option and should not serve as the only option for the design team to consider.

TECHNICAL REQUIREMENTS

Architectural Requirements:

- Floor: VCT
- Base: Vinyl
- Walls: Painted GWB, durable; walls go to deck
- Ceiling: GWB painted; walls go to deck
- Daylighting: Preferred, but not required
- Visual Connection: None
- Window Shading: Yes, if windows are provided

4 - Space & Adjacency Requirements

Room by Room Requirements - Individual Room Data Sheets

ROOM: Large Ready Room

TECHNICAL REQUIREMENTS, CONTINUED

Climate Control:

- Temperature & Humidity: 68° to 75° @ 50% RH
- Natural Ventilation: NA

Furniture, Fixture and Equipment Requirements:

- Copier: No
- Shredder: No
- Charging Station: Yes
- 4 - Supply Cabinets (36" w x 72" h x 18" d)
For evidence kits, Pepper Spray, Caution Tape
Riot Bags, Personal Protection Bags, Etc.
- 2 - Riot Shield Storage (5 Shields each)
- 2 3 x 3 Small Single Lockers
- 2 Long Gun Vented Lockers
- Car Seat Storage (8 total = 2 of each size)
- 4-5 Free Standing Metal Shelves (36" w x 72" h x 18" d)
- 4 - Moveable Lockable Vertical 5 Drawer Filing Cabinets

Electrical /IT/Security:

- Artificial Lighting: Fluorescent/LED (Code)
- Footcandle (fc): 50 to 55 fc
- Occupancy Sensor: Yes
- Dedicated Circuits: No
- Data Outlets: Yes
- Wireless Access: Yes
- Intercom Speaker/ Base Unit: No
- Electric Strikes: Yes
- Door Locks: Yes - Proximity card
- Door Locks: CJIS rated
- A/V Special Systems: Yes
- **Surveillance Cameras in this room**

Mechanical & Plumbing:

- Exhaust Fan: NA
- Return Air: Yes
- Hot Water: NA
- Plumbing Fixtures: NA

Special Requirements



4 - Space & Adjacency Requirements

Room by Room Requirements - Individual Room Data Sheets

ROOM: Small Ready Room

Department: SAFFE, CRT, Property Crimes

Total Quantity: 3
Room Area (NASF): 100
Occupancy: NA

Room Function:

These rooms are small versions of the Large Ready Room (with less FFE / equipment) and are needed for three departments to store items that officers' use on a day to day or special case basis. Items in these rooms include long guns, riot bags, personal protection gear, as well as items

that are used up in daily activities, (taser's, caution tape, pepper spray, ticket writer paper, etc.) Open lockers shall house some items as well as lockable metal cabinets. **This room is to be equipped with a security camera.**

PHYSICAL CONFIGURATION:

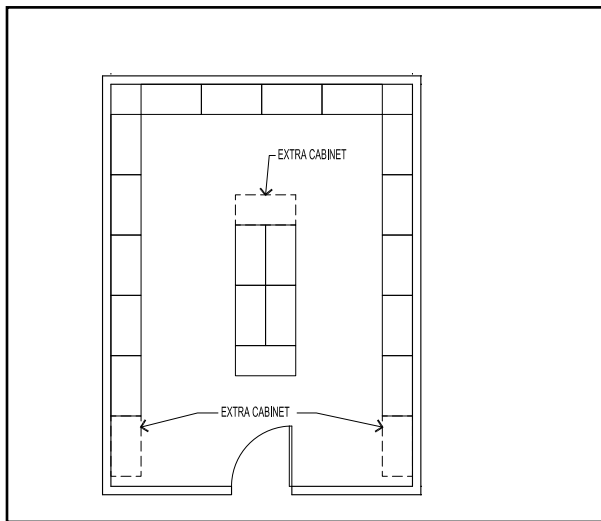
Adjacency:

In one story building, adjacent to Sgt / Lt. Areas.
 In two story building, near Roll Call and Sworn Areas

Proximity: NA

Furnishings & Equipment: See below

Diagram



Note: This diagram is for illustration of a possible option and should not serve as the only option for the design team to consider.

TECHNICAL REQUIREMENTS

Architectural Requirements:

- Floor: VCT
- Base: Vinyl
- Walls: Painted GWB, durable; walls go to deck.
- Ceiling: GWB painted; walls go to deck
- Daylighting: Preferred, but not required
- Visual Connection: None
- Window Shading: Yes, if windows are provided

4 - Space & Adjacency Requirements

Room by Room Requirements - Individual Room Data Sheets

ROOM: Small Ready Room

TECHNICAL REQUIREMENTS, CONTINUED

Climate Control:

- Temperature & Humidity: 68° to 75° @ 50% RH
- Natural Ventilation: NA

Furniture, Fixture and Equipment Requirements:

- Copier: No
- Shredder: No
- Charging Station: Yes
- 4 - Supply Cabinets (36" w x 72" h x 18" d)
For Evidence Kits, Pepper Spray, Caution Tape
Riot Bags, Personal Protection Bags, Etc.
- 2 - Riot Shield Storage (5 Shields each)
- 2 3 x 3 Small Single Lockers
- 2 Long Gun Vented Lockers
- Car Seat Storage (8 total = 2 of each size)
- 4-5 Free Standing Metal Shelves (36" w x 72" h x 18" d)
- 4 - Moveable Lockable Vertical 5 Drawer Filing Cabinets

Electrical /IT/Security:

- Artificial Lighting: Fluorescent/LED (Code)
- Footcandle (fc): 50 to 55 fc
- Occupancy Sensor: Yes
- Dedicated Circuits: No
- Data Outlets: Yes
- Wireless Access: Yes
- Intercom Speaker/ Base Unit: No
- Electric Strikes: Yes
- Door Locks: Yes - Proximity card
- Door Locks: CJIS rated
- A/V Special Systems: Yes
- **Surveillance Cameras in this room**

Mechanical & Plumbing:

- Exhaust Fan: NA
- Return Air: Yes
- Hot Water: NA
- Plumbing Fixtures: NA

Special Requirements



4 - Space & Adjacency Requirements

Room by Room Requirements - Individual Room Data Sheets

ROOM: Shared Conference Room

layout.

Department: Shared Function

PHYSICAL CONFIGURATION:

Total Quantity: 1
Room Area (NASF): 400
Occupancy: 20

Adjacency:

Central to Police Administrative Offices (Captain's Office and Sergeants' Offices)

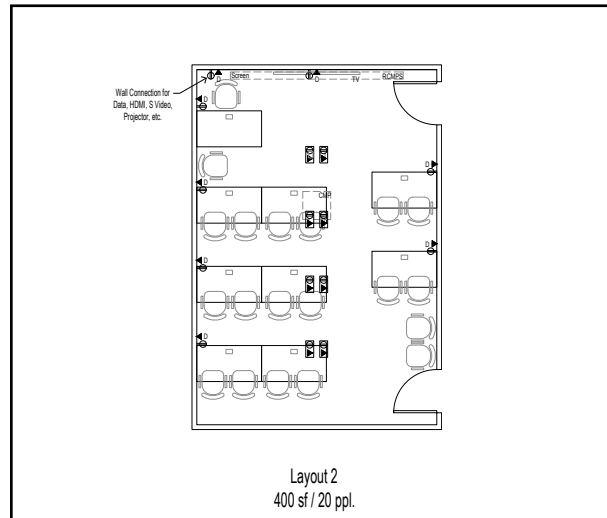
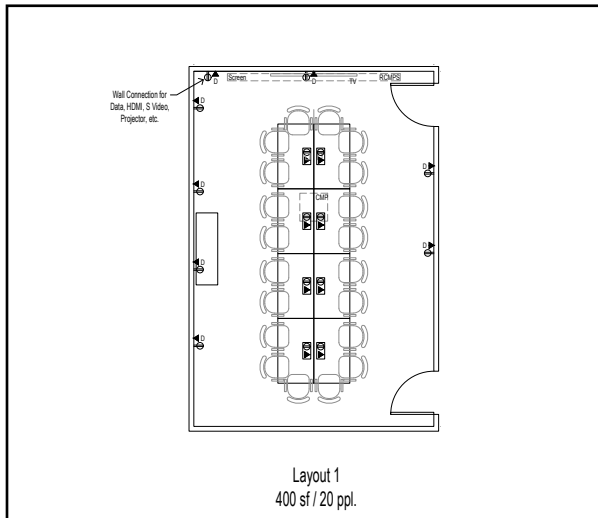
Room Function:

This room will be shared by all SAPD Staff in the building. It should be located near the center of the building, and near the upper level administrative offices (Captain's Office, Sergeants' Offices). The furniture in the space should be able to be arranged as both one large conference table, and several individual tables for an instructional

Proximity: NA

Furnishings & Equipment: See below

Diagram



Note: These diagrams are for illustration of a possible option and should not serve as the only option for the design team to consider.

TECHNICAL REQUIREMENTS

Architectural Requirements:

- Floor: VCT or Carpet
- Base: Vinyl
- Walls: Painted GWB
- Ceiling: Suspended Acoustical Ceiling Tile
- Daylighting: Preferred, but not required
- Visual Connection: None, except entry / exit door(s) to have a lite
- Window Shading: Yes

4 - Space & Adjacency Requirements

Room by Room Requirements - Individual Room Data Sheets

ROOM: Shared Conference Room

TECHNICAL REQUIREMENTS, CONTINUED

Climate Control:

- Temperature & Humidity: 68° to 75° @ 50% RH
- Natural Ventilation: NA

Furniture, Fixture and Equipment Requirements:

- Copier: No
- Shredder: No
- Charging Station: No
- 6-8 Individual Tables (30" x 48")
- 20 Side Chairs
- 1 Credenza / Storage Cabinet
- 1 Ceiling Mounted Projector
- 6' Projection Screen (motorized)
- 50" Large Screen TV / Monitor
- PC and power connections by code at end of room by screen (TV Cable, Data, HDMI, S Video, etc.)

Electrical /IT/Security:

- Artificial Lighting: Dimmable Fluorescent or LED (per Energy Code)
- Footcandle (fc): 30 to 55 fc
- Occupancy Sensor: No
- Dedicated Circuits: No
- Data Outlets: Yes
- Wireless Access: Yes
- Intercom Speaker: Yes
- Electric Strikes: Yes
- Door Locks: Yes
- A/V Special Systems: Ceiling Mounted Projector and large screen TV / Monitor
- Floor Outlets: Floor outlets at center of room for one large table configuration and for individual seminar / instructional layout
- Data Outlets: Data outlets at center of room for one large table configuration and for individual seminar / instructional layout

Mechanical & Plumbing:

- Exhaust Fan: NA
- Return Air: Yes
- Hot Water: NA
- Plumbing Fixtures: NA

Special Requirements

4 - Space & Adjacency Requirements

Room by Room Requirements - Individual Room Data Sheets

ROOM: CRT Consultation Room

Department: Crisis Response Team

Total Quantity: 1
Room Area (NASF): 120
Occupancy: 6

Room Function:

This room will be used by the Crisis Response Team for interviewing visitors. It should be located within the CRT suite. The furniture in the space should accommodate up to 6 people around a table. It should be wired for video display, but need not be under surveillance.

PHYSICAL CONFIGURATION:

Adjacency:

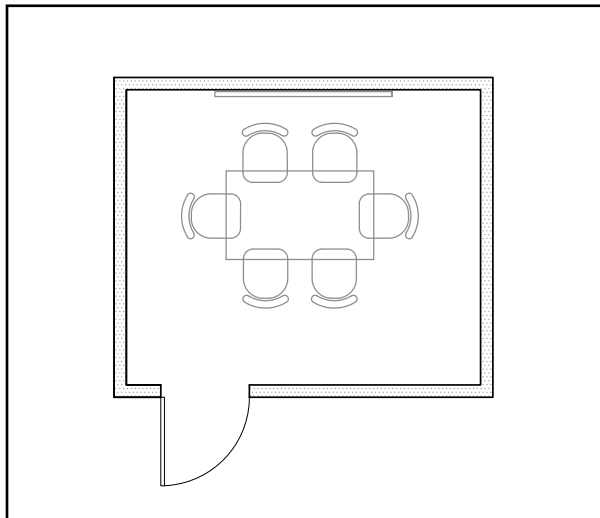
Crisis Response Detective / Case Manager Area, Crisis Response Seating Area

Proximity: NA

Furnishings & Equipment: See below

Place a seating area for four directly outside of this room, with an area for a brochure and forms table.

Diagram



 - High STC (45) Walls & Ceiling

Note: This diagram is for illustration of a possible option and should not serve as the only option for the design team to consider.

TECHNICAL REQUIREMENTS

Architectural Requirements:

- Floor: VCT or Carpet
- Base: Vinyl
- Walls: Painted GWB
- Ceiling: Suspended Acoustical Ceiling Tile
- Daylighting: Preferred, but not required
- Visual Connection: None, except entry / exit door(s) to have a lite
- Window Shading: Yes

4 - Space & Adjacency Requirements

Room by Room Requirements - Individual Room Data Sheets

ROOM: Shared Conference Room

TECHNICAL REQUIREMENTS, CONTINUED

Climate Control:

- Temperature & Humidity: 68° to 75° @ 50% RH
- Natural Ventilation: NA

Furniture, Fixture and Equipment Requirements:

- Copier: No
- Shredder: No
- Charging Station: No
- 1 Table (30" x 60")
- 6 Side Chairs
- 50" Large Screen TV / Monitor
- PC and power connections by code at end of room by screen (TV cable, Data, HDMI, S Video, etc.)

Electrical /IT/Security:

- Artificial Lighting: Dimmable Fluorescent or LED (per Energy Code)
- Footcandle (fc): 30 to 55 fc
- Occupancy Sensor: No
- Dedicated Circuits: No
- Data Outlets: Yes
- Wireless Access: Yes
- Intercom Speaker: Yes
- Electric Strikes: Yes
- Door Locks: Yes
- A/V Special Systems: Large Screen TV / Monitor
- Floor Outlets: Floor outlets at center of room for one table configuration.
- Data Outlets: Data outlets at center of room for one table configuration.

This room may need to connect to the Interview Room Device Room and Deaf Link.

Mechanical & Plumbing:

- Exhaust Fan: NA
- Return Air: Yes
- Hot Water: NA
- Plumbing Fixtures: NA

Special Requirements

4 - Space & Adjacency Requirements

Room by Room Requirements - Individual Room Data Sheets

ROOM: Break Room

are to be lockable (for individual department use).

Department: Shared Functions

PHYSICAL CONFIGURATION:

Total Quantity: 2
Room Area (NASF): 300 (150+50+50+50)
Occupancy: 8-10

This room could also serve as an informal gathering space. 150 sf Dining, 50 sf Counter, 50 sf Vending, 50 sf Storage

Room Function:

Adjacency:

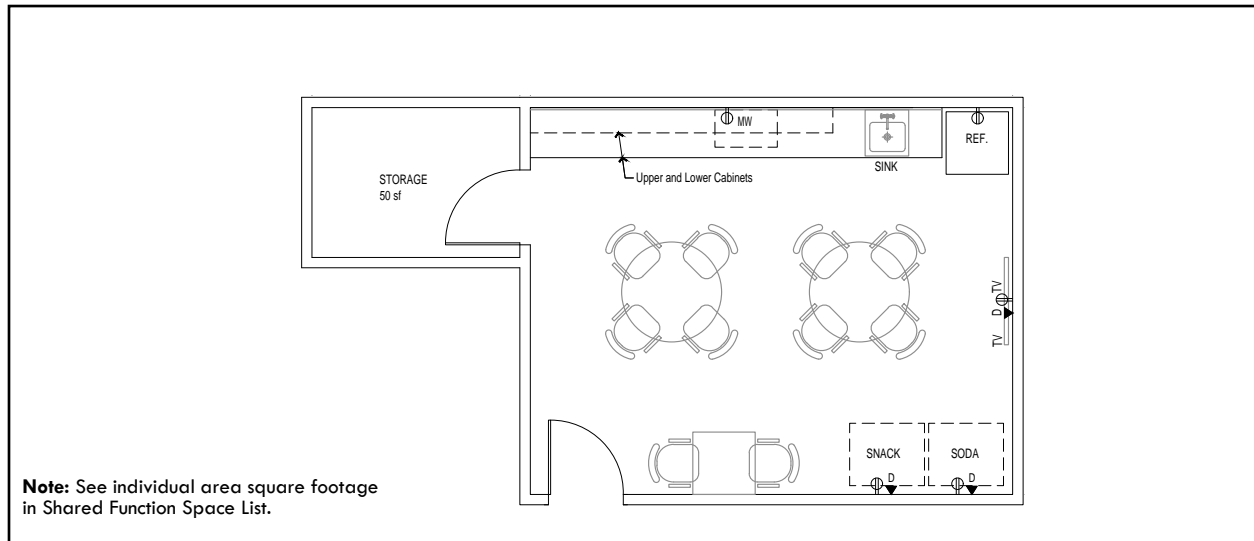
This room is for staff to use for breaks or meal breaks, depending on the shift. The room will include a kitchenette type set up with seating for 8 to 10 at tables and chairs, and two vending machines. Half of the cabinets

Direct - Sworn & Staff Restrooms, Conference Room

Proximity: NA

Furnishings & Equipment: See below

Diagram



Note: This diagram is for illustration of a possible option and should not serve as the only option for the design team to consider.

TECHNICAL REQUIREMENTS

Architectural Requirements:

- Floor: VCT
- Base: Vinyl
- Walls: Painted GWB
- Ceiling: Suspended Acoustical Ceiling Tile
- Daylighting: Preferred, but not required
- Visual Connection: Yes, to hallway
- Window Shading: NA

4 - Space & Adjacency Requirements

Room by Room Requirements - Individual Room Data Sheets

ROOM: Break Room

TECHNICAL REQUIREMENTS, CONTINUED

Climate Control:

- Temperature & Humidity: 68° to 75° @ 50% RH
- Natural Ventilation: NA

Furniture, Fixture and Equipment Requirements:

- Copier: No
- Shredder: No
- Charging Station: No
- 2-3 Individual Tables (36"x 36" or 30"x 30")
- 8 - 10 Side Chairs
- Two standard vending machines (with required electrical)
- 42" Large Screen TV (with electrical data / cable connection)
- Built in upper and lower cabinets and counter top along long wall (half of cabinets to be lockable)
- ADA accessible sink and counter
- Single under-mounted sink
- ADA faucet
- Refrigerator
- Microwave
- Two standard vending machines (and associated electrical)
- Paper towel and soap dispenser
- Trash and Recycle bins

Electrical /IT/Security:

- Artificial Lighting: Fluorescent or LED (per Energy Code)
- Footcandle (fc): 50 to 55 fc
- Occupancy Sensor: Yes
- Dedicated Circuits: As required by equipment or vending machines
- Data Outlets: Yes, @ wall behind TV mount
- Wireless Access: Yes
- Intercom Speaker: No
- Electric Strikes: No
- Door Locks: No
- A/V Special Systems: Large screen TV
- Counter Outlets: GFCI outlets at counter, per Code
- Additional Power & Data: Yes, near seating
- Emergency Power: Yes, connect to backup generator

Mechanical & Plumbing:

- Exhaust Fan: Yes (for microwave)
- Return Air: Yes
- Hot Water: Yes
- Plumbing Fixtures: Yes

4 - Space & Adjacency Requirements

Room by Room Requirements - Individual Room Data Sheets

ROOM: Quiet/ Lactation Room

Department: Shared Function

Total Quantity: 1
Room Area (NASF): 80
Occupancy: 1

Room Function:

This room is for staff to be able to use if they need a moment of privacy while at work. It can be used for lactation or to make a private call or other activity, on a voluntary basis. The room should be comfortably finished.

Door should have an “Occupied / Unoccupied” indicator above the door knob that is operated from within room. Lighting should be dimmable.

PHYSICAL CONFIGURATION:

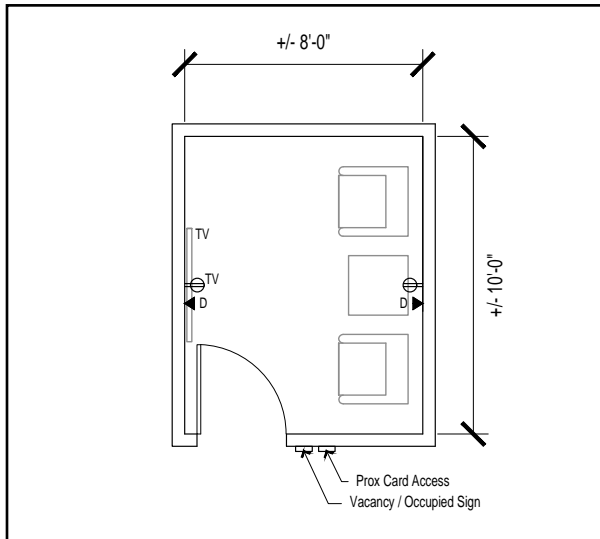
Adjacency:

Away from high traffic or noise inducing spaces.

Proximity: NA

Furnishings & Equipment: See below

Diagram



Note: This diagram is for illustration of a possible option and should not serve as the only option for the design team to consider.

TECHNICAL REQUIREMENTS

Architectural Requirements:

- Floor: Carpet
- Base: Vinyl
- Walls: Painted GWB
- Ceiling: Suspended Acoustical Ceiling Tile
- Daylighting: No
- Visual Connection: No
- Window Shading: NA

4 - Space & Adjacency Requirements

Room by Room Requirements - Individual Room Data Sheets

ROOM: Quiet/ Lactation Room

TECHNICAL REQUIREMENTS, CONTINUED

Climate Control:

- Temperature & Humidity: 68° to 75° @ 50% RH
- Natural Ventilation: N/A

Furniture, Fixture and Equipment Requirements:

- Copier: No
- Shredder: No
- Charging Station: No
- One side / end table
- 2 Lounge Chairs / Recliners
- One small bookshelf
- 42" Large screen TV (with electrical data / cable connection)
- Built in upper and lower cabinets and counter top along long wall

Electrical /IT/Security:

- Artificial Lighting: Dimmable Fluorescent or LED (per Energy Code)
- Footcandle (fc): 30 to 55 fc
- Occupancy Sensor: Yes
- Dedicated Circuits: No
- Data Outlets: Yes, @ wall behind TV mount
- Wireless Access: Yes
- Intercom Speaker: No
- Electric Strikes: No
- Door Locks: No
- A/V Special Systems: 42" Large screen TV
- Additional Outlet: Yes, near seating / end tables

Mechanical & Plumbing:

- Exhaust Fan: NA
- Return Air: Yes
- Hot Water: No
- Plumbing Fixtures: No

4 - Space & Adjacency Requirements

Room by Room Requirements - Individual Room Data Sheets

ROOM: Fitness Room

floor. If so, they should be directly above the Fitness Room.

Department: Shared Function

PHYSICAL CONFIGURATION:

Total Quantity: 1
Room Area (NASF): 700 + 2 @ 80 Vestibules
Occupancy: 12

Adjacency:
 Direct - Mens's and Women's Locker Rooms
 Indirect - Restricted Restrooms

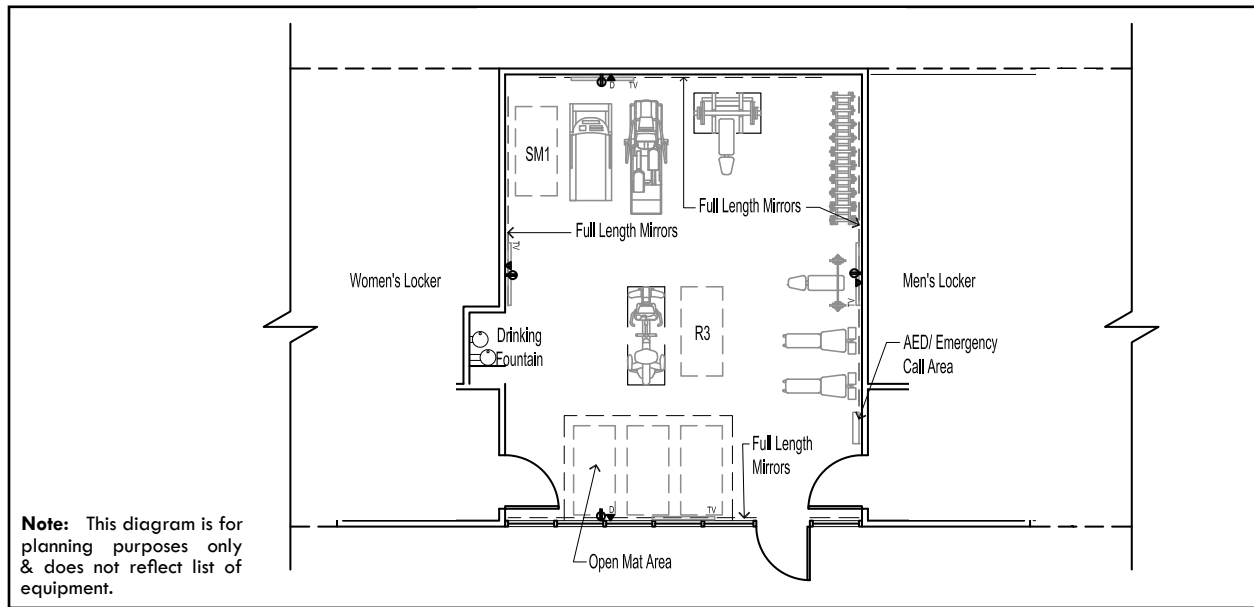
Room Function:

This room serves as the fitness / exercise facility for the personnel at the facility. Due to site restrictions, the male and female Locker Rooms may need to be on the second

Proximity: NA

Furnishings & Equipment: See below

Diagram



Note: This diagram is for illustration of a possible option and should not serve as the only option for the design team to consider.

TECHNICAL REQUIREMENTS

Architectural Requirements:

- Floor: Resilient Athletic Flooring
- Base: Vinyl
- Walls: Glass storefront @ hallway
- Painted GWB, with wall vinyl from base to 24" above base
- Continuous floor length mirrors to 6 feet on all walls, starting @ 24" wall vinyl
- Ceiling: Exposed structure and insulation (painted dark) with painted, suspended ceiling clouds
- Daylighting: Preferred, but not required
- Visual Connection: Yes, to hallway via glass storefront or interior window wall
- Window Shading: NA

4 - Space & Adjacency Requirements

Room by Room Requirements - Individual Room Data Sheets

ROOM: Fitness Room

TECHNICAL REQUIREMENTS, CONTINUED

Climate Control:

- Temperature & Humidity: 68° to 75° @ 50% RH
- Natural Ventilation: NA

Furniture, Fixture and Equipment Requirements:

- Copier: No
- Shredder: No
- Charging Station: No

New Equipment List

- 3 Stationary Bikes
- 2 Treadmills
- 2 Cross Country Stations
- 1 Versaclimber
- 1 TuffStuff Universal Station
- 1 Tuff Stuff PPF-718 Ab Station
- 2 TuffStuff Leg Machines
- 1 Tuff Stuff Smith Machine press system CSM-600
- 1 Heavy Punching Bag
- Assorted Standard Olympic Weights (plates for bar use)
- 1 Heavy Punching Bag
- Kettle Bell Set
- Hex Rubber Coated Dumbbell Sets
- Cross Fit Rubber Plates
- 1 Multi-Function Bench

Electrical /IT/Security:

- Artificial Lighting: Fluorescent or LED (per Energy Code)
- Footcandle (fc): 50 to 55 fc
- Occupancy Sensor: No
- Dedicated Circuits: As required by equipment
- Data Outlets: Yes, @ wall behind TV mounts and as required for equipment
- Wireless Access: Yes
- Intercom Speaker: Yes
- Electric Strikes: No
- Door Locks: Yes
- A/V Special Systems: 4 42" large screen TVs
- Additional Power & Data: Yes, at each machine unit
- Emergency Call Phone: Yes

Mechanical & Plumbing:

- Exhaust Fan: Yes
- Return Air: Yes (room will require extra ventilation and humidity control)
- Hot Water: No
- Plumbing Fixtures: Yes, ADA accessible drinking fountain w/ bottle filler

4 - Space & Adjacency Requirements

Room by Room Requirements - Individual Room Data Sheets

ROOM: Locker Rooms (Men & Women)

Rooms to be accessed from main hallway and from fitness Room. A vestibule is required at both of these entries. Locate a janitor's closet off of one Locker Room vestibule.

Department: Shared Function

Total Quantity: 1 (divided into M/W)
Room Area (NASF): 2,400 M / 800 W
Occupancy: Varies (120 M / 40 W)
Staff uses room in shifts

PHYSICAL CONFIGURATION:

Adjacency:
 Direct - Fitness Room
 Indirect - Restricted Access Restrooms

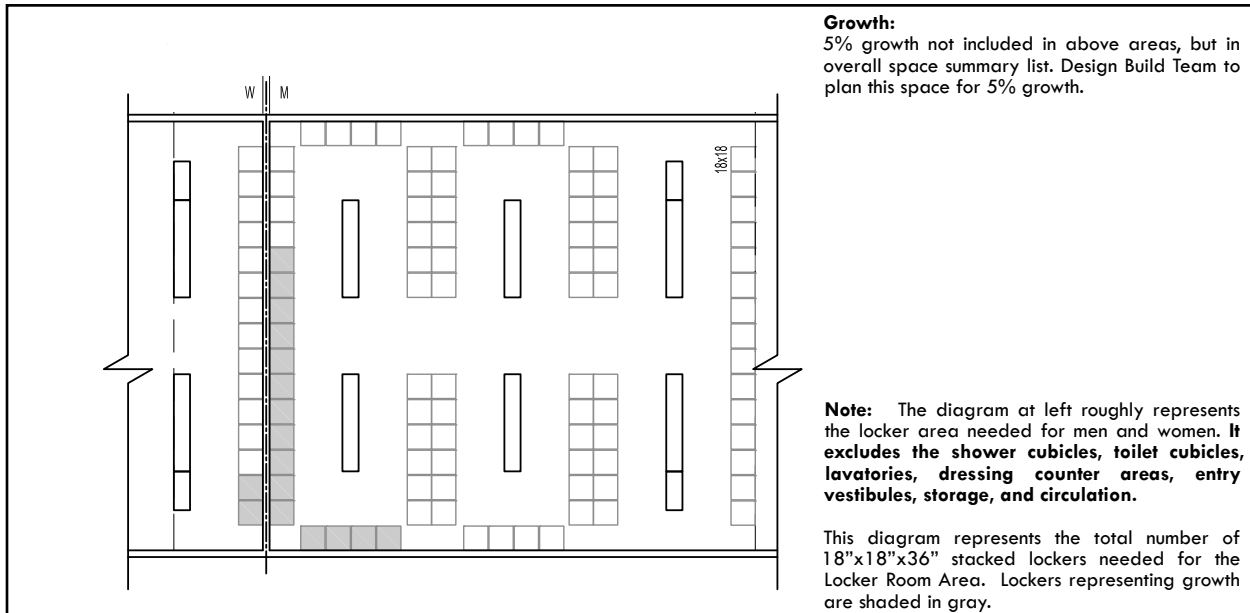
Room Function:

This room houses the lockers, dressing counter, restroom and shower facilities for sworn personnel. These rooms will require humidity control, so extra care should be provided to HVAC needs. Lockers should be vented. Locker

Proximity: NA

Furnishings & Equipment: See below

Diagram



Note: This diagram is for illustration of a possible option and should not serve as the only option for the design team to consider.

TECHNICAL REQUIREMENTS

Architectural Requirements:

- Floor: Ceramic tile that meets OSHA CoF requirements (Dynamic and Static), Industrial grout
- Base: Ceramic tile sanitary cove base
- Walls: Ceramic tile porcelain or glazed, full height
Demising walls between Men' and Women's Locker Rooms go to deck
- Ceiling: Painted GWB (semi gloss finish)
- Daylighting: Yes, clerestory windows preferred
- Visual Connection: No
- Window Shading: Translucent film provided at exterior clerestory windows, if provided

4 - Space & Adjacency Requirements

Room by Room Requirements - Individual Room Data Sheets

ROOM: Locker Rooms (Men & Women)

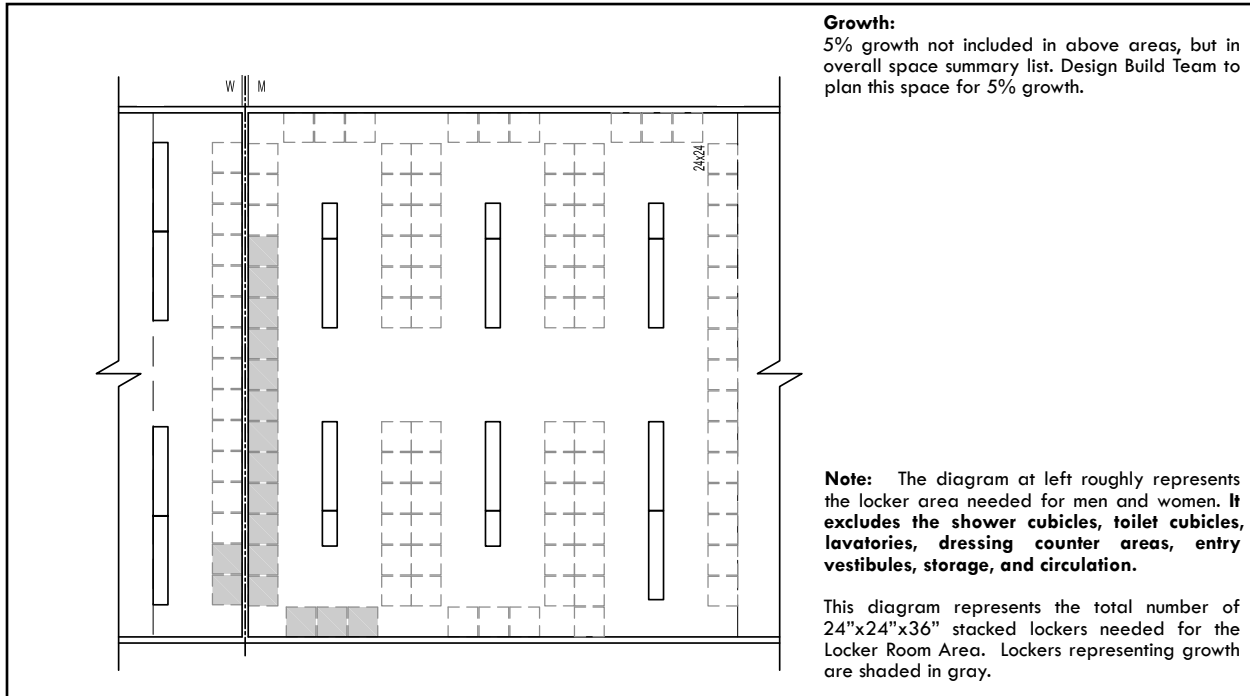
Total Quantity: 1 (divided into M/W)

Room Area (NASF): 2,400 M / 800 W

Occupancy: Varies (120 M / 40 W)

Staff uses room in shifts

Diagram



Note: This diagram is for illustration of a possible option and should not serve as the only option for the design team to consider.

AREA REQUIREMENTS

In discussions with SAPD and CoSA Public Works, the programming of this room with 18"x18"x36" lockers was discussed. See diagram, previous page.

BRW, the Public Safety Consultant, recommends using 24"x24"x72" full height lockers for a police station locker room.

Due to cost and space constrictions, the Programming Team recommends planning for 24"x24"x36" stackable lockers. See diagram above.

Area Calculations:

For planning purposes, BRW recommends using a minimum 15-20 sf/locker area factor. Locker rooms include showers, toilets, lavatories, dressing counter areas, entry vestibules, storage and some circulation.

Since the lockers for this facility are to be stackable, and since the locker room will be used in shifts rather than at full occupancy, the Programming Team recommends using a 15 - 20 sf/person area factor, and the Design Build Team should test it within the space available.

A 30% departmental circulation factor will need to be applied to the areas given above.

A 5% growth factor will need to be applied to the areas given above.

4 - Space & Adjacency Requirements

Room by Room Requirements - Individual Room Data Sheets

ROOM: Locker Rooms (Men's & Women's)

TECHNICAL REQUIREMENTS, CONTINUED

Climate Control:

- Temperature & Humidity: 68° to 75° @ 50% RH - **High level of humidity, provide adequate mechanical ventilation**
- Natural Ventilation: No, but if possible to provide additional ventilation

Furniture, Fixture and Equipment Requirements:

- Copier: No
- Shredder: No
- Charging Station: No
- Counters to be ADA accessible
- Separate dressing area counter with additional outlets @ counter height (GFCI)
- Provide wall mounted, continuous mirrors @ sink and dressing area counters, height per Code
- Standard and ADA accessible sinks (*under-mounted preferred*) per Code
- All outlets to be GFCI in wet areas per Code
- Standard and ADA faucets per Code
- Provide standard and ADA accessible showers with enclosed dressing area per Code
- Dressing areas to have waterproof, built-in bench
- Provide standard and ADA accessible toilet stalls per Code
- Half height 18" or 24" wide "Law Enforcement Type", vented lockers for 189 men (w/15% growth) and 29 women (w/15% growth). See appendix for description. **Lockers to be passively vented for drying body armor.**
- Floor mounted benches centered between lockers
- Stainless steel recessed trash cans (ADA accessible)
- Electric hand dryers (ADA accessible)

Electrical /IT/Security:

- Artificial Lighting: Fluorescent or LED (per Energy Code) (All fixtures to be for water locations)
- Footcandle (fc): 50 to 55 fc
- Occupancy Sensor: No
- Dedicated Circuits: Yes, @ dressing counter (*for additional power needed for multiple hair dryers*)
- Data Outlets: No
- Wireless Access: Yes
- Intercom Speaker: No
- Electric Strikes: No
- Door Locks: No
- A/V Special Systems: No
- Counter Outlets: GFCI outlets at counter and walls, per Code
- Emergency Power: Yes, connect part of these rooms' lighting and power to backup generator

Mechanical & Plumbing:

- Exhaust Fan: Yes, heavy levels of humidity, provide enhanced exhaust / humidity control
- Return Air: Yes, provide for increased air changes
- Hot Water: Yes
- Plumbing Fixtures: Yes (brushed nickel preferred)

4 - Space & Adjacency Requirements

Room by Room Requirements - Individual Room Data Sheets

ROOM: Captain's Office
(Executive Office PO-5)

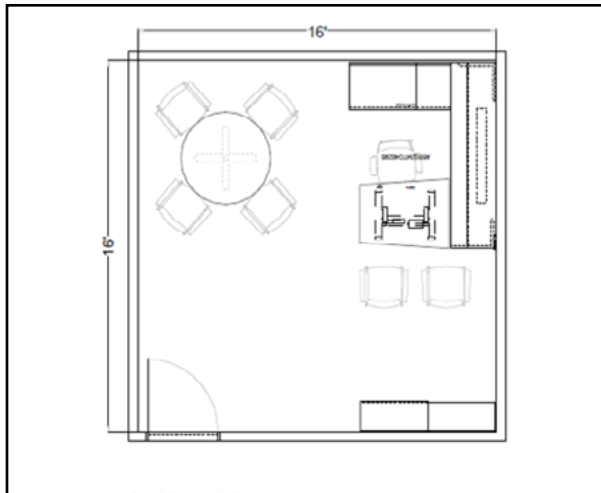
Department: 2100 Patrol

Total Quantity: 1
Room Area (NASF): 256
Occupancy: 1 (w/ up to 6 guests)

Room Function:

The Captain is the highest ranking staff member in this building. His or her office should be centrally located in the building, but away from active sworn officer functions. The captain works directly with Lieutenants and Sergeants on a daily basis.

Diagram



PHYSICAL CONFIGURATION:

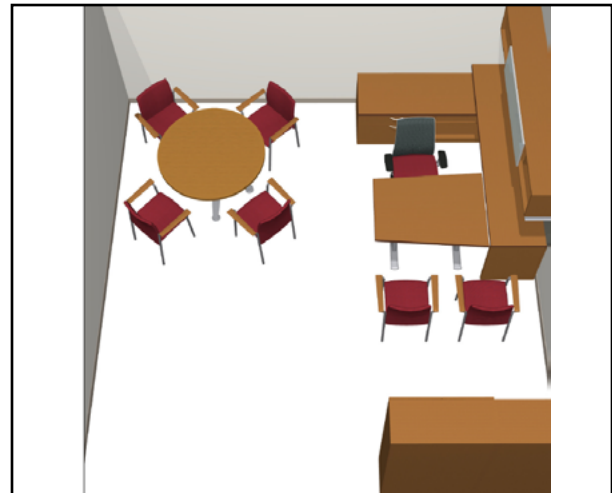
Adjacency:

Lieutenants' Offices, Sergeants' Offices and Waiting Area

Proximity: NA

Furnishings & Equipment: See below

Place 2 seats in a waiting area arrangement directly outside of this office.



Note: These diagrams are for illustration of a possible option and should not serve as the only option for the design team to consider. See AD 1.10.

TECHNICAL REQUIREMENTS

Architectural Requirements:

- Floor: Carpet
- Base: Vinyl
- Walls: Painted GWB
Walls to be STC 62 - 64, with staggered studs and gasket seals at doors and at ceiling. All walls to extend to deck.
- Ceiling: ACT with STC 62 - 64.
- Daylighting: Preferred, but not mandatory
- Visual Connection: No
- Window Shading: Yes, if windows are provided
- Doors: Gasketed to meet STC of walls and ceiling.

4 - Space & Adjacency Requirements

Room by Room Requirements - Individual Room Data Sheets

ROOM: Captain's Office

TECHNICAL REQUIREMENTS, CONTINUED

Climate Control:

- Temperature & Humidity: 68° to 75° @ 50% RH
- Natural Ventilation: NA

Furniture, Fixture and Equipment Requirements:

- Copier: No
- Shredder: No
- Charging Station: Yes

CoSA PO-5 Office Type

- One desk and return
- One credenza
- One task chair
- One table 60" table for 4
- Six side chairs (two @ desk, four @ table)
- Two bookshelves
- One 5-drawer vertical file
- One computer and monitor
- One phone
- One coat rack (floor or wall mounted)
- One big screen TV (42")

Electrical /IT/Security:

- Artificial Lighting: Fluorescent or LED (per Energy Code)
- Footcandle (fc): 50 to 55 fc
- Occupancy Sensor: Yes
- Dedicated Circuits: No
- Data Outlets: Yes
- Wireless Access: Yes
- Intercom Speaker: No
- Electric Strikes: No
- Door Locks: Yes, proximity card on door to enter suite
- A/V Special Systems: Cable or internet connection for large screen TV
- Additional Power & Data: Outlet on wall for TV
- Emergency Power: Yes, connect to backup generator

Mechanical & Plumbing:

- Exhaust Fan: NA
- Return Air: Yes
- Hot Water: No
- Plumbing Fixtures: No

4 - Space & Adjacency Requirements

Room by Room Requirements - Individual Room Data Sheets

ROOM: Lieutenant's Office
(Management Office PO-3)

Department: 2100 Patrol

Total Quantity: 2 - Shared
Room Area (NASF): 144 (or as building allows)
Occupancy: 1

Room Function:

These rooms are each shared by two lieutenants on a daily basis. A, B, C and T shifts each have a Lieutenant on duty all day. A and C share and B and T share, so that there is only one person at any given time. A built in cabinet for each is to be provided.

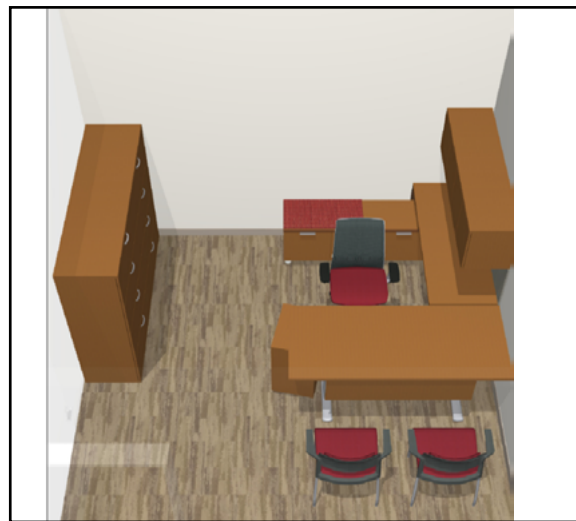
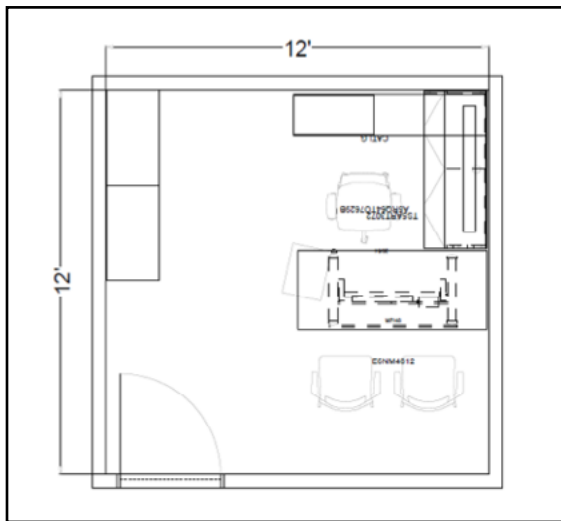
PHYSICAL CONFIGURATION:

Adjacency:
Captains and Patrol Sergeant's offices

Proximity: NA

Furnishings & Equipment: See below and see Built in storage credenza image on following sheet.

Diagram



Note: These diagrams are for illustration of a possible option and should not serve as the only option for the design team to consider. See AD 1.10.

TECHNICAL REQUIREMENTS

Architectural Requirements:

- Floor: VCT
- Base: Vinyl
- Walls: Painted GWB
Walls to be STC 62 - 64, with staggered studs and gasket seals at doors and at ceiling. All walls to extend to deck.
- Ceiling: ACT with STC 62 - 64.
- Daylighting: Preferred, but not mandatory
- Visual Connection: No
- Window Shading: Yes, if windows are provided
- Doors: Gasketed to meet STC of walls and ceiling.

4 - Space & Adjacency Requirements

Room by Room Requirements - Individual Room Data Sheets

ROOM: Lieutenant's Office

TECHNICAL REQUIREMENTS, CONTINUED

Climate Control:

- Temperature & Humidity: 68° to 75° @ 50% RH
- Natural Ventilation: NA

Furniture, Fixture and Equipment Requirements:

- Copier: No
- Shredder: No
- Charging Station: Yes

CoSA PO-3 Office Type

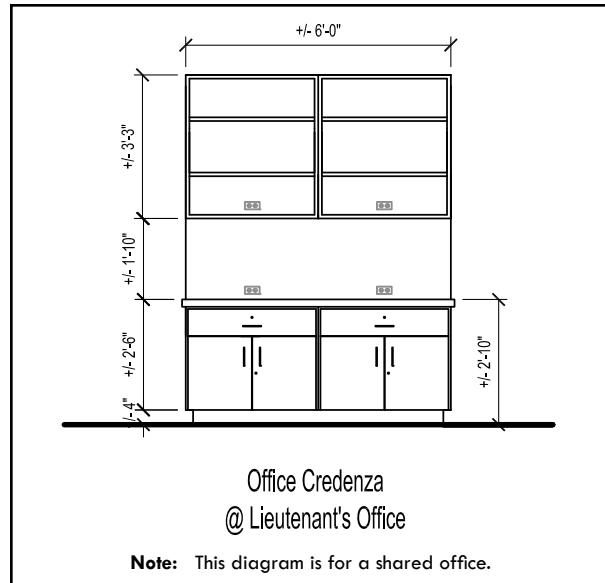
- One desk and return
- One credenza
- One task chair
- One table 30" diameter table for 2
- Four side chairs (two @ desk, two @ table)
- Two bookshelves - or built in split credenza with built in wiring (for shared Lts. offices - see sketch above)
- One 5 drawer vertical file
- One computer and monitor
- One phone
- One coat rack (floor or wall mounted)

Electrical /IT/Security:

- Artificial Lighting: Fluorescent or LED (per Energy Code)
- Footcandle (fc): 50 to 55 fc
- Occupancy Sensor: Yes
- Dedicated Circuits: No
- Data Outlets: Yes
- Wireless Access: Yes
- Intercom Speaker: No
- Electric Strikes: No
- Door Locks: Yes, proximity card on door to enter suite
- A/V Special Systems: No
- Additional Power & Data: No

Mechanical & Plumbing:

- Exhaust Fan: NA
- Return Air: Yes
- Hot Water: No
- Plumbing Fixtures: No



4 - Space & Adjacency Requirements

Room by Room Requirements - Individual Room Data Sheets

ROOM: Sergeant's Office
(Management Office (shared) PO-2)

Department: SAFFE (1 + 1 future), Property Crimes, CRT

Total Quantity: 3 + 1 (Future)
Room Area (NASF): 120
Occupancy: 1

Room Function:
These are offices within the Police division areas. They may be shared between sergeants on different shifts. These offices need to be near the Police Captain's office

and division-specific workstation areas.

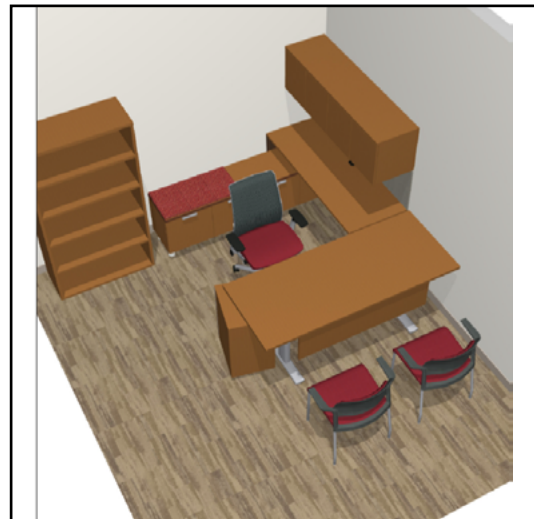
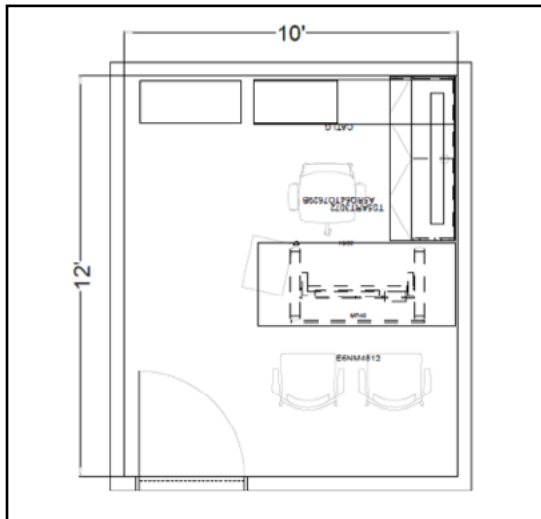
PHYSICAL CONFIGURATION:

Adjacency:
Direct - Division-specific Workstation Areas
Indirect - Captain's Office

Proximity: NA

Furnishings & Equipment: See below

Diagram



Note: These diagrams are for illustration of a possible option and should not serve as the only option for the design team to consider. See AD 1.10.

TECHNICAL REQUIREMENTS

Architectural Requirements:

- Floor: VCT
- Base: Vinyl
- Walls: Painted GWB
Walls to be STC 62 - 64, with staggered studs and gasket seals at doors and at ceiling. All walls to extend to deck.
- Ceiling: ACT with STC 62 - 64.
- Daylighting: Preferred, but not mandatory
- Visual Connection: No
- Window Shading: Yes, if windows are provided
- Doors: Gasketed to meet STC of walls and ceiling.

4 - Space & Adjacency Requirements

Room by Room Requirements - Individual Room Data Sheets

ROOM: Sergeant's Office

TECHNICAL REQUIREMENTS, CONTINUED

Climate Control:

- Temperature & Humidity: 68° to 75° @ 50% RH
- Natural Ventilation: NA

Furniture, Fixture and Equipment Requirements:

- Copier: No
- Shredder: No
- Charging Station: Yes

CoSA PO-2 Office Type

- One desk and return
- One credenza
- One task chair
- Two side chairs
- One bookshelf
- One vertical file?
- One computer and monitor
- One phone
- One coat rack (floor or wall mounted)

Electrical /IT/Security:

- Artificial Lighting: Fluorescent or LED (per Energy Code)
- Footcandle (fc): 50 to 55 fc
- Occupancy Sensor: Yes
- Dedicated Circuits: No
- Data Outlets: Yes
- Wireless Access: Yes
- Intercom Speaker: No
- Electric Strikes: No
- Door Locks: Yes
- A/V Special Systems: No

Mechanical & Plumbing:

- Exhaust Fan: NA
- Return Air: Yes
- Hot Water: No
- Plumbing Fixtures: No

4 - Space & Adjacency Requirements

Room by Room Requirements - Individual Room Data Sheets

ROOM: Fleet Office
(Professional Office PO-1)

Department: Shared Function

Total Quantity: 1
Room Area (NASF): 96
Occupancy: 1

Room Function:

This office houses the person who manages the marked and unmarked vehicle fleet for the Police. It should be near the parking area.

PHYSICAL CONFIGURATION:

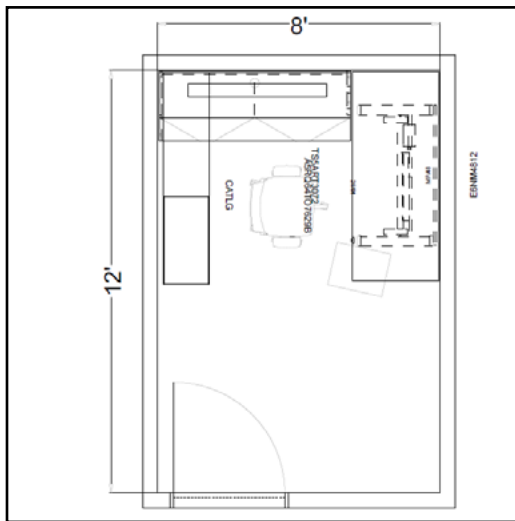
Adjacency:

Direct: Sworn Parking Area
Indirect: Near main employee entry area
Locate on first floor in a two story building, or near elevator if located on second floor.

Proximity: NA

Furnishings & Equipment: See below

Diagram



Note: These diagrams are for illustration of a possible option and should not serve as the only option for the design team to consider. See AD 1.10.

TECHNICAL REQUIREMENTS

Architectural Requirements:

- Floor: VCT
- Base: Vinyl
- Walls: Painted GWB
Walls to be STC 62 - 64, with staggered studs and gasket seals at doors and at ceiling. All walls to extend to deck.
- Ceiling: ACT with STC 62 - 64.
- Daylighting: Preferred, but not mandatory
- Visual Connection: No
- Window Shading: Yes, if windows are provided
- Doors: Gasketed to meet STC of walls and ceiling.

4 - Space & Adjacency Requirements

Room by Room Requirements - Individual Room Data Sheets

ROOM: Fleet Office

TECHNICAL REQUIREMENTS, CONTINUED

Climate Control:

- Temperature & Humidity: 68° to 75° @ 50% RH
- Natural Ventilation: N/A

Furniture, Fixture and Equipment Requirements:

- Copier: No
- Shredder: No
- Charging Station: No

CoSA PO-1 Office Type

- One desk and return
- One task chair
- One side chair
- Two bookshelves
- One vertical file
- One computer and monitor
- One phone

Electrical /IT/Security:

- Artificial Lighting: Fluorescent or LED (per Energy Code)
- Footcandle (fc): 50 to 55 fc
- Occupancy Sensor: Yes
- Dedicated Circuits: No
- Data Outlets: Yes
- Wireless Access: Yes
- Intercom Speaker: No
- Electric Strikes: Yes
- Door Locks: Yes
- A/V Special Systems: No
- Additional Power & Data

Mechanical & Plumbing:

- Exhaust Fan: NA
- Return Air: Yes
- Hot Water: No
- Plumbing Fixtures: No

4 - Space & Adjacency Requirements

Room by Room Requirements - Individual Room Data Sheets

ROOM: Patrol Sergeants' Workstation Area
(6 Management Workstation Cluster WS-5)

Departments: 2100 Patrol

Total Quantity: (6 WS-5s in one room)
Room Area (NASF): 100 x 6 = 600
Occupancy: 6 (1 each)

Room Function:

This room houses 6 workstations for the 2100 Patrol Division Sergeants. There will also be 100sf of file area distributed evenly among the workstations.

PHYSICAL CONFIGURATION:

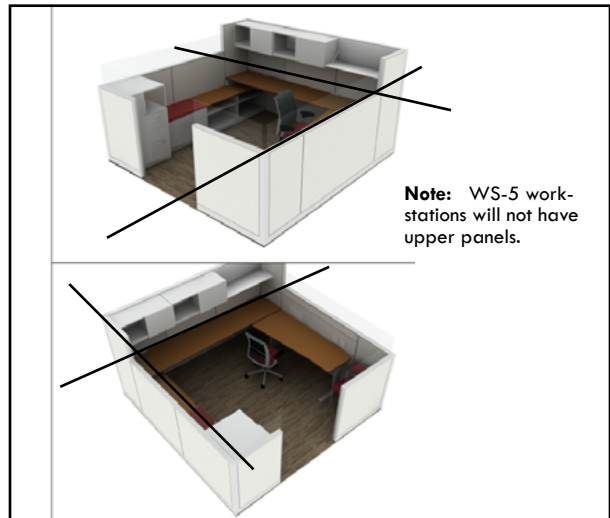
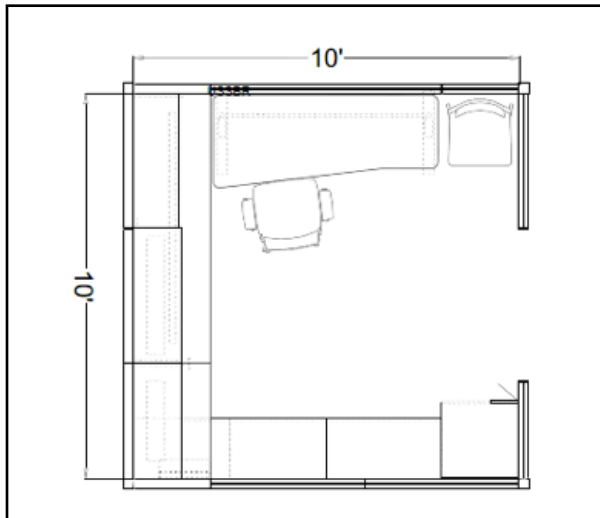
Adjacency:

Lieutenants' Offices and Captain's Office, departmental storage, Work Room, Ready Room

Proximity: NA

Furnishings & Equipment: See below

Diagram



Note: These diagrams are for illustration of a possible option and should not serve as the only option for the design team to consider. See AD 1.10.

TECHNICAL REQUIREMENTS

Architectural Requirements:

- Floor: VCT
- Base: Vinyl
- Walls: Painted GWB
Walls to be STC 62 - 64, with staggered studs and gasket seals at doors and at ceiling. All walls to extend to deck.
- Ceiling: ACT with STC 62 - 64.
- Daylighting: Preferred, but not mandatory
- Visual Connection: No
- Window Shading: Yes, if windows are provided
- Doors: Gasketed to meet STC of walls and ceiling.

4 - Space & Adjacency Requirements

Room by Room Requirements - Individual Room Data Sheets

ROOM: Patrol Sergeants' Workstation Area

TECHNICAL REQUIREMENTS, CONTINUED

Climate Control:

- Temperature & Humidity: 68° to 75° @50% RH
- Natural Ventilation: NA

Furniture, Fixture and Equipment Requirements:

- Copier: No
- Shredder: No
- Charging Station: Yes

CoSA WS-5 Workstation Type

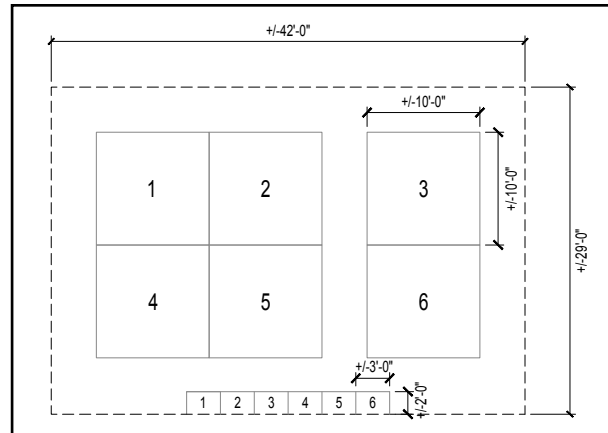
- One desk and return
- One task chair
- One side chairs
- Rolling File
- One bookshelf
- One computer and monitor
- One phone

Electrical /IT/Security:

- Artificial Lighting: Fluorescent or LED (per Energy Code)
- Footcandle (fc): 50 to 55 fc
- Occupancy Sensor: Yes
- Dedicated Circuits: No
- Data Outlets: Yes
- Wireless Access: Yes
- Intercom Speaker: No
- Electric Strikes: No
- Door Locks: No
- A/V Special Systems: No
- Additional Power & Data: No

Mechanical & Plumbing:

- Exhaust Fan: NA
- Return Air: Yes
- Hot Water: No
- Plumbing Fixtures: No



Sergeant's Squad room Layout w/ vertical files

Note: This diagram is for illustration of a possible option and should not serve as the only option for the design team to consider

4 - Space & Adjacency Requirements

Room by Room Requirements - Individual Room Data Sheets

ROOM: SAFFE Officer Workstation Area (6 Workstation Cluster WS-1)

Department: SAFFE

Total Quantity: 6 (WS-1s in one room)

Room Area (NASF): 48 x 6 = 288

Occupancy: 6 (1 ea.)

Room Function:

This room houses 6 workstations for the SAFFE Division. There will also be a bulletin board area and copy/work/file area within this space.

PHYSICAL CONFIGURATION:

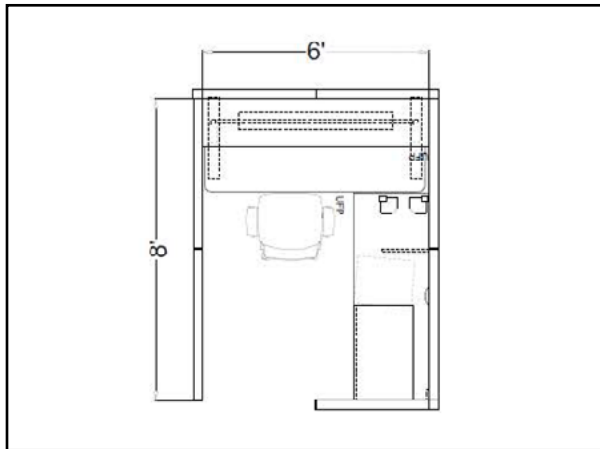
Adjacency:

Direct: SAFFE Sergeant's Office & Captain's Office
Indirect: Front Entry (SAFFE officers interact with the public)

Proximity: NA

Furnishings & Equipment: See below

Diagram



Note: These diagrams are for illustration of a possible option and should not serve as the only option for the design team to consider. See AD 1.10.



Note: All WS-1 workstations will not have upper panels.

TECHNICAL REQUIREMENTS

Architectural Requirements:

- Floor: VCT
- Base: Vinyl
- Walls: Painted GWB
- Ceiling: Suspended Acoustical Ceiling Tile
- Daylighting: No
- Visual Connection: No
- Window Shading: NA

4 - Space & Adjacency Requirements

Room by Room Requirements - Individual Room Data Sheets

ROOM: SAFFE Officer Workstation Area

TECHNICAL REQUIREMENTS, CONTINUED

Climate Control:

- Temperature & Humidity: 68° to 75° @ 50% RH
- Natural Ventilation: NA

Furniture, Fixture and Equipment Requirements:

- Copier: No
- Shredder: No
- Charging Station: Yes

CoSA WS-1 Workstation Type

- One desk and return
- One task chair
- Rolling File
- One computer and monitor
- One phone

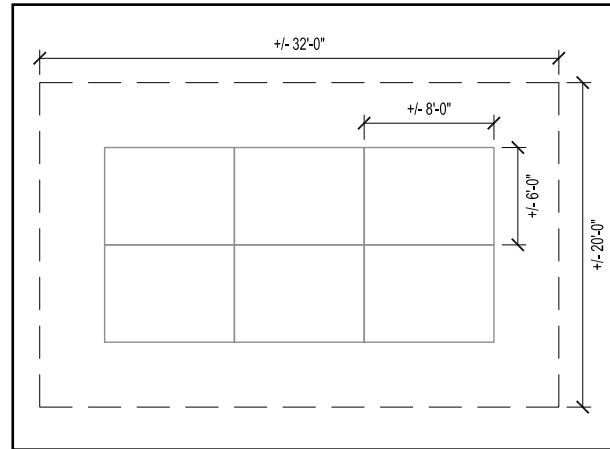
Electrical /IT/Security:

- Artificial Lighting: Fluorescent or LED (per Energy Code)
- Footcandle (fc): 50 to 55 fc
- Occupancy Sensor: Yes
- Dedicated Circuits: No
- Data Outlets: Yes
- Wireless Access: Yes
- Intercom Speaker: No
- Electric Strikes: No
- Door Locks: No
- A/V Special Systems: No
- Additional Power & Data: No

Mechanical & Plumbing:

- Exhaust Fan: NA
- Return Air: Yes
- Hot Water: No
- Plumbing Fixtures: No

Diagram



Note: This diagram is for illustration of a possible option and should not serve as the only option for the design team to consider.

4 - Space & Adjacency Requirements

Room by Room Requirements - Individual Room Data Sheets

ROOM: Property Crimes Detective Workstation Area
 (6 Professional Workstation Cluster WS-3)

Departments: Property Crimes

Total Quantity: 6 (WS-3s in one room)
Room Area (NASF): 70 x 6 = 420
Occupancy: 6 (1 each)

Room Function:
 This room houses 6 workstations for the Property Crimes Division. There will also be a bulletin board area and

work area and file area within this space. These offices should be adjacent to an interview room. This room needs to be lockable.

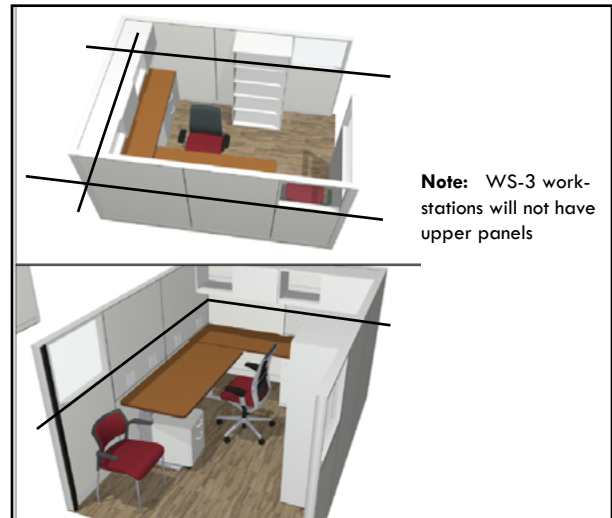
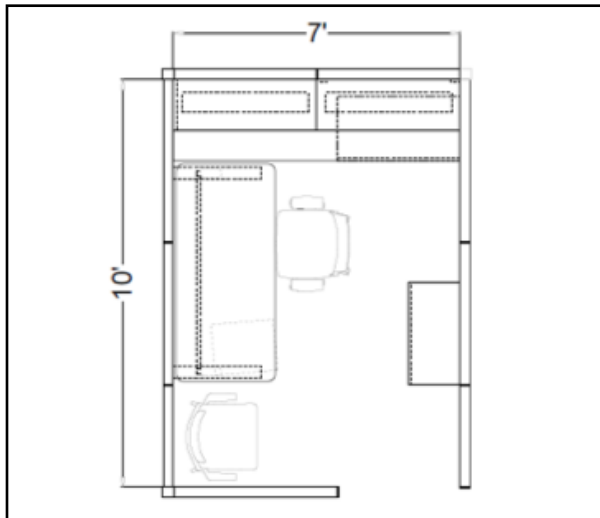
PHYSICAL CONFIGURATION:

Adjacency:
 Captain's Office, Property Crimes Sergeant's Office, Interview Room, Property Recovery Storage Room

Proximity: NA

Furnishings & Equipment: See below

Diagram



Note: These diagrams are for illustration of a possible option and should not serve as the only option for the design team to consider. See AD 1.10.

TECHNICAL REQUIREMENTS

Architectural Requirements:

- Floor: VCT
- Base: Vinyl
- Walls: Painted GWB
- Ceiling: Suspended ACT
- Daylighting: No
- Visual Connection: Yes, into hallway
- Window Shading: NA

4 - Space & Adjacency Requirements

Room by Room Requirements - Individual Room Data Sheets

ROOM: Property Crimes Detective Workstation Area

TECHNICAL REQUIREMENTS, CONTINUED

Climate Control:

- Temperature & Humidity: 68° to 75° @50% RH
- Natural Ventilation: NA

Furniture, Fixture and Equipment Requirements:

- Copier: No
- Shredder: No
- Charging Station: Yes

CoSA WS-3 Workstation Type

- One desk and return
- One task chair
- One side chair
- Rolling File
- One bookshelf
- One computer and monitor
- One phone

Electrical /IT/Security:

- Artificial Lighting: Fluorescent or LED (per Energy Code)
- Footcandle (fc): 50 to 55 fc
- Occupancy Sensor: Yes
- Dedicated Circuits: No
- Data Outlets: Yes
- Wireless Access: Yes
- Intercom Speaker: No
- Electric Strikes: No
- Door Locks: No
- A/V Special Systems: No
- Additional Power & Data: No

Mechanical & Plumbing:

- Exhaust Fan: NA
- Return Air: Yes
- Hot Water: No
- Plumbing Fixtures: No

4 - Space & Adjacency Requirements

Room by Room Requirements - Individual Room Data Sheets

ROOM: Crisis Response Team Workstation Area
 (7 Professional Workstation Cluster WS-3)

Departments: Crisis Response Team

Total Quantity: 5 (WS-3s in one room)
Room Area (NASF): 70 x 5 = 350
Occupancy: 5 (1 each)

Room Function:
 This room houses 5 workstations for the CRT Division. There will also be a bulletin board area, a work area

and a file area within this space. These offices receive visitors, so should be next to a seating area with forms and brochures, and a Consultation Room. This room needs to be lockable.

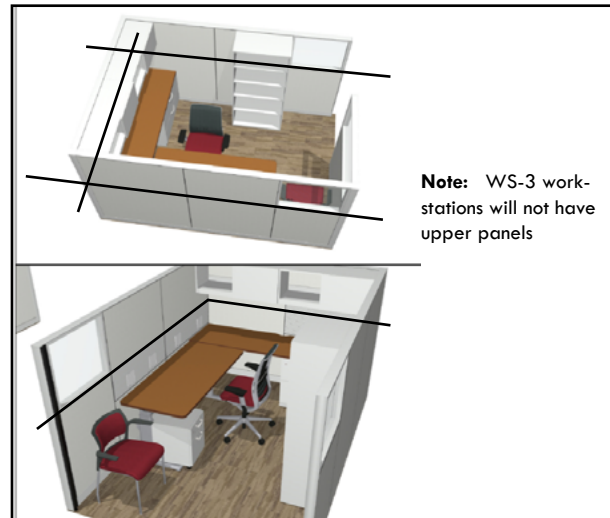
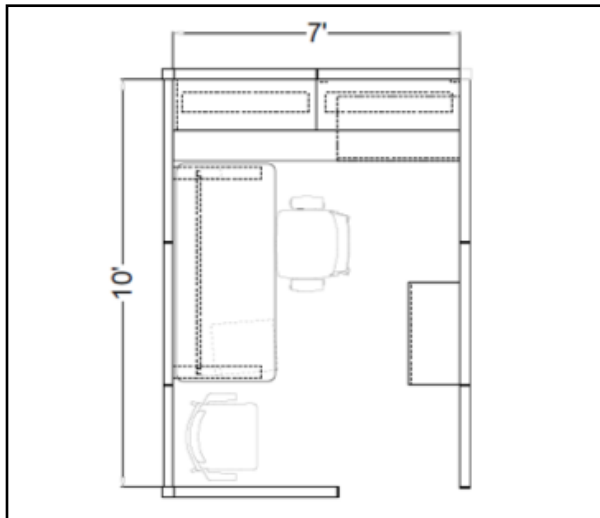
PHYSICAL CONFIGURATION:

Adjacency:
 Captain's Office, CRT Sergeant's Office, Consultation Room, CRT Seating Area

Proximity: NA

Furnishings & Equipment: See below

Diagram



Note: These diagrams are for illustration of a possible option and should not serve as the only option for the design team to consider. See AD 1.10.

TECHNICAL REQUIREMENTS

Architectural Requirements:

- Floor: VCT
- Base: Vinyl
- Walls: Painted GWB
- Ceiling: Suspended ACT
- Daylighting: No
- Visual Connection: Yes, into hallway
- Window Shading: NA

4 - Space & Adjacency Requirements

Room by Room Requirements - Individual Room Data Sheets

ROOM: Crisis Response Team Workstation Area

TECHNICAL REQUIREMENTS, CONTINUED

Climate Control:

- Temperature & Humidity: 68° to 75° @50% RH
- Natural Ventilation: NA

Furniture, Fixture and Equipment Requirements:

- Copier: No
- Shredder: No
- Charging Station: Yes

CoSA WS-3 Workstation Type

- One desk and return
- One task chair
- One side chair
- Rolling File
- One bookshelf
- One computer and monitor
- One phone

Electrical /IT/Security:

- Artificial Lighting: Fluorescent or LED (per Energy Code)
- Footcandle (fc): 50 to 55 fc
- Occupancy Sensor: Yes
- Dedicated Circuits: No
- Data Outlets: Yes
- Wireless Access: Yes
- Intercom Speaker: No
- Electric Strikes: No
- Door Locks: No
- A/V Special Systems: No
- Additional Power & Data: No

Mechanical & Plumbing:

- Exhaust Fan: NA
- Return Air: Yes
- Hot Water: No
- Plumbing Fixtures: No

4 - Space & Adjacency Requirements

Room by Room Requirements - Individual Room Data Sheets

ROOM: UEDI Room (Secure)
Work / Storage Room

Department: 2100 Patrol

Total Quantity: 1
Room Area (NASF): 200
Occupancy: NA

Room Function:

This room will be used by uniform evidence technicians to process minor crime scene evidence. It will have computer workstations (Benching 2) for digitally recording and filing evidence, and a long worktable. Fingerprint evidence will be processed here and fingerprinting kit

powder will be refilled here. Narcotics testing supplies will be stored here. Camera batteries will be charged, and camera film will be stored here. **The room should be lockable and secure to CJIS standards, and walls extend to deck.**

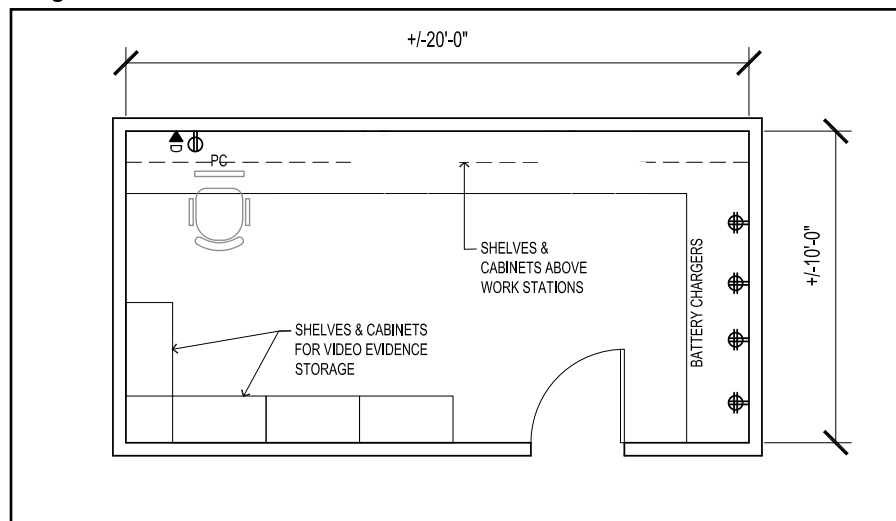
PHYSICAL CONFIGURATION:

Adjacency:
2100 Patrol Squadroom

Proximity: NA

Furnishings & Equipment: See below

Diagram



Note: This diagram is for illustration of a possible option and should not serve as the only option for the design team to consider.

TECHNICAL REQUIREMENTS

Architectural Requirements:

- Floor: VCT
- Base: Vinyl
- Walls: Painted GWB
Walls to be STC 62 - 64, with staggered studs and gasket seals at doors and at ceiling. All walls to extend to deck.
- Ceiling: ACT with STC 62 - 64.
- Daylighting: No
- Visual Connection: No
- Window Shading: No
- Doors: Gasketed to meet STC of walls and ceiling.

4 - Space & Adjacency Requirements

Room by Room Requirements - Individual Room Data Sheets

ROOM: UEDI Room (Secure)

Work / Storage Room

TECHNICAL REQUIREMENTS, CONTINUED

Climate Control:

- Temperature & Humidity: 68° to 75° @ 50% RH
- Natural Ventilation: NA

Furniture, Fixture and Equipment Requirements:

- Copier: No
- Shredder: No
- Charging Station: No
- Built in Work counters with 1 computer (CPU and Monitor) station
- Built in Shelving above all work counters (adjustable shelving)
- Shelving and cabinets for evidence storage
- Camera battery chargers
- Trash and Recycle bins
- 1 Rolling Chairs

Electrical /IT/Security:

- Artificial Lighting: LED or Fluorescent (per Energy Code)
- Footcandle (fc): 50 to 55 fc
- Occupancy Sensor: Yes
- Dedicated Circuits: Yes
- Data Outlets: Yes
- Wireless Access: Yes
- Intercom Speaker: Yes
- Electric Strikes: Yes
- Door Locks: Yes, proximity card for CJIS storage
- A/V Special Systems: Security Camera / TV Monitors

Mechanical & Plumbing:

- Exhaust Fan: Yes, for fingerprinting hood
- Return Air: Yes
- Hot Water: NA
- Plumbing Fixtures: NA

Special Requirements

4 - Space & Adjacency Requirements

Room by Room Requirements - Individual Room Data Sheets

ROOM: Copy/ File/ Work Area

Department: All Departments

Total Quantity: 4
Room Area (NASF): 100
Occupancy: NA

Room Function:

The Copy / File Workroom needs to be an open area, which can be accessible from both sides. It should house the copier(s) and have a built in work counter with lockable cabinets above and below and power at the counter.

PHYSICAL CONFIGURATION:

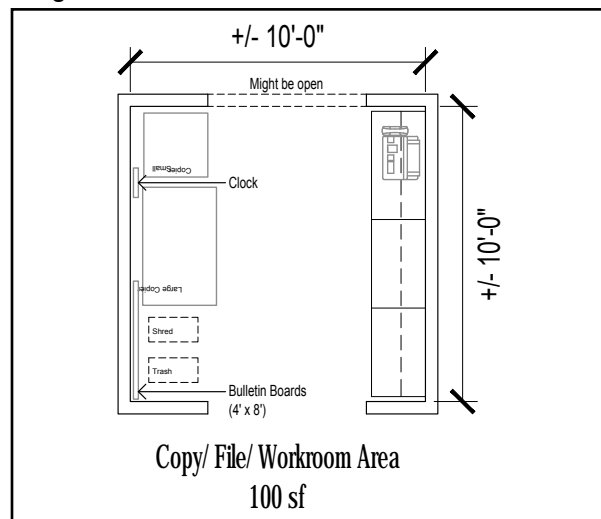
Adjacency:

Centrally located directly off main workstation area as noted on Adjacency Diagram.

Proximity: NA

Furnishings & Equipment: See below

Diagram



Note: This diagram is for illustration of a possible option and should not serve as the only option for the design team to consider



TECHNICAL REQUIREMENTS

Architectural Requirements:

- Floor: VCT
- Base: Vinyl
- Walls: Painted GWB
- Ceiling: Suspended Acoustical Ceiling Tile
- Daylighting: No
- Visual Connection: No
- Window Shading: NA

4 - Space & Adjacency Requirements

Room by Room Requirements - Individual Room Data Sheets

ROOM: Copy / File Work Area

TECHNICAL REQUIREMENTS, CONTINUED

Climate Control:

- Temperature & Humidity: 68° to 75° @ 50% RH
- Natural Ventilation: NA

Furniture, Fixture and Equipment Requirements:

- Copier: Yes (power and data needed)
- Shredder: Yes
- Charging Station: No
- Built in Work counters along long wall with lockable cabinets above and below
- One or Two Copier(s) with dedicated power and data at walls
- Trash and Recycle bins
- Shredder
- Bulletin Boards (2) on one wall near entry

Electrical /IT/Security:

- Artificial Lighting: Fluorescent or LED (per Energy Code)
- Footcandle (fc): 50 to 55 fc
- Occupancy Sensor: Yes
- Dedicated Circuits: Yes at Copier
- Data Outlets: Yes
- Wireless Access: Yes
- Intercom Speaker: No
- Electric Strikes: No
- Door Locks: No
- A/V Special Systems: No
- Additional Power & Data: Yes

Mechanical & Plumbing:

- Exhaust Fan: NA
- Return Air: Yes
- Hot Water: No
- Plumbing Fixtures: No

4 - Space & Adjacency Requirements

Room by Room Requirements - Individual Room Data Sheets

ROOM: Large File Area (Open)

Department: 2100 Patrol, Property Crimes

Total Quantity: 2
Room Area (NASF): 100
Occupancy: NA

Room Function:

This area is an open file area that is affiliated with a specific office or department. It can be stand alone or included in a room. Typically, these are located in a workstation room.

PHYSICAL CONFIGURATION:

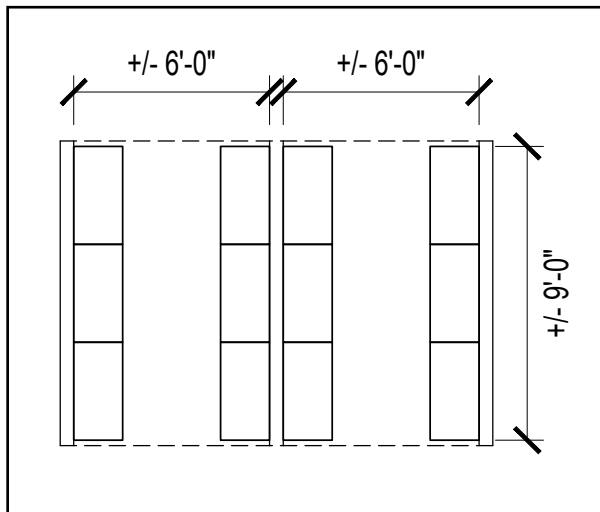
Adjacency:

2100 Patrol Sergeants' Workstation Area, Property Crimes Detectives Workstation Area

Proximity: NA

Furnishings & Equipment: See below

Diagram



Note: This diagram is for illustration of a possible option and should not serve as the only option for the design team to consider.

TECHNICAL REQUIREMENTS

Architectural Requirements:

- Floor: VCT
- Base: Vinyl
- Walls: Painted GWB
- Ceiling: Suspended Acoustical Ceiling Tile
- Daylighting: No
- Visual Connection: No
- Window Shading: NA

4 - Space & Adjacency Requirements

Room by Room Requirements - Individual Room Data Sheets

ROOM: Large File Area (Open)

TECHNICAL REQUIREMENTS, CONTINUED

Climate Control:

- Temperature & Humidity: 68° to 75° @ 50% RH
- Natural Ventilation: NA

Furniture, Fixture and Equipment Requirements:

- Copier: No
- Shredder: No
- Charging Station: No

- Ten to twelve 4-drawer Lateral Files

Electrical /IT/Security:

- Artificial Lighting: Fluorescent or LED (per Energy Code)
- Footcandle (fc): 50 to 55 fc
- Occupancy Sensor: Yes
- Dedicated Circuits: No
- Data Outlets: No
- Wireless Access: Yes
- Intercom Speaker: No
- Electric Strikes: Yes, if an enclosed room, No, if open
- Door Locks: Yes, if an enclosed room, No, if open
- A/V Special Systems: No

Mechanical & Plumbing:

- Exhaust Fan: No
- Return Air: Yes
- Hot Water: No
- Plumbing Fixtures: No

4 - Space & Adjacency Requirements

Room by Room Requirements - Individual Room Data Sheets

ROOM: Small File Area (Open)
Service Agent Area

Department: Shared Functions

Total Quantity: 1
Room Area (NASF): 50
Occupancy: NA

PHYSICAL CONFIGURATION:

Adjacency:
Service Agent Area

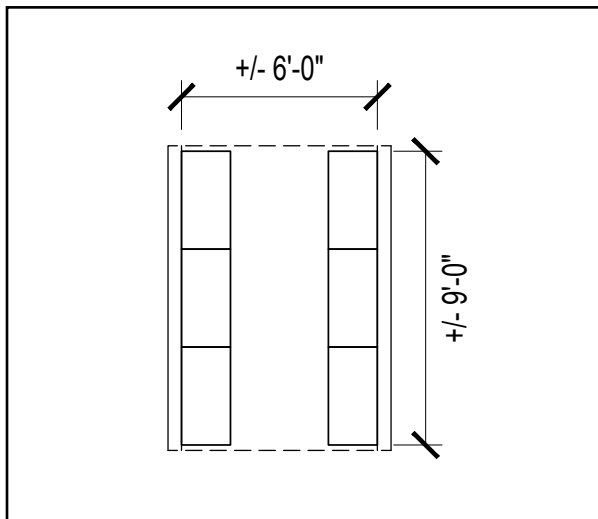
Proximity: NA

Furnishings & Equipment: See below

Room Function:

This area is an open file area that is affiliated with a specific office or department. It can be stand alone or included in a room.

Diagram



Note: This diagram is for illustration of a possible option and should not serve as the only option for the design team to consider.

TECHNICAL REQUIREMENTS

Architectural Requirements:

- Floor: VCT
- Base: Vinyl
- Walls: Painted GWB
- Ceiling: Suspended Acoustical Ceiling Tile
- Daylighting: No
- Visual Connection: No
- Window Shading: NA

4 - Space & Adjacency Requirements

Room by Room Requirements - Individual Room Data Sheets

ROOM: Small File Area (Open)

Service Agent Area

TECHNICAL REQUIREMENTS, CONTINUED

Climate Control:

- Temperature & Humidity: 68° to 75° @ 50% RH
- Natural Ventilation: NA

Furniture, Fixture and Equipment Requirements:

- Copier: No
- Shredder: No
- Charging Station: No

- Six 4-drawer Lateral Files

Electrical /IT/Security:

- Artificial Lighting: Fluorescent or LED (per Energy Code)
- Footcandle (fc): 50 to 55 fc
- Occupancy Sensor: Yes
- Dedicated Circuits: No
- Data Outlets: No
- Wireless Access: Yes
- Intercom Speaker: No
- Electric Strikes: No, this is an area within a secure, lockable room
- Door Locks: No, this is an area within a secure, lockable room
- A/V Special Systems: No

Mechanical & Plumbing:

- Exhaust Fan: No
- Return Air: Yes
- Hot Water: No
- Plumbing Fixtures: No

4 - Space & Adjacency Requirements

Room by Room Requirements - Individual Room Data Sheets

ROOM: Misc. Storage Room (Large)

Department: 2100 Patrol, SAFFE, Shared Functions

Total Quantity: 3
Room Area (NASF): 100
Occupancy: NA

Room Function:

This room will be used by the various departments to store items used by the department.

PHYSICAL CONFIGURATION:

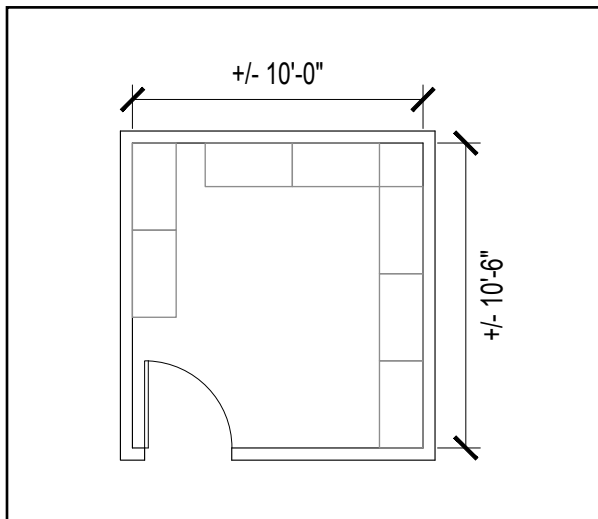
Adjacency:

2100 Patrol Sergeant's Workstation Area, SAFFE Officers' Workstation Area, Service Agents Area

Proximity: NA

Furnishings & Equipment: See below

Diagram



Note: This diagram is for illustration of a possible option and should not serve as the only option for the design team to consider

TECHNICAL REQUIREMENTS

Architectural Requirements:

- Floor: VCT
- Base: Vinyl
- Walls: Painted GWB
- Ceiling: Suspended Acoustical Ceiling Tile
- Daylighting: No
- Visual Connection: No
- Window Shading: NA

4 - Space & Adjacency Requirements

Room by Room Requirements - Individual Room Data Sheets

ROOM: Misc. Storage Room (Large)

TECHNICAL REQUIREMENTS, CONTINUED

Climate Control:

- Temperature & Humidity: 68° to 75° @ 50% RH
- Natural Ventilation: NA

Furniture, Fixture and Equipment Requirements:

- Copier: No
- Shredder: No
- Charging Station: No

- Four 5-shelf moveable shelving units (36" x 18" x 72")
- Two 2-door supply storage cabinets (36" x 18" x 72")

Electrical /IT/Security:

- Artificial Lighting: Fluorescent or LED (per Energy Code)
- Footcandle (fc): 50 to 55 fc
- Occupancy Sensor: Yes
- Dedicated Circuits: No
- Data Outlets: No
- Wireless Access: Yes
- Intercom Speaker: No
- Electric Strikes: Yes
- Door Locks: Yes
- A/V Special Systems: No

Mechanical & Plumbing:

- Exhaust Fan: No
- Return Air: Yes
- Hot Water: No
- Plumbing Fixtures: No

4 - Space & Adjacency Requirements

Room by Room Requirements - Individual Room Data Sheets

ROOM: Misc. Storage Room (Small)

PHYSICAL CONFIGURATION:

Department: Shared Functions

Adjacency:

Break Room, Report Writing Room, Fitness Room

Total Quantity: 3

Room Area (NASF): 50

Proximity: NA

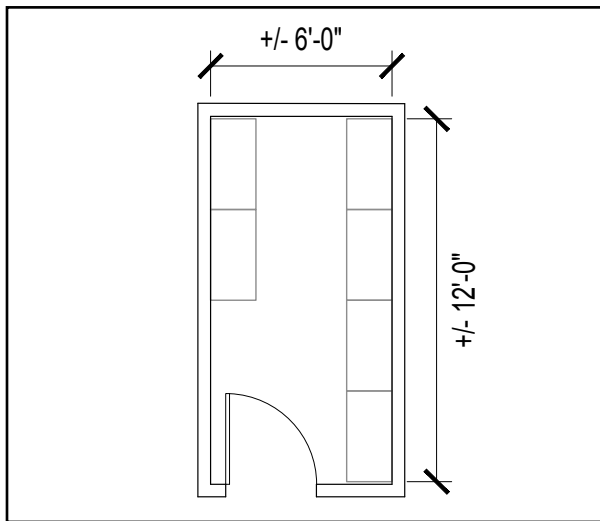
Occupancy: NA

Furnishings & Equipment: See below

Room Function:

This lockable room will be used for the storage of items.

Diagram



Note: This diagram is for illustration of a possible option and should not serve as the only option for the design team to consider.

TECHNICAL REQUIREMENTS

Architectural Requirements:

- Floor: VCT
- Base: Vinyl
- Walls: Painted GWB
- Ceiling: Suspended Acoustical Ceiling Tile
- Daylighting: No
- Visual Connection: No
- Window Shading: NA

4 - Space & Adjacency Requirements

Room by Room Requirements - Individual Room Data Sheets

ROOM: Misc. Storage Room (Small)

TECHNICAL REQUIREMENTS, CONTINUED

Climate Control:

- Temperature & Humidity: 68° to 75° @ 50% RH
- Natural Ventilation: NA

Furniture, Fixture and Equipment Requirements:

- Copier: No
- Shredder: No
- Charging Station: No

- Four 5-shelf moveable shelving units (36" x 18" x 72")
- Two 2-door supply storage cabinets (36" x 18" x 72")

Electrical /IT/Security:

- Artificial Lighting: Fluorescent or LED (per Energy Code)
- Footcandle (fc): 50 to 55 fc
- Occupancy Sensor: Yes
- Dedicated Circuits: No
- Data Outlets: No
- Wireless Access: Yes
- Intercom Speaker: No
- Electric Strikes: Yes
- Door Locks: Yes
- A/V Special Systems: No

Mechanical & Plumbing:

- Exhaust Fan: No
- Return Air: Yes
- Hot Water: No
- Plumbing Fixtures: No

4 - Space & Adjacency Requirements

Room by Room Requirements - Individual Room Data Sheets

ROOM: Property Recovery Storage Room & Property Crimes Storage Room

Department: Property Crimes

Total Quantity: 1
Room Area (NASF): 100
Occupancy: NA

Room Function:

This room will be used by Property Crimes to store recovered stolen property.

PHYSICAL CONFIGURATION:

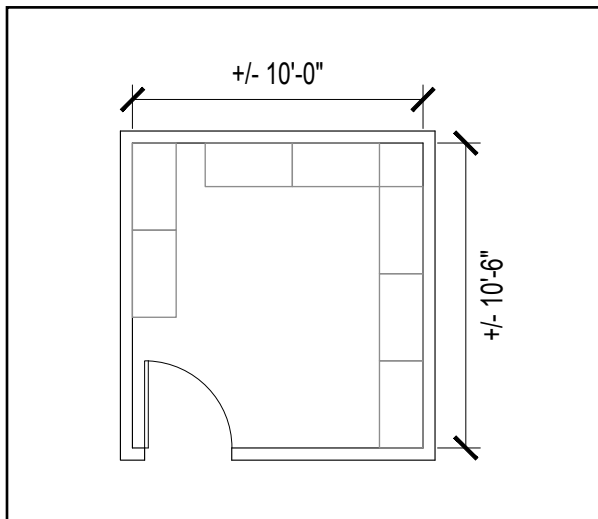
Adjacency:

Property Crimes Workstation Area

Proximity: NA

Furnishings & Equipment: See below

Diagram



Note: This diagram is for illustration of a possible option and should not serve as the only option for the design team to consider

TECHNICAL REQUIREMENTS

Architectural Requirements:

- Floor: VCT
- Base: Vinyl
- Walls: Painted GWB
- Ceiling: Suspended Acoustical Ceiling Tile
- Daylighting: No
- Visual Connection: No
- Window Shading: NA

4 - Space & Adjacency Requirements

Room by Room Requirements - Individual Room Data Sheets

ROOM: Property Recovery Storage Room

TECHNICAL REQUIREMENTS, CONTINUED

Climate Control:

- Temperature & Humidity: 68° to 75° @ 50% RH
- Natural Ventilation: NA

Furniture, Fixture and Equipment Requirements:

- Copier: No
- Shredder: No
- Charging Station: No
-

For Property Crimes Recovery Storage

- Four 5-shelf moveable shelving units (36" x 18" x 72")
- Two 2-door supply storage cabinets (36" x 18" x 72")
- or built in Counters with cabinets above and below

For Property Crimes Storage

- 20 5-drawer vertical files for Property Crimes Storage

Electrical /IT/Security:

- Artificial Lighting: Fluorescent or LED (per Energy Code)
- Footcandle (fc): 50 to 55 fc
- Occupancy Sensor: Yes
- Dedicated Circuits: No
- Data Outlets: No
- Wireless Access: Yes
- Intercom Speaker: No
- Electric Strikes: Yes
- Door Locks: Yes, proximity card for CJIS storage
- A/V Special Systems: Security Camera / TV Monitors

Mechanical & Plumbing:

- Exhaust Fan: No
- Return Air: Yes
- Hot Water: No
- Plumbing Fixtures: No

4 - Space & Adjacency Requirements

Room by Room Requirements - Individual Room Data Sheets

ROOM: MDF and Security Room

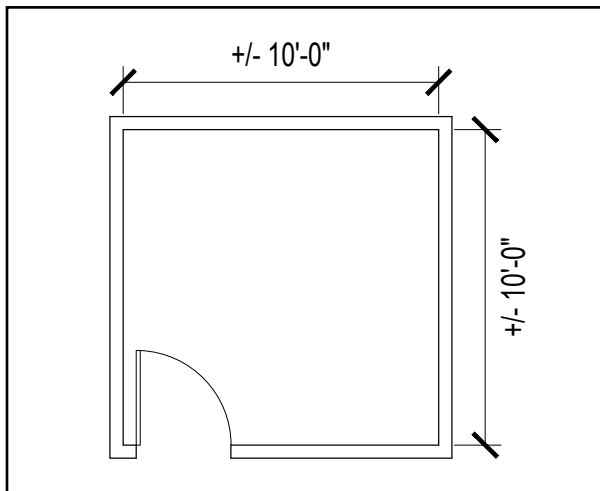
Department: Shared Functions

Total Quantity: 1
Room Area (NASF): 100 (or as required)
Occupancy: NA

Room Function:

This room holds the Main IT Distribution Frame as it enters the building from lines outside and feeds throughout the building to IDF rooms, and then throughout the building. This room is to be very secure, lockable with security cameras installed within the room. It will also house the building's security system.

Diagram



Note: This diagram is for illustration of a possible option and should not serve as the only option for the design team to consider.

TECHNICAL REQUIREMENTS

Architectural Requirements:

- Floor: VCT
- Base: Vinyl
- Walls: Painted GWB,
Walls to extend to deck; fire-resistant painted plywood per ITSD and Security Guidelines. (except Fire Rating Stamp) There are to be no wall penetrations by building systems duct work, conduit, or pipe that are serving other spaces. Do not allow roof drain piping to enter space. Do not place HVAC equipment on the roof above this space.
- Ceiling: No ceiling
- Daylighting: No
- Visual Connection: No
- Window Shading: NA
- Doors: Gasketed per NFPA requirements for fire suppression clean agent system.

PHYSICAL CONFIGURATION:

Adjacency:

Security Room
 Distance to IDF Room: 100m max, if on one floor; 90m max if on two floors.

Proximity: NA

Furnishings & Equipment: See below
 As required by ITSD

4 - Space & Adjacency Requirements

Room by Room Requirements - Individual Room Data Sheets

ROOM: MDF and Security Room (and A/V Room)

TECHNICAL REQUIREMENTS, CONTINUED

Climate Control:

- Temperature & Humidity: 68° to 75° @ 50% RH Verify with MEP and ITSD, provide additional HVAC as required for equipment. Provide heat alarm in room in case of HVAC failure. Systems serving other parts of the building should terminate outside this room.
- Natural Ventilation: N/A

Furniture, Fixture and Equipment Requirements:

- Copier: No
- Shredder: No
- Charging Station: No

Electrical /IT/Security:

- Artificial Lighting: Fluorescent or LED (per Energy Code)
- Footcandle (fc): 50 to 55 fc
- Occupancy Sensor: Yes
- Dedicated Circuits: Yes, to HVAC & Equipment
- Data Outlets: Yes
- Wireless Access: Yes
- Intercom Speaker: No
- Electric Strikes: Yes ITSD Access Controls
- Door Locks: Yes, ITSD Access Controls
- A/V Special Systems: No
- Additional Power & Data: Yes
- Emergency Power: Yes, connect to backup generator.

Mechanical & Plumbing:

- Exhaust Fan: NA
- Return Air: Yes. Systems serving other parts of the building should terminate outside this room.
- Hot Water: No
- Plumbing Fixtures: No
- Dedicated HVAC: Yes. Systems serving other parts of the building should terminate outside this room.
- Fire Suppression: Yes. Provide total flooding clean agent: BRW recommends the Novac 1230 by 3M. Room will need to be sealed "air tight" to comply with NFPA requirements for clean agent system. Design Team to verify fire suppression system preference with SAPD and CoSA Public Works.

4 - Space & Adjacency Requirements

Room by Room Requirements - Individual Room Data Sheets

ROOM: IDF Room

Department: Shared Functions

Total Quantity: 1
Room Area (NASF): 100 (or as required)
Occupancy: NA

Room Function:

This room holds the Intermediate IT Distribution Frame, as IT cabling leaves the MDF room and feeds throughout the building to IDF rooms. This room is to be very secure, lockable with security cameras installed within the room. Building Security equipment may be housed in this room, in

addition to what is in the MDF and Security Room.

PHYSICAL CONFIGURATION:

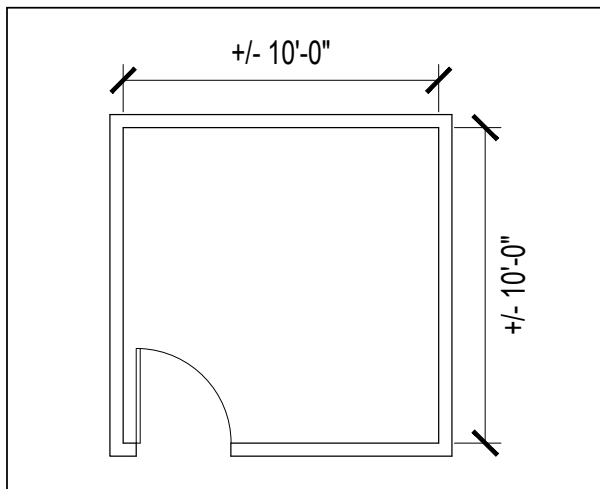
Adjacency:

Security Room
 Distance to MDF Room: 100m max, if on one floor; 90m max if on two floors.
 Distance to nodes: 100m max, if on same floor

Proximity: NA

Furnishings & Equipment: See below

Diagram



Note: This diagram is for illustration of a possible option and should not serve as the only option for the design team to consider

TECHNICAL REQUIREMENTS

Architectural Requirements:

- Floor: VCT
- Base: Vinyl
- Walls: Painted GWB,
- Walls to extend to deck; fire-resistant painted plywood per ITSD and Security Guidelines. (except Fire Rating Stamp) There are to be no wall penetrations by building systems duct work, conduit, or pipe that are serving other spaces. Do not allow roof drain piping to enter space. Do not place HVAC equipment on the roof above this space.
- Ceiling: No ceiling
- Daylighting: No
- Visual Connection: No
- Window Shading: NA
- Doors: Gasketed per NFPA requirements for fire suppression clean agent system.

4 - Space & Adjacency Requirements

Room by Room Requirements - Individual Room Data Sheets

ROOM: IDF Room

TECHNICAL REQUIREMENTS, CONTINUED

Climate Control:

- Temperature & Humidity: 68° to 75° @ 50% RH Verify with MEP and ITSD, provide additional HVAC as required for equipment. Provide heat alarm in room in case of HVAC failure. Systems serving other parts of the building should terminate outside this room.
- Natural Ventilation: N/A

Furniture, Fixture and Equipment Requirements:

- Copier: No
- Shredder: No
- Charging Station: No

Electrical /IT/Security:

- Artificial Lighting: Fluorescent or LED (per Energy Code)
- Footcandle (fc): 50 to 55 fc
- Occupancy Sensor: Yes
- Dedicated Circuits: Yes, to HVAC & Equipment
- Data Outlets: Yes
- Wireless Access: Yes
- Intercom Speaker: No
- Electric Strikes: Yes ITSD Access Controls
- Door Locks: Yes, ITSD Access Controls
- A/V Special Systems: No
- Additional Power & Data: Yes
- Emergency Power: Yes, connect to backup generator

Mechanical & Plumbing:

- Exhaust Fan: NA
- Return Air: Yes. Systems serving other parts of the building should terminate outside this room.
- Hot Water: No
- Plumbing Fixtures: No
- Dedicated HVAC: Yes. Systems serving other parts of the building should terminate outside this room.
- Fire Suppression: Yes. Provide total flooding clean agent: BRW recommends the Novac 1230 by 3M. Room will need to be sealed "air tight" to comply with NFPA requirements for clean agent system. Design Team to verify fire suppression system preference with SAPD and CoSA Public Works.

4 - Space & Adjacency Requirements

Room by Room Requirements - Individual Room Data Sheets

ROOM: Mechanical Room

Department: Support Function

Total Quantity: As required by MEP Eng.
Room Area (NASF): As required by MEP Eng.
Occupancy: As required by Code

Room Function:

This room houses the Mechanical Equipment within the building. The team's MEP engineer will have to size the appropriate equipment.

PHYSICAL CONFIGURATION:

Adjacency:
As determined by MEP Engineer

Proximity: NA

Furnishings & Equipment: NA

Diagram



TECHNICAL REQUIREMENTS

Architectural Requirements:

- Floor: Sealed Concrete
- Base: NA
- Walls: Painted CMU or GWB
Walls to be STC 62 - 64, with staggered studs and gasket seals at doors and at deck. All walls to extend to deck.
- Ceiling: No Ceiling
- Daylighting: No
- Visual Connection: No
- Window Shading: NA
- Doors: Gasketed to meet STC of walls.

4 - Space & Adjacency Requirements

Room by Room Requirements - Individual Room Data Sheets

ROOM: Mechanical Room

TECHNICAL REQUIREMENTS, CONTINUED

Climate Control:

- Temperature & Humidity: 68° to 75° @ 50% RH
- Natural Ventilation: NA

Furniture, Fixture and Equipment Requirements:

- Copier: No
- Shredder: No
- Charging Station: No

Electrical /IT/Security:

- Artificial Lighting: Fluorescent or LED (per Energy Code)
- Footcandle (fc): 50 to 55 fc
- Occupancy Sensor: Yes
- Dedicated Circuits: As required by MEP Engineer
- Data Outlets: As required by MEP Engineer
- Wireless Access: As required by MEP Engineer
- Intercom Speaker: No
- Electric Strikes: Yes
- Door Locks: Yes
- A/V Special Systems: No
- Additional Power & Data: As required by MEP Engineer

Mechanical & Plumbing:

- Exhaust Fan: NA
- Return Air: Yes
- Hot Water: No
- Plumbing Fixtures: No

4 - Space & Adjacency Requirements

Room by Room Requirements

ROOM: Electrical Room

Department: Support Function

Total Quantity: As required by MEP Eng.
Room Area (NASF): As required by MEP Eng.
Occupancy: As required by Code

Room Function:

This room houses the Electrical Equipment within the building. The team's MEP engineer will have to size the appropriate equipment.

PHYSICAL CONFIGURATION:

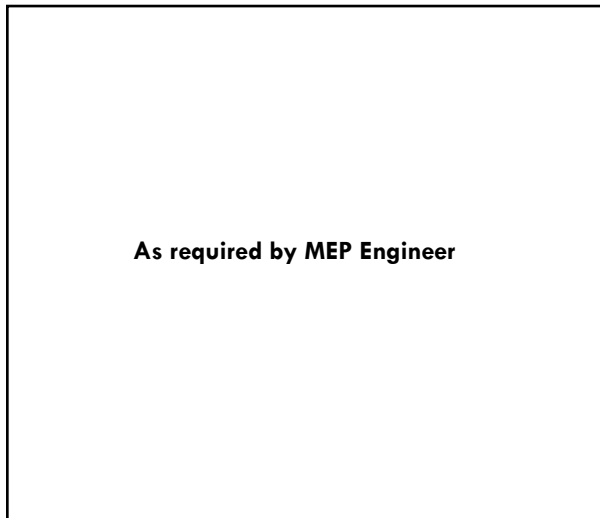
Adjacency:
As determined by MEP Engineer

Proximity: NA

Furnishings & Equipment:

As required for electrical panels and panels for back up generator (located outside of the building).

Diagram



TECHNICAL REQUIREMENTS

- Architectural Requirements:** Sealed concrete floor
Painted CMU walls, painted GWB ceiling (if required)
Ceiling or wall mounted light Fixture
Room should be lockable.
- Climate Control:** Yes, as required by equipment manufacturer.
- Fixture Requirements:** Provide needed support on walls as required by equipment manufacturers.
- Electrical / IT / Security:** 110v outlets or per Code, as required for equipment. Determined by MEP Eng.
IT as required for equipment.
Security camera
- Mechanical & Plumbing:** HVAC and Plumbing as required for equipment, as determined by MEP Engineer.

4 - Space & Adjacency Requirements

Room by Room Requirements - Individual Room Data Sheets

ROOM: Janitor's Closet

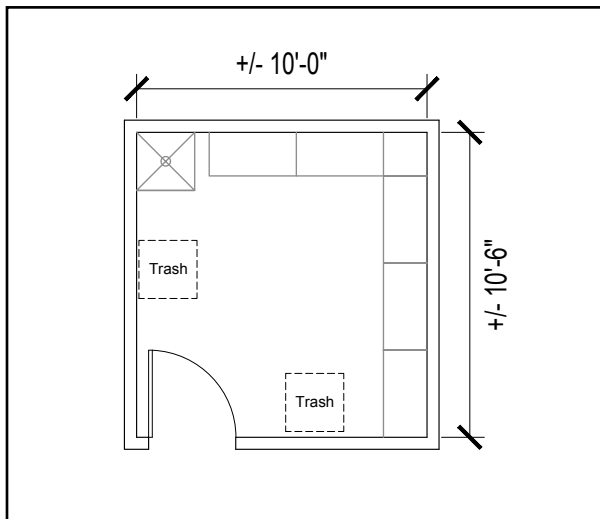
Department: Support Functions

Total Quantity: 2
Room Area (NASF): 100
Occupancy: NA

Room Function:

This room houses the building's mop sink and storage for cleaning equipment and materials. Two rolling trash cans need to be accommodated, as well as electric equipment (vacuum). Provide stainless steel rack for hanging brooms, mops, etc., as well as stainless steel panels on both side of the mop sink.

Diagram



Note: This diagram is for illustration of a possible option and should not serve as the only option for the design team to consider

PHYSICAL CONFIGURATION:

Adjacency:

Locate by restrooms in a central location.

Proximity: NA

Furnishings & Equipment: See below

TECHNICAL REQUIREMENTS

Architectural Requirements:

- Floor: VCT
- Base: Vinyl
- Walls: Painted GWB
- Ceiling: Suspended Acoustical Ceiling Tile
- Daylighting: No
- Visual Connection: No
- Window Shading: NA

4 - Space & Adjacency Requirements

Room by Room Requirements - Individual Room Data Sheets

ROOM: Janitor's Closet

TECHNICAL REQUIREMENTS, CONTINUED

Climate Control:

- Temperature & Humidity: 68° to 75° @ 50% RH
- Natural Ventilation: NA

Furniture, Fixture and Equipment Requirements:

- Copier: No
- Shredder: No
- Charging Station: No
- 2 walls lined with five-shelf open storage units (36" x 18" x 72")
- Mop Sink located in one corner, stainless fixtures (wall surfaces) on both sides

Electrical /IT/Security:

- Artificial Lighting: Fluorescent or LED (per Energy Code)
- Footcandle (fc): 50 to 55 fc
- Occupancy Sensor: Yes
- Dedicated Circuits: No
- Data Outlets: No
- Wireless Access: No
- Intercom Speaker: No
- Electric Strikes: No
- Door Locks: Yes
- A/V Special Systems: No
- Additional Power & Data: No

Mechanical & Plumbing:

- Exhaust Fan: Yes
- Return Air: Yes
- Hot Water: No
- Plumbing Fixtures: No

4 - Space & Adjacency Requirements

Room by Room Requirements

ROOM: Fire Control / Alarm Room

PHYSICAL CONFIGURATION:

Department: Support Function

Adjacency:

As determined by MEP Engineer

Total Quantity: As required by MEP Engr.

Room Area (NASF): As required by MEP Engr.

Proximity:

Occupancy: As required by Code

NA

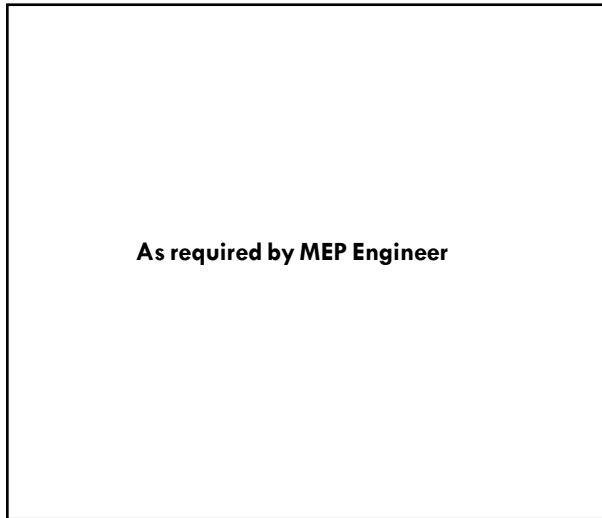
Room Function:

If a Fire Control / Alarm system is required, then a room shall be provided to house the fire control panel for the garage. It should be located near the front entry. One FDC (Fire Department Connection) required for the building and standpipes to be located at each stair landing.

Furnishings & Equipment:

As required for fire control panels and equipment, as required by the CoSA Fire Marshall.

Diagram



TECHNICAL REQUIREMENTS

Architectural Requirements:

Sealed concrete floor
 Painted CMU walls, painted GWB ceiling (if required)
 Ceiling or wall mounted light Fixture
 Room should be lockable.

Climate Control:

Yes, if room is required.

Fixture Requirements:

Provide needed support on walls as required by equipment manufacturers.

Electrical / IT / Security:

110v outlets or per Code, as required for equipment. Determined by MEP Engr.
 IT as required for equipment
 Security camera

Mechanical & Plumbing:

HVAC and Plumbing as required for equipment, as determined by MEP Engineer.

4 - Space & Adjacency Requirements

Room by Room Requirements - Individual Room Data Sheets

ROOM: General Building Supply Storage

Department: Support Functions

Total Quantity: 1 or 2 (if two story)

Room Area (NASF): 100

Occupancy: NA

Room Function:

This room is to house miscellaneous items for the building. It should be located near the mud room / entry area, if possible, and near the Service Agent's area, as the person who manages supplies is the head Service Agent at Central Substation.

If building is two story, there should be two storage rooms.

PHYSICAL CONFIGURATION:

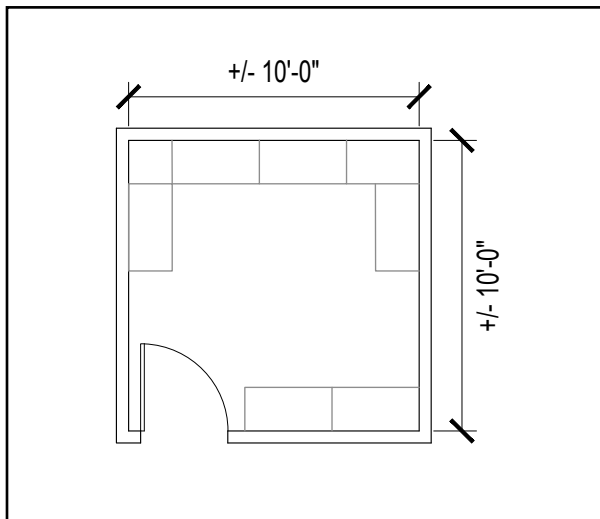
Adjacency:

Near Mud Room & Delivery Area and Service Agent in charge.

Proximity: NA

Furnishings & Equipment: See below

Diagram



Note: This diagram is for illustration of a possible option and should not serve as the only option for the design team to consider

TECHNICAL REQUIREMENTS

Architectural Requirements:

- Floor: VCT
- Base: Vinyl
- Walls: Painted GWB
- Ceiling: Suspended Acoustical Ceiling Tile
- Daylighting: No
- Visual Connection: No
- Window Shading: NA

4 - Space & Adjacency Requirements

Room by Room Requirements - Individual Room Data Sheets

ROOM: General Building Supply Storage

TECHNICAL REQUIREMENTS, CONTINUED

Climate Control:

- Temperature & Humidity: 68° to 75° @ 50% RH
- Natural Ventilation: NA

Furniture, Fixture and Equipment Requirements:

- Copier: No
- Shredder: No
- Charging Station: No
- COBAN Charger: No
- Motorcycle Cam Charger: No
- 4 Five-shelf freestanding metal storage units (36" x 24" x 72")
- 2 two-door supply storage cabinet (36" x 24 " x 72")

Electrical /IT/Security:

- Artificial Lighting: Fluorescent or LED (per Energy Code)
- Footcandle (fc): 50 to 55 fc
- Occupancy Sensor: Yes
- Dedicated Circuits: No
- Data Outlets: No
- Wireless Access: No
- Intercom Speaker: No
- Electric Strikes: Yes
- Door Locks: Yes
- A/V Special Systems: No
- Additional Power & Data: No

Mechanical & Plumbing:

- Exhaust Fan: NA
- Return Air: Yes
- Hot Water: No
- Plumbing Fixtures: No

4 - Space & Adjacency Requirements

Room by Room Requirements - Individual Room Data Sheets

ROOM: Public & Staff Restrooms

PHYSICAL CONFIGURATION:

Department: Support Function

Adjacency:

Total Quantity: As required by Code
Room Area (NASF): As required by Code
Occupancy: As required by Code

Public Restrooms: off of Lobby
 Staff Restrooms: restricted access, centrally located

Proximity: Locker Room Restrooms near Fitness

Room Function:

Furnishings & Equipment: NA

There will be public and staff restrooms. Public Restrooms for male & female visitors needs to be located off of the Lobby. Another set of male & female restrooms for restricted access staff should be centrally located in the building, but near the service agents, who are on 8 hr shifts. The locker rooms should also contain restrooms for male & female staff. (Must meet OSHA, DCoF, & SCoF)

TECHNICAL REQUIREMENTS

Architectural Requirements:

- Floor: Ceramic Tile
- Base: Ceramic Tile (Sanitary cove base)
- Walls: Ceramic Tile
- Ceiling: Painted GWB
- Daylighting: Yes, @ Clerestory if possible
- Visual Connection: No
- Window Shading: NA

Climate Control:

- Temperature & Humidity: 68° to 75° @ 50% RH
- Natural Ventilation: NA

Furniture, Fixture and Equipment Requirements:

Restroom to be fully ADA accessible with an exhaust fan and HVAC.

Electrical /IT/Security:

- Artificial Lighting: Fluorescent or LED (per Energy Code)
- Footcandle (fc): 50 to 55 fc
- Occupancy Sensor: Yes
- Dedicated Circuits: No
- Data Outlets: No
- Wireless Access: No
- Intercom Speaker: No
- Electric Strikes: No
- Door Locks: No
- A/V Special Systems: No

Mechanical & Plumbing: HVAC and Plumbing as required for equipment. Determined by MEP Engineer.

4 - Space & Adjacency Requirements

Room by Room Requirements - Individual Room Data Sheets

ROOM: Compressed Air, Vacuum, and Water Station

(Open/covered outdoor area, part of Secure Parking)

PHYSICAL CONFIGURATION:

Adjacency: NA

Proximity: NA

Furnishings & Equipment: See below

Department: Exterior Functions

Total Quantity: 1
Room Area (NASF): NA
Occupancy: NA

Room Function:

This area is part of the secure parking area. It should be centrally located in the parking lot.

Images



Note: This image is for illustration of a possible option and should not serve as the only option for the design team to consider

TECHNICAL REQUIREMENTS

Architectural Requirements:

- Floor: Sealed Concrete
- Base: NA
- Walls: Painted CMU
- Ceiling: No ceiling, but overhang
- Daylighting: No
- Visual Connection: No
- Window Shading: NA

4 - Space & Adjacency Requirements

Room by Room Requirements - Individual Room Data Sheets

ROOM: Compressed Air, Vacuum, and Water Station

(Open/covered outdoor area, part of Secure Parking)

TECHNICAL REQUIREMENTS, CONTINUED

Climate Control:

- Temperature & Humidity: NA
- Natural Ventilation: NA

Furniture, Fixture and Equipment Requirements:

- Copier: No
- Shredder: No
- Charging Station: No
- Air compressor
- Retractable air hose reel
- 2 cold faucets at wall
- Water hose w/ sprayer
- Floor to slope to floor drain(s) @ center of area

Electrical /IT/Security:

- Artificial Lighting: Yes, Fluorescent Shop Lighting with cage grid around lighting, exterior @ covered ceiling or wall sconces
- Footcandle (fc): 50 to 55 fc
- Occupancy Sensor: No
- Dedicated Circuits: No
- Data Outlets: No
- Wireless Access: Yes
- Intercom Speaker: No
- Electric Strikes: No
- Door Locks: No
- A/V Special Systems: No

Mechanical & Plumbing:

- Exhaust Fan: No
- Return Air: No, this is an exterior area
- Hot Water: No
- Plumbing Fixtures: Yes, Potable water @ spigots, floor drains @ wash area
- Pressured Air Station: Yes

4 - Space & Adjacency Requirements

Room by Room Requirements - Individual Room Data Sheets

ROOM: Cone & Flare Storage

Department: Exterior Functions

Total Quantity: 1
Room Area (NASF): 100
Occupancy: NA

Room Function:

This small storage building is to be used to house traffic cones and flares for 2100 Patrol. This building should have a 60" door in the center, with no shelves. Cones and flare boxes stack on pallets. The building should be constructed out of metal or CMU block, if possible, due

to flammability. It needs to be located away from any buildings, and vented.

PHYSICAL CONFIGURATION:

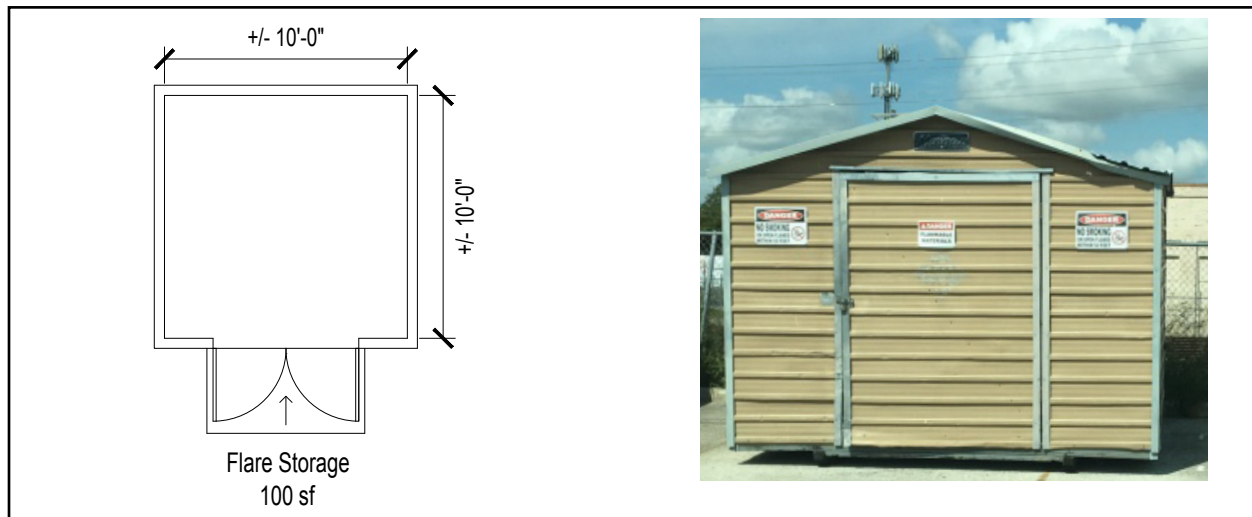
Adjacency:

Parking area, not adjacent to any buildings

Proximity: NA

Furnishings & Equipment: See below

Diagram



Note: This diagram is for illustration of a possible option and should not serve as the only option for the design team to consider

TECHNICAL REQUIREMENTS

Architectural Requirements:

- Floor: Concrete Pad or Metal (part of portable building)
- Base: No
- Walls: Painted Concrete, CMU, or Metal (part of portable building)
- Ceiling: Exposed Ceiling with Painted Metal (part of portable building)
- Daylighting: No
- Visual Connection: No
- Window Shading: NA

4 - Space & Adjacency Requirements

Room by Room Requirements - Individual Room Data Sheets

TECHNICAL REQUIREMENTS, CONTINUED

Climate Control:

- Temperature & Humidity: Not Temperature controlled. - Verify temperature and Relative humidity required
- Natural Ventilation: Natural Ventilation
- *Not conditioned space*

Furniture, Fixture and Equipment Requirements:

- Copier: No
- Shredder: No
- Charging Station: No
- COBAN Charger: No
- Motorcycle Cam Charger: No

- No shelving, flare boxes stored on pallets
- One 42" door, lockable
- Ramp at entry (for forklift deliveries)
- Interior hinge



Electrical /IT/Security:

- Artificial Lighting: Yes, Fluorescent Shop Lighting with cage grid around lighting
- Footcandle (fc): 50 to 55 fc
- Occupancy Sensor: No
- Dedicated Circuits: One outside, one inside
- Data Outlets: No
- Wireless Access: No
- Intercom Speaker: No
- Electric Strikes: Yes
- Door Locks: Yes
- A/V Special Systems: No

Mechanical & Plumbing:

- Exhaust Fan: No
- Return Air: No
- Hot Water: No
- Plumbing Fixtures: No
- Pressured Air Station: No

DOUGLAS ARCHITECTS

Tab 1

Tab 2

Tab 3

Tab 4

Tab 5

Tab 6

Tab 7

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Tab 12

Tab 13

Appendix

5 - Supporting Requirements

Environmental and Historic Requirements

Environmental Requirements Checklist (this chapter):

The Environmental Requirements Checklist, or ERC, is the process that the City follows for all capital improvements projects under the 2017 Bond Program. Please note that all environmental disciplines are shown on the checklist that follows, as well as regulatory standards for each discipline, as necessary. It is the Design Build Team's responsibility to consider, implement, and comply with the environmental requirements listed and any other applicable environmental requirements based on the design in accordance with applicable federal, state, and local regulations.

The Design Build Team is to follow all regulations required by Public Works, CoSA Development Services, CPS Energy, SAWS, Edwards Aquifer Authority and any other regulatory body and providing all plans / documentation regarding the following:

Air

New Construction – New Source Review

Operating Permits

State Air Quality Codes

Water

See information in this chapter for SAWS discussion/ information.

No Unauthorized Discharges

Storm Water Pollution Prevention Plan

TPDES MS4 & Construction (Texas Pollutant Discharge Elimination System)

Indirect Discharge Permits

5 - Supporting Requirements

Environmental and Historic Requirements

Waste

Waste and Recycling will be collected within the building. A dumpster enclosure (fenced and lockable from both sides) will need to be located on site, but outside of the restricted access area, so trash trucks can access it during the day.

Storage and Disposal

The Police will store traffic cones and traffic flares for usage by officers at this facility. These should be stored on site, away from the building in a stand alone structure(s). Due to space constraints, it is preferred they be stored in one structure, if not, store in two. The Design Build Team is to follow all regulations required to create a space for storage (outside of the building).

Endangered Species, Historical and Archeological

It is not known if there are any endangered species or archeological artifacts on the site, however, if any are discovered, the Design Build Team will be required to follow all City, State and Federal guidelines for direction on how to proceed.

Survey, Findings, And Mitigation

The Design Build Team is to complete the site and topographic survey under their Scope of Work and any mitigation needed as a result of the findings.

Asbestos and Lead Survey and Abatement

The City has completed a Phase 1 and a Phase 2 Environmental Report on the site. An asbestos and lead paint survey will be completed on the two residential sites prior to the demolition of all three site's structures.

5 - Supporting Requirements



CITY OF SAN ANTONIO
TRANSPORTATION & CAPITAL IMPROVEMENTS
Environmental Management Division

Project Entity/Developer: _____
Project Name: _____
Project Manager: _____
Scope of Work: _____

Environmental Requirements Checklist for Design Build Projects (Design Only)

Risk Assessment Compliance

- Phase I Environmental Site Assessment
- Phase II Environmental Site Assessment
- Environmental Specifications for Impacted Materials
- Waste Management Report
- Subchapter T Permit (Municipal Solid Waste Landfill)
- Lead / Mold / Asbestos Survey
- Lead / Mold / Asbestos Abatement

Clean Water Act Compliance

- Jurisdictional Determination
- U.S. Army Corps of Engineers Permit
- Storm Water Pollution Prevention Plan (SWPPP)
- Texas Pollutant Discharge Elimination System (TPDES) Notice of Intent (NOI)
- Texas Pollutant Discharge Elimination System (TPDES) Construction Site Notice

Endangered Species Act Compliance

- Karst Survey
- Bird Habitat Evaluation (Golden-cheeked Warbler, Black-capped Vireo)

Cultural Resources Compliance

- Archeological Background Review
- Archeological Survey
- Historic Standing Structures Background Review
- Historic Standing Structures Survey
- Texas Antiquities Permit for Cultural Resources Investigation

Texas Parks & Wildlife Compliance (Perennial water will need to be dewatered during construction)

- Aquatic Resources Relocation Plan
- Application for Permit to Introduce Fish, Shellfish, or Aquatic Plants into Public Waters
- Mussels Survey
- Aquatic Resources Relocation During Dewatering Event
- Texas Parks and Wildlife Permit

Migratory Bird Treaty Act Compliance

- Migratory Birds Nest Inventory

TXDOT Environmental Compliance (SA District)

- TXDOT Environmental Coordination (project located entirely or partially within TXDOT ROW)

National Environmental Policy Act (NEPA) Compliance

- NEPA Documentation (projects with a federal nexus i.e. federal funding, federal property, etc.)

5 - Supporting Requirements

Site Development and Landscaping Requirements

General Site Information

The site is located at 2020 North St. Mary's, and at 738 and 742 E. Locust, and is within the Midtown TIRZ and the North St. Mary's Corridor Overlay District. It is composed of three parcels: one commercial, and two residential in use.

The commercial parcel is largely paved, and has three existing buildings on site, along with fencing. The residential parcels both have wood framed dwellings, as well as small outbuildings and fences.

The site is shown in blue below with the "approximate" property lines indicated for informational purposes in red. There is no plat, boundary or topographic survey available at the time of this program. See **Chapter 6 for Existing Site Data.**

Plat and Boundary Survey

The Design Build Team is to complete the boundary survey and replat the property under their Scope of Work.

Topographic Survey

The Design Build Team is to complete the topographic survey under their Scope of Work.



5 - Supporting Requirements

Site Development and Landscaping Requirements

Unusual Site Requirements

The existing site is developed. From visual inspection only, it slopes from a high point near N. St. Mary's St. and E. Locust St., down to the south and east. Care will need to be taken with building siting to accommodate accessible approaches to the building from both public and private accessible parking, as well as across the site. The Design Build Team is to complete the topographic survey under their Scope of Work.

Discussions with Police staff during the planning process, various Homeland Security and IACP design guidelines, and best practices followed by the Public Safety Consultant, BRW, suggests that street parking along the street within 80 to 100 feet of the building is not advised. In an urban street environment, 80 feet is per BRW; 100 feet was per initial programming discussions with CoSA SAPD's Steve Baum.

The Design Build team should look at ways to buffer the building along No. St. Mary's, public parking and areas where the public (or a car) could stand next the building. Less populated spaces or storage areas within the building should be located adjacent to those more public exterior areas. Confirm this with SAPD during design.

Another site development challenge will be to design the parking lot in such a way that access and egress during shift changes impacts the surrounding streets as minimally as possible. Discussions with CoSA DSD noted that 40 foot throats are required on all gates / street aprons. And since 110 (current) to 120 (including growth) sworn spaces are needed for SAPD, care will need to be taken in distribution of the Personally Owned and Special Marked Vehicles to prevent excess stacking within the site at shift changes, making it hard to find parking.

Covered Areas / Exterior Plazas

There will be a public park element incorporated into the site planning, ideally alongside N. St. Mary's St. A 1/2 basketball court is desired, as well as public art.

Pedestrian Access

Pedestrians will access the building from the Public entry, and proceed through a security/X Ray/magnetometer.

Vehicular Access

Vehicles will access the building from E. Locust St. to the north, and from E. Myrtle St. to the south. There will be no on-street parking within 80 - 100 feet of the building, as mentioned above.

Public parking (10 spaces, including ADA) should be provided for visitors to the facility, and the public park element. This number is based upon other substations, but has been reduced due to the area limitations of the site.

VIPs

City Staff will gain entry to the restricted access side with ID/Proximity card. Other external VIP's can gain entry at the public entrance or enter the restricted access side by notifying security via a call button at the gate.

General Public

A video equipped security system is required at all entry gates and the Public entry. All other exterior doors will be access controlled by Proximity Card.

The public will access the Police Facility from the main entry, and proceed to the Lobby. Persons who have business with the police requiring access to secure areas, will be asked to pass thru the x-ray and magnetometer station. The person / officer they are there to see will be contacted. Once the Service Agent gains approval and the staff / officer arrives they will be buzzed in and escorted into the secure area.

5 - Supporting Requirements

Site Development and Landscaping Requirements

Sworn / Marked Vehicles

Secure, surface parking will be provided for officers and employees assigned to the facility. SAPD needs 110 spaces currently and 120, preferably, to account for growth. Secure parking will be surrounded by hardened fencing, similar to that used at the PSAP facility, and with controlled access through a hardened gate. Care should be taken by the Design Build Team to design the fencing and safety features so that they are as sensitive to the neighborhood surroundings as is possible, while still providing the necessary security.

Parking should be zoned within the lot, with marked vehicles located closer to the building so that they can access the building's secure WiFi, which is to be connected to the IT and Security systems. A small number of reserved spaces for leadership vehicles, such as the Captain, Lieutenants and others, as well as VIP and ADA spaces will need to be directly adjacent to the building. Special, larger vehicles and Personally Owned Vehicles (POVs) can be located away from the building. **Chapter 7 - Existing Facilities Studies** provides images of the PSAP fence and gate. Access to the secure building entry should be located within the secure parking area.

Service Vehicles

Service Vehicles can access public parking, or gain entry to secure parking at the hardened gate, if granted permission to do so via the video intercom system. All dumpsters are to be located outside the secure site area for constant access. The dumpster area should be secured/ lockable from the secure side.

Delivery Trucks

Delivery Trucks will need to make arrangements for drop-offs and pick ups with Police Administration. Deliveries will need to use the intercom and camera at the secure parking gate to announce their presence, and then be directed to the entrance preferred by the occupants.

Emergency vehicles

Emergency Vehicles can enter public side, or gain entry to secure side at security checkpoint. Fire truck and other large vehicle access and circulation requirements must be considered in the site layout.

Vehicle Drop-off Requirements

Vehicle drop-offs and pick ups should take place at the public parking area. DB Team should provide adequate lighting and video surveillance of the drop-off area.

Bus Access Requirements

There is a bus stop located on N. St. Mary's St., near the intersection with E. Locust St.

Parking Requirements Associated With Project

There are no minimum parking requirements for buildings in zoned IDZ, except that which is required by TAS / ADA. Site test fits included 10 spaces for Public Parking (including ADA) and 110 - 120 (growth) secure spaces, including ADA.

Other Unique Site Development Issues Related to this Program.

The total site includes combining a former industrial site and two residential sites with structures on each of them. A plat will most likely be required by the City and Development Services.

There will be a public park element incorporated into the site planning, as well as a featured art work.

5 - Supporting Requirements

Requirements for Support Systems

General Building Trash

Trash will be collected in a locked, gated enclosure on the public side, and will be accessed by an approved City trash service. If possible allow for secure/lockable access from the secure side. There may be requirements for more secure items, therefore, arrangements for its pick up will need to be addressed by administrative staff and the DB Team. The DB Team will need to verify any specific trash / dumpster requirements with SAPD and Public Works.

Recycling Requirements

Recycling is currently separated by housekeeping and deposited in City supplied bins outside, in the non restricted access area. The Design Build Team should confirm if this will remain the same in the new building.

Infectious or Corrosive Waste

Currently, this waste material is handled by a contractor with proper access. The Design Build Team should confirm if this will remain the same in the new building and coordinate this waste handling and storage location with SAPD and Public Works.

Fuel Oil Separator Filters

It is anticipated that fuel oil separators will be required at the new parking areas. The Design Build Team will need to work with CoSA Public Works Environmental on these requirements.

Fuel Tank Storage Requirements

There will be no fuel tank storage on site.

Exterior Specialized Storage

- There will be traffic flare storage in a separate building on site, and away from the building. Flares are delivered and stored on pallets. (See picture at right for example)
- There will also be traffic cone storage on site. The Design Build Team should verify if cones and flares can be stored in the same 10 x 10 structure, or if separation is required.
- There will be a covered area with a compressed air and water and vacuum station for vehicles in the secure parking area.
- There will be an emergency generator on site.
- There will be an ice maker in a covered area near the secure building entry, for use by building occupants.



5 - Supporting Requirements

Requirements for Support Systems

Interior Specialized Storage

Spaces referred to as “Ready Rooms” will be located within the building, for certain units. These rooms will contain items that are used in the course of an officer’s day, as well as car seats, locked long gun cabinets and protective and riot gear. They should be centrally located for easy access by sworn personnel and the officers in charge of distribution. These rooms should have access controls and have surveillance cameras in them, connected to the building’s security system.

There is a special area for body worn camera charging. Photos of the type of chargers are included in the appendix. This area will also need surveillance cameras. See **Chapter 4 - Space and Adjacency Requirements, Individual Room Data Sheets** for information.

Property Crimes and employment areas, etc. will require CJIS level secure access storage as well as surveillance cameras. See **Chapter 4 - Space and Adjacency Requirements, Individual Room Data Sheets** for information. DB team should verify with SAPD all rooms / areas that require CJIS level security.

SAPD plans to store a minimal amount of SAPD bikes in the building. A portion of the Building storage can be utilized for this. The Design Build Team should verify if stacked metal racks are to be utilized.

5 - Supporting Requirements

Project Utility Needs

In general, the Design Build Team is to perform above ground and underground utilities survey and pot-holing under their Scope of Work. **The Design Build Team is responsible for investigating all utility needs.**

Provide order of magnitude anticipated utility demand (volumes, rates and pressures) for the building:

(Civil and MEP Engineering was not part of this programming effort, so capacity could not be determined.)

Since the use of the building is mostly an Office / Business Occupancy with a small amount of Assembly associated with the Roll Call Room, the Occupancy loads can be anticipated for that use. There will be large influxes of personnel several times a day, which could potentially necessitate additional power and water supply. However, this influx is similar to that seen in classroom buildings.

Is the existing site and future project served by sufficient utility capacity?

(Civil and MEP Engineering was not part of this programming effort, so capacity could not be determined.)

Will utilities and site access be available when this project requires them?

(Civil and MEP Engineering was not part of this programming effort, so capacity could not be determined.)

The sites that make up the project site are all previously developed and served by municipal utilities. Discussions with SAWS and CoSA DSD revealed that the existing water and sewer service should be adequate. CPS Energy will require a rough order of magnitude load calculation to determine if an aerial bank transformer can be used, or if a pad transformer will be required.

Does the proposed project conflict with any existing utility lines?

(Civil and MEP Engineering was not part of this programming effort, so capacity could not be determined.)

See the attached Aerial photo in Chapter 6 with the existing survey superimposed, and which notes approximate locations of electrical lines, water and sewer locations. The Design Build Team will need to meet with CPS Energy to discuss anticipated loads for the building.

Some of the utility poles along Locust are temporary. Discussions between the Condominium Developer and Public Works found that upgrades to bury the utilities along the north side of the street are to be completed in the near future. It is recommended that the Design Build Team work with Public Works and Development services to be aware of these changes and make adjustments along Locust to prevent having to dig up the street again, after it is paved.

Thermal Energy (Chilled Water & Steam)

There are no requirements for thermal energy at this time.

Natural Gas Needs

Civil and MEP Engineering was not part of this programming effort, so capacity could not be determined.

There is a natural gas line located on E. Locust Street, about mid block.

5 - Supporting Requirements

Project Utility Needs

Electricity Needs

(Civil and MEP Engineering was not part of this programming effort, so capacity could not be determined.)

CPS Energy has a process that the Design Build Team will need to follow in order to determine if the amount of electrical load needed can fit in an aerial transformer bank, or not. **The Design Build is responsible for investigating all utility needs.**

Communication between Public Works and a representative of CPS Energy stated that if an aerial transformer bank that can be no bigger than 300kva. CPS Energy offers a UPPR meeting or preliminary meeting at their Green Mountain office.

A UPPR meeting will include all the people needed to answer electric questions, gas and pole relocation issues. Complete the UPPR Meeting Application and e-mail to uppr@cpsenergy.com.

UPPR application link: <https://www.cpsenergy.com/content/dam/corporate/en/Documents/CustomerEngineering/PlanReviewRequestForm.pdf>.

Potable Water Needs

(Civil and MEP Engineering was not part of this programming effort, so capacity could not be determined.)

Discussions with SAWS revealed there are ample water mains available on the streets surrounding the site. **See the diagram on Chapter 6 and the SAWS Map in the Appendix. The Design Build is responsible for investigating all utility needs.**

After the amount of water needed for the building is determined, the Design Build Team will need to determine the number of EDUs (Equivalent Development Unit) needed for the development. Meter size is determined by EDUs and the number of EDUs determines the impact fees. SAWS recommended that the existing water lines on the two residential properties be capped, so that they aren't tapped illegally. The EDUs from the two residential sites can be credited back and be used to reduce the impact fees.

A step by step guide can be found on the SAWS Website:

www.saws.org/Resources/BusinessCenter/DeveloperResources/RequestSAWSAs-Builts
and

www.saws.org/Resources/BusinessCenter/DeveloperResources/SAWSGuideToDevelopment (for calculating impact fees)

Block maps obtained from SAWS indicate that there is a 8" water main below N. St. Mary's St. It is either ductile iron (DC), or asbestos cement (AC). A 6" DI main runs beneath E. Myrtle St. A new 8" PVC water main is proposed to replace the existing 2" cast iron water main that runs below E. Locust St. See map information below.

Fire Suppression Water Needs

(Civil and MEP Engineering was not part of this programming effort, so capacity could not be determined.)

The building will be equipped with an automatic fire sprinkler system, per CoSA Facility Design Guidelines and Standards.

5 - Supporting Requirements

Project Utility Needs

Irrigation Water Needs

Civil, MEP Engineering and Landscape Architecture were not part of this programming effort, so capacity/need could not be determined.

The site will be subject to City landscape and irrigation requirements. There are currently no trees on the industrial site. There are some trees on the residential sites that may need to be removed / replaced if they conflict with the parking layout, per the CoSA Tree Preservation Plan and Tree Ordinance. **The Design Build is responsible for investigating all utility needs.**

CoSa Development Services will require a Tree Canopy Survey, because of the new parking lot. Trees will be required along the new sidewalks.

Sanitary Sewer

(Civil and MEP Engineering was not part of this programming effort, so capacity could not be determined.)

Discussions with SAWS revealed that since the site is made up of 3 existing sites there are several 8" sewer lines available. The industrial site may have been former residential sites, due to addressing on the block map. The two residential sites have sewer service affiliated with their addresses, so service should be adequate. **The Design Build is responsible for investigating all utility needs.**

Block maps obtained from SAWS indicate that there is a 18" clay pipe (CP) gravity sewer main below N. St. Mary's St. A 8" OT gravity main runs beneath E. Locust St. A 8" PVC gravity main runs below E. Myrtle St.

See the diagram on Chapter 6 and the SAWS Map in the Appendix.

Storm Sewer Or Detention

(Civil and MEP Engineering was not part of this programming effort, so capacity could not be determined.)

*As of this program, there were no requirements for rainwater catchment on site. There is existing storm sewer access, and discussions with SAWS showed them to be ample for the project. **The Design Build is responsible for investigating all utility needs.***

Telephone / Internet - There is existing Telephone and Internet service in the area.

Please see the individual **Room Data Sheets in Chapter 4** of this document for tele/comm needs of each space.

5 - Supporting Requirements

Project Utility Needs

Audio-Visual Needs:

Please see the individual **Room Data Sheets in Chapter 4** of this document.

Many rooms within the building have specific Audio Visual needs. Some involve TV monitors and some include security surveillance equipment. Building security cameras are a separate system from Police security and surveillance.

CoSA ITSD Security is responsible for setting up the building's external and internal security systems from entry gates to individual access controls. Please refer to the Individual room data sheets for specific needs of each room.

Rooms with specific AV Needs:

Entry Vestibule / Front door	Lobby
Roll Call	Conference Rooms
Service Agent Area	Interview Rooms
Interview Device Room	Property Crimes Consultation Room
CRT Waiting Area	Breakroom
Ready Rooms	Property Crime Recovery Room
UED! Room	

There will be a "Safe Space" equipped with surveillance camera at the public parking area. A Safe Space is an area utilized by the public for custody exchanges, private property sales, etc.

Data Needs:

Please see the individual **Room Data Sheets in Chapter 4** of this document.

There will be one MDF Room in the building, that can be shared by CoSA ITSD, Security, and possibly building AV. The Design Build team should arrange the components in the room in such a way that allows adequate space for IT and Security equipment with room for growth. Information regarding the construction of this room is in the CoSA Design Guidelines as well as the ITSD and Security Guidelines mentioned in Chapter 8 of this document.

Rooms with specific data needs:

Service Agent Area	Large Conference / Community Room
Body Camera Charging Area	Roll Call Room (A & B)
Report Writing Room	Large Shared Conference Room
Interview Rooms	Interview Device Room
Deaf Link Station	Offices
Applicant Processing	Covert Evidence Room

There will be no evidence holding container at this facility, per SAPD management.

There will be a KABA clock / time clock near the Roll Call / Mud Room.

Wifi needs: Patrol cars carry on board cameras, by COBAN. Wireless access service is required in the parking lot where marked and unmarked patrol cars will stand. This area should be near the building so the Wifi access can be directed at those vehicles.

Police officers also have body worn cameras by AXON, that they need to charge. Every officer is given a charging bay in a docking system. This bank of chargers will need surveillance.

5 - Supporting Requirements

Security Requirements

Refer to the COSA Security Planning and Design Guidelines shown in **Chapter 8** and available by request. The security recommendations below are what was available to the Programming team at the time, and must ultimately be decided by SAPD, CoSA and the Design Build Team.

This facility is not a substation, so it will not become a command center in the event of an emergency.

All adopted Life Safety and Building codes must be adhered to, in addition to the following:

- IBC 2015 - ICC 500 Storm Shelters have added requirements for Police and other Emergency facilities that are in certain severe weather zones. San Antonio is in 200 mph wind speed zone, so providing a shelter for building inhabitants is considered best practice option and should therefore be decided by CoSA Public Works and SAPD.
- Texas Accessibility Standards (TAS)
- CJIS (Criminal Justice Information Services) for wall heights, locks and secure access of secure file and evidence areas
- IACP (International Association of Chiefs of Police) has information on preventative measures that can be utilized for the design of access, landscaping and exterior materials and construction.
- It is recommended by the Public Safety Consultant that **all systems will be required to be on back up power**, not just the most critical rooms listed in Chapter 4. The Design Build Team should verify this with SAPD and Public Works.

Exterior

Hardening of the exteriors of Police buildings is required. UL 752 provides various levels of construction types to limit damage from attack. The IACP (International Association of Chiefs of Police) and Homeland Security Department have various guidelines for hardening of a building design that can resist various types of terrorist attacks, such as explosions from car and backpack bombs.

During early programming discussions with SAPD staff, Level 5 ballistic protection was stipulated. However, Level 5 is expensive; comparative levels of protection must be weighed against budget constraints.

Vehicles will need to be kept at least 80 feet away from the building in a downtown location, per the Public Safety Consultant / BRW advisement. SAPD's early request of 100 feet is better, but is not always achievable.

Direct public adjacency to the building should be avoided, if possible. Publicly accessible areas will require hardening at the exterior walls and glass, as well as the interior public access areas, such as lobby walls and ceilings.

Cold formed framing with fiberglass panels backing up the exterior sheathing and cladding is used on stations that can't afford reinforced concrete or filled cell CMU. Fiberglass panels have a shelf life, so replacement need to be factored in.

Concrete planters should be added at sidewalks and drives around the building at 1st floor level to absorb a blast, and security rated bollards be placed in such a way to deter automobile attack.

Many government facilities use Level 3 ballistic barriers. The final determination of ballistic levels are determined by risk factors and must be balanced with budget. UL 752 Level 3 is designed to repel a certain amount of rounds from the most powerful handguns. However, due to recent attacks on Police around the country, UL 752 Level 5 is also being requested, and is designed to repel a certain number of rounds from an AK-47.

5 - Supporting Requirements

Security Requirements

All exterior gates at the facility must have access controls and a Video Intercom system that is controlled at the Service Agents counter. The security camera PC and monitors needs to be a stand alone workstation next to the two agent desks.

All exterior doors should have access controls. The Public entry will also have a video intercom system that is controlled at the Service Agents counter and controlled by the same PC and Monitor. The system needs to be set up as such that if a Service agent is busy and can't respond to the visitor at the gate or front door, the system will roll to the next designated person's phone, on and continue to roll down the line. Those individual's phone can be video capable, if desired. All of those phones designated should be able to release the gate or door latch, with or without video capability.

Exterior surveillance will be required at all corners of the building and at all corners of the site and at each gate. The Design Build team should verify with SAPD / CoSA ITSD and Public Works if surveillance is required on the surrounding streets or other locations, such as at the flare storage or trash area.

Interior

It is recommended that 1st floor windows and frames be provided with ballistic glass and frames, and possibly screened. The entry vestibule should also be UL 752 Level 3 (or 5) ballistic rated glass and storefront. CoSA Public Works, SAPD and the Design Build Team should decide if 2nd floor windows and frames need to be provided with UL 752 Level 3 or 5.

Interior Lobby walls, glass and ceilings where the public is able to access the building, should have minimally a UL 752 Level 3 ballistic rating, such as at the Service Agent Area, Public Restrooms, and any publicly accessed meeting areas, so that sworn and civilian staff are protected.

The counter and ballistic glass with "speak-around" glass at the Service Agent's area should have protection above and below the counter, as well. CoSA ITSD Security is concerned with the shelf life of ballistic fiberglass and prefers sheet metal. The Design Build team should meet with them to determine the appropriate products available.

An example of the ballistic glass and speak around/ microphone system that is preferred by SAPD is included in the attached Appendix A. In addition, CoSA ITSD Security has installed additional speakers that have increased the audio quality at their existing Report counters at the Public Safety Headquarters. A photo of this device installation is included in Appendix A device. The receiver on the service agent side is by "Aiphone".

In general, the determination of compromises made during design regarding the protection levels allowable within the budget must be acknowledged by, and agreed upon by all parties involved.

Main entry doors are to be on a timer, with a lock-down function. There will be a Lock-down Key switch at the Customer Service Agent workstation area.

Some interior doors will require access controls. Please refer to the individual Room Sheets in Chapter 4.

Some rooms that have CJIS secure locks will have walls that need to extend to deck.

The MDF/Security/AV room on the first floor and all IDF room(s) will require separate access controls from the rest of the building's access controls.

Interior surveillance - In general, all public rooms and spaces and hallways will need to be on the building surveillance security system. **Surveillance will be required in several rooms** as noted on the **Individual Room Sheets in Chapter 4**.

5 - Supporting Requirements

Security Requirements

Resources for Design Team:

- **Data and Hardware Security**
Dictated by CJIS requirements (Criminal Justice Information Services)
SAPD has an on-staff Officer in charge of IT installations. Contact Public Works' Robert Bethea for contact information.
- **Exterior Hardening (parcel/vehicular bombs)**
Recommendations per UL 752 Ballistic Levels 1-8, Homeland Security
- **Interior Hardening (attack from inside building)**
Recommendations per UL 752 Ballistic Levels 1-8 (3 or 5 is most common)

Also refer to the CoSA Security and IT Guidelines.

CoSA Development Services General Requirements:

Three existing lots will have to be platted into one.
Zoning for Commercial Office Building or Park

Pre Plan Review will involve:

Building
Fire
Mechanical
Electrical
Plumbing
Landscape
Irrigation
Zoning
Tree Preservation
Addressing
Rights Determination
Sidewalk
Traffic

Public Works will Review:

Storm Water
Drainage
Traffic Impact Analysis
Accessibility

Office of Historic Preservation will require"

Conceptual Design Approval
Full Design Approval

The existing bike lane may need to be enhanced, depending upon the width of sidewalks

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Appendix

6 - Existing Site Studies

Site Aerial Photo



Site Description:

The proposed site for the Police Station at St. Mary's, located at 2020 N. St. Mary's, is an assemblage of three parcels. The site, shown in blue above, is currently designated partly as an industrial use, and partly as a residential use. It slopes from a high point near N. St. Mary's St. and E. Locust St. down toward the south and east.

The west-most parcel bordering N. St. Mary's St., referred to as 2020 No. St. Mary's, is formerly the site of an equipment storage yard and office for the Flasher Equipment Company. In addition to outdoor storage areas bound by steel post and wire fencing, the parcel has three buildings. One appears to be a stick-framed masonry clad building, the other two are metal and CMU storage buildings. Additionally, there are two concrete pads with steel bollards that were used to store above-ground fuel tanks (now removed), and a few different paving types across the entire site.

The two residential parcels at 738 and 742 East Locust St., are at the northeast portion of the site. Each of these parcels has a stick-framed one-story residence, as well as one or two small stick-framed outbuildings, and chain link fences at the property line.

6 - Existing Site Studies

Analysis of Proposed Site

Proposed Site's Compliance With SAPD's Requirements

Based upon discussion with SAPD committee members, any potential site needs to have the following criteria:

- Be located in the downtown area
- No on street parking within 80 to 100 feet of property (80 ft. in urban situations, per BRW.)
- If located near a highway overpass, particular attention needs to be paid to the roof construction and walls and windows that face the highway.
- Exterior walls and windows are to be blast / bullet resistant.
- Site parking must be secure, with access controlled gates, similar to the Public Safety Headquarters.
- Parking should all be housed on site, with public parking separate from police staff and civilians.
- If the proposed site is not large enough for a one story option, a parking structure will be required.
- Landscaping and irrigation to be included at the entry and along site edges / pedestrian areas.

Project's Compatibility With Adjacent Land Use

The site is in an area of rapid housing development, and near to the Pearl Development. It is on a small-scale commercial corridor, with early 20th century neighborhood development patterns on either side.

A mix of commercial and residential uses surround the site, single family residential properties directly abut the site at its south and east boundaries. Dense multifamily developments face the northern boundary of the site, across E. Locust Street. To the west, across North Saint Mary's Street, are a restaurant, a physical therapy facility, and single family residential properties. Across East Myrtle Street to the south are one and two-story commercial office buildings.

This project will sit on one of the largest properties in the area. The parking necessary for this program should be thoughtfully considered, with sensitivity to the surrounding building patterns and its residential nature applied.

Project's Compatibility With Adjacent Traffic Patterns

N. St. Mary's Street is an arterial street with a 55'-6" right-of-way at this location. It is striped for one lane of traffic in each direction. E. Locust St. and E. Myrtle St. are both narrower, without lane striping. At the current time, parallel curb-side parking is permitted on both sides of all three streets.

This project will increase the number of cars using N. St. Mary's St., E. Locust St., and E. Myrtle St. This increase will be higher during times of shift change. The Design Build Team will need to consider driveway throat length, so that police and personal vehicles can stack off the street during shift changes.

Project's Compatibility With Adjacent Way-Finding

The site lies in the North St. Mary's St. Urban Corridor District. As such, there are specific signage regulations to be followed. The Design Build Team should verify these requirements.

6 - Existing Site Studies

Existing Site Issues

Study of Alternative Sites

Many other sites were studied in the central business district (CBD). All other sites were rejected due to cost, location, or inadequate size. This site was selected because of its proximity to the Central Business District and because the density of existing and anticipated housing, which will increase calls to a police.

A site test fit was conducted on this site, and it was determined that in order to meet the current and future needs of the police at this facility, additional adjacent sites were needed. The amount of building allowed on the site was affected by the amount of acreage available, and the required parking and access into and out of the site.

Site Owner

The City of San Antonio recently purchased all three sites. Surveys for the two residential lots are not available yet.

Comprehensive Category 1A Land Title Survey - *(In accordance with requirements set forth by the Public Works Real Estate Office)*

The Site was recently purchased by the City of San Antonio. The Design Build Team should coordinate with Public Works Real Estate to get title information.

Site Study Example - Not Included



6 - Existing Site Studies

Existing Site Issues

Plat/ Boundary Survey

A Plat and Topographical Survey will not be included in the Program, it will be done by the selected Design Build Team, once selected.

The existing survey of the 2020 No. St. Mary's Site is shown below. The two additional residential sites are not shown, and their surveys are not available yet.

Topographical Survey

A Topographical Survey will not be included in the Program, but will be completed by the Design Build Team.

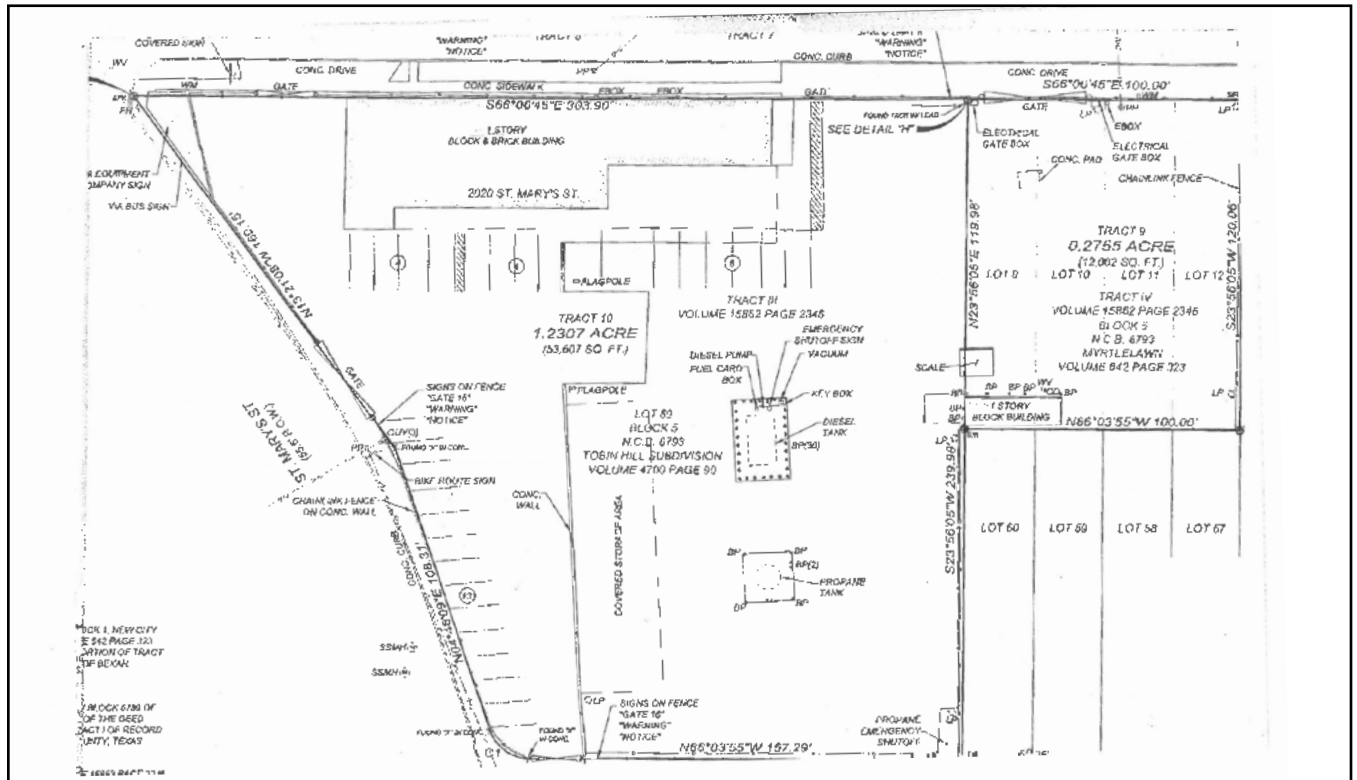
Geo-technical Survey

A geo-technical survey will be completed by the Design Build Team.

Description of Existing Landscaping

Currently, there is minimal landscaping on the site. The largest parcel is almost fully paved. There is a small patch of grass at the north west corner, where the highest topography is located.

The two residential properties that make up the remainder of the site do have small lawns and one large tree. The Design Build Team will need to follow all codes and ordinances regarding tree preservation and landscaping.



6 - Existing Site Studies

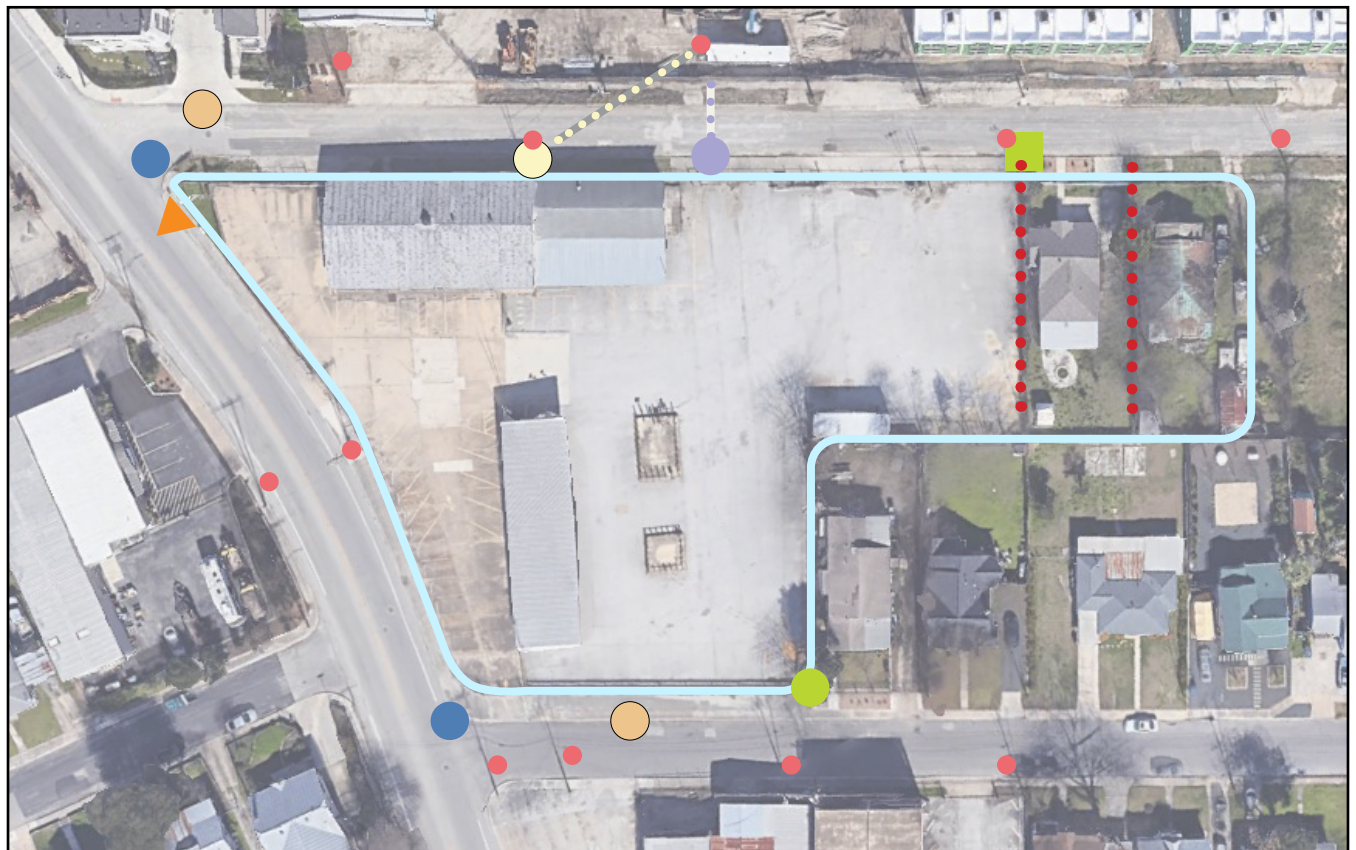
Existing Site Issues

Extraordinary Drainage Requirements and a Plan to Contain Storm Run-off

There is no Civil Engineering or Landscape Architectural narrative or data included in this program. The existing site slope is from the upper northwest corner and slopes to the southeast corner, heading to the San Antonio River, ultimately. There is approximately 6 to 7 feet of fall from the west to the east along E. Locust. The site along E. Myrtle is relatively flat. The site slopes north to south from the high point at the intersection of E. Locust to the North St. Mary's and down along St. Mary's to E. Myrtle. The Design Build Team should discuss with SAPD and Public Works if on site detention is required or desired.

Any Existing Construction Or Utilities On The Site

There is no Civil, Structural or MEP Engineering narrative or data included in this program. A visual reconnaissance of the site showed the information depicted below.



Legend

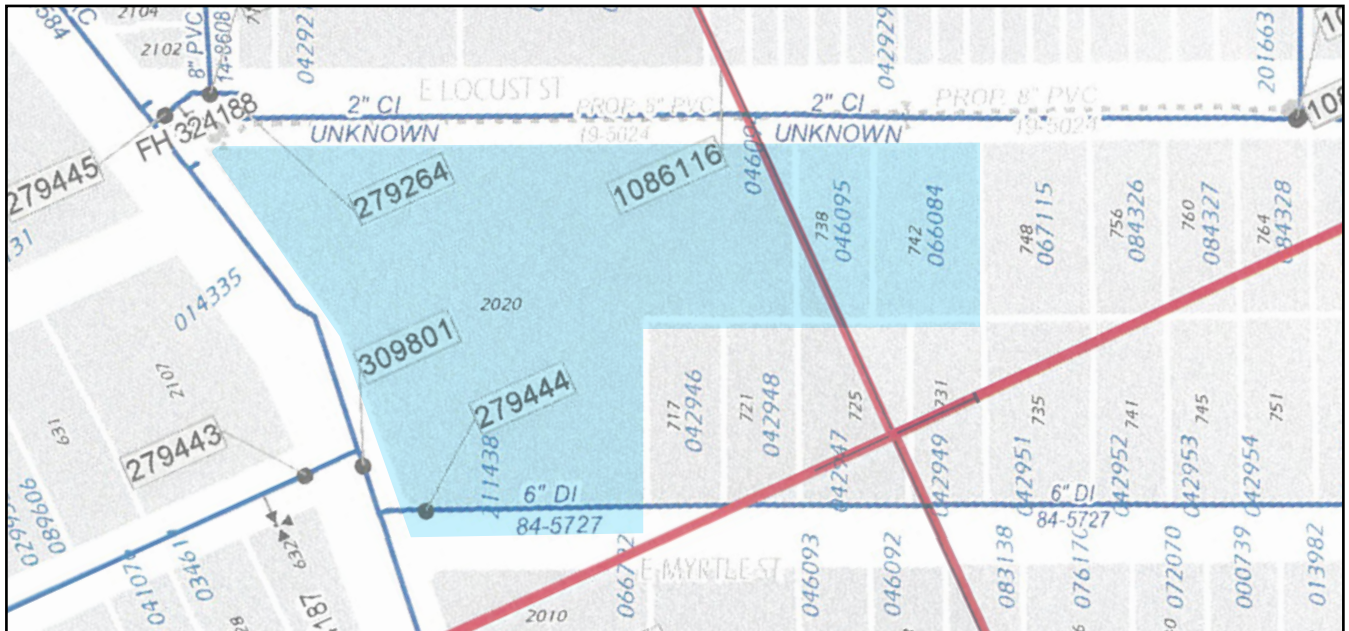
- | | | |
|---|--|--|
| ● Water | ■ Small Transformer / Unknown | ● Gas |
| ▲ Fire Hydrant | ● Telephone Pole | ⋯ Underground Gas Line |
| ○ Power Pole | ○ Sanitary Sewer | |
| ⋯ Overhead Electrical Lines | ● Site Electrical Feed | |

6 - Existing Site Studies

Existing Site Issues

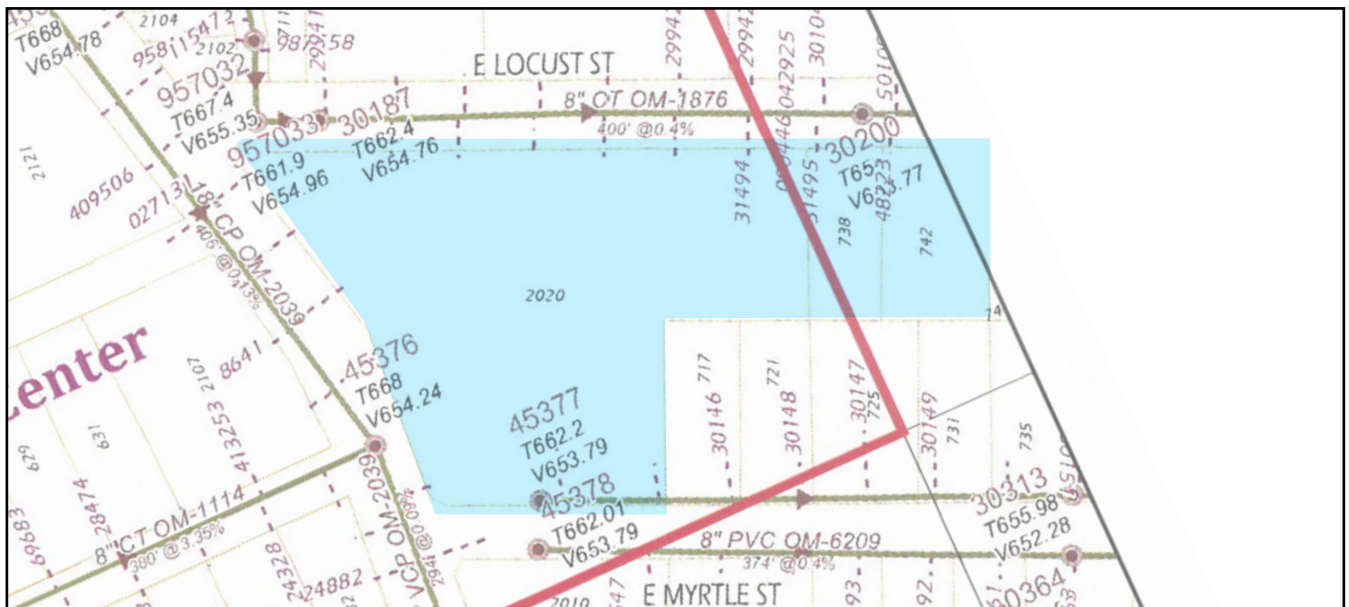
Existing Water Lines

Block maps obtained from SAWS indicate that there is a 8" water main below N. St. Mary's St. It is either ductile iron (DC), or asbestos cement (AC). A 6" DI main runs beneath E. Myrtle St. A new 8" PVC water main is proposed to replace the existing 2" cast iron water main that runs below E. Locust St. See map information below.



Existing Sanitary Sewer Lines

Block maps obtained from SAWS indicate that there is a 18" clay pipe (CP) gravity sewer main below N. St. Mary's St. A 8" OT gravity main runs beneath E. Locust St. A 8" PVC gravity main runs below E. Myrtle St.



6 - Existing Site Studies

Existing Site Issues

Description Of Known Environmental Issues

A Phase I and Phase II Environmental Study has been completed. Some abatement will need to occur prior to the demolition of all three existing lot structures.

Demolition will be completed by the City of San Antonio.

The Design Build Team will be responsible for completing necessary studies and coordination with the Texas Commission on Environmental Quality (TCEQ) for any issues after their project begins.

Plan To Dispose Of Any Contaminated Soil

From the City's guidelines, standard protocol is for the Public Works Project Manager to be notified first. The PM would request assistance from the Public Works Environmental Management Division, as needed.

Archeology Survey

All geo-technical surveying will be completed by the Design Build Team, once selected. Should anything of archeological significance be discovered, the Contractor must notify Public Works and follow the City's established protocols.

Clearances from Public Works Environmental

A Phase I and a Phase II Environmental Report has been completed on the site.

It will be the responsibility of the Design Build Team to complete all ENV requirements noted in the ERC checklist and provide documentation to the City verifying all necessary environmental studies were successfully completed and approved by appropriate regulatory agencies in accordance with applicable federal, state, and local regulations.

- A karst survey might be required
- Coordination with TXDOT will be required for any work occurring within their ROW.
- A historic resources background review might be required.
- A Stormwater Pollution Prevention and Small Construction Site Notice will be required."

Plan To Relocate Any Existing Occupants or Equipment Off of the Site

All occupants have been relocated from the commercial & residential parcels on site.

Diagram Showing the Intended Expansion During Any Future Phases

The building space program, including parking and open space requirements, will fully occupy the site. Potential future expansions would entail either increasing the site area by further property acquisition, or adding higher levels to the building. Structured parking may be considered in the future, but the dimensions of the site are such that the garage would have a limited and inefficient floor plate. The site is bound on three sides by public streets, so any future site expansion would necessitate purchasing additional residential properties to the east.

Existing Site Issues

Other Significant Site Influences On The Design

The site is currently listed as three properties with differing zoning designations.

6 - Existing Site Studies

The commercial parcel is zoned **IDZ UC-4**.

- Base zoning is **IDZ** with permitted uses to include **O-1.5, MF-40, C-2, and C-3**.
- **UC-4** is the overlay for the **North St. Mary's St. Urban Corridor District**.
- Both of these zoning designations correlate to special requirements for setbacks, massing, building articulation, parking, and landscaping.

The two residential parcels that make up the eastern part of the site are zoned **R-6, Single Family Residential**.

The uses programmed for this facility are permitted in this zoning designation: **Park - Public or Private, and Public Safety Facilities**.

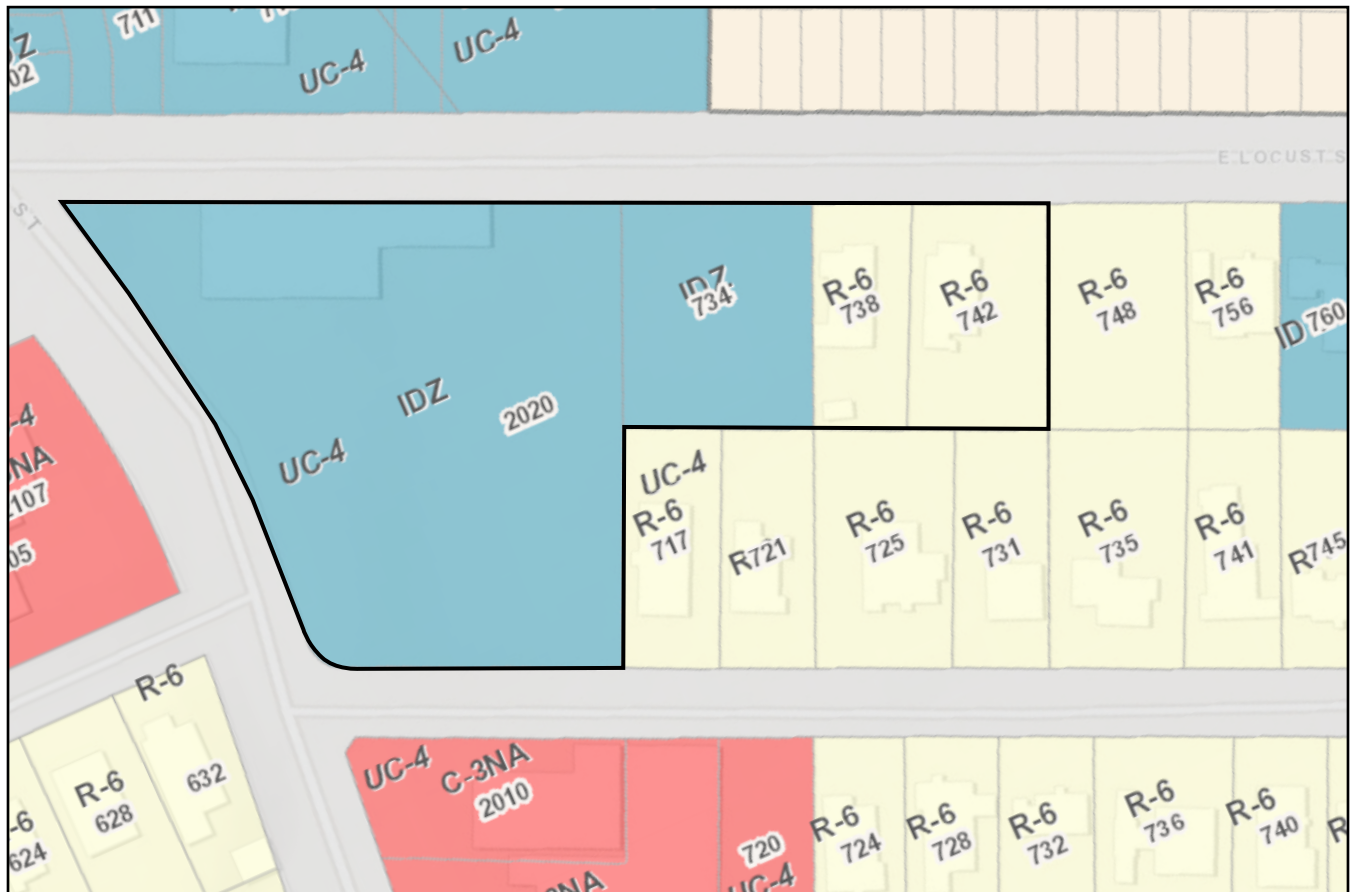
The DB Team should work with the Development Services Department to fully understand the requirements of this zoning pattern.

Existing Site Issues

Is the existing site served by sufficient utility capacity for the following:

There is no Civil or MEP Engineering narrative or data included in this program.

The Design Build team will have to make this determination, based upon the survey information.



6 - Existing Site Studies

Existing Site Issues

Water

This issue was previously covered in Chapter 5.

Sanitary Sewer

This issue was previously covered in Chapter 5.

Storm Sewer Or Detention

This issue was previously covered in Chapter 5.

Natural Gas

This issue was previously covered in Chapter 5.

Electricity

This issue was previously covered in Chapter 5.

Thermal Energy

This issue was previously covered in Chapter 5.

Chilled Water And Steam

This issue was previously covered in Chapter 5.

Data

This issue was previously covered in Chapter 5.

Communications

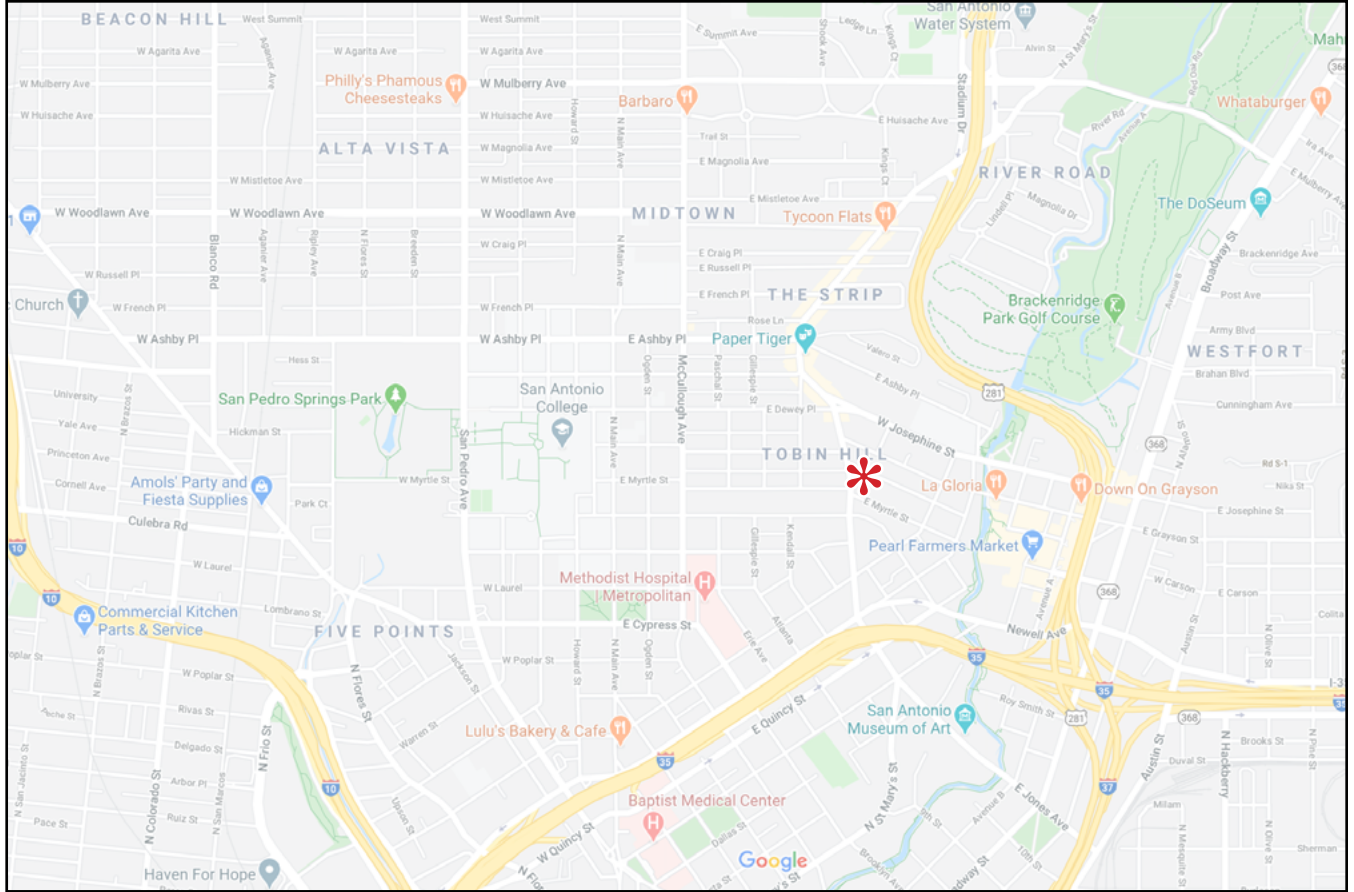
This issue was previously covered in Chapter 5.

Does the proposed project conflict with any existing utility lines?

This issue was previously covered in Chapter 5.

6 - Existing Site Studies

Site Circulation Diagram - Macro (Showing Major Highway and Street Access)



The site is accessible from highways I-10, I-35, and US 281.

Major thoroughfares near the site include North St. Mary's itself, as well as McCullough Ave., San Pedro Ave., Woodlawn Ave., and Broadway St.

6 - Existing Site Studies

Site Circulation Diagram - Micro (Showing Public Access - Pedestrian & Auto vs. Sworn Auto)



The site is accessible to vehicular and pedestrian traffic from three sides, all of which face a public right-of-way. The Design Build Team will have to determine the best locations for public and secure entry into the site and the facility.

Parking

Discussions with Police staff during the planning process, and various Homeland Security and IACP design guidelines and best practices followed by the Public Safety Consultant, BRW, suggest that street parking along the street within 80 to 100 feet of the building is not advised. (80 feet in an urban, street environment, per BRW, 100 feet per CoSA SAPD) So, parking along Locust and Myrtle will need to be discussed with Public Works, CoSA Development Services and CoSA HDRC.

San Antonio Police Department Parking Needs:

110 sworn parking spaces + 10 public parking spaces = 120 total parking spaces

SAPD would also like to include an additional 10 spaces for future facility growth.

6 - Existing Site Studies

Site Test Fit

A site test fit will not be included in the program.

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Appendix

7 - Existing Facilities Studies

Existing Facilities Information that Pertains to the New Police Facility:

Existing Drawings And Specifications

The existing buildings and site improvements are all to be demolished. The Design Build Team should commission an existing conditions survey at the request of Public Works.

Extent Of The Remodeling

The facility is to be new construction.

Code Compliance

A preliminary code review has been completed and is included in **Chapter 8 - Design Parameters**.

Hazardous Materials

A Phase 1 and 2 Environmental has been completed on the site and is available to the Design Build Team.

Temporary Facilities

No temporary facilities will be needed, as the SAPD departments coming to the building will remain at their current facilities.

Utilities Studies

The Design Build Team should commission an existing conditions survey at the request of Public Works.

Is the existing facility served by sufficient utility capacity for:

These issues have been addressed in **Chapters 5 and 6**.

- **Water** - Not Available
- **Sanitary Sewer** - Not Available
- **Storm Sewer Or Detention** - Not Available
- **Natural Gas** - Not Available
- **Electricity** - Not Available
- **Thermal Energy** - Not Available
- **Chilled Water And Steam** - Not Available
- **Data** - Not Available
- **Communications** - Not Available

Does the proposed project conflict with any existing utility lines?

The Design Build Team should commission an existing conditions survey at the request of Public Works.

7 - Existing Facilities Studies

Existing Facilities - Examples

The following pages are included to show the condition of the existing Central City Substation, the South Substation, the Public Safety Headquarters, and the Public Safety Answering Point (PSAP).

These photos were intended to show the The Design Team how they currently function. The Design Build Team should visit the sites themselves to familiarize themselves first hand, and to discern if they need more information.

7 - Existing Facilities Studies

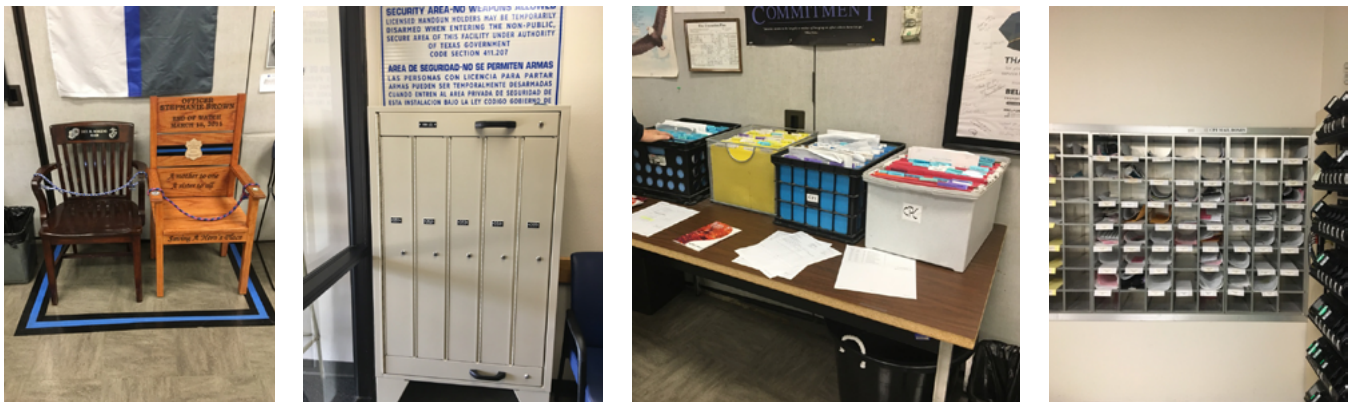
Central Substation - Examples



Service Agent Area @ Central, Ice Machine example (required at exterior at Park Police facilities)



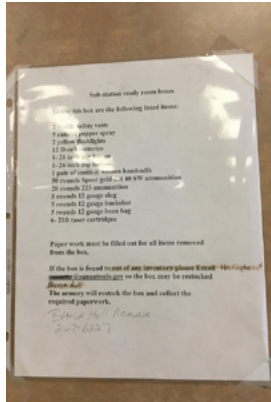
Report Writing and Body Camera Charging Room



End of Watch Memorial, Gun Locker at Lobby, Table at Roll Call for Officers, Mail Slots

7 - Existing Facilities Studies

South Substation - Examples



South Station Service Agents Area



Long Gun Lockers, Mud Room File area next to Roll Call.



Report Writing, Roll Call Entry Summons File, Bulletin Boards at Roll Call example

7 - Existing Facilities Studies

Public Safety Headquarters (PSHQ) - Examples



Service Agent Desk (ADA portion), Magnetometer Area, Service agent Desk



Service Agent Lockers, Blood Control, Fire Control Panel, Copier, Radio



Mail Room, Mail Slots, Typical Copy Room, Typical Coffee / Break Counter

7 - Existing Facilities Studies

Public Safety Answering Point (PSAP) Exterior Fence & Secure Gate - Examples



Secure Gate at PSP. New fencing should mimic this at delivery area



Gate and bollard Examples These bollards are moveable.



Gate should have Intercom, but also Video Capability

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Appendix

8 - Design Parameters

Codes and Regulations

Design Build Team is responsible for compliance with all adopted and applicable codes including, but not limited to, the following:

Unified Development Code (UDC)

The site is in the North St. Mary's Urban Corridor District. See the following page for Unified Development Code requirements.

The DB Team is to verify all UDC requirements that affect development of site.

National Fire Protection Association (NFPA) Standards, with emphasis on NFPA 101 Life Safety, including all referenced standards

International Existing Building Code

International Building Code

International Fire Code

International Mechanical Code

International Plumbing Code

International Fuel Gas Code

International Energy Conservation Code

National Electric Code

Texas Department Of Licensing And Regulation, Elimination Of Architectural Barriers Act

Americans With Disabilities Act, 28 Cft Part 35

ADAAG - Americans with Disabilities Act Accessibility Guidelines

ACI - 318, Building Code Requirements For Reinforced Concrete

AISC - Specifications For The Design, Fabrication And Erection Of Structural Steel

FEMA 100 Year Flood

National Institutes of Health (NIH) Standards

ANSI Standards

ASTM Standards

8 - Design Parameters

Other Codes and Regulations

Many governmental authorities also have jurisdiction over typical City of San Antonio projects and may regulate the design and construction of the facility. The authority having jurisdiction will review compliance with these requirements, and their review processes shall be investigated and identified.

The nature of a project may dictate that other more specific codes, regulations or standards would apply. Compliance with these requirements would also be reviewed by Public Works. These might include:

The Design Team may have to comply with the following. The list is not exhaustive. Design Team to meet with Development Services to review and understand all city, state and federal requirements affecting the project.

Environmental Protection Agency, for compliance with environmental protection requirements - A Phase 1 Environmental Survey needs to be completed on the existing site and building.

Texas Department of Licensing and Regulation, Elimination of Architectural Barriers Division, for compliance with state requirements and the Americans with Disabilities Act - Design team to comply with all TDLR / TAS requirements.

Texas Commission on Environmental Quality, for environmental conservation and management (i.e.: TPDES Storm Water, Air Permit, Water Pollution Abatement Plan & FEMA Flood Plain Management Standards) - NA. Design Team to verify.

Texas Historical Commission, for Historic Landmark designation - - NA. Design Team to verify. However, it is a City project, and will require review by the City of San Antonio Historic and Design Review Board.

Texas Antiquities Commission, for archeologically significant sites - NA. Design Team to verify.

Texas Department Of Health, for asbestos or lead paint abatement - A Phase 1 Environmental Study needs to be performed on the building.

U.S. Fish And Wildlife Service, for threatened and endangered species - NA. Design Team to verify.

Local Land Use Restrictions - NA. Design Team to verify.

8 - Design Parameters

Other Codes and Regulations

COSA Fire Codes - The Design Team should have a preliminary project meeting at the beginning of the design process to discuss the various fire code issues that will have an effect on the building. The building is not currently sprinkled, and only has one enclosed fire stair.

San Antonio Historic and Design Review Commission Requirements - See Chapter 5 and 6 for this information. This is a City project and therefore will require both conceptual and full approval of any exterior modifications.

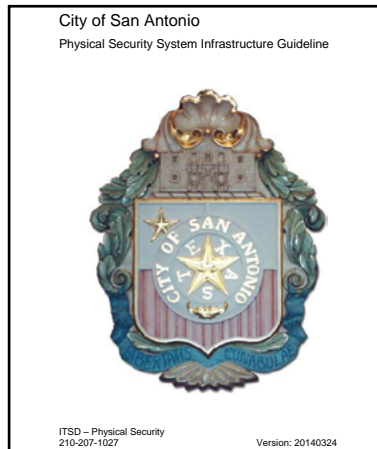
Technical Standards - See following page for examples.

8 - Design Parameters

City of San Antonio Standards

The City of San Antonio's Public Works Department has adopted the following guidelines that must be adhered to in the creation of the new garage.

- City of San Antonio - Facility Designs Guidelines and Standards
- City of San Antonio - Physical Security System Infrastructure Standards
- City of San Antonio - Structured Cabling Infrastructure Guidelines
- City of San Antonio - AD 1.10 Standards for Office Space, Furniture, Fixtures and Equipment



CITY OF SAN ANTONIO											
	<p>Administrative Directive AD 1.10 Standards for Office Space, Furniture, Fixtures and Equipment (FF&E)</p> <p>Procedural Guidelines Guidelines to ensure consistent work space design and purchasing of furniture, fixtures and equipment</p> <p>Department/Division Department of Finance, Purchasing Division</p> <p>Effective Date March 1, 2003</p> <p>Revised Date March 15, 2017</p> <p>Project Managers Carol Walkowczewski, City Architect, TCI Troy Elliott, Director, Finance</p> <p>Purpose The purpose of this Administrative Directive is to streamline and improve the process for work space design and purchasing of furniture, fixtures and equipment for all City departments and locations to create uniformity and consistency throughout City facilities and work spaces.</p> <p>Policy The mission of the City of San Antonio is to obtain high quality furniture and services at the lowest reasonable cost that meets or exceeds the customer's expectations for performance, standards, and availability at the time of purchase, while operating at the highest standards of ethical conduct.</p> <p>In terms of space allocation, this AD applies to new construction or major renovation. Existing facilities are exempted. Department Directors have the final authority to determine work space size allocations within their departments.</p> <p>Policy Applies To</p> <table border="0"> <tr> <td><input type="checkbox"/> External & Internal Applicants</td> <td><input checked="" type="checkbox"/> Current Temporary Employees</td> </tr> <tr> <td><input checked="" type="checkbox"/> Current Full-Time Employees</td> <td><input type="checkbox"/> Current Volunteers</td> </tr> <tr> <td><input checked="" type="checkbox"/> Current Part-Time Employees</td> <td><input checked="" type="checkbox"/> Current Grant-Funded Employees</td> </tr> <tr> <td><input checked="" type="checkbox"/> Current Paid and Unpaid Interns</td> <td><input checked="" type="checkbox"/> Police and Fire Academy Trainees</td> </tr> <tr> <td><input checked="" type="checkbox"/> Uniformed Employees Under Collective Bargaining Agreements</td> <td></td> </tr> </table>	<input type="checkbox"/> External & Internal Applicants	<input checked="" type="checkbox"/> Current Temporary Employees	<input checked="" type="checkbox"/> Current Full-Time Employees	<input type="checkbox"/> Current Volunteers	<input checked="" type="checkbox"/> Current Part-Time Employees	<input checked="" type="checkbox"/> Current Grant-Funded Employees	<input checked="" type="checkbox"/> Current Paid and Unpaid Interns	<input checked="" type="checkbox"/> Police and Fire Academy Trainees	<input checked="" type="checkbox"/> Uniformed Employees Under Collective Bargaining Agreements	
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<input checked="" type="checkbox"/> Uniformed Employees Under Collective Bargaining Agreements											

8 - Design Parameters

Unified Development Code & Zoning

The site is currently listed as three properties with differing zoning designations.

The commercial parcel is zoned **IDZ UC-4**.

Base zoning is **IDZ** with permitted uses to include **O-1.5, MF-40, C-2** and **C-3**.

UC-4 is the overlay for the North St. Mary's St. Urban Corridor District.

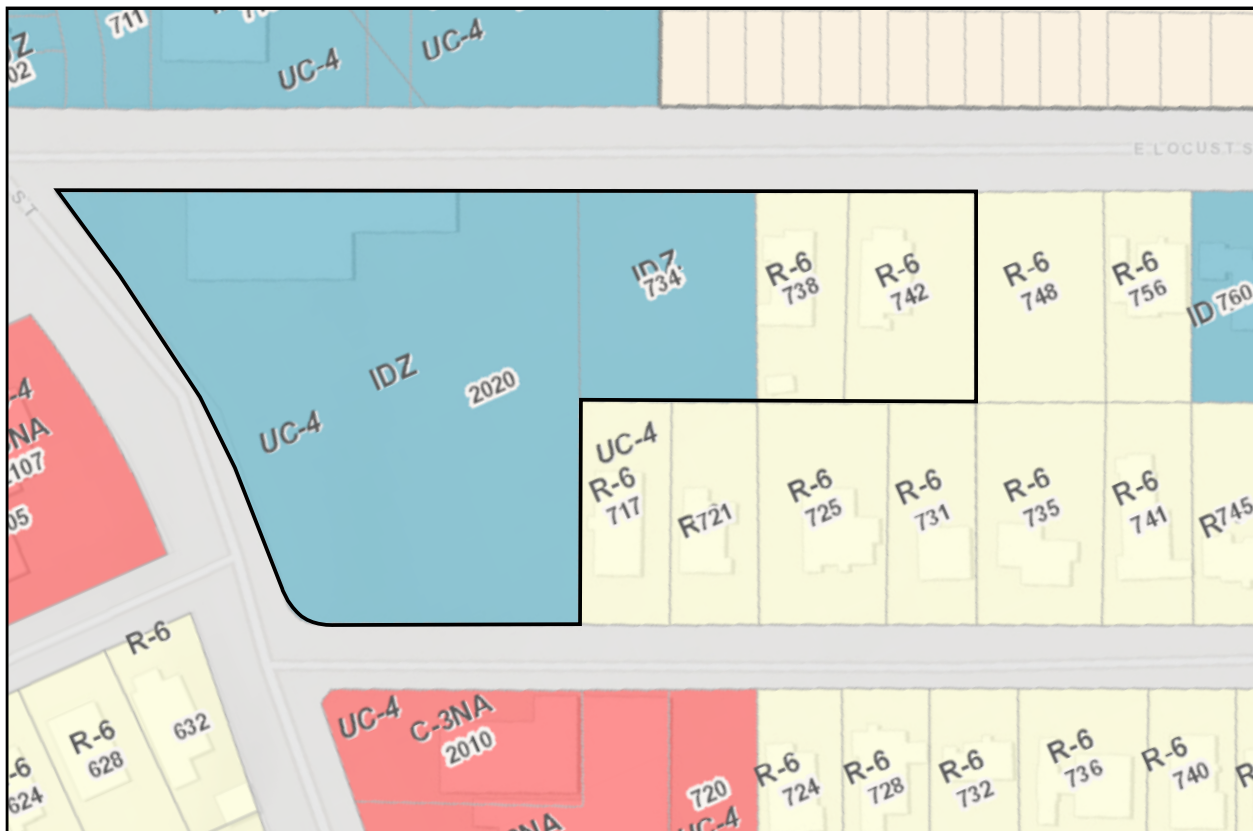
Both of these zoning designations correlate to special requirements for setbacks, massing, building articulation, parking, and landscaping.

The two residential parcels that make up the eastern part of the site are zoned **R-6, Single Family Residential**.

The uses programmed for this facility are permitted in this zoning designation: **Park - Public or Private, and Public Safety Facilities**.

The DB Team should work with the Development Services Department to fully understand the requirements of this zoning pattern.

This information is provided by the Programming Team, however, **The Design Team is responsible for verification of this data by providing its own full Code Review, and for adherence to all applicable codes.**



8 - Design Parameters

Building and Development Code List

From the City of San Antonio's website:

Development in the City of San Antonio requires conformance with all adopted building codes, land use regulations and the City's design and construction standards.

On June 21, 2018, San Antonio City Council approved the adoption of the 2018 International Code Council (ICC) building-related, fire, and property maintenance codes with local amendments. These codes went into effect on October 1, 2018.

- 2018 International Building Code (IBC)
- 2018 International Existing Building Code (IEBC)
- 2018 International Residential Code (IRC)
- 2018 International Fire Code (IFC)
- 2018 International Mechanical Code (IMC)
- 2018 International Plumbing Code (IPC)
- 2018 International Fuel Gas Code (IFGC)
- 2018 International Energy Conservation Code (IECC)
- 2017 National Electric Code (NEC)
- 2018 San Antonio Property Maintenance Code (based on the 2018 International Property Maintenance Code)

The following Amendments are also noted on the City's website:

Chapter 28 - Signs and Billboard Ordinance went into effect July 3, 2017:

- 2017 Chapter 28 Sign Code and Billboard Ordinance

The following local amendments to the Codes have also been adopted:

- 2018 Chapter 10, Building-related Codes
- 2018 International Fire Code Amendments
- 2018 San Antonio Property Maintenance Code

The following law enforcement and public safety organizations also offer guidelines and requirements for the design of public safety buildings:

- IBC 2015 - ICC 500
- CJIS: Criminal Justice Information Services
- IACP: International Association of Chiefs of Police
- Homeland Security Department

General Note: The Design Team is responsible for verification of, and adherence to all applicable codes.

8 - Design Parameters

Building Code Analysis

This information is provided by the Programming Team, however, **The Design Team is responsible for verification of this data by providing its own full Code Review, and for adherence to all applicable codes.**

PROJECT DESCRIPTION

Construction of a two-story structure at 2020 N. St. Mary's St. The building will serve as a Police Substation. The property is owned by the City of San Antonio. Spaces to be included consist of the following: exercise rooms and accessory spaces, meeting rooms, offices, and associated support spaces.

The building's accessible route and parking layout will be provided to meet ADA/TAS standards.

The site is comprised of one commercial parcel and two residential parcels. Zoning for the commercial parcel is IDZ UC-4. Permitted uses include O1.5, MF-40, C-2, and C-3. Zoning for the two residential parcels is R-6. Permitted uses include Park – Public or Private, and Public Safety Facilities.

Gross Floor Area: 2 floors at 12,000 gsf = 24,000 gsf
Net Program Area: 9,534 nsf + 10,057 nsf = 19,591 nsf

APPLICABLE CODES

2018 Edition of the ICC Code:
2018 International Building Code, IBC
2018 International Fire Code, IFC
2018 International Mechanical Code, IMC
2018 International Plumbing Code, IPC
2018 International Energy Conservation Code, IECC
2017 National Electrical Code, NEC

8 - Design Parameters

Building Code Analysis

CODE SUMMARY

A. Occupancy Requirements

1. Building Use	Civic Administration (police headquarters)
2. Building Occupancy	Group B (Section 304.1)
3. Occupancy Separation	None
4. Building Area:	
Building Area:	24,000 sf
Gross Floor Area	24,000 sf

Occupant Load Factor (Table 1004.1.1)

Group B: Offices, workrooms	150 gross
Ancillary Usages: Lecture hall, community hall	15 net
Exercise rooms, locker rooms	50 gross
Break room, meeting room	15 net
Storage/Mechanical	300 gross
Waiting areas	7 net

5. **Total Occupant Load** (Table 1004.5)

First Floor

Business offices/workrooms:	2,439 GSF =	17 people
Lecture hall / community room:	2,048 NSF =	137 people
Exercise rooms / locker rooms:	819 GSF =	17 people
Waiting:	420 NSF =	60 people
Storage:	1,313 GSF =	5 people

Occupant Load		236 people
---------------	--	------------

Second Floor

Business offices/workrooms:	2,550 GSF =	17 people
Break room / conference rooms:	809 NSF =	54 people
Exercise rooms / locker rooms:	3,360 GSF =	68 people
Waiting areas:	158 NSF =	23 people
Storage:	788 GSF =	3 people

Occupant Load		165 people
---------------	--	------------

Total Occupant Load

401 people

8 - Design Parameters

Building Code Analysis

- B. Construction Requirements for Existing Building - incomplete
1. **Table 601 Construction Type** **Type II-B**
 2. **Section 504 Building Height and Number of Stories** **75 ft. / 4 stories**
 3. **Section 506 Building Area** **23,000 s.f.**
 4. **Table 504.3 Allowable Height Increase** (Sprinkler system) **not taken**
 5. **Table 506.2 Allowable Area Increase** (Sprinkler, multi-story) **69,000 s.f.**
 6. **Section 506.3 Allowable Area Increase** (Frontage) **not taken**
 7. **Section 506.2 Allowable Area Increase** (Single Use Occupancy) **not taken**
 8. **Table 601 Fire-Resistive Ratings Requirements**
 - a. Primary Structural Frame 0
 - b. Bearing Walls – Exterior 0
 - c. Bearing Wall – Interior 0
 - d. Nonbearing Walls – Exterior See Table 602 (shows 0 hr.)
 - e. Nonbearing Walls – Interior 0
 - f. Floor Construction 0
 - g. Roof Construction 0
 9. **Table 602 Fire Resistance Rating Requirements for Exterior Walls**
Based on Fire Separation Distance: Group A, FSD > 30' = 0 hr.
 10. **Section 705.2. Projections** from any walls of Type I or II Construction shall be of noncombustible materials or if combustible, allowed by 1406.3 or 1406.4
 11. **Table 803.13 Interior Wall and Finish Requirements by Occupancy** (Group B – Sprinklered):
 Class B - Interior exit stairways, interior exit ramps and exit passageways
 Class C - Corridors and enclosures for exit access stairways and exit access ramps
 Class C - Rooms and enclosed spaces
 12. **Section 804.4.2 Interior floor finish requirement** (Sprinklered): Class I or Class II
 13. **Section 901 Fire Protection Systems:** **Sprinkler system will be provided.**
 14. **Section 907 Fire Alarm and Detection Systems** – Where Required – New Buildings and Structures:
 Group B where total occupant load of all floors is 500 or more (Total is 401) - does not apply.
 Group B where occupant load is more than 100 persons above or below the lowest level of exit discharge (building is two stories) - does apply **Fire Alarm System will be provided.**
 15. **Section 909 Smoke Control Systems:** Not required

8 - Design Parameters

Building Code Analysis

C. Egress Requirements

1. **Maximum Floor Areas per Occupant – Egress: (Table 1004.5)**

First Floor

Business offices/workrooms:	2,439 GSF =	17 people
Lecture hall / community room:	2,048 NSF =	137 people
Exercise rooms / locker rooms:	819 GSF =	17 people
Waiting:	420 NSF =	60 people
Storage:	1,313 GSF =	5 people

Occupant Load		236 people
---------------	--	------------

Second Floor

Business offices/workrooms:	2,550 GSF =	17 people
Break room / conference rooms:	809 NSF =	54 people
Exercise rooms / locker rooms:	3,360 GSF =	68 people
Waiting areas:	158 NSF =	23 people
Storage:	788 GSF =	3 people

Occupant Load		165 people
---------------	--	------------

Total Occupant Load

401 people

2. **Section 1005.3 Egress Width** (0.2 inches per occupant, for means other than stairways)

First Floor Occupant Load 236 people Required: $236 \times 0.2" = 47.2"$

Second Floor Occupant Load 165 people Required: $165 \times 0.2" = 33"$
(36" is code-required minimum)

3. **Section 1005.3 Stairway Width** (0.3 in/occupant) Required: $165 \times 0.3" = 49.5"$

4. **Number of Exits Required** (Table 1006.2) Required: 2 exits each floor

5. **Maximum Common Path of Travel Distance** (Table 1006.2.1): 75 feet (non-sprinklered) 100 feet (sprinklered)

6. **Exit Access Travel Distance** (Table 1017.2) 200 feet (non-sprinklered) 300 feet (sprinklered)

7. **Corridor Fire-Resistance Rating** (Table 1020.1) 1 hr. (non-sprinklered) 0 hr. (sprinklered)

8. **Minimum Corridor Width** (Table 1020.2) 44"

9. **Section 1020.4 Maximum Dead End Corridor Length:** 20 feet **Exception 2: B occupancy, sprinklered building:** 50 feet

8 - Design Parameters

Building Code Analysis

D. Plumbing Fixture Count (per 2018 International Plumbing Code, Table 403.1)

Business

WC = 1 per 25 for the first 50, and 1 per 50 for the remainder exceeding 50

Lavatory = 1 per 40 for the first 80, and 1 per 80 for the remainder exceeding 80

Drinking fountain = 1 per 100

Service sink = 1

Total Occupant Load: 401 people – 236 at First Floor, 165 at Second Floor

First Floor Occupant Load – 236 people

118 Males Required: 4 WC (2 can be urinals), 3 lavatories

118 Females Required: 4 WC, 3 lavatories

236 Occupants Required: 3 DF, 1 mop sink

Second Floor Occupant Load – 165 people

83 Males Required: 3 WC (1 can be a urinal), 2 lavatories

64 Females Required: 3 WC, 2 lavatories

128 Occupants Required: 2 DF, 1 mop sink

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Appendix

9 - Preliminary Project Cost

Preliminary Project Cost

Refer to Chapter 2 for the Preliminary Project Cost.

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Appendix

10 - Project Schedule

Preliminary Project Schedule

Refer to Chapter 2 for the Preliminary Project Schedule.

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Appendix

11 - Information Specific to the Department

City of San Antonio Standards

The City of San Antonio's Public Works Department has adopted the following guidelines that must be adhered to in the creation of the new facility.

- City of San Antonio - Facility Designs Guidelines and Standards
- City of San Antonio - Physical Security System Infrastructure Standards
- City of San Antonio - Structured Cabling Infrastructure Guidelines
- City of San Antonio - AD 1.10 Standards for Office Space, Furniture, Fixtures and Equipment

Other Pertinent Information

Permitting requirements

The Design Team is responsible for all permitting of the project.

Operating protocols

The Design Team is responsible for working with Public Works, San Antonio Police Department in the design and construction of the project.

Certifications

The Design Team is responsible for all certifications for the project.

Local preferences

The Design Team is required to work with Public Works and CoSA Development Services for all local requirements.

11 - Information Specific to the Department

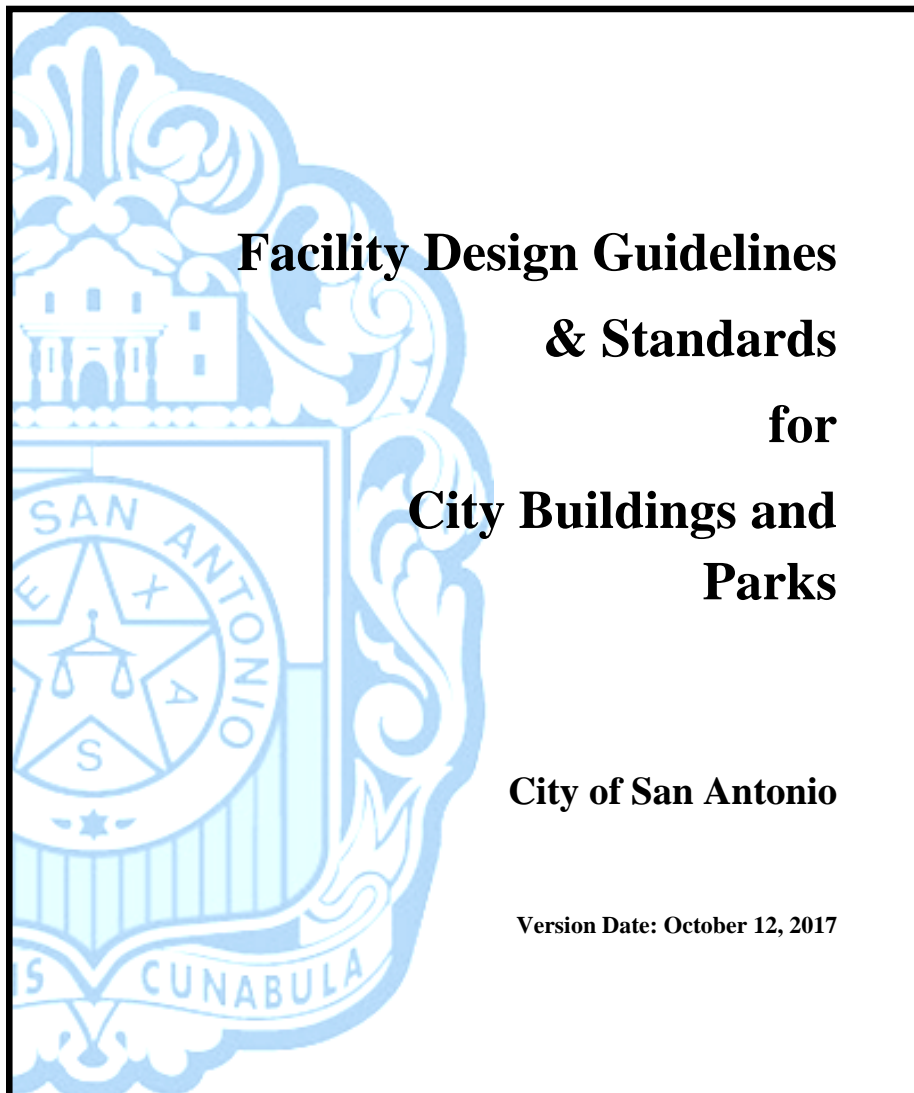
City of San Antonio - Facility Designs Guidelines and Standards

The City of San Antonio's Public Works Department has adopted the following guidelines that must be adhered to in the creation of the new facility.

This document has been recently updated, so the Design Team needs to ensure it is working from the latest version.

The document is located at the following link:

<http://www.sanantonio.gov/Portals/0/Files/TCI/FINAL-Revised%201-23-2018.pdf?ver=2018-01-24-153517-480>



11 - Information Specific to the Department

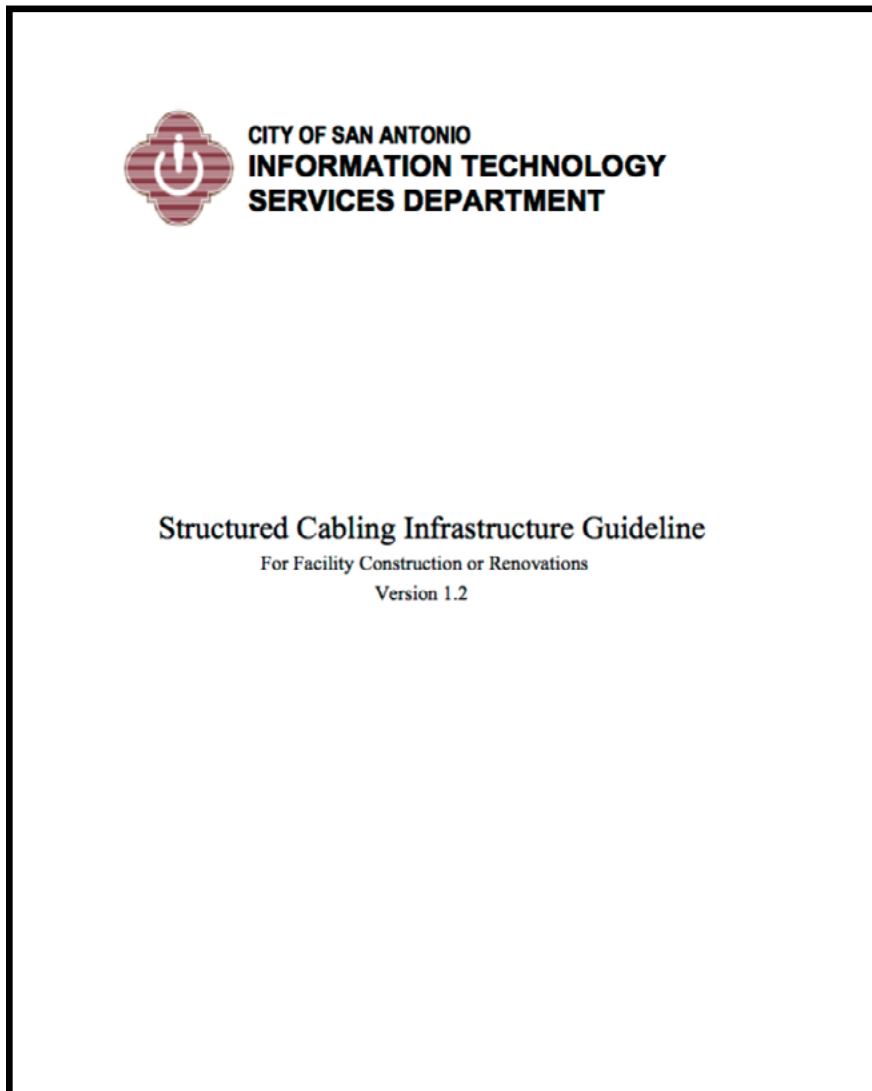
City of San Antonio Structured Cabling Infrastructure Guidelines

The City of San Antonio's Public Works Department has adopted the following guidelines that must be adhered to in the creation of the new facility.

This document is periodically updated, so the Design Team needs to ensure it is working from the latest version.

The document can be acquired from the CoSA ITSD Department at the following link:

https://webapp1.sanantonio.gov/RFPFiles/RFQ_3267_201706220459171.pdf



11 - Information Specific to the Department

City of San Antonio - Physical Security System Infrastructure Standards

The City of San Antonio's Public Works Department has adopted the following guidelines that must be adhered to in the creation of the new facility.

This document is periodically updated, so the Design Team needs to ensure it is working from the latest version.

The document is not available online. It can be acquired from the CoSA ITSD - Physical Security Department by contacting Derek Rabey at 210-207-1027.

City of San Antonio

Physical Security System Infrastructure Guideline



ITSD – Physical Security
210-207-1027

Version: 20140324


11 - Information Specific to the Department

City of San Antonio - AD 1.10 Standards for Office Space, Furniture, Fixtures and Equipment

The City of San Antonio's Public Works Department has adopted the following guidelines that must be adhered to in the creation of the new facility.

This document is periodically updated. It is the Design Team's responsibility to work from the latest version.

The document can be acquired by contacting the CoSA Department of Finance, Purchasing Division at 210-207-5734.

<i>CITY OF SAN ANTONIO</i>		
	Administrative Directive	AD 1.10 Standards for Office Space, Furniture, Fixtures and Equipment (FF&E)
	Procedural Guidelines	Guidelines to ensure consistent work space design and purchasing of furniture, fixtures and equipment
	Department/Division	Department of Finance, Purchasing Division
	Effective Date	March 1, 2003
	Revised Date	March 15, 2017
	Project Managers	Carol Warkoczewski, City Architect, TCI Troy Elliott, Director, Finance
Purpose		
The purpose of this Administrative Directive is to streamline and improve the process for work space design and purchasing of furniture, fixtures and equipment for all City departments and locations to create uniformity and consistency throughout City facilities and work spaces.		
Policy		
The mission of the City of San Antonio is to obtain high quality furniture and services at the lowest reasonable cost that meets or exceeds the customer's expectations for performance, standards, and availability at the time of purchase, while operating at the highest standards of ethical conduct.		
In terms of space allocation, this AD applies to new construction or major renovation. Existing facilities are exempted.		
Department Directors have the final authority to determine work space size allocations within their departments.		
Policy Applies To		
<input type="checkbox"/> External & Internal Applicants	<input checked="" type="checkbox"/> Current Temporary Employees	
<input checked="" type="checkbox"/> Current Full-Time Employees	<input type="checkbox"/> Current Volunteers	
<input checked="" type="checkbox"/> Current Part-Time Employees	<input checked="" type="checkbox"/> Current Grant-Funded Employees	
<input checked="" type="checkbox"/> Current Paid and Unpaid Interns	<input checked="" type="checkbox"/> Police and Fire Academy Trainees	
<input checked="" type="checkbox"/> Uniformed Employees Under Collective Bargaining Agreements		
1		

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12 - Selecting a Project Delivery Method

Project Delivery Method : Design Build

According to the 2017 - 2022 Bond Package, the Project Delivery Method for the SAPD Police Station at St. Mary's has already been determined to be Design Build.

The reason this method was selected was that after evaluating various project delivery methods, it was decided that the Design Build process would be the best method to provide a collaborative process, complete the project in the shortest time frame, and deliver the best value for the project budget.

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13 - Definition of Terms Relating to Square Footage

Definition of Terms Relating to Square Footage

Gross Square Feet (GSF): The sum of the square footage of all areas on all floors of a building included within the inside faces of its exterior walls, including floor penetration areas, however insignificant, such as circulation and shaft areas that connect one floor to another.

Program Square Feet (PSF): The sum of the square footage of all areas on all floors of a building assigned to, or available for assignment to, an occupant or other specific program use. Exclude non-assignable area and structural area.

Support Area (Includes Building Service Area, Circulation Area and Mechanical Area): The sum of all areas on all floors of a building not available for assignment to an occupant for specific program use, but necessary for the general operation of a building.

Building Service Area: This is the sum of all areas on all floors of a building used for custodial supplies, sink rooms, janitorial closets, and for public rest rooms. Building service areas do not include assignable areas.

Circulation Area: The sum of all areas on all floors of a building required for physical access to some subdivision of space, whether physically bounded by partitions or not.

Mechanical Area: The sum of all areas on all floors of a building designed to house mechanical equipment, utility services, and shaft areas.

Structural Area: The sum of all areas on all floors of a building that cannot be occupied or put to use because of structural building features.

DGSF - Design Gross Square Footage

NASF - Net Assignable Square Footage

NSF - Net Square Footage

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Appendix

Product Examples

The following pages include material from the programming team's research. This information is for informational purposes at a preliminary level, to assist the Design Team with basic requirements for the police facility.

The Design Team must not rely on this information, but must perform their own due diligence in these areas.

Appendix

Product Examples - Parking Lot & Front Entry Intercom

AX Series: Integratable Audio/Video Security System



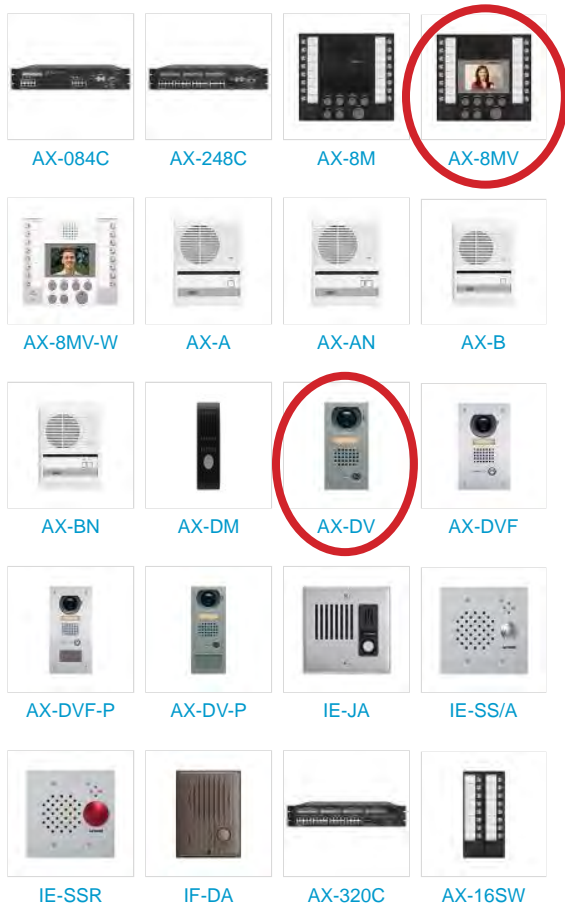
The AX Series supports up to 8 interior master stations and 120 door or interior stations. All components are wired using CAT-5e/6 cable. A wide variety of system components are available to meet almost any specification.

Features »

Specifications »

Power Source	24V DC - Use two PS-2420UL (110V AC) per system
Door Station Calling	Tremolo call tone programmable from 10-600 seconds, or infinite. LCD monitor remains on for duration of call tone up to 10 minutes max.
Master Station Calling	Select station to call, pretone sounds, then speak hands-free or push-to-talk
Video Monitor	3.5" direct view TFT color LCD
Door Release	N/O or N/C, programmable per station 24V AC/DC (500mA max.)
Wiring	CAT-5e UTP-4 homerun from each station to CEU
Distance	Door station to CEU: 980' Master station to CEU: 980'
CO Tel Adaptor	Viking Model K-1900-5 Programmable Dialer
CSI Specification	AX Series CSI Specification

Components »



Literature »

Downloads »

Related Information »

Appendix

Product Examples - Lobby & Ready Room Long Arms Cabinet



0 (/shoppingcart.asp)

Home (<http://www.storemorestore.com/>) > Lockers (<https://www.storemorestore.com/Lockers-s/65.htm>) > Firearm Lockers (<https://www.storemorestore.com/Firearm-Lockers-s/313.htm>) > Free Standing Lockers (<https://www.storemorestore.com/free-standing-weapons-lockers-s/1750.htm>) >

FIVE RIFLE AND LONG GUN LOCKER WITH TUBE KEY LOCKS, 34" WIDE X 12" DEEP X 60" HIGH, #SMS-72-EDSG5K



VIEW LARGER PHOTO

(<http://cdn3.volusion.com/hktad.kparj/v/vspfiles/photos/SMS-72-EDSG5K-2.jpg?v-cache=1507637002>)

Alternative Views:



(<http://cdn3.volusion.com/hktad.kparj/v/vspfiles/photos/SMS-72-EDSG5K-2.jpg?v-cache=1507637002>)



(<http://cdn3.volusion.com/hktad.kparj/v/vspfiles/photos/SMS-72-EDSG5K-3.jpg?v-cache=1507637002>)



(<http://cdn3.volusion.com/hktad.kparj/v/vspfiles/photos/SMS-72-EDSG5K-4.png?v-cache=1507637002>)



(<http://cdn3.volusion.com/hktad.kparj/v/vspfiles/photos/SMS-72-EDSG5K-5.jpg?v-cache=1507637002>)

[Click here to see more selections of Firearm Cabinets.](#) (</firearm-wall-cabinets-handgun-storage-lockers-weapon-locker-s/313.htm>)
[See Table of Firearm Locker Sizes](#) (/kb_results.asp?ID=49)

List Price: \$3,264.51

Our Price: \$2,205.00 Dock to Dock Freight Included* (/kb_results.asp?ID=45)

You save \$1,059.51!

Dimensions: 34" Wide x 12" Deep x 60" High

Opening: Compartment openings are 5" Wide x 42" High

Type: Tube Key Locks

Other: Free Shipping

Weight: 185 lbs. (Free Shipping)

Availability: Ships in 13 to 14 weeks

Product Code: SMS-72-EDSG5K

CHOOSE YOUR OPTIONS:

Color/Finishes

Click thumbnail to view choice



Firearm Locker Colors:

Starting Locker Number:

Shipping Instructions

I agree with shipping instructions*: I understand the shipping information (/kb_results.asp?ID=5) (http://www.storemorestore.com/kb_results.asp?ID=5#youtube_video)

I agree to the shipping terms covering "free shipping" and "inspecting your freight" for damage listed in the **Shipping Document** (http://www.storemorestore.com/kb_results.asp?ID=5) If "Inside Delivery" or other freight services are needed, call 1-855-786-7667 for a quote.


Qty:

ADD TO CART

Appendix

Design Team to discuss with CoSA and ITSD Security and its preference for a linear microphone product. (photo on next page)

Product Examples - Service Agent Intercom



globalindustrial.com a Systemax company

Call us 7 days a week
1.888.978.7759
Click to Chat

Log In | View Cart | Contact Us | Tr


SEARCH RESULTS Back

Shop Categories
Help
Welcome Log In Account Tools
(0) Lists
All

Legrand® F9018-BK Intercom Desktop

Item #: T9FB1636691

Not Yet Rated




\$46.95

Legrand® AC1023 Intercom/Unity Relay

Item #: T9FB1636978

Not Yet Rated




\$52.95

Legrand® F7641-WH Intercom Patio Unit,

Item #: T9FB1637070

Not Yet Rated




\$46.95

Legrand® IC5002-WH Selective Call

Item #: T9FB1636763

Not Yet Rated




\$160.95

Legrand® IC5004-WH Selective Call

Item #: T9FB1636990

Not Yet Rated



\$167.95

Legrand® IC5002-BS Selective Call

Item #: T9FB1636472

Not Yet Rated

Shuresafe Norcon Intercom System 963000

Item #: T9FB3897175

Usually ships in 7 to 10 days

0 reviews | [Write a review](#)


List Price: ~~\$2,222.10~~ Save up to 13%

Price: \$ 1,933.00


Quantity

Add

Customer: AI




Frequently Purchased Together




\$436.95

Add



\$329.95

Add



\$4.50

Add

Product Information
Customer Review
Product Q&A
Accessories

Shuresafe Norcon Intercom System

Shuresafe® Security Drawers and Transaction Drawers, Trays help protect human and physical assets, manage risk and control access to secured environments and reduce transaction exposure in potentially risky situations. Ideal for convenience stores, correctional facilities, restaurants, gas stations, high-risk kiosks, ticket windows, government, hospitals and many more applications.


Features:

- Ideal for counter top mounting on both sides of barrier
- Units can be positioned back-to-back or other configurations suitable for your environment
- Clear, 2 way hands-free voice communication
- Rugged, tamper resistant material


Product Specifications

WIDTH INCHES	5-1/2
DEPTH INCHES	3
HEIGHT INCHES	2-3/4
ASSEMBLY	All-Welded
BRAND	Shuresafe
COLOR FINISH	Steel
MANUFACTURERS PART NUMBER	963009
PACKAGE QUANTITY	1
STYLE	Intercom
WEIGHT LBS	10
LIMITED WARRANTY	1 Year


Customers Who Viewed This Also Viewed




Shuresafe Trim Kit 900818 -




Shuresafe (DP20) Package




Shuresafe Securivv Pass



Shuresafe High Security



Shuresafe Counterton



Shuresafe

Appendix

Product Examples - Intercom @ PSHQ Police Report Counter Microphone "Aiphone"



Appendix

Product Examples - Front Desk Pass-Thru Tray



Shuresafe Countertop Sliding Deal Tray 670094 - 10"W x 15"D x 1-1/2"H

Item #: WGB897168

\$318.30 **up to 14% OFF**

Price: \$274.95

Save \$8.25 with 3% off when you use your Global Industrial Credit Card. Save 3% Apply Now

Customers Also Viewed



Shuresafe Countertop



MMF Zipper Top Wallet Bag,



Shuresafe Countertop



Shuresafe Countertop



Shuresafe Thru-Wall Drawer

LIVE CHAT

Shuresafe Countertop Sliding Deal Tray, 10"W x 15"D x 1-1/2"H

Shuresafe® Security Drawers and Transaction Drawers, Trays help protect human and physical assets, manage risk and control access to secured environments and reduce transaction exposure in potentially risky situations. Ideal for convenience stores, correctional facilities, restaurants, gas stations, high-risk kiosks, ticket windows, government, hospitals and many more applications.

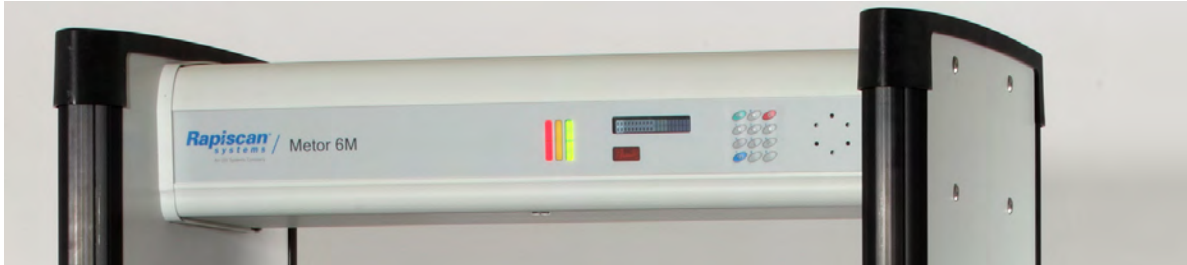
Features:

- Economical security solution for cashier windows or other secured area
- installation for counter tops
- Has curved interior for easy coin and currency removal
- Center cut out 8-1/4"W x 1-9/16"D x 13-1/4"H
- Features a stationary base with a sliding tray for installation in countertops
- Custom sizes available upon request

Appendix

Product Examples - Magnetometer

([HTTPS://WWW.RAPISCANSYSTEMS.COM/EN/](https://www.rapiscansystems.com/en/))



HOME ([HTTPS://WWW.RAPISCANSYSTEMS.COM/EN/INDEX.PHP](https://www.rapiscansystems.com/en/index.php)) / PRODUCTS ([HTTPS://WWW.RAPISCANSYSTEMS.COM/EN/PRODUCTS](https://www.rapiscansystems.com/en/products)) / METOR 6M

METOR 6M

| *Enhanced security features integrated for inspection at checkpoints and access controlled entry.*

- Versatile Applications
- Superior Immunity
- Automated and Advanced Features for Enhanced Security

The Meteor 6M is a multi-purpose multi-zone walk-through metal detector used primarily for weapons detection. Typical applications include passenger screening at airports and seaports, visitor screening at courthouses, federal buildings and prisons, access control in conferences, public buildings, sporting or other special events, stadiums and concerts, employee and visitor screening in power plants or factories, loss prevention in different industrial applications as well as screening in hotels, restaurants, casinos, and night clubs.

Independent Zones Provide for:

- Superior discrimination
- Reliable detection of threat items
- High traffic throughput
- Reliable location of threats

Enhanced Security

The latest features for advanced security are available on the Meteor 6M. Calibration guard, power guard and ready-state violation all protect against unwanted tampering to the machine. Fully configurable user levels allow for unprecedented control over who can view and change settings on the Meteor 6M.

Enhanced Features for Easier Usability

Automated sensitivity and floor sensitivity functions make the calibration process easy, eliminating the time consuming trial and error method.

Automated frequency function selects the optimum operating frequency for the installation environment or in case of side-by-side use of more than one unit.

Preset Detection Programs – The Meteor 6M is delivered with multiple preset detection programs based on international standards, ready to use immediately.

Random Alarm Function

The Meteor 6M has a random alarm function that enables security personnel to randomly choose individuals for an additional security check. With the new dual random alarm feature, people who cause a normal alarm are also subject to a random alarm.

Intelligent Traffic Counters for Reliable Statistics

Meteor 6M is built with intelligent and virtually invisible traffic counters which are integrated inside the coil panels. Counters are bi-directional with a decrease mode. Alarms, passengers and alarm rates can all be counted.

Easy to Install and Operate

With its immunity to electromagnetic interference and vibration, the Meteor 6M is easy to install in the most demanding environments. Several units can be placed in close proximity to one another, increasing the level of flexibility when planning an installation site.



(https://www.rapiscansystems.com/media/uploaded/products/114/rapiscanmeteor6m_1__large.jpg)

Appendix

Product Examples - X-ray Machine

[BACK TO PRODUCT FAMILY \(HTTPS://WWW.RAPISCANSYSTEMS.COM/EN/PRODUCTS/CATEGORY/BAGGAGE-AND-PARCEL-INSPECTION\)](https://www.rapiscansystems.com/en/products/category/baggage-and-parcel-inspection)

620XR HP

Aviation checkpoint screening system with best-in-class penetration, wire resolution and spatial resolution.

READ MORE ▾

[HOME \(HTTPS://WWW.RAPISCANSYSTEMS.COM/EN/\)](https://www.rapiscansystems.com/en/) > [PRODUCTS \(HTTPS://WWW.RAPISCANSYSTEMS.COM/EN/PRODUCTS\)](https://www.rapiscansystems.com/en/products)
> [BAGGAGE AND PARCEL INSPECTION \(HTTPS://WWW.RAPISCANSYSTEMS.COM/EN/PRODUCTS/CATEGORY/BAGGAGE-AND-PARCEL-INSPECTION\)](https://www.rapiscansystems.com/en/products/category/baggage-and-parcel-inspection) > 620XR HP



- BEST IN CLASS IMAGE QUALITY
- SUPERIOR RESOLUTION
- EUROPEAN COMMISSION AVIATION COMPLIANT
- LOW DENSITY IMAGE ENHANCEMENT
- EXPLOSIVES AND NARCOTICS DETECTION
- MATRIXING, NETWORKING AND REMOTE VIEWING



DETECTION OF EXPLOSIVES AND NARCOTICS ALERT
Target and NARCScan are designed to assist operators in the detection of a range of explosives and narcotics respectively in real time during the scanning process by marking a potential threat on the X-ray image. Rapiscan® Systems detection algorithms are based on regulatory material analysis techniques.

GOVERNMENT REGULATORY COMPLIANCE
620XR hp performance is in full compliance with the mandatory regulations (EC) No. 300/2008, (EU) No. 185/2010 and Commissions Decision C(2010)774 for aviation security in the European Union.

EASE OF USE PROVIDING HIGHEST THROUGHPUT
With over 14 image processing tools and detection alert algorithms functions, the feature rich software allows the operator to more easily and accurately search for contraband.

SINERGY™
Rapiscan® Systems latest proprietary image enhancement tool, utilizes the new innovative Dual-Mode X-ray imaging Technique (DMxT) to emphasize the detail in specific regions of images by enhancing the visibility of thin metal therefore increasing operator recognition of potential threats in cluttered images.

Appendix

Product Examples - Service Agent Counter Window System

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PRODUCTS ▾ PROJECTS ▾ INDUSTRIES ▾ ABOUT ▾ BLOG CONTACT


Arch Window System




PROTECTION LEVEL: **1 2 3 4 5 6 7 8**

The Arch Window System is the most commonly used bullet resistant barrier, featuring an arch configuration that provides natural voice transmission. Often found in banks, credit unions, check cashing facilities and governmental offices, this system features a pleasing design that allows for safe and natural customer interactions. These bulletproof barriers may be provided with bullet resistant fiberglass and the necessary hardware for installation.

Glazing Options	Product Specifications	Framing Options	Additional Options
<p>Bullet Resistant Level 1 1 ¼" Uncoated Acrylic 1 ¼" Coated Acrylic AR Data Sheet ¾" LP 750 Laminated Data Sheet GCP 750 ¾" Data Sheet</p> <p>Bullet Resistant Level 2 1 ½" Uncoated Acrylic 1 ½" Coated Acrylic AR Data Sheet 1' LP 1000 Laminated Data Sheet TSS 002 LS 1" Data Sheet</p> <p>Bullet Resistant Level 3 1 ¾" LP 1250 Laminated Data Sheet TSS 003 LS 1-3/16" Data Sheet</p> <p>Bullet Resistant Level 4, 5, & 8 TSS 004 LS 1 ¼" Data Sheet TSS 005 LS 1 ½" Data Sheet TSS 008 LS 2-5/16" Data Sheet</p>			

 **Other Products You May Like**
 Bullet Resistant Barrier Systems

 **CSI Formatted Specification Writer**

 **Need Support?**
 Contact us directly >>

Appendix

Product Examples - AED / Defibrillator Wall Cabinet

10/31/2017 AED Wall Cabinet with Alarm- Protect your AED Defibrillator with an Alarmed AED cabinet from AEDUniverse.com. Wall mount AED cabinet at lowest pr...

Home (<https://www.aeduniverse.com/>) > AED Cabinets (https://www.aeduniverse.com/AED_Cabinets_s/29.htm) >

AED WALL CABINET WITH ALARM



List Price: \$205.00
Our Price: \$169.00
You save \$36.00!

Availability: Usually Ships in 24 Hours
Product Code: 180SM-1

Alarmed AED Cabinets at the lowest prices online!

ADD TO CART

AED Wall Cabinet with Alarm, 17" H x 17" W 7" D, 180SM-1

VIEW LARGER PHOTO

(/v/vsfiles/photos/180SM-1-2.jpg)

Description	Maintenance/Technical Information
-------------	-----------------------------------

Alarmed AED Cabinet- Protect your AED with one of our Alarmed AED Cabinets. Our metal alarmed wall AED Cabinets offered with an alarm and have the following features:

AED Cabinet with Alarm Features

- Economical Design
- Easy to Install
- Fits most brands of AED's
- 1/8" thick clear acrylic window
- Alarmed cabinet
- AED cabinet alarm requires 1- 9-volt battery (included)
- AED cabinet alarm is beasily attached to existing building alarm system
- Smooth finish
- Very Loud Alarm!!
- Includes 2 keys to arm/disarm alarm (AED cabinet does not lock)
- Extra Keys are available!

Alarmed AED Cabinet Outside Dimensions: 17" H x 17" W 7" D

AED cabinet with Alarm Item Number: 180SM-1 Alternate Item Number: NWH500121

Note: Due to the size and weight of this product. We can no longer offer free shipping for our AED cabinets. Our prices are the lowest on the internet for alarmed AED cabinets!

Having an AED is great but why have an AED if no one knows where it is! Now with quality AED cabinets from AEDUniverse.com you can proudly display your AED for all to see and have the piece of mind kno last long at this price!! AEDUniverse.com features so

Resources

AED Cabinet Alarm Operations Manual (/v/vsfiles/assets/images/aed%20cabinet%20manual.pdf)

ACCESSORIES FOR THIS PRODUCT...

KEYS FOR MODERN METAL AED CABINETS

([HTTPS://WWW.AEDUNIVERSE.COM/KEYS_FOR_MODERN_METAL_AED_CABINETS_P/MMKEY2.HTM](https://www.aeduniverse.com/keys_for_modern_metal_aed_cabinets_p/mmkey2.htm))

Our Price: \$5.99

Add

(https://www.aeduniverse.com/Keys_for_Modern_Metal_AED_Cabinets_p/mmkey2.htm)

RELATED PRODUCTS...

DEFIBRILLATOR AED RESCUE BAG

([HTTPS://WWW.AEDUNIVERSE.COM/DEFIBRILLATOR_AED_RESCUE_BAG_P/4210-05.HTM](https://www.aeduniverse.com/Defibrillator_AED_Rescue_Bag_p/4210-05.htm))

Our Price: \$99.00

Add

(https://www.aeduniverse.com/Defibrillator_AED_Rescue_Bag_p/4210-05.htm)

AED/EMERGENCY OXYGEN COMBO CABINET, MEDIUM

([HTTPS://WWW.AEDUNIVERSE.COM/AED_EMERGENCY_OXYGEN_COMBO_CABINET_LARGE_P/184SM.HTM](https://www.aeduniverse.com/AED_Emergency_Oxygen_Combio_Cabinet_Large_p/184sm.htm)) (I

Our Price: \$189.99

Add

(https://www.aeduniverse.com/AED_Emergency_Oxygen_Combio_Cabinet_Large_p/184sm.htm)

SMALL AED CABINET

([HTTPS://WWW.AEDUNIVERSE.COM/SMALL_AED_CABINET_147SM_P/147SM.HTM](https://www.aeduniverse.com/Small_AED_Cabinet_147SM_p/147sm.htm))

Our Price: \$99.00

Add

(https://www.aeduniverse.com/Small_AED_Cabinet_147SM_p/147sm.htm)

KEYS FOR MODERN METAL AED CABINETS

([HTTPS://WWW.AEDUNIVERSE.COM/KEYS_FOR_MODERN_METAL_AED_CABINETS_P/MMKEY2.HTM](https://www.aeduniverse.com/keys_for_modern_metal_aed_cabinets_p/mmkey2.htm)) (I-

Our Price: \$5.99

Add

(https://www.aeduniverse.com/Keys_for_Modern_Metal_AED_Cabinets_p/mmkey2.htm)

Appendix

Product Examples Bleeding Control Kit

North American Rescue Public Access Station, V-Pack, Basic, Recessed Cabinet

By: [North American Rescue](#) Item#: 1585952 ★★★★★ [Write a review](#)

Share: [Print](#)

[Specifications](#) [Reviews](#)

These Wall Stations include 5 individual Bleeding Control Kits packaged in vacuum sealed pouches stored within an easy to open nylon carrier and includes 1 NAR QuikLitter for moving injured casualties.

Special Price
\$649.99

 Qualifies for free shipping.

* No Other Discounts Apply

QTY [ADD TO CART](#)

Prefer Surface Mounted Unit



[View Larger Image](#) [Rollover image to pan and zoom](#)



[See All Images](#)

SPECIFICATIONS



Item #: 1585952
Brand: North American Rescue
Grade Level: Not Specified
Selling UOM: Each
Ship Method: Parcel

Invoice Description: STATION PUBLIC ACCESS - VPack - BASIC - RECESSED CABINET

Certifications: Not Applicable

Safety: No Choking Hazard

Allergens: Contains No Allergens

Description: Kit-Basic




REVIEWS

★★★★★
[Be the first to review this product](#)

Appendix

Product Examples - Ready Room and Storage Closet



globalindustrial.com a Systemax company


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Log In | View Cart | Contact Us | Track Order Quick Order

0 Items - (\$0.00)

Shop Categories
Help
Welcome Log In
Account Tools
(0) Lists
All

Return to Category List
Home
Storage & Shelving
Cabinets
Heavy Duty
All-Welded Heavy Duty 16 Gauge Storage Cabinets



Rollover image to zoom in

[See all 101 items in product family](#)

Durham Heavy Duty Storage Cabinet 2602-4S-95 - 36"W x 18"D x 72"H

Item #: T9A237469 Email Print

Usually ships in 6 to 9 days


[9 reviews](#) | [Write a review](#)

Price: \$ 456.95


Quantity:

Add to list


Customers Who Viewed This Also Viewed



Edsal Ultra-Capacity Vault Cabinet - 48X24X78"




Valley Craft Additional Steel Shelf - 36"W x 16"D, Troop Sand



Valley Craft Additional Steel Shelf - 36"W x 16"D, Black


Frequently Purchased Together



Durham Additional Shelf FDC-SH-3618-95 For Heavy [\(2\)](#)

Add


\$31.95



Durham Heavy Duty Expanded Metal Mesh Door
Not Yet Rated

Add

\$548.00



Best Value Plastic 2 Shelf Tray Service & Utility Cart 34 [\(239\)](#)

Add

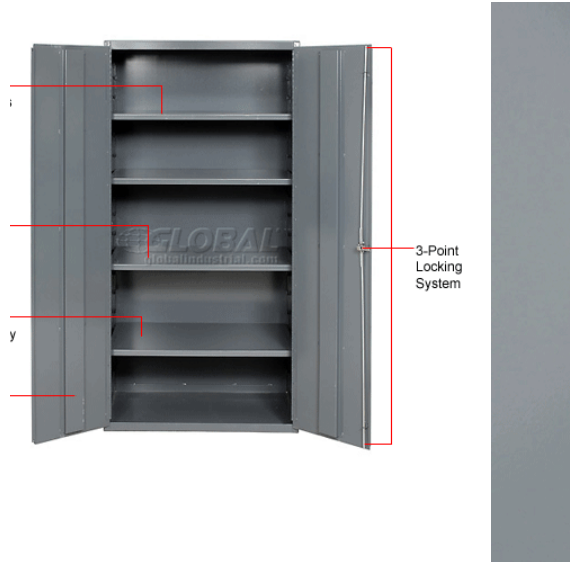
\$99.00

Product Information
Photo/Video Gallery
Customer Review
Product Q&A
Accessories

All Welded Heavy Duty Storage Cabinets
 This heavy duty cabinet has a strong 16-gauge all-welded steel body and 14 gauge box formed steel shelves with 900 lb. capacity that adjust at 4" increments, making them ideal for holding tools, dies, machine parts or supplies. Channel reinforced doors close securely with all welded full-length piano hinges. Chrome key-locking handles. Durable gray powder coat finish. Storage cabinets shipped assembled.

Product Specifications

WIDTH INCHES	36
DEPTH INCHES	18
HEIGHT INCHES	72
ADJUSTABLE SHELVES	4
ASSEMBLY	All-Welded
BRAND	Durham Mfg.®
COLOR FAMILY	Gray
COLOR FINISH	Gray
CONSTRUCTION	16 Gauge Steel
DOOR QUANTITY	2
DOOR TYPE	Solid Doors
FIXED SHELVES	--
HANDLE TYPE	Keyed Lever Handle
MANUFACTURERS PART NUMBER	2602-4S-95



Appendix

Product Examples - Personnel Lockers



**Salsbury Gear Metal Locker
72024 - Ventiladed Door
24"W x 24"D x 72"H Blue
Unassembled**

Item #: T97B2160982

~~\$550.00~~ **up to 19%
OFF**

Price: \$445.95

Save \$13.38 with 3% off
when you use your Global
Industrial Credit Card.
Save 3% Apply Now

Customers Also Viewed



Salsbury Gear
Metal Locker



Static Solutions
SP-101 Earth



Salsbury Gear
Metal Locker



Salsbury Gear
Metal Locker



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LIVE CHAT

**Salsbury Gear Metal Locker 72024 -
Ventiladed Door 24"W x 24"D x 72"H
Blue Unassembled**

**Salsbury 72024 Standard Metal Gear
Lockers - Ventiladed Door**

Features

- Constructed of 16 gauge steel
- Ideal for high schools, locker rooms, sports facilities, police and fire stations and many other applications where visibility and maximum airflow is needed
- Available as unassembled or assembled (additional charge for assembled)
- Feature a durable powder coated finish available in gray, tan or blue
- Units are 24" wide, 72" high and 24" deep
- Ventiladed Doors include a recessed handle and hasp for added security and can accommodate a built-in lock or padlock
- Ventiladed Doors open from left to right and are attached with 4 heavy duty hinges allowing for smooth operation
- Units feature a 13-3/4" D upper shelf and a 12" wide, 12-1/2" high, 13-3/4" deep top compartment with a steel padlock hasp
- Units also feature 4 steel coat hooks, a coat rod and a 14" high foot locker with a hinged lid and recessed padlock hasp for secure storage

Provide half-height passively ventiladed lockers for Fitness Area Locker Room. Top of locker should have sloping top to discourage storing items on top of lockers.

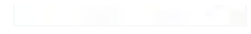
Appendix

Product Examples - Ready Room and Storage



post-adjustable-filing-shelf-s/454.htm)

File & Binder Shelving (/File-Shelving-Folder-Storage-4-Post-Adjustable-Filing-Shelf-S/454.Htm)



hose-shelving-r

Fire Hose Stor
Storage-Racks-Fi
Shelve



nt-Racks-

**Provide 5-shelf
movable metal units**

Police Uniform & Gear Shelving (/Steel-Garment-Racks-S/188.Htm)



(/Pi

Prisoner Restra
Restraint-Bc



(/Industrial-Clip-Type-Shelving-

s/995.htm)

Property & Evidence Shelving
(/Industrial-Clip-Type-Shelving-S/995.Htm)



(/P

Property & Ev
(/Property-Stora

Appendix

Product Examples - Ready Room Riot Shield Storage

7 Bags | Vehicle Gun Lockers & Pistol Cabinets

Stainless-Steel-Tables-

167.htm)

bles (/Stainless-Steel-
S/1167.Htm)



(/Riot-Shield-Shelving-

s/1222.htm)

Tactical Gear Shelving (/Riot-Shield-
Shelving-S/1222.Htm)

iform-Exchange-Lockers-

93.htm)

ge Lockers (/Uniform-
ockers-S/93.Htm)



(/Vehicle-Weapon-Lockers-

s/3588.htm)

Vehicle Gun Lockers (/Vehicle-Weapon-
Lockers-S/3588.Htm)

firearm-wall-cabinets-

lockers-weapon-locker-
13.htm)

Appendix

Product Examples - Service Agent Radio Base Station



CS7000 CONTROL STATION FOR UNITY® XG-100M

POWERFUL CONTROL STATION FOR MISSION-CRITICAL COMMUNICATIONS

The CS7000 is a compact, state-of-the-art control station that provides multiband half-duplex operation and full-spectrum multiband frequency coverage with a Unity XG-100M. The unit supports multiple operating modes, including Enhanced Digital Access Communication System (EDACS®) or ProVoice™ trunked modes, P25 digital trunked mode, P25 digital conventional mode, and conventional analog mode.

FEATURES

Options to cover single, dual, or multiple land mobile radio frequency bands: VHF (136-174 MHz), UHF (380-520 MHz), and 700/800 MHz.

Interoperability with other critical communications users via P25 digital conventional or trunked mode.

Critical communications features Emergency and Dynamic Regroup included as standard in the Unity XG-100M to deliver advanced performance.

USER INTERFACES

The CS7000 can be operated locally with the full capabilities of its radio and CH-721 Control Unit. Additionally, the CS7000 can provide a Controller Area Network (CAN) interface that supports up to four SP-721 Desksets, which allow remote users to operate the CS7000 on a first-come, first-served basis. The SP-721 Deskset is a digital Remote Controller based on the CH-721 Control Unit, so it provides the same user interface as the CH-721.

Alternatively, the CS7000 can be operated using one of two Remote Control Systems. One is a Standard Tone Remote Control over a two-wire or four-wire telephone line interface

and the other is a Voice-over-Internet Protocol (VoIP) Remote Control System over an Ethernet network. These Remote Control Systems allow remote selection and operation on up to 16 pre-programmed system/group combinations as well as control unit button functions.

SOFTWARE-DEFINED CAPABILITY

Harris radios benefit from a flexible, software-based digital radio design. Features and user profiles are software-defined and can be reprogrammed over the air.

harris.com | [#harriscorp](https://twitter.com/harriscorp)

HARRIS® TECHNOLOGY TO CONNECT,
INFORM AND PROTECT™

Appendix

Product Examples - Service Agent Portable Radio



XG-75P PORTABLE

VHF/UHF-L

The L3Harris XG-75P Portable delivers the high reliability and rugged performance essential for missions operating in extreme conditions. Ideal for organizations wanting just one radio to manage all their migration needs, this flexible solution supports legacy L3Harris platforms, P25 EDACS®, ProVoice™ and OpenSky®.



The XG-75P features an enlarged speaker, dual microphone, active voice cancellation and AMBE+2™ vocoder to deliver crisp, clear audio despite noisy environments.

The portable supports wideband and narrowband channels and has a software-defined architecture, allowing field upgrades to operating modes, including P25 Phase 2 trunking.

Designed for ease of use, the XG-75P features a two-position A-B switch on the top of the radio for direct access to 32 talkgroups/channels. Knobs and buttons are ruggedized to protect from impact and are shaped for error-free, gloved-hand operation.

Secure communications through a choice of encryption methods, including standard single-key AES, single-key DES and Encryption Lite.



RUGGED, FLEXIBLE P25 MIGRATION SOLUTION

KEY BENEFITS

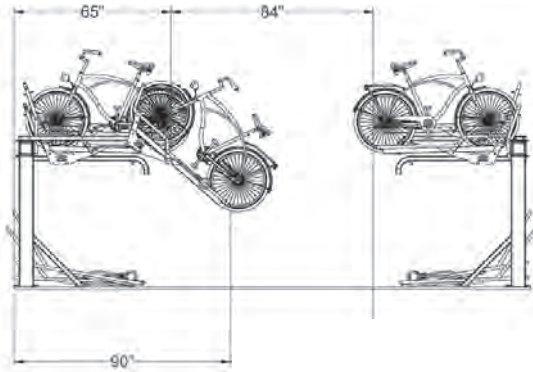
- > Multimode solution supporting legacy L3Harris platforms, P25 EDACS, ProVoice, and OpenSky
- > Software-defined architecture for in-field updates to new capabilities
- > Clear, distortion-free audio despite loud, harsh environments
- > Optional features include IP68 immersion and UL certification for C1D1 HAZLOC use

Appendix

Product Examples - Bicycle Storage Rack


Stack Rack

Recommended Spacing




Product Details

- Can be built as single sided or double sided unit
- Flexibility in bike spacing during planning or installation
- Few moving parts to minimize maintenance
- Security locking cable is 3/4" structural steel cable, sheathed in vinyl coating
- Requires 108" ceiling clearance (low ceiling height model can be provided if needed for ceiling height of 100")




Product Information

Saris Stack Rack is a commercial grade rack with few moving parts and customized bike spacing




of Bikes

16 bike maximum per section. Can be designed in sections of 4, 6, 8, 10, 12, 16 bikes




Materials

6" square upper frame
2" square steel lower frame




Finish

Hot dipped galvanized finish




Hardware

Flange Mount
Recommended Anchor #6260



Spacing

84" aisle way recommended to allow for loading and unloading



Lift Assist

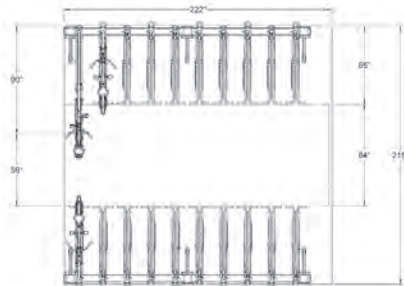
Lift assist mechanism is spring loaded top tray

Anchors must be purchased separately

Single-Sided Layout



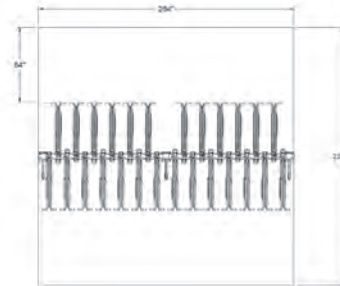
Parks 40 bikes in 18.5' x 18' area



Double-Sided Layout



Parks 52 bikes in 23 2/3' x 24' area



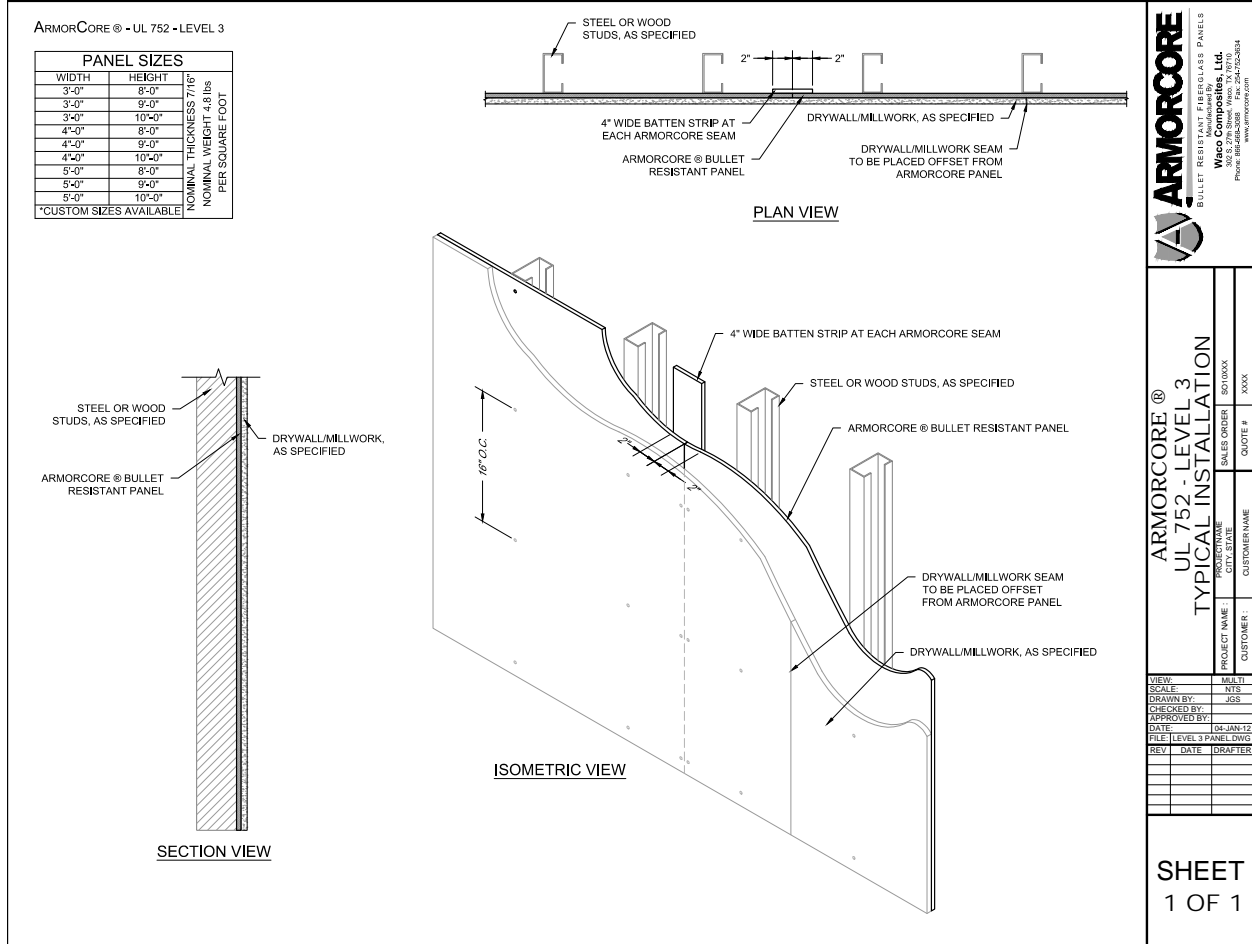
Downloadable product resources available online:



Saris Bicycle Parking & Storage Solutions 800.783.7257 www.sarisparking.com

Appendix

Product Examples - UL 752 Ballistic Protection Assembly



Design Team to discuss with CoSA and ITSD and its preference for metal panels in lieu of fiberglass.

Appendix

Product Examples - Interview Device Room Lighted Sign

Photography Computers Pro Video Lighting Pro Audio Mobile TVs & Entertainment Camcorders Surveillance Optics Audio-Visual Used Specials

Free Expedited Shipping* to San Antonio Details

Home / Pro Audio / General Accessories / Warning Lights / Sandies 340-REC-110

Sandies 340 RECORDING Light with LEDs (110 VAC to 12 VDC LED Driver)

B&H # SAMWL2 • MFR # 340-REC-110



In Stock

Order **now** to ship **tomorrow**

Free Expedited Shipping



PRODUCT HIGHLIGHTS

- LED Light Source
- 110 VAC to 12 VDC LED Driver
- Displays RECORDING Horizontally in Red
- Fully Blacked Out when Off

Show more

★★★★★ Reviews 3 | Q&A 6

Display: RECORDING

ON AIR ON AIR / 3 Sided **RECORDING**

RECORDING / 3 Sided

Power: 110VAC to 12VDC LED Driver

110VAC to 12VDC LED Driver 12VDC LED

24VDC LED

Design: Horizontal Design

Horizontal Design Vertical Design / Short

Vertical Design / Tall

\$0.00 Tax Collected Outside NY and NJ ⓘ

You Pay: **\$95.99**

Quantity Discount

1 QTY

Add to Cart

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Recommended Accessories [View All >](#)

OVERVIEW

SPECS

QUICK COMPARE

REVIEWS 3

Q&A 6

ACCESSORIES

Appendix

Product Examples - Body Camera

10/31/2017

Axon Body 2



AXON BODY 2

Single-unit, on-officer camera featuring unlimite

CONTACT SALES (#SALES)

Axon Body 2



EXHIBIT B
DESIGN-BUILDER'S FEE PROPOSAL

The information requested below shall be delivered by 10:00 AM, August 21, 2020 clearly labeled in the email subject line as **“Design Build Services for Police Station at St. Mary’s” to David Rios at david.rios@sanantonio.gov**

A. Proposed Fees for General Conditions/Overhead & Profit (20 points):

The estimated contract amount is \$10,550,000.00. Provide your team’s proposed fees for fulfilling General Conditions, to include overhead and profit, and your team’s Design Builder with a GMP fee:

Proposed Design Builder with a GMP Fee: 3.0 %

Proposed General Conditions Fee: 6.96 %

DESIGN-BUILD DESCRIPTION OF GENERAL CONDITIONS SUPPLEMENT

POLICE STATION AT ST. MARY'S	
APPROVED GENERAL CONDITIONS LINE ITEMS AND COST BREAKDOWN	
Project Management:	
Superintendent(s) Safety Manager	\$247,693
CPM Scheduler	--
Quality Assurance I Quality Control Project Manager(s)	\$5,000
Project Executive Field Office Engineer	\$215,062
Field Office Support Staff	\$64,071
Project Expeditor	\$13,935
Assistant Superintendent(s)	\$64,071
Project Management Subtotal	\$ 609,832 -
Site Conditions:	
Temporary Power Consumption (Offices)	\$2,100
Temporary Power Consumption (General Site Use)	\$29,200
Temporary Water and Sewer Consumption	\$2,100
Temporary Water Hookup, Distribution & Meters	\$400
Temporary Electrical Hookup, Distribution & Meters	\$10,000
Temporary Telephone & Network System Installation	\$4,200
Temporary Telephone & Internet Consumption Fees	\$4,200
Temporary Fire Protection	\$330
Temporary Heating & Cooling	--
Temporary Fencing	General Requirement
Temporary Covered Walkways	General Requirement
SWPPP Measures	General Requirement
Temporary Entries and Truck Washes	General Requirement
Street Cleaning (by G.C.)	General Requirement
Traffic Control Measures	General Requirement
Traffic Control Maintenance	General Requirement
Temporary Barricades & Signage	General Requirement
Temporary Roads & Walkways (install & maintenance)	General Requirement
Temporary Lighting	General Requirement
Temporary Partitions & Covered Floor Openings	General Requirement
Temporary Toilets/Sanitary Measures	General Requirement
Temporary Laydown (prep and restoration)	General Requirement
Security System/Watchman	General Requirement
Pre-construction Photo Documentation	--
Progress Photos	\$2,130
Temporary Protection (in-place work/adjacent structures)	General Requirement
Temporary Weather Protection/Enclosures	General Requirement
Trash Chutes	General Requirement
Dumpsters (site and field offices)	General Requirement
Site Conditions Subtotal	\$ 54,660 -

DESIGN-BUILD DESCRIPTION OF GENERAL CONDITIONS SUPPLEMENT

Field Offices & Construction Supplies:	
Field Offices & Furnishings	\$13,200
Job/Office Drayage	--
Field Office Maintenance and Cleaning	\$280
Storage Trailers	--
Small Tools & Consumables	\$4,000
Mobilization & Demobilization	\$1,500
Monthly Cell Phone Expenses	\$4,005
Job Site Communications (radios, chargers, etc.)	--
Final Clean (general site, windows/glass, etc.)	General Requirement
Job Office Supplies	\$3,600
Job Site Computers, Copiers, Fax, Servers, etc.	\$22,100
Postage & Shipping Expenses	--
Project Sign	General Requirement
Drinking Water & Supplies (site and offices)	\$2,100
Incidental Construction Equipment, Fuel & Drayage	--
Materials Handling	\$14,000
Document Imaging	--
Parking Logistics	--
Parking Permits	--
Printing Costs	--
Reproduction Costs	\$1,800
As-built & Record Document Preparation	\$1,200
Partnering Costs	--
Project Milestone Event Costs	--
Employee I.D./Badging/Background Checks	--
Safety Expenses	\$1,400
PPB for Staff & Visitors	--
First Aid	--
Fall Protection (staff)	--
Safety Program Administration & Training	--
Safety Incentives	--
Drug Testing	\$200
Safety Signage	\$200
Field Offices & Construction Supplies Subtotal	\$ 69,585 -
GENERAL CONDITIONS TOTAL:	\$ 734,077 -

General Requirements Information. The "**General Requirements**" section of the CSI MasterFormat is used as the clearinghouse for items that do not apply directly to project although, are a direct cost of construction "Work" of which cost are customarily spread out over the entire **project**. These costs are also referred to as "**Project Cost to Complete**".

DESIGN-BUILD DESCRIPTION OF GENERAL CONDITIONS SUPPLEMENT FOR POLICE STATION AT ST. MARY'S

A. GENERAL CONDITIONS COSTS

In connection with the Construction Work, the Design-Builder (hereafter referred to as "D-B") is responsible for the General Conditions Costs and associated scope of services, including all costs and services identified in this Exhibit.

The D-B's total compensation for the Project's General Conditions Costs is limited to the amount negotiated by the parties.

General Conditions costs shall be included in the Guaranteed Maximum Price (hereafter referred to as "GMP") and paid on a monthly basis, upon receipt and acceptance by the City of the GMP.

For any Agreed Fixed Price Proposal (hereafter referred to as "AFFP") issued before the GMP is accepted, the General Conditions costs specific to the Work Package, if any, will be included in the AFFP and will be paid with the schedule established for the Work Package.

General Conditions Costs shall include costs for the following items incurred during the Construction Period, as defined in the General Conditions:

(1) D-B office expenses

- If required, as defined under Section 10.8.3 of City's General Conditions, the D-B shall maintain a suitable office at the Project Site (hereafter referred to as DB's Field Office) during the performance of construction, which shall be the headquarters of the D-B's Representative authorized to receive drawings, instructions or other communication or articles. Any communication given to the D-B Representative or delivered to the D-B's Field Office in the D-B Representative's absence shall be deemed to have been delivered to the D-B.
- D-B Field Office mobilization and demobilization, furniture and furnishings (as required by Contract)
- Field Office janitorial, to include removal of Field Office waste
- Reproduction services (off-site or custom)
- D-B's Field Office copy machines, fax machines, printers, scanners, paper shredders, etc., necessary to effectively execute the Construction Work.
- D-B's Field Office computers and their associated software, networking/infrastructure and maintenance.
- D-B's Field Office telephones and telephone service (as required by Contract)
- Jobsite radios/cellular phones (limited to D-B's Project staff only)
- Field Office related postage, courier and expressage
- Scheduling expenses
- Job travel, lodging and meal expenses for non-local staff
- Job meeting expenses

- Temporary parking and laydown areas
- Storage facilities, as required
- Office supplies for D-B's Field Office
- Labor and travel associated with Partnering Sessions
- Construction redline drawings
- Project specific signage

(2) Temporary amenities for D-B site activities:

- Temporary toilets
- Temporary fire protection
- Fencing and protected walkways
- Temporary water distribution and meters
- Temporary electrical distribution and meters
- Site erosion control
- Temporary field offices
- Drinking water and accessories
- Cleanup and dumpsters
- Temporary heat and ventilation

(3) Site cleanliness and housekeeping

- Daily site clean up
 - o The D-B shall maintain a neat and orderly Project Site, to the satisfaction of Owner, and it shall be free from debris, litter and clutter at all times. The D-B also shall keep the roadways and Project parking lots, on and around the Project Site, clean, free from construction debris, suitable for their designed use and D-B shall provide washing of trucks and related equipment, as required.
- Building cleanup
 - o The D-B shall ensure that the Project Site is maintained at a level of cleanliness deemed acceptable by Owner at all times, from the inception of construction through Project Acceptance.
- Final facilities cleaning
 - o The D-B shall provide the final interior and exterior cleanings of the building and parking facilities to the satisfaction of Owner. The D-B shall restore all areas to a condition equal to or better than that existing upon the D-B's mobilization to the Project Site.

(4) Construction trade training program

(5) Health and safety program

- (6) Security program
- (7) Project information and documentation
- (8) Construction management labor. Salaries of D-B's employees at or below the level of Project Director, when engaged on the Construction Work and stationed at the Field Office, including, but not limited to:
 - D-B administration and management
 - Surveying, including Registered Professional Land Surveyor and layout crew
 - Quality assurance/quality control
 - Safety Officer
 - Outreach & Diversity Coordinator
- (9) Tools and equipment related to those D-B employees listed in (8) above, as well as insurance related to those D-B employees listed in (8) above, unless insurance is covered under an Owner Controlled Insurance Program or an Owner-approved Contractor Controlled Insurance Program (hereafter referred to as "CCIP").
- (10) Work Requirements
 - Surveying equipment and tools
 - Miscellaneous support labor and coordination, including any traffic control and temporary street closure requirements around the Project Site.
 - Surveying and layouts, including establishing and maintaining horizontal and vertical control at all times during the Construction Period.
 - Installation, periodic inspection and the removal of temporary Project Site lighting, including specific task lighting.
 - Installation, periodic inspection and the removal of emergency lighting.
 - Installation, daily inspection and the removal of miscellaneous temporary barricades, fencing, partitions and other means of temporary separation/isolation on the Project Site during the Construction Period, including any temporary covered wooden walkways for sidewalks.

B. EXCLUSIONS

D-B's General Conditions Costs shall not include any of the following items, which may be included as part of the allowable construction costs, as and to the extent provided in the D-B Agreement:

- (1) Construction equipment and tools
 - Layout/Batterboards
 - Site surveys and soils report
- (2) Permanent construction

- Trade contract cost
 - Self-perform labor and materials
 - Materials incorporated in the Construction Work
- (3) Testing and inspection
- (4) Construction work requirements
- Winterization/weathereffects mitigation of all equipment, supplies, materials and facilities.
 - Winterization and other related undertakings, as required, to mitigate any adverse impacts to the schedule from the effects of weather.
 - Noise abatement, barriers, etc.
 - Miscellaneous de-watering requirements.
- (5) Owner-Required Taxes/Insurance/Fees

Each of the following shall be paid by Owner through the D-B at actual cost, without D-B markup or D-B fees applied, upon submittal with monthly pay requests by the D-B with necessary and/or City-requested backup/receipts

- Building permits
 - Project required special permits, licenses and fees
 - Utility connection permits and/or fees for permanent Project assets
 - Operational permits
 - Worker's Compensation Insurance for D-B's personnel not specifically identified in subsection A(8) of this Appendix
 - Owner-approved CCIP Insurance
 - Sales, use and gross receipts taxes (Owner is a tax-exempt entity)
 - Performance and Payment Bonds
 - Easements
 - Impact Fees
 - Builder's Risk Insurance
- (6) Cost incurred during the Design Phase.

EXHIBIT C

**GENERAL CONDITIONS FOR CITY OF SAN ANTONIO DESIGN/BUILD
CONTRACTS**

Design-Build General Conditions for City of San Antonio



**CITY OF SAN ANTONIO
PUBLIC WORKS DEPARTMENT**

CITY OF SAN ANTONIO

DESIGN-BUILD GENERAL CONDITIONS

for

POLICE STATION AT ST. MARY'S

23-01735

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ARTICLE 1 CONTRACT DEFINITIONS

Wherever used in the Contract Documents and printed with initial capital letters, the terms listed below will have the meanings indicated, which are applicable to both the singular and plural thereof.

1.1. Act of God.

Any accident or event not influenced by man. They are accidents caused by nature. By way of example and not limitation, hurricanes, floods, hail, tsunamis, wildfires, earthquakes and tornados are all considered acts of God.

1.2. Alternate.

Variation in the Work in which City requires a price separate from the Base Bid. If an Alternate is accepted by City, the variation will become a part of the Contract through award of the Contract and the Base Bid will be adjusted to include the amount quoted as stated in the Notice of Award to Design-Builder. If an Alternate is accepted by CITY, and later deleted, City will be entitled to a credit in the full value of the Alternate as priced in Design-Builder's Bid Proposal, as long as a Notice of Proceed has not been issued and no work has been initiated.

1.3. Amendment.

Written modification of the Contract prepared by City and signed by City and Design-Builder, (and approved by the San Antonio City Council, if required) which authorizes an addition, deletion or revision in the Work (specifically the services) or an adjustment in the Contract Sum or the Contract Times and is issued on or after the Effective Date of the Agreement.

1.4. Application for Payment.

Electronic requests for payment submitted by Design-Builder to City electronically, at a minimum of every thirty (30) days throughout the duration of the Project to include all data substantiating Design-Builder's right to payment and reflecting a deduction for Liquidated Damages, if applicable.

1.5. Base Bid.

Price quoted for the Work before Alternates are considered.

1.6. Change Order.

Written modification of the Contract signed by both City and Design-Builder (and approved by the City Council, if required) that authorizes an addition, deletion or revision in the Work or an adjustment in the Contract Sum or the Contract Times and is issued on or after the Effective Date of the Contract.

1.7. City.

Defined as The City of San Antonio, Texas, a home-rule, Texas Municipal Corporation located in Bexar County and identified as “CITY” in the Contract and these General Conditions, is referred to throughout the Contract Documents as if singular in number.

1.8. City Council.

Means the duly elected members of the City Council of the City of San Antonio, Texas.

1.9. City Designated Representative (CDR).

Person(s) designated by City to act for City.

1.10. City Holiday.

An observed holiday by the City of San Antonio that is counted as a Day for contract time purposes but wherein work is not permissible unless approved at least 48 hours in advance by the City. City Holidays shall be accounted for in Design-Builder Schedules.

1.11. Claim.

Demand or assertion by one of the Parties seeking, as a matter of right, an adjustment or interpretation of Contract terms, payment of money, extension of time or other relief, with respect to the terms of the Contract. The term “Claim” also includes other disputes and matters in question between City and Design-Builder arising out of or relating to the Contract. Claims must be initiated by written notice.

1.12. Construction Observer/Inspector (COI).

Authorized representative of the Director of the Public Works Department, or its designee department, assigned by City to observe and inspect any or all parts of the Project and the materials to be used therein.

1.13. Contract.

Contract Documents which represent the entire and integrated agreement between City and Design-Builder and supersede all prior negotiations, representations or agreements, either written or oral. Contract Documents.

1.14. Contract Documents

Construction Contract between City and Design-Builder, which consists of, but is not limited to, the solicitation documents, the Notice of Award, an enabling City of San Antonio Ordinance, and all other contract-related documents, which include:

1.14.1. General Conditions;

- 1.14.2. Vertical and/or Horizontal specific General Conditions and Special Conditions included by Special Provisions or addenda;
- 1.14.3. Drawings;
- 1.14.4. Specifications;
- 1.14.5. Addenda issued prior to the close of the solicitation period;
- 1.14.6. Other documents listed in the Contract, including Field Work Directives, Change Orders and/or Amendments;
- 1.14.7. A written order for a minor change in the Work issued by and/or City, as described in **ARTICLE 9 9** herein.
- 1.14.8. The geotechnical and subsurface reports, which City may have provided to Design-Builder, specifically are excluded from the Contract Documents.

1.15. Contract Sum.

The total maximum not-to-exceed amount payable by City to Design-Builder for performance of the Work under the Contract Documents.

1.16. Contract Time.

Period of time, unless otherwise provided, including any authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work.

The plural (CONTRACT TIMES) refers to milestones designated in the schedule.

1.17. Contract Times.

Milestones designated in the schedule.

The singular (CONTRACT TIME) refers to the time allotted for Substantial Completion of Work.

1.18. Contractor.

Entity entering into a Contract with City to complete the Work.

1.19. Day.

Calendar Day, unless otherwise specifically defined.

A Calendar Day is a day of 24 hours, measured from midnight to the next midnight, unless otherwise specifically stipulated.

1.20. Department.

Public Works Department, City of San Antonio, Texas or Director of the Public Works Department.

1.21. Design-Builder.

Design-Builder is the entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The term “Design-Builder” means the Design-Builder or the Design-Builder’s authorized representative(s).

Design-Builder includes a person registered and licensed as an Architect as defined pursuant to Texas Occupations Code Ann., Chapter 1051, a person registered and licensed as a Landscape Architect as defined pursuant to Texas Occupations Code, Chapter 1052, a person registered and licensed as a professional Engineer pursuant to Texas Occupations Code, Chapter 1001, and/or a firm employed by City to provide professional Architectural or Engineering services, exercising overall responsibility for the design of a Project or a significant portion thereof, performing certain contract administration responsibilities as set forth in the Contract and responsible for the construction of the Project pursuant to City’s acceptance of the design. If the employment of Design-Builder is terminated, City may employ a new Design-Builder whose status under the Contract Documents shall be that of the former Design-Builder.

1.22. Design consultant.

Person or firm registered as an Architect pursuant to Tex. Occupations Code Ann., Chapter 1051, a Landscape Architect pursuant to Texas Occupations Code, Chapter 1052, and/or a person licensed as a professional Engineer pursuant to Texas Occupations Code, Chapter 1001, or a firm employed by City to provide professional architectural or engineering services and exercising overall responsibility for the design of a Project or a significant portion thereof, and performing certain contract administration responsibilities as set forth in its Contract and these General Conditions.

1.23. Drawings.

Also known as **PLANS**.

Graphic and pictorial portions of the Contract Documents, wherever located and whenever issued, showing the design, location and dimensions of Work, generally including elevations, sections, details, schedules and diagrams.

1.24. Federally Assisted Contract.

Any contract financed in whole or in part with federal funds.

1.25. Field Work Directives.

Also known as **FORCE ACCOUNT**.

Written order signed by City directing a change in the Work prior to agreement or an adjustment, if any, in the Contract Sum and/or Contract, as further defined in **Article 9.3** herein.

1.26. Flood.

Overflowing of a large amount of water beyond its normal confines, especially over what is normally dry land.

1.27. Hazardous Substance.

Defined to include the following:

- 1.27.1.** any asbestos or any material which contains any hydrated mineral silicate, including chrysolite, amosite, crocidolite, tremolite, anthophyllite or actinolite, whether friable or non-friable;
- 1.27.2.** any polychlorinated biphenyls (PCBs), or PCB-containing materials, or fluids;
- 1.27.3.** radon;
- 1.27.4.** any other hazardous, radioactive, toxic or noxious substance, material, pollutant, or solid, liquid or gaseous waste; any pollutant or contaminant (including but not limited to petroleum, petroleum hydrocarbons, petroleum products, crude oil or any fractions thereof, any oil or gas exploration or production waste, any natural gas, synthetic gas or any mixture thereof, lead, or other toxic metals) which in its condition, concentration or area of release could have a significant effect on human health, the environment, or natural resources;
- 1.27.5.** any substance that, whether by its nature or its use, is subject to regulation or requires environmental investigation, monitoring, or remediation under any federal, state, or local environmental laws, rules, or regulations;
- 1.27.6.** any underground storage tanks, as defined in 42 U.S.C. Section 6991 (1)(A)(I) (including those defined by Section 9001(1) of the 1984 Hazardous and Solid Waste Amendments to the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901 et seq.;
- 1.27.7.** the Texas Water Code Annotated Section 26.344; and Title 30 of the Texas Administrative Code Sections 334.3 and 334.4), whether empty, filled or partially filled with any substance; and

- 1.27.8.** any other hazardous material, hazardous waste, hazardous substance, solid waste, and toxic substance as those or similar terms are defined under any federal, state, or local environmental laws, rules, or regulations.

1.28. Liquidated Damages.

The reasonable stipulated amount agreed to by the parties, to be paid to City by Design-Builder in case of Design-Builder's breach because actual damages for breach are uncertain and difficult to ascertain.

1.29. Notice to Proceed (NTP).

Written notice given by City to Design-Builder establishing the date on which the Contract Time shall commence to run and the date on which Design-Builder may begin performance of its contractual obligations.

1.30. Parties.

City and Design-Builder collectively herein.

1.31. Party.

City or Design-Builder individually herein.

1.32. Plans.

See Drawings.

1.33. Product Data.

Illustrations, standard schedules, performance charts, instructions, brochures, diagrams and other information furnished by Design-Builder to illustrate materials or equipment for some portion of the Work.

1.34. Project.

All design services and construction Work performed by Design-Builder pursuant to the Contract Documents and any related construction by City which may be performed by a separate contractor or another Design-Builder. All references in these General Conditions to or concerning the Work or the Site of the Work will use the term "Project," notwithstanding that the Work Design-Builder is performing may only be a part of the Project.

1.35. Project Site

All areas, land and facilities turned over to the Design Builder for their use. The Project Site is to be included under all applicable insurance policies as described in the General Conditions.

1.36. Project Management Team.

Comprised of City's program manager and project manager and its representatives.

1.37. Public Works Department.

City department which has been authorized by the City to manage the Project.

1.38. Request for Information

Formal notification from Contractor, after Contract has been awarded, utilizing City's web-based project management system, that there is a question on the project that needs to be addressed.

1.39. Quality Assurance.

Those actions taken by the City to determine the requirements of the contract have been met to include inspection, sampling, texting, and other activities.

1.40. Quality Control.

Sampling, testing, and other process control activities conducted by Design-Builder to ensure that the services are performed according to the terms and conditions of the contract.

1.41. Samples.

Physical samples of materials, equipment or workmanship representative of some portion of the Work, furnished by the Design-Builder to City, to assist City and Design-Builder in the establishment of workmanship and quality standards by which the Work shall be judged.

1.42. Shop Drawings.

Drawings, diagrams, illustrations, schedules, performance charts, brochures and other data prepared and furnished by Design-Builder or its agents, manufacturers, suppliers or distributors and which illustrate and detail some portion of the Work.

1.43. Site.

Land(s) or area(s) (as indicated in the Contract Documents) furnished by City, upon which the Work is to be performed, including rights-of-way and easements for access thereto, and such other lands furnished by City which are designated for the use of Design-Builder.

1.44. Special Conditions.

Terms and conditions to a contractual agreement that supplement and are superior to General Conditions which grant greater authority or impose greater restrictions upon Design-Builder, beyond those granted or imposed in these General Conditions. If applicable, City's Horizontal Special Conditions shall be attached hereto, and made a part of these General Conditions.

1.45. Specifications.

Portion of the Contract Documents consisting of the written requirements for materials, equipment, construction systems, standards, workmanship for the Work, performance of related services and other technical requirements.

1.46. Subcontractor.

Person or entity that has a direct contract with the Design-Builder, or such lower tiered person or entity that has a subcontract, to perform a portion of the Work at the site. The term "Subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Subcontractor, Sub-Consultant or an authorized representative of Subcontractor or Sub-Consultant.

1.47. Substantial Completion.

Stage in the progress of the Work when the Work – or a designated portion thereof, which City agrees to accept separately – sufficiently is complete, in accordance with the Contract Documents, so City may occupy or utilize the Work or a designated portion thereof for its intended use with no inconvenience to City.

1.48. Substitution.

A change proposed by the Contractor to products, materials, equipment, methods of construction or point of origin that differ from those required by the Contract Documents.

1.49. Temporary Benchmarks (TBM).

Temporary affixed marks which establish the exact elevation of a place; TBMs are used by surveyors in measuring site elevations or as a starting point for surveys.

1.50. The Building Information Model.

Building Information Model is prepared by Design-Builder in the format designated, approved and acceptable to City with databases of materials, products and systems that can be used by Design-Builder to prepare schedules for cost estimating, product and materials placement schedules and evaluations of clash incidences. A 3D Model, may be used as a tool, however all information taken from the 3D Model is the responsibility of Design-Builder and not City.

1.51. Time Impact Analysis (TIA).

Evaluation of the effects of changes in the construction sequence, contract, Plans or site conditions on Design-Builder's plan for constructing the Project, as represented by the schedule. The purpose of the Time Impact Analysis is to determine if the overall Project has been delayed and, if necessary, to provide Design-Builder and City a basis for making adjustments to the Contract.

1.52. Weather.

Adverse or destructive atmospheric conditions, such as heavy rain, rising water, wind-driven water, ice, hail, snow, drought, lightning, or high winds.

1.53. Work.

Design and construction services required by the Contract Documents, whether completed or partially completed, and includes all labor, materials, equipment and services provided or to be provided by Design-Builder, or any other entities Design-Builder utilizes or contracts with to fulfill Design-Builder's obligations under this Contract.

1.54. Written Notice.

Any notice, payment, statement or demand required or permitted to be given under this Contract by either Party to the other shall be in writing to an officer, management level employee or other designated representative of the other Party at such address, telephone number or electronic mail address as such party shall have specified most recently by written notice. Such notice, payment, statement or demand may be affected by i) personal delivery, ii) registered or certified mail, return receipt requested, postage prepaid, iii) delivery by reputable air courier service with charges prepaid, or iv) electronic mail. A notice given under this Contract will be effective (i) upon hand delivery, (ii) on the second business day following the date of mailing by express courier service, fully prepaid, addressed to such address, or upon actual receipt of such mailing, whichever shall first occur, or (iv) upon confirmation of receipt of email by sender.

1.55. Other Definitions.

As used in the Contract Documents, the following additional terms have the following meanings:

1.55.1. Provide.

To furnish, install, fabricate, deliver and erect, including all services, materials, appurtenances and all other expenses necessary to complete in place and ready for operation or use;

1.55.2. Shall.

Mandatory action of the party of which reference is being made;

1.55.3. As required.

As prescribed in the Contract Documents; and

1.55.4. As necessary.

All action essential or needed to complete the work in accordance with the Contract Documents and applicable laws, ordinances, construction codes and regulations.

END OF ARTICLE 1

ARTICLE 2 PRELIMINARY MATTERS.

2.1. Ordinance and Issuance

Upon the San Antonio City Council's passing of an Ordinance authorizing the issuance of a contract, a notice of award letter shall be sent to Design-Builder by Contract Services, notifying Design-Builder of the award of a contract. In its notice of award letter, Design-Builder shall be informed of a date certain by which Design-Builder's bond(s) and evidence of insurance shall be delivered to Contract Services.

2.2. Delivery of Contract and Bonds.

Not later than the pre-construction meeting and prior to the commencement of any Work on the Project, Design-Builder shall deliver a fully executed Contract to City, along with such bonds as Design-Builder may be required to furnish, including, but not limited to, a required payment bond in the form and amount specified in the Contract Documents and these General Conditions and a required performance bond in the form and amount specified in the Contract Documents and these General Conditions.

2.3. Delivery of Evidence of Insurance.

Not later than the pre-construction meeting, and prior to the commencement of any Work under this Contract, Design-Builder shall deliver evidence of insurance to City. Design-Builder shall furnish an original completed certificate of insurance, together with all required endorsements thereto, required by the Contract Documents to the Public Works Department, Contract Services Division, or its delegated department, clearly labeled with the name of the Project and which shall contain all information required by the Contract Documents. Design-Builder shall be prohibited from commencing the Work and City shall have no duty to pay or perform under this Contract until such evidence of insurance is

delivered to City. No officer or employee, other than City's Risk Manager, shall have authority to waive this requirement.

2.4. Notice to Proceed and Commencement of Contract Times.

Unless otherwise stated on the Notice to Proceed, the Contract Time will commence to run on the date stated on the Notice to Proceed. No Work shall commence any earlier than the date stated on Notice to Proceed and no Work shall be performed by Design-Builder or any subcontractor prior to issuance of the Notice to Proceed. Any work commenced prior to Design-Builder receiving a Notice to Proceed is performed at Design-Builder's risk.

2.5. Submission of Project Schedule(s).

Prior to comment of Work (unless otherwise specified elsewhere in the Contract Documents), Design-Builder shall submit to the Director of the Public Works Department or his/her designee the Baseline Construction Schedule, as described in **Article 5.11** herein, a minimum of ten (10) calendar days prior to City's issuance of the initial Notice to Proceed for construction.

2.6. Preconstruction Meeting.

Before Design-Builder commences any Construction Work on the Project, a preconstruction meeting attended by City, Design-Builder, City's Designated Representative and others, as appropriate, will be held to establish a working understanding among the parties as to the Work and discuss, at a minimum: the Project Schedule(s) referenced in this **Article 2.5**; the procedures for handling Shop Drawings and other submittals; the processing of Applications for Payment; and Design-Builder maintaining required records. The Notice to Proceed may be issued at the preconstruction meeting or issued by City at any time at City's discretion. The issuance of the Notice to Proceed will not unreasonably be withheld by City.

2.7. Payments

Payments for services, work, equipment and materials are contingent upon and subject to the availability and appropriation of funds and the sale of future City of San Antonio Certificates of Obligation and/or General Obligation Bonds in accordance with adopted budgets. In the event funds are not available, appropriated or encumbered to fund a Project, then, at City's discretion, this Agreement may be terminated immediately with no additional liability to City.

END OF ARTICLE 2

ARTICLE 3 CONTRACT DOCUMENTS.

3.1. Execution of Contract Documents.

Execution of the Contract by Design-Builder is a representation Design-Builder has been provided unrestricted access to the existing improvements and conditions on the Project Site and it has visually investigated those conditions, to the extent reasonably possible. Design-Builder confirms its investigation of the Project Site was instrumental in preparing for Execution of the Contract Documents. Design-Builder may be entitled to additional compensation and time for unforeseen conditions that were not reasonably apparent, clearly visible, and/or not shown on As-Builts, and could not be discerned by commercially reasonable visual, surface inspection. Design-Builder understands that no time or additional compensation will be awarded without City's approval, and Design-Builder will not make or be entitled to any claim for any adjustments to the Contract Time and Cost arising from Project Conditions Design-Builder discovered or in the exercise of reasonable care, should have discovered in the Design-Builder's investigation.

3.2. Ownership and Use of Drawings, Specifications and Other Instruments of Service.

The Drawings, Specifications and other documents, including those in electronic form prepared by Design-Builder, City or City's consultants retained for the Project, which describe the Work to be executed by Design-Builder (collectively referred to as the "Construction Documents") are and will remain the property of City, whether the Project for which they are made is executed or not. Design-Builder shall be permitted to retain one record set. Neither Design-Builder nor any sub-consultant, Subcontractor, or material or equipment supplier shall own or claim a copyright in the Drawings, Specifications and other documents prepared by Design-Builder, City or City's consultants. All copies of Construction Documents, except Design-Builder's record set, shall be returned or suitably accounted for to City, on request, upon completion of the Work or earlier termination of the Contract. The Drawings, Specifications and other documents prepared by Design-Builder, City or City's consultants, and any copies thereof furnished to Design-Builder, are for use solely with respect to this Project. The drawings, specifications or other documents are not to be used by Design-Builder or any sub-consultant, Subcontractor or material or equipment supplier on other projects or for additions to this Project outside the scope of the Work without the specific written consent of the City. Design-Builder, sub-consultants, Subcontractors and material or equipment suppliers are authorized to use and reproduce applicable portions of the Drawings, Specifications and other documents prepared by Design-Builder, City or City's consultants appropriate to and for use in the execution of Design-Builder's Work under the Contract Documents. All copies made under this authorization shall bear the statutory copyright notice, if any, shown on the Drawings, Specifications and other documents prepared by Design-Builder, City or City's consultants. Submittal or distribution to meet official regulatory requirements, or for other purposes in connection with this Project, is not to be construed as publication.

- 3.2.1.** All of Design-Builder's non-proprietary, documentary Work product, including reports and correspondence to City, prepared pursuant to this Contract shall be the property of City and, upon completion of this Contract, or earlier termination, and upon written request by City, promptly shall be delivered to City in a reasonably organized form, without restriction on its future use by City. For the avoidance of doubt, documentary Work product does not include privileged communications, proprietary information and documents used to prepare Design-Builder's Bid Proposal.
- 3.2.2.** Design-Builder may retain for its files any copies of documents it chooses to retain and may use its Work product as it deems fit. Any materially significant Work product lost or destroyed by Design-Builder shall be replaced or reproduced at Design-Builder's non-reimbursable, sole cost. In addition, City shall have access during normal business hours, to all Design-Builder's records and documents covering reimbursable expenses, actual base hourly rates, time cards and annual salary escalation records maintained in connection with this Contract for purposes of auditing same at the sole cost of City. The purpose of any such audit shall be for the verification of such costs. Design-Builder shall not be required to keep records of, or provide access to, the makeup of any negotiated and agreed-to lump sums, unit prices or fixed overhead and profit multipliers with the exception of records required to verify Design-Builder is paying its employees in accordance with the Prevailing Wage Rates as required by this Contract. Nothing herein shall deny Design-Builder the right to retain duplicates. If, during the duration of this Contract or during the ten (10) years after the final completion of the Work, a dispute between any parties to this Project exists, Design-Builder shall retain all its records for ten (10) years after final resolution of all disputes related to this Project. Refusal by Design-Builder to comply with the provisions hereof shall entitle City to withhold any payment(s) to Design-Builder until compliance is obtained.
- 3.2.3.** All Design-Builder's documentary Work product shall be maintained within Design-Builder's San Antonio offices, unless otherwise authorized by City. After expiration of this Contract, Design-Builder's documents may be archived in the Design-Builder's central record storage facility but shall remain accessible to City for the ten (10) year period cited in **Article 3.2** herein.

3.3. Correlation and Intent.

The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by Design-Builder. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all. Performance by Design-Builder shall be required only to the extent consistent with the Contract Documents and which reasonably is inferable from the Contract Documents as deemed necessary to produce the indicated results.

- 3.3.1.** In cases of discrepancy between any drawing and the dimension figures written thereon:

- 3.3.2.** the dimension figures shall govern over scaled dimensions;
- 3.3.2.1.** Detailed Drawings and accompanying notations shall govern over general Drawings;
- 3.3.2.2.** Specifications shall govern over Drawings, subject to **Article 3.3.6** herein;
- 3.3.2.3.** General Conditions and Supplemental Conditions
- 3.3.2.4.** Special Conditions shall govern over Specifications, Drawings and General/Supplemental Conditions; and
- 3.3.2.5.** Negotiated Special Conditions shall govern over Special Conditions.
- 3.3.2.6.** The most recent revision of Plans shall control over older revisions.
- 3.3.3.** Organization of the Specifications into divisions, sections, articles, and the arrangement of Drawings shall not control Design-Builder in dividing the Work among subcontractors or establishing the extent of Work to be performed by any trade.
- 3.3.4.** Unless otherwise stated in the Contract Documents, words that have well-known technical or construction industry meanings are used in the Contract Documents in accordance with such recognized meanings. Where the phrases "directed by," "ordered by" or "to the satisfaction of" City or City's COI or other specific designation occur, it is to be understood that the directions, orders or instructions to which they relate are those within the scope of and authorized by the Contract Documents.
- 3.3.5.** Reference to manufacturer's instructions, standard specifications, manuals or codes of any technical society, organization or association, laws or regulations of any governmental authority, or to any other documents, whether such reference be specific or by implication, shall mean the latest standard specification, manual, code or laws or regulations in effect at the time of opening of Design-Builder's Bid Proposal, except as otherwise may be specifically stated or where a particular issue is indicated. Municipal and utility standards shall govern, except in case of conflict with the Specifications. In case of a conflict between the Specifications and the referenced standard, the more stringent shall govern.
- 3.3.6.** The most recently issued Document takes precedence over previous issues of the same Document. The order of precedence is as follows, with the highest authority listed as "" and in descending order:
- 3.3.6.1.** Modifications to the Project Contract signed by Design-Builder and City;
- 3.3.6.2.** Addenda, with those of later date(s) having precedence over those with earlier date(s);
- 3.3.6.3.** Special Conditions;

3.3.6.4. Specifications;

3.3.6.5. Detailed Drawings;

3.3.6.6. Drawings

3.3.7. Should the Drawings and Specifications be inconsistent, contract pricing shall be based on the better quality and greater quantity of work indicated. In the event of the above-mentioned inconsistency, City shall determine the resolution of the inconsistency.

3.3.8. In the Drawings and Specifications, where certain products, manufacturer's trade names or catalog numbers are given, such information is given for the sole and express purpose of establishing a standard of function, dimension, appearance and quality of design in harmony with the Work and is not intended for the purpose of limiting competition. Materials or equipment shall not be substituted unless such a substitution has been specifically accepted for use on this Project by City.

3.3.9. When the work is governed by reference to standards, building codes, manufacturer's instructions or other documents, unless otherwise specified, the edition currently in place as of the date of the submission of the bid shall apply.

3.3.10. Requirements of public authorities apply as minimum requirements only and do not supersede more stringent specified requirements.

3.4. Interpretation.

In the interest of brevity, the Contract Documents frequently omit modifying words such as “all” and “any” and articles such as “the” and “an”, but the fact that a modifier or an article is absent from one statement and appears in another is not intended to affect the interpretation of either statement.

END OF ARTICLE 3

ARTICLE 4 CITY

4.1. General.

4.1.1. City shall designate in writing to Design-Builder a representative (CDR) who shall have express authority to bind City with respect to all matters concerning this Contract requiring City’s approval or authorization. Whenever the term “City” or “City” is found in this Contract or the Contract Documents, such term shall include the City’s agents, elected officials, employees, officers, directors, volunteers, representatives, successors and assigns.

4.1.2. Design-Builder acknowledges that no lien rights exist with respect to public property.

4.2. Information and Services to be Provided by City.

- 4.2.1.** City shall provide and maintain the preliminary budget and general schedule, if any for the Project. The preliminary budget shall include the anticipated design cost, construction cost, and contingencies for changes in the Work during construction and other costs that are the responsibility of City. The general schedule will set forth City's plan for milestone dates and Substantial Completion and Final Completion of the Project.
- 4.2.2.** If in existence and if in City's possession, City shall furnish surveys describing physical characteristics, legal limitations and utility locations. The furnishing of these surveys and reports shall not relieve Design-Builder of any of its duties under the Contract Documents to include these General Conditions. Information or services required of City by the Contract Documents shall be furnished by City with reasonable promptness following actual receipt of a written request from Design-Builder. It is incumbent upon Design-Builder to identify, establish and maintain a current schedule of latest dates for submittal and approval by City, as required in **Article 5.11**, including when such information or services must be delivered. If City delivers the information or services to Design-Builder as scheduled and Design-Builder is not prepared to accept or act on such information or services, then Design-Builder shall reimburse City for all extra costs incurred by holding, storage, retention or performance, including redeliveries by City to comply with the current schedule.
- 4.2.3.** Unless otherwise provided in the Contract Documents, Design-Builder shall furnish, free of charge, up to three (3) complete sets of the Plans and Specifications to City and one (1) USB Drive. Additional complete sets of Plans and Specifications, if requested by City, shall be furnished to City at Design-Builder's reproduction cost without markup.
- 4.2.4.** City's personnel may, but are not required to, be present at the construction site during progress of the Work to verify Design-Builder's record of the number of workers employed on the Work site, the workers' occupational classification, the time each worker is engaged in the Work and the equipment used by the workers in the performance of the Work, for purpose of verification of Design-Builder's Applications for Payment and payroll records.
- 4.2.5.** City shall reimburse Design-Builder for the necessary project-related approvals, fees and required permits with no markup paid to Design-Builder for these necessary Project-related approvals, fees and required permit costs, unless said costs are stipulated in the Contract Documents as part of Design-Builder's cost of Work.

4.3. City's Right To Stop The Work.

If Design-Builder fails to correct Work deemed by City not in accordance with the requirements of the Contract Documents, as required by ARTICLE 14.3 herein, fails to carry out Work in accordance with the Contract Documents, or fails to submit its preliminary schedule(s), or other required submittals, within ten (10) days of receiving a written order to Design-Builder to stop the Work, or any portion thereof, until the cause

for such order has been eliminated. If Design-Builder fails to submit bond(s) or insurance certificate(s) or if the failure to correct Work as required by ARTICLE 14.3 creates a situation which could endanger the life and/or health and safety of any persons or result in imminent damage to property, City may issue a written notice to Design-Builder to stop Work immediately.

4.4. City's Right To Carry Out The Work.

If Design-Builder defaults, neglects or fails to carry out the Work in accordance with the Contract Documents and fails, within a three (3) work-day period after receipt of written notice from City, to commence and continue correction of such default, neglect or failure with diligence and promptness, City may, without prejudice to other remedies City may have, correct such deficiencies, neglect or failure. In such case, an appropriate Change Order may be issued deducting from payments then or thereafter due Design-Builder the reasonable cost of correcting such deficiencies, neglect or failure, including all of City's incurred expenses and compensation for City's additional services made necessary by such default, neglect or failure. If payments then or thereafter due Design-Builder are not sufficient to cover such amounts for the Work performed, Design-Builder shall pay the difference to City.

END OF ARTICLE 4

ARTICLE 5 DESIGN-BUILDER

5.1. General.

- 5.1.1.1.** Design-Builder represents that it is thoroughly familiar with and understands the requirements of the Work and is experienced in the design, administration and construction of building projects of the type and scope of Work contemplated by and for the Project. Design-Builder further represents to Owner that Design-Builder and its sub-consultants and Subcontractors have all architectural, engineering and construction education, skill, knowledge and experience required for the Project and will maintain such personnel on its staff to provide the Work As Necessary within the time periods required by the Contract Documents.
- 5.1.1.2.** Design-Builder shall perform the Work in a good and workmanlike manner, except to the extent the Contract Documents expressly specify a higher degree of finish or workmanship.
- 5.1.1.3.** Design-Builder shall not be relieved of its obligations, responsibilities or duties to perform the Work in accordance with the Contract Documents either by any activities or duties of City in City's administration of the Contract or by tests, inspections or approvals required or performed by City or any person other than the Design-Builder.

5.2. Review of Contract Documents and Field Conditions by Design-Builder.

5.2.1. Design-Builder shall:

- 5.2.1.1.** Carefully review and verify the Contract Documents to establish that the information is sufficiently complete to perform the Work and that there are no obvious or patent errors, ambiguities, inaccuracies, inconsistencies, or omissions within or between the Contract Documents;
- 5.2.1.2.** study and compare the various Drawings and other Contract Documents relative to that portion of the Work and the City's solicitation documents, including any amendments or attachments thereto, and Project Program Documents furnished by or on behalf of City for obvious or patent errors, ambiguities, inaccuracies, inconsistencies, or omissions within or between the Contract Documents; and
- 5.2.1.3.** promptly report any errors, ambiguities, inaccuracies, inconsistencies, or omissions discovered by Design-Builder to City via a Request for Information in such form as the City may require.

5.2.2. Before starting each portion of the Work, Design-Builder shall:

- 5.2.2.1.** At the site, observe any conditions effecting the Work and take field measurements for said conditions;
- 5.2.2.2.** Because the exactness of existing grades, elevations, dimensions or locations given on any Drawings issued by City, or the work installed by City's other contractors, is not guaranteed by City, Design-Builder shall satisfy itself as to the accuracy of all grades, elevations, dimensions and locations; and
- 5.2.2.3.** In all cases of interconnection of its Work with existing conditions or with work performed by others, Design-Builder shall verify at the site all dimensions relating to such existing or other work. Any errors due to Design-Builder's failure to so verify all such grades, elevations, dimensions or locations promptly shall be rectified by Design-Builder without any additional cost to City.
- 5.2.2.4.** If Design-Builder believes additional cost or time is involved because of clarifications or instructions issued by City in response to the Design-Builder's Notices or Requests for Information, Design-Builder shall make Claims as provided in **Article 6.2**. If Design-Builder fails to perform the obligations of **Article 5.2**, Design-Builder shall pay such costs and damages to City as would have been avoided if Design-Builder had performed such obligations and had recognized or by reasonable inference should have recognized such errors, ambiguities, inaccuracies, inconsistencies, or omissions.

5.3. Supervision and Construction Procedures.

- 5.3.1.** Design-Builder shall supervise, inspect and direct the Work competently and efficiently, exercising the skill and attention of a prudent Design-Builder, devoting such attention and applying such skills and expertise as is necessary to perform the

Work in accordance with the Contract Documents. Design-Builder solely shall be responsible for and have control over the means, methods, techniques, sequences, procedures and coordination of all portions of the Work under the Contract, unless the Contract Documents give other specific instructions concerning these matters. If the Contract Documents give specific instructions concerning construction means, methods and/or techniques, Design-Builder then shall evaluate the jobsite safety thereof and, except as stated herein below, shall fully and solely be responsible for the jobsite safety of such means, methods, techniques, sequences or procedures. If, upon its evaluation, Design-Builder determines such means, methods, techniques, sequences or procedures may not be safe, Design-Builder shall give timely written notice to City and Design-Builder shall not proceed with that portion of the Work without further written instructions from City. (Although Design-Builder is solely responsible for the sequencing and procedures, such sequencing and procedures shall be coordinated and agreed upon by City and Design-Builder.)

- 5.3.2.** Design-Builder shall be responsible to City for the acts and omissions of Design-Builder's agents and employees, sub-consultants, and their respective agents and employees, Subcontractors and their respective agents and employees and all other persons or entities performing portions of the Work for or on behalf of Design-Builder or any of its sub-consultants and/or Subcontractors.
- 5.3.3.** Design-Builder shall be responsible for inspection of portions of Work already performed, to determine that such portions are in proper condition to receive subsequent Work.
- 5.3.4.** Design-Builder shall bear responsibility for design and execution of acceptable trenching and shoring procedures, in accordance with Texas Government Code, Section 2166.303 and Texas Health and Safety Code, Subchapter C, Sections 756.021, et seq, as such may amended or modified in the future.
- 5.3.5.** It is understood and agreed the relationship of Design-Builder to City shall be of an independent contractor. Nothing contained herein or inferable in the Contract Documents shall be read, deemed or construed to make Design-Builder the agent, servant or employee of City or create any partnership, joint venture or other association between City and Design-Builder. Any direction or instruction by City, in respect of the Work, shall relate to the results the City desires to obtain from the Work, and shall in no way affect Design-Builder's independent contractor status, as described herein.
- 5.3.6.** Design-Builder shall review its Subcontractor(s) written safety programs, procedures and precautions in connection with performance of the Work. However, Design-Builder's duties shall not relieve any Subcontractor(s) or any other person or entity (e.g. a supplier), including any person or entity with whom Design-Builder does not have a contractual relationship, of their responsibility or liability relative to compliance with all applicable federal, state and local laws, rules, regulations and ordinances, which shall include the obligation to provide for the safety of their employees, persons, and property and their requirements to maintain a work environment free of recognized hazards.

5.4. Labor and Materials.

5.4.1. Unless otherwise stipulated in the Contract Documents or required, Design-Builder shall provide and pay for all labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation and other facilities and services necessary for proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.

5.4.2. Prevailing Wage Rate and Labor Standard Provisions.

5.4.3. The Provisions of Chapter 2258 of the Texas Government Code, and the “Wage and Labor Standard Provisions” contained in City of San Antonio Ordinance 2008-11-20-1045, expressly are made a part of this Contract. In accordance therewith, a schedule of the general prevailing rate of per diem wages in this locality for each craft or type of worker needed to perform this contract shall be obtained by Design-Builder from the City of San Antonio’s Labor Compliance Office and included in Design-Builder’s Project bid package and Plans & Specifications, prior to Design-Builder bidding of the Project and such schedule shall become a part hereof. Design-Builder shall forfeit, as a penalty to City, sixty dollars (\$60.00) for each laborer, worker or mechanic employed for each calendar day, or portion thereof, in which such laborer, worker or mechanic is paid less than the stipulated prevailing wage rates for any work done under this Contract by the Design-Builder or any Sub-Consultant and/or Subcontractor employed on the Project. The establishment of prevailing wage rates, pursuant to Chapter 2258 of the Texas Government Code, shall not be construed to relieve Design-Builder from its obligation under any federal or state law, regarding the wages to be paid to or hours worked by laborers, workers or mechanics, insofar as applicable to the work to be performed hereunder. Design-Builder, in the execution of this Project, agrees it shall not discriminate in its employment practices against any person because of race, color, creed, sex, or origin. Design-Builder agrees it will not engage in employment practices which have the effect of discriminating against employees or prospective employees because of race, color, creed, national origin, sex, age, handicap or political belief or affiliation. This Contract provision shall be included in its entirety in all Subcontractor agreement entered into by the Design-Builder or any Subcontractor employed on the project.

5.4.4. Substitutions.

5.4.4.1. Substitutions and alternates may be rejected by City without explanation and shall be considered by City only under one or more of the following conditions:

- a.** the proposal is required for compliance with interpretation of code requirements or insurance regulations then existing;
- b.** specified products are unavailable through no fault of Design-Builder; and
- c.** when, in the judgment of City, a substitution substantially would be in City’s best interests in terms of cost, time or other considerations.

- 5.4.4.2.** Design-Builder shall submit to City:
- a.** a full explanation of the proposed substitution and submittal of all supporting data, including technical information, catalog cuts, warranties, test results, installation instructions, operating procedures and other like information necessary for a complete evaluation of the substitution;
 - b.** a written explanation of the reasons the substitution is necessary, including the benefits to the City and to the Work, in the event the substitution is acceptable to City;
 - c.** the adjustment, if any, in the Contract Sum;
 - d.** the adjustment, if any, in the time of completion of the Contract and the construction schedule; and
 - e.** in the event of a substitution under this **Article 5.4**:
 - f.** the proposed substitution conforms to and meets all the requirements of the pertinent Specifications and requirements shown on the Drawings; and
 - g.** Design-Builder accepts the warranty and correction obligations in connection with the proposed substitution as if originally specified by City.
- 5.4.4.3.** Proposals for substitutions shall be submitted to City in sufficient time to allow City no less than ten (10) calendar days for review. No substitutions shall be considered or allowed without Design-Builder's submittal of complete substantiating data and information.
- 5.4.4.4.** In the event of substitution submittal under **Article 5.4**, and whether or not any such proposed substitution is accepted by City, Design-Builder shall reimburse City, at City's reasonable discretion, for any fees charged by City or City's representatives for evaluating each proposed substitute.
- 5.4.4.5.** Except as otherwise stipulated in the Contract Documents or required for safety or protection of persons or the Work or property at the Site or adjacent thereto, no Work shall be allowed by City from sundown to sunrise of the following calendar day, unless directed by the CDR or requested in writing by Design-Builder and approved by City.
- 5.4.5.** Design-Builder shall, at all times, enforce strict discipline and good order among persons working on the Project and shall not employ or continue to employ any unfit person on the Project or any person not skilled in the assigned work. Design-Builder shall be liable for and responsible to City for all acts and omissions of its employees, all tiers of its Sub-Consultants and Subcontractors, material suppliers, anyone who Design-Builder may allow to perform any Work on the Project, and their respective officers, agents, employees, and any consultants Design-Builder may allow to come on the job site, with the exception of City, the CDR or City's consultants. City, at any time, for any reason or for no reason, may direct Design-Builder to remove any

employee, Subcontractor, Sub-Consultant, material supplier or anyone else from the Project and Design-Builder promptly shall comply with City's direction. In addition, if Design-Builder receives written notice from City complaining about any Subcontractor, Sub-consultant, employee or anyone who is a hindrance to proper or timely execution of the Work, Design-Builder shall remedy such complaint without delay to the Project and at no additional cost to City. This provision shall be included in all contracts between the Design-Builder and all subcontractors of all tiers.

- 5.4.6.** Design-Builder recognizes and acknowledges that the Project Site is a public facility representing the City of San Antonio. As such, Design-Builder shall prohibit the possession or use of alcohol, controlled substances, tobacco and any prohibited weapons on the Project Site and shall require appropriate dress of Design-Builder's forces consistent with the nature of the Work being performed, including the wearing of shirts at all times. Harassment of any kind, including sexual harassment, of employees of Design-Builder, employees of City, any visitor to the site, or anyone in surroundings of the Project Site, by employees of Design-Builder is strictly forbidden. Any employee of Design-Builder who is found to have engaged in such conduct shall be subject to appropriate disciplinary action by Design-Builder, including removal from the Project Site.
- 5.4.7.** Design-Builder shall only employ or use labor in connection with the Work capable of working harmoniously with all trades, crafts, and any other individuals associated with the Project.
- 5.4.8.** All materials and installed equipment shall be as specified in the Contract Documents, and if not specified, shall be of good quality and new, except as otherwise provided in the Contract Documents. If required by City, Design-Builder shall furnish satisfactory evidence (including reports of required tests) as to the source, kind and quality of materials and equipment. Design-Builder may make substitutions only with the consent of City, after Design-Builder's compliance with **Article 5.4** herein.
- 5.4.9.** All materials shall be shipped, stored and handled in a manner which will protect and ensure their condition at the time of incorporation in the Work. After installation, all materials shall be properly protected against damage to ensure they are in the condition as required by **Article 6.1** herein when the Work is Substantially Completed or City takes overuse and occupancy, whichever is earlier.
- 5.4.10.** During construction of the Work and for ten (10) years after final completion, or if there is an ongoing dispute under this Contract such retention period shall extend longer until final resolution of said dispute, as described in **Article 3.2.2** herein, Design-Builder shall retain and shall require all subcontractors to retain for inspection and audit by City all books, accounts, reports, files, time cards, material invoices, payrolls and evidence of all other direct or indirect costs related to the bidding and performance of this Work. Upon request by City, a legible copy or the original of any or all such records shall be produced by Design-Builder at the administrative office of City. To the extent that it requests copies of such documents, City will reimburse Design-Builder and its subcontractors for copying costs. Design-

Builder shall not be required to keep records of or provide access to the makeup of any negotiated and agreed-to lump sums, unit prices or fixed overhead and profit multipliers.

5.5. Building Envelope

Design-Builder shall ensure that all Work performed pursuant to this Contract shall be watertight and leak proof at every point and in every area, except where leaks can be attributed to damage to the building by external forces beyond Design-Builder's control. Design-Builder, immediately upon notification by the City of water penetration, shall determine the source of water penetration and perform any work necessary to make the building watertight. Design-Builder also shall repair or replace any damaged material, finishes and/or fixtures damaged as a result of any water penetration, returning the building to original condition. The costs of such determination and repair shall be borne by Design-Builder only to the extent that the leak(s) are attributable to design errors, faulty workmanship, Design Builder's negligence, or unauthorized or defective materials

5.6. Warranty.

- 5.6.1.** Design-Builder warrants to City that materials and equipment furnished and installed under the Contract will be of good quality and new, unless otherwise required or permitted by the Contract Documents, and that the Work will be free from defects not inherent in the quality required or permitted, that the Work will be done in a good and workmanlike manner, and that the Work will conform to the requirements of the Contract Documents. Work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. Design-Builder's warranty excludes remedy for damage or defect caused by abuse, modifications not executed by the Design-Builder, improper or insufficient maintenance, improper operation, normal wear and tear and normal usage. If required by City, Design-Builder shall furnish satisfactory evidence as to the kind and quality of materials and equipment.
- 5.6.2.** A right of action by City for any breach of Design-Builder's express warranty herein shall be in addition to, and not in lieu of, any other remedies City may have under this Contract at law or in equity, regarding any defective Work.
- 5.6.3.** The warranty provided shall be in addition to and not in limitation of any other warranty or remedy required by law or by the Contract Documents. Design-Builder's expressed warranty and any manufacturer's warranty will run concurrently.
- 5.6.4.** All warranties shall be assignable by City. Submittal of all warranties and guarantees are required as a prerequisite to the final payment.
- 5.6.5.** City and Design-Builder acknowledge that the Project may involve construction work on more than one (1) building or section of infrastructure of City's. While the entire Project will have a Single date for Substantial Completion of the Work, each building, section of infrastructure or approved phase of each section of infrastructure

may have its own separate and independent date of Substantial Completion or Final Completion.

- 5.6.6.** If separate dates for Substantial Completion and Final Completion are established and granted by City, at City's sole discretion and as a result of City electing partially to occupy areas prior to the Project's overall date for Substantial Completion, Design-builder shall maintain a complete and accurate schedule of the dates of Substantial Completion.
- 5.6.7.** Warranties shall become effective on a date established by City in accordance with the Contract Documents. This date shall be the date of Substantial Completion of the entire Work, unless otherwise provided in any Certificate of Partial Substantial Completion dates approved by the Parties, except for Work to be completed or corrected after the date of Substantial Completion and prior to final payment and those occurrences addressed in **Article 5.6.5** herein. Warranties for Work to be completed or corrected after the date of Substantial Completion and prior to final completion shall become effective on the later of the date the Work is completed or corrected and accepted by City for the date of final completion of the Work.
- 5.6.8.** Neither final payment nor compliance by Design-Builder with any provision in the Contract Documents shall constitute an acceptance of Work not done in accordance with the Contract Documents or relieve Design-Builder or its sureties of liability, with respect to any warranties or responsibility for faulty materials and workmanship. Design-Builder warrants that the Work will conform to the requirements of the Contract Documents.
- 5.6.9.** Design-Builder agrees to assign to City, at the time of final completion of the Work, any and all manufacturer's warranties and Operation & Maintenance manuals relating to equipment, materials and labor used in the Work and further agrees to perform the Work in such manner so as to preserve any and all such manufacturer's warranties, provided that such assignment shall contain a reservation of Design-Builder's right also to enforce the manufacturer's warranties as a condition precedent to final payment.
- 5.6.10.** As a condition precedent to Final Completion, the Design- Builder shall organize and compile operation and maintenance manual information into suitable sets of manageable size and bind into individual binders properly tabbed and indexed.
- 5.6.10.1.** Manuals shall include emergency instructions, spare parts list, warranties, wiring diagrams, inspection procedures, shop drawings, product data, and similar information. Material and equipment data is intended to include all data necessary for the proper installation, removal, normal operation, emergency operation, start up, shutdown, maintenance, cleaning, adjustment, calibration, assembly, disassembly, repair, inspection, trouble shooting, and service of the equipment or materials.
- 5.6.10.2.** Equipment shall include Part Number, Quantity, Spec Paragraph Reference, Source- (Manufacturer's name and address and supplier's name and address),

Serial Number, Location- (State the name of system and/or subsystem and state physical location of each like item of equipment by room name and number and column gridline as shown on plans), Parts List, Recommended Spare Parts, Special Tools & Equipment, System Drawings, Warranties, and Documentation of Training of Owner Personnel.

- 5.6.10.3.** Warranties: Include within the tabbed section for each system, equipment item, or material, an executed copy of the specified warranty covering that particular system, equipment items or material. This is to include both the manufacturer's warranty and the installing contractor's guarantee for workmanship and system operation. This copy is in addition to original signature copies of all project warranties/guarantees bound together separately into a Warranty Binder to be transmitted to the Owner upon Final Completion.
- 5.6.10.4.** O&M Manuals shall be consolidated to include all specification divisions in numerical order and each package of data shall be numbered according to the specification section governing that particular system.
- 5.6.10.5.** Manuals shall include a Table of Contents with the following information itemized within each specification division: Tab Number, Specification Number, Description, Subcontractor, Contact Name and Phone Number.
- 5.6.10.6.** Manuals shall be bound in heavy duty, 3 ring vinyl covered binders including pocket folders for folded sheet information. Binders shall have proper identification including volume number on front and spine of each binder.
- 5.6.10.7.** 2 complete sets of each bound O&M Manual are required and shall be color coded separately for each set. Design-Builder shall also provide 1 electronic copy on flash drive.
- 5.6.10.8.** Design-Builder shall submit a draft format of proposed Table of Contents and packaging of O&M documentation into binders for Architect and Owner's review and approval.
- 5.6.10.9.** Design-Builder shall provide a preliminary copy of all O&M Manuals in an approved format to the Architect and Owner for review prior to Substantial Completion inspection.
- 5.6.10.10.** The Design-Builder's final submission of these manuals is a precondition for Final Completion.
- 5.6.11.** In Addition and as a condition precedent to Final Completion, the Design-Builder shall organize and compile a separate warranty reference into suitable sets of manageable size and bind into individual binders properly tabbed in similar fashion as the Operation & Maintenance Binders
 - 5.6.11.1.** Provide a tabbed binder to include all project warranties and guarantees as required by various specification sections and other conditions to the Contract.

This is to include all specific warranties on manufactured items and installed systems as noted above, in addition to General Contractor's project Warranty and applicable guarantees from all Subcontractors and suppliers covering defects in workmanship and manufacturer.

- 5.6.11.2.** Warranty Binder shall include a Table of Contents with the following information itemized within each specification division: Tab Number, Specification Number, Description, Subcontractor, Contact Name / Phone Number, and Warranty Period
- 5.6.11.3.** 2 complete sets of each bound Warranty Binder are required and shall be color coded separately for each set. Design-Builder shall also provide 1 electronic copy on flash drive.
- 5.6.11.4.** Design-Builder shall submit a draft format of proposed Table of Contents and packaging of Warranty documentation into binders for Architect and Owner's review and approval.
- 5.6.11.5.** Design-Builder shall provide a preliminary copy of all Warranty Binders in an approved format to the Architect and Owner for review prior to Substantial Completion inspection.

5.7. Taxes.

Design-Builder will not include in the Contract Sum or any modification thereto any amount for sales, use or similar taxes for which City is exempt and City has provided Design-Builder with a tax exemption certificate or other documentation necessary to establish City's exemption from such taxes.

5.8. Permits, Fees, and Notices.

5.8.1. Permits.

Unless otherwise provided in the Contract Documents or by City, as per **Article 4.2** herein, Design-Builder shall secure all permits, licenses and inspections. City may assist Design-Builder, when necessary, in obtaining such permits, licenses and inspections necessary for the proper execution and completion of the work. If required, City shall prepare and submit the necessary paperwork to satisfy Texas Pollutant Discharge Elimination System (TPDES), regulations of the Texas Commission on Environmental Quality.

City shall pay for cost of Building (Parent) Permit only. Trade (Child) permits shall be obtained and paid for by the appropriate subcontractor and or vendor performing the work.

City shall pay for the Architectural Barriers Review and Inspections Fees.

- 5.8.2.** Design-Builder shall comply with and give all notices required by law, ordinance, rule, regulations and lawful orders of public authorities applicable to performance of the Work.
- 5.8.3.** Design-Builder warrants to City that if Design-Builder performs Work contrary to laws, statutes, ordinances, building codes and rules and regulations and City design guidelines and standards Design-Builder shall assume sole responsibility for correcting such Work and shall bear all costs attributable to correct such Work, unless approved by City.
- 5.8.4.** Design-Builder also shall assist City in obtaining all permits and approvals and, at City's request, pay all fees and expenses, if any, associated with TPDES regulations of the Texas Commission on Environmental Quality, as well as local authorities, if applicable, which require completion of documentation and/or acquisition of a "Land Disturbing Activities Permit" for a Project. Design-Builder's obligations under this **Article 5.8.4** require it to perform all necessary engineering services during the pre-construction phase to prepare proper drainage for the Project Site. Any drainage alterations made by Design-Builder during the construction process, which require the issuance of a permit, shall be at Design-Builder's sole cost. It will be Design-Builder's responsibility to prepare and submit the permit approval documentation provided by the regulatory agencies prior to beginning any Work.

5.9. Allowances.

- 5.9.1.** Design-Builder shall include in the Contract Sum all allowances stated in the Contract Documents. Items covered by allowances shall be supplied for such amounts and by such persons or entities as City may direct, but Design-Builder shall not be required to employ persons or entities to whom Design-Builder has reasonable objection.
- 5.9.2.** Unless otherwise provided in the Contract Documents:
- 5.9.2.1.** Allowances shall cover the cost to Design-Builder of materials and equipment delivered at the site and all required taxes, less applicable trade discounts;
- 5.9.2.2.** Design-Builder's costs for unloading and handling at the site, labor, installation costs, overhead, profit and other expenses, contemplated for stated allowance, shall be included in the allowances;
- 5.9.2.3.** Whenever actual costs are more than or less than allowances, the Contract Sum shall be adjusted accordingly by Change Order. The amount of the Change Order shall reflect both the difference between actual costs and the allowances and all changes in Design-Builder's costs..
- 5.9.2.4.** All expenditures shall be in pre-coordination with the City representative.

- 5.9.3.** Materials and equipment under an allowance shall be selected by City within such time as is reasonably specified by Design-Builder as necessary to avoid any delay in the Work.

5.10. Superintendent/Key Personnel.

In coordination with the contract, at all times during the progress of the Work, Design-Builder shall assign a competent resident superintendent who is able to communicate fluently in English, along with any necessary assistant(s) who is/are satisfactory to City. Any superintendent designee shall be identified in writing to City promptly after City issues a written Notice to Proceed. The superintendent shall represent Design-Builder at all times and all directions given to the superintendent shall be binding on Design-Builder. The designated superintendent shall not be replaced without written notice to City and the approval of the Director or his/her designee, which approval will not be unreasonably withheld, except with good reason (including any termination or disability of the superintendent) or under extraordinary circumstances. The superintendent may not be employed on any other project, prior to final completion of the Work, without the approval of City, which approval will not be unreasonably withheld.

- 5.10.1.** Design-Builder shall furnish a list to City of all Architects, Engineers, consultants, Sub-Consultants, job-site superintendents, Subcontractors and suppliers involved in the Project. In addition Design-Builder shall submit a written Identification of Project Team Structure, indicating Key Project Personnel, and including contact information, as provided to and accepted by City during the selection process. Design-Builder shall indicate actual lines of reporting and responsibility and shall include matrix reporting, as applicable. Key Project Personnel are defined as individuals that interface directly with City or cover critical technical expertise. Executive, ceremonial or figurehead positions should not be indicated; only individuals with actual authority and responsibility and who will make tangible contributions to the Project should be included in Design-Builder's Project Team Structure
- 5.10.2.** City, upon the showing of good and reasonable cause, may reject or require removal of any architect, engineer, consultant, sub-consultant, job superintendent, employee of the Design-Builder, Subcontractor of any tier and/or supplier involved in the Project.
- 5.10.3.** Design-Builder shall provide an adequate staff for the proper coordination and expedition of the Work. City reserves the right to require Design-Builder to dismiss from the Project any employee(s) City, at its sole discretion, deems incompetent, careless, insubordinate or in violation of any provision in these Contract Documents. This provision is applicable to Subcontractors and their employees.
- 5.10.4.** City reserves the right to utilize one or more of its employees to function in the capacity of City's Inspector, whose primary function will be daily inspections, checking pay requests, construction timelines and verification of the storage of supplies and materials.

- 5.10.5.** Design-Builder shall not change any key personnel, key Subcontractors or key sub-consultants without the prior written consent of City, which consent shall not be unreasonably withheld. City shall be notified at least twenty (20) calendar days in advance of any proposed changes in Design-Builder's Key Project Personnel. In the event key personnel leaves Design-Builder's employment, such key personnel's replacement shall be subject to City's reasonable approval.
- 5.10.6.** Key Project Personnel shall be available to City during normal business hours. Design-Builder shall inform City, via e-mail, at least ten (10) calendar days in advance of any known scheduled absence of Key Project Personnel expected to exceed three (3) calendar days. For sudden or unscheduled absences, such as illnesses of Key Project Personnel, Design-Builder shall inform City by telephone, as soon as is practical, if the absent individual was expected to be available for consultation or meetings.

5.11. Project Management Tasks and Deliverables

5.11.1. Comprehensive Service

- 5.11.1.1.** Design-Builder shall provide a comprehensive service in the execution of the Project, as defined by the Contract terms and conditions herein. City shall participate in the Project, as defined by the Contract terms and conditions, as the overall success of the Project is a shared responsibility of City and Design-Builder.
- 5.11.1.2.** The requirements and guidelines below apply to Design-Builder. All procedures, quality control programs and deliverable requirements are to apply to all of Design-Builder's team members. Project Management Plans, Document Control Logs, team structure charts and the like shall encompass all of Design-Builder's team members together in one (1) document, not in separate documents. This shall include the work of even minor Subcontractors and Sub-Consultants.

5.11.2. Project Management Plan

- 5.11.2.1.** Design-Builder shall provide a written Project Management Plan outlining the overall level of Project effort. Elements of this Plan shall continually be updated throughout Design-Builder process and will create both a forward looking and the key tools to track performance of the Project. At a minimum, the Plan shall be composed of the following elements summarized herein and explained in subsequent paragraphs.

- a.** Programming Document
- b.** Project Team Structure
- c.** Quality Assurance Plan
- d.** Document Control Procedure

- e. Archiving of Program Procedure
- f. Project Schedule
- g. Project Cost Estimate

5.11.2.2. The first version of Design-Builder's Project Management Plan Shall be provided to City for approval within thirty (30) calendar days of Design-Builder contract award. Design-Builder shall allow fourteen (14) calendar days for review by City.

5.11.3. Programming Document

The initial Programming Document, attached hereto and made a part of this document by reference and labeled as **EXHIBIT A: PROGRAMMING DOCUMENTS**, shall be provided by City and shall validate during design considerations, with any changes tracked and documented to the Design-Builder, as described in **EXHIBIT I: DESIGN TASKS AND DELIVERABLES FOR VERTICAL PROJECTS**.

5.11.3.1. Quality Assurance Program

- a. Design-Builder shall develop and submit to City an effective Quality Assurance Program outlining the methods and procedures that will be used to develop detailed Design and Construction Quality Control programs, to assure that all design work, materials and completed construction conform to all applicable City, state and federal requirements. Design-Builder's Quality Assurance Program shall describe the established and approved instructions and procedures for both design and construction of the Project. The data contained in these procedures shall include or reference acceptance or rejection criteria.
- b. Design-Builder shall submit the written Design Quality Control Program, indicating specific responsible parties, to City for approval within thirty (30) Calendar Days of the Contract award.
- c. Design-Builder shall submit the written Construction Quality Control Program, indicating specific responsible parties, to City for approval, at minimum, thirty (30) calendar days prior to the start of any of Design-Builder's production, construction or off-site fabrication.
- d. The Quality Control Programs shall apply to Design-Builder, its Sub-Consultants and Subcontractors. If Design-Builder's Sub-Consultants and/or Subcontractors have additional Quality Control procedures, those entities shall submit their additional Quality Control procedures to City for approval, at minimum, thirty (30) calendar days prior to the start of that Sub-Consultant's or Subcontractor's work effort.

- e. The Quality Control Program shall be organized to address, at minimum, the following items:
- Quality control organization.
 - Project schedule.
 - Submittal schedule.
 - Procedures covering, as a minimum, the coordination, checking and sign-off procedures for drawings specifications, calculations and reports.
 - Documentation of quality control activities.
 - Requirements for corrective action when quality control and/or acceptance criteria are not met.
 - Testing & inspection procedures

5.11.4. Document Control

- 5.11.4.1.** Design-Builder shall maintain a Document Control Log for all Project documents, including Contract documents, sketches and renderings, models, correspondence, reports, meeting minutes and relevant e-mail. Design-Builder shall provide this log to City monthly or more frequently, if requested by City.
- 5.11.4.2.** Design-Builder shall submit a written procedure for Document Control, indicating what will be logged and how to maintain the log, as well as indicating specific responsible parties (by title), to City for City's approval within thirty (30) calendar days of the award of this Contract.

5.11.5. Document Archiving

- 5.11.5.1.** Design-Builder shall take reasonable precautions to safeguard the Project intellectual property during the course of the Project. These precautions shall include backing-up and storing offsite all in-progress and completed project electronic documents at minimum once a week. Hard copy documents and physical objects, such as models, shall promptly be scanned or digitally photographed as soon after their creation as practicable. Design-Builder shall store the resulting electronic records along with the abovementioned Project electronic documents.
- 5.11.5.2.** Design-Builder shall submit a written procedure for archiving of Project intellectual property, indicating specific responsible parties (by title), to City for approval within thirty (30) calendar days of the award of this Contract.

5.11.6. Project Schedule

5.11.6.1. Design-Builder shall provide an overall Project Schedule that will allow tracking actual performance of the Project against original forecasts, allowing the Project team to project the likelihood of meeting future targets. Design-Builder shall review its schedule and performance with City monthly, or as otherwise indicated herein or as frequently as City requests. The Project Schedule, which will be composed of the Design Schedule addressing each design stage given in the companion **EXHIBIT I: DESIGN TASKS AND DELIVERABLES**, a Baseline Construction Schedule, addressing construction efforts and requirements as outlined in the companion **EXHIBIT J: CONSTRUCTION TASKS AND DELIVERABLES**, which shall be updated using a Construction Progress Schedule to measure performance against the baseline schedule. The first version of the Project Schedule shall be provided to City for Approval within ten (10) Calendar Days of the contract award. Design-Builder shall allow fourteen (14) calendar days for review by the City.

5.11.6.2. Schedule Methods.

- a. Design-Builder shall create and maintain Critical Path Method (hereafter referred to as “CPM”) Schedules, showing the manner of execution of Work Design-Builder intends to follow, in order to complete the Project within the allotted time. The CPM Schedule shall employ computerized CPM for the planning, scheduling and reporting of Work, as described herein. Design-Builder shall create and maintain the Project Schedule using project management scheduling software compatible with City’s project management scheduling software. The observance of the requirements herein is an essential part of the Work to be performed by Design-Builder under this Contract
- b. Unless otherwise indicated in writing by City, Design-Builder shall provide an individual who shall be referred to hereafter as “Scheduler” to create and maintain the Project Schedules. Scheduler shall be proficient in CPM analysis, possess sufficient experience to be able to perform required tasks on the specified software and be able to prepare and interpret reports from the software. Scheduler shall be made available for discussion or meetings when requested by City.
- c. The Schedules shall show the sequence and interdependence of activities required for complete performance of the Work. Design-Builder shall be responsible for assuring all Work sequences are logical and show a coordinated plan of Work, in accordance with the sequence of work outlined in the plans. The purpose of City requiring the Project Schedules shall be to:
 - Ensure adequate planning during the execution and progress of the Work, in accordance with the allowable number of calendar days and all milestones;

- Assure coordination of the efforts of Design-Builder, City, utilities and others that may be involved in the Project and the coordinated activities are included in the Schedule, highlighting coordination points with others;
 - Assist Design-Builder and City in monitoring the progress of the Work and evaluating proposed changes to the scope of work and Contract; and
 - Assist City in administering the Contract time requirements.
- d. Design-Builder shall provide City a legend for all abbreviations. The activities shall be coded so that organized plots of the Project Schedule may be produced Design-Builder shall show an estimated production rate per working day for each Work activity. Activity durations shall be based on production rates shown. Each activity on the Project Schedule shall include:
- An activity number, utilizing an alphanumeric designation system that is agreeable to City;
 - A concise description of the Work represented by the activity; and
 - Activity durations in whole work days, with a maximum of twenty (20) Work days. Durations greater than twenty (20) Work days may be used for non-construction activities (mobilization, submittal preparation, curing, etc.), and other activities mutually agreeable between City and Design-Builder.

5.11.6.3. Design Schedule.

- a. Design-Builder shall, within ten (10) calendar days after contract award,, submit for City's approval the Design Schedule for the performance of Design-Builder's Design Services, which shall include allowance for fifteen (15) calendar days required for City's review of submissions and for approvals of authorities having jurisdiction over the Project. This Design Schedule shall, upon approval by City, be considered incorporated and made a part the Program Management Plan and of this Contract, attached hereto, incorporated herein by reference and labeled as **EXHIBIT F: DESIGN-BUILDER'S DESIGN SCHEDULE AND FEE SCHEDULE**. Design-Builder's Design Schedule, when approved by City, shall not, except for good cause, be exceeded by Design-Builder. Should Design-Builder at any time during the course of performing the Contract, have reason to believe that it will be unable to meet any completion date in accordance with the Design Schedule, it immediately shall notify City in writing, stating the reason for the delay, the party responsible for the delay (if any) and the steps being taken to remedy or minimize the impact of the delay. Failure of Design-Builder to submit such notification shall constitute a waiver by Design-Builder of any claim Design-Builder may have for an adjustment to the Contract Price, the Design Schedule or the Contract Time. All extensions of time shall be

governed by **Article 6** of City's General Conditions for Design/Build Contracts.

- b. Design-Builder's Design Schedule shall indicate document delivery dates, presentations, work sessions, code reviews and any other important milestones in the design process. Design-Builder's Design Schedule shall be in bar chart form with highlight milestones for tasks to be performed by discipline for each stage and sub-stage. If applicable, Design-Builder's Design Schedule shall address any early works packages that will be required to meet construction timelines.
- c. Design-Builder's Design Schedule shall be submitted at the end of each design submittal stage and for City's approval prior to beginning Work on the next stage of the Project.

5.11.6.4. Baseline Construction Schedule.

- a. (In conjunction with the submittal of the Initial Project Management Plan, Design-Builder shall submit an estimated schedule of construction activities which shall be updated periodically, culminating in a final agreed upon Baseline Construction Schedule, to be submitted at minimum ten (10) calendar days prior to City's issuance of the initial Notice to Proceed for construction. Design-Builder's Baseline Construction Schedule is attached hereto, incorporated herein by reference and labeled as **EXHIBIT G**.
- b. This Baseline Construction Schedule shall indicate the dates for starting and completing the various aspects/phases required to complete the Work, including mobilization, procurement, installation, testing, inspection and acceptance of all the Work of the Contract, including any contractually mandated milestone dates. The schedule shall not exceed the time limits set forth in the Contract Documents. Design-Builder shall organize the schedule and provide adequate detail, so the schedule is capable of measuring and forecasting the effect of delaying events on completed and uncompleted activities.
- c. The Schedule shall show the order in which Design-Builder proposes to carry out the Work in accordance with the final approved phasing plan, if any, and the anticipated start and completion dates of each phase of the Work. The Schedule shall be in the form of a time scaled work progress chart, to indicate the percentage of Work scheduled for completion at various critical milestones.
- d. Design-Builder shall maintain a schedule of shop drawings and sample submittals and each submitted shop drawing and sample submittal shall list each required submittal and the expected time(s) for submitting, reviewing and processing such submittal

- e. The Schedule layout shall be grouped by Project and then by Work Breakdown Structure (hereafter referred to as “WBS”) for organizational purposes.
- f. The original and remaining Work duration shall be displayed. The grouping band will, by default, report Work days planned. One additional level of effort activity shall be added to the schedule as a “time calculator” with a seven (7) day calendar without holidays. The calculation of days should be reflected in the appropriate duration columns.
- g. Work shall be scheduled based upon Design-Builder’s standard five (5) day work week, utilizing the appropriate calendar assignments and using compatible Project Scheduling software.
- h. Seasonal weather conditions shall be considered and included in the Project Schedule for all work influenced by temperature and/or precipitation. Baseline weather conditions shall be incorporated in to the Project Schedule using the table below: When actual inclement weather days do not exceed the cumulative inclement weather days in the table below, there shall not be a basis for a time extension claim.

Table 5.1 Inclement Weather Days

January: Two (2) days	February: Two (2) days
March: Three (3) days	April: Two (2) days
May: Four (4) days	June: Three (3) days
July: Three (3) days	August: Two (2) days
September: Four (4) days	October: Three (3) days
November: Two (2) days	December Two (2) days
Total Annual Weather Days = 30 days	

- i. The Design-Builder will take reasonable precautions to prevent loss caused by weather related events, erosion, rising water, or vandalism during the construction period and is the responsibility of the Design-Builder to rectify such loss or damage to the extent required by City.
- j. City-responsible delays in activities affecting milestone dates or the Contract completion date, as determined by CPM analysis, shall be considered for a time extension by discretion of City

- k.** A Project Estimator should be a proactive part of the design process, being continually kept abreast of the design progress and caution about upcoming design activity that deserves careful attention, with regard to system selection and design in order to control costs. The Project Estimator should identify items or areas where the costs seem unusually proportioned in relation to industry norms.

5.11.6.5. In general the Baseline Construction and Construction Progress Schedule shall:

- a.** have all Work coded and organized by WBS.
- b.** reflect Duration Percent complete as the percent complete type;
- c.** reflect Fixed Units as the duration type;
- d.** include submittals with a logical tie to what each drives;
- e.** add proposed Change Order(s) and those Change Order(s) shall be reflected on the Schedule as proposed Change Order(s). This task will be linked to the schedule with logical ties and approved by City. Upon approval of a Change Order, a task will be renamed and shall identify Work performed and Change Order number;
- f.** only have constraints in accordance with the plans;
- g.** include activity milestones for material delivery;
- h.** disallow default progress; and
- i.** include a detailed explanation in the Project narrative, if Work is performed out of sequence.

5.11.6.6. Each Baseline Construction and Construction Progress Schedule shall segregate the Work into a sufficient number of activities to facilitate the efficient use of critical path method scheduling by Design-Builder and City. The Work Progress Schedule layout shall be grouped first by Project then by WBS. The layout shall include the following columns:

- a.** Activity ID
- b.** Activity Description
- c.** Original Durations
- d.** Remaining Durations
- e.** Early Start and Early Finish Dates
- f.** Late Start and Late Finish Dates

- g.** Total Float
 - h.** Performance Percent Complete
- 5.11.6.7.** The Baseline Construction and Construction Progress Schedule shall display logic and target bars in the Gantt bar chart view.
- 5.11.6.8.** Each Baseline Construction and Construction Progress Schedule shall include activities representing manufacturing, fabrication or ordering lead time for materials, equipment or other items, for which City is required to review submittals, shop drawings, product data or samples.
- 5.11.6.9.** Each Construction Progress Schedule, shall:
- a.** indicate the activities, or portions thereof, which have been completed;
 - b.** reflect the actual time for completion of such activities; and
 - c.** reflect any changes to the sequence or planned duration of all activities.
- 5.11.6.10.** If any updated schedule exceeds the time limits set forth in the Contract Documents for the Project Milestone date and/or Substantial Completion of the Work, Design-Builder shall include, along with its updated schedule, a statement of the reasons for the anticipated delay in achieving the Project Milestone and/or Substantial Completion of the Work and Design-Builder's planned course of action for completing the Work within the time limits set forth in the Contract Documents. If Design-Builder asserts the failure of City to provide requested information to Design-Builder as the reason for anticipated delay in completion, Design-Builder also shall specify what information has been requested and is required from City.
- 5.11.6.11.** Neither City nor Design-Builder shall have exclusive Ownership of float time in the schedule and all float time shall inure to the benefit of the Project.
- 5.11.6.12.** Submission of any Construction Progress Schedule under this Contract constitutes a representation by Design-Builder, as of the date of the submittal:
- a.** the Construction Progress Schedule represents the sequence in which Design-Builder intends to prosecute the remaining Work;
 - b.** the Construction Progress Schedule represents the actual sequence and duration used to prosecute the completed Work;
 - c.** to the best of its knowledge and belief, Design-Builder is able to complete the remaining Work in the sequence and time indicated on the submitted Work Progress Scheduled; and
 - d.** Design-Builder intends to complete the remaining work in the sequence and time indicated.

5.11.6.13. Review and Approval of the Construction Progress Schedule.

- a. The Construction Progress Schedule update shall be submitted no later than the date Design-Builder's pay application is submitted.
- b. Design-Builder shall meet with City each month, at a scheduled Construction Progress Schedule update meeting, to review actual progress made through the date of the schedule update, as determined by City. The review of Design-Builder's progress shall include dates of activities actually started and/or completed, the percentage of Work completed, the remaining duration of each activity started and/or completed and the amount of Work needed to complete active and remaining activities, with an analysis of the relationship between the remaining duration of the activity and the quantity of material to install over that given period of time with a citation of past productivity.
- c. The monthly Construction Progress Schedule update meeting shall include a progress narrative explaining the Project's progress, identifying progress made out of sequence, defining the Critical Path, identification of any potential delays and other relevant data. A Work Progress Schedule narrative template shall be required for the narrative. Upon request, City shall supply said template to Design-Builder. Design-Builder shall include in the progress narrative a separate section, to be reviewed at the Construction Progress Schedule update meeting, summarizing the activities and the schedule of Work to be completed in the two weeks immediately following the meeting date.
- d. The Construction Progress Schedule and successive updates or revisions thereof are for Design-Builder's use in managing the Construction. The Construction Progress Schedule is for the information of City and to demonstrate that Design-Builder has complied with requirements for planning the Work. City's acceptance of a Schedule, Schedule updates or revisions shall constitute City's agreement to coordinate its own activities with Design-Builder's activities, as shown on Design-Builder's Construction Progress Schedule.
- e. Within fourteen (14) calendar days of receipt of Design-Builder's proposed Construction Progress Schedule, City shall evaluate the Schedule for compliance with this specification and notify Design-Builder of its findings. If City requests a revision or justification, Design-Builder shall provide satisfaction to City within seven (7) calendar days. If Design-Builder submits a Construction Progress Schedule for acceptance, based on a sequence of work not shown in the plans, then Design-Builder shall notify City in writing of said sequence of work, separate from the Construction Progress Schedule submittal.
- f. City's review and acceptance of Design-Builder's Construction Progress Schedule only is for conformance to the requirements of the Contract Documents. Review and acceptance by City of Design-Builder's

Construction Progress Schedule does not relieve Design-Builder of any of its responsibility for the Construction Progress Schedule, Design-Builder's ability to meet interim milestone dates (if so specified) or meeting the Contract completion date, nor does such review and acceptance by City expressly or by implication warrant, acknowledge or admit the reasonableness of the logic, durations, manpower or equipment loading of Design-Builder's Construction Progress Schedule. In the event Design-Builder fails to define any element of Work, activity or logic and City's review does not detect this omission or error, such omission or error, when discovered by Design-Builder or City, shall be corrected by Design-Builder at the next monthly schedule update and shall not affect the Project or Contract completion date.

- g. Acceptance of the Baseline Construction or Construction Progress Schedule, and/or revision thereto, does not indicate any approval of Design-Builder's proposed sequences and duration.
- h. Acceptance by City of the Baseline Construction or Construction Progress Schedule, which exceeds contractual time, does not alleviate Design-Builder from meeting the contractual completion date.
- i. Acceptance of a Baseline Construction or Construction Progress Schedule update or revision indicating early or late completion does not constitute City's consent to any changes, alter the terms of the Contract, waive either Design-Builder's responsibility for timely completion or waive City's right to damages for Design-Builder's failure to do so.
- j. Design-Builder's scheduled dates for completion of any activity or of the entire Work do not constitute a change in terms of the Contract. Change Orders (i.e. Contract amendments) are the only method of modifying the completion date(s) and Contract Times.
- k. Submittal of a schedule, a schedule revision or a schedule update constitutes Design-Builder's representation to City, as of the date of the submittal, the accurate depiction of all progress to date and Design-Builder will follow the schedule, as submitted, in performing the Work.
- l. Design-Builder promptly shall advise City when circumstances indicate the Project Schedule cannot be met and Design-Builder shall provide City a re-forecast plan for minimizing any delays or disruption.

5.12. Cost Estimate/Planning

- 5.12.1. As one of the first steps on the program, Design-Builder shall work with City to establish Project cost targets. After establishing a cost target for a particular program component, Design-Builder shall break it into sufficient detail, as appropriate, to provide design guidance for the design team.

- 5.12.2.** Upon completion of the Schematic Design Documents, Design-Builder shall submit a construction cost estimate that verifies the design does not exceed the design-to-budget target amount.
- 5.12.3.** Upon completion of City's review of the Schematic Design Documents and the associated cost estimate, City shall have the right at its sole discretion to:
- 5.12.3.1.** direct Design-Builder to proceed with progressing the design to Design Development completion;
 - 5.12.3.2.** remove the Project element from the contract and pursue other delivery methods, including, but not limited to, issuing a Request for Proposals for completion of design and construction; or
 - 5.12.3.3.** terminate the Contract for convenience.
- 5.12.4. Cost Estimate/Proposal at Design Development Documents**
- 5.12.4.1.** Design-Builder shall submit a revised construction cost estimate/proposal verifying the design does not exceed the design-to-budget target amount and any approved changes. That submitted cost estimate/proposal may be converted to a Guaranteed Maximum Price (GMP) for construction, if mutually agreed upon by Design-Builder and City at that time.
 - 5.12.4.2.** If City and Design-Builder cannot agree upon a GMP, City reserves the right at its sole discretion to:
 - 5.12.4.3.** direct Design-Builder to proceed with progressing the design to Construction Document completion;
 - 5.12.4.4.** remove the Project element from the contract and pursue other delivery methods, including, but not limited to, issuing a Request for Proposals for completion of design and construction; or.
 - 5.12.4.5.** terminate the Contract for convenience.
- 5.12.5. Cost Estimate/Proposal at Construction Documents (100%).**
- 5.12.5.1.** If City and Design-Builder have not previously agreed to a GMP for completion of the Project element through construction, Design-Builder shall submit a revised construction cost estimate/proposal that verifies the design does not exceed the design-to budget target amount and any approved changes. This cost estimate/proposal could be converted to a Guaranteed Maximum Price (GMP) for construction, if mutually agreed upon by Design-Builder and City at this time.
 - 5.12.5.2.** If City and Design-Builder cannot agree upon a GMP, City reserves the right at its sole discretion to:

5.12.5.3. remove the Project element from the contract and pursue other delivery methods, including, but not limited to, issuing the design for competitive bids; or

5.12.5.4. terminate the Contract for convenience.

5.12.6. Terminating the Contract

If the parties cannot agree upon a GMP for construction, and the design work is complete (100% Construction Documents), Design-Builder shall be required to provide bid-able documents. In other words, the design documents shall be in the condition of a bid set suitable for advertising and receiving competitive bids. Design-Builder shall invoice and receive fair and reasonable compensation for Design-Build services provided up to the date of Contract Termination.

5.13. Required Submittals

5.13.1. Required submittals shall include:

5.13.1.1. Project Management Plan

5.13.1.2. Design-Builder's Program Team Structure

5.13.1.3. Quality Control Program

5.13.1.4. Document Control Procedure

5.13.1.5. Archiving Procedure

5.13.1.6. Proposed Action Item Log

5.13.1.7. Cost Estimate

5.14. Review Comment Response

5.14.1. At each submittal stage (schematic design, design development, 50% construction documents, 95% construction documents, 100% construction documents), within fifteen (15) calendar days, City shall provide a list of written comments. Design-Builder promptly shall respond in writing to City's comments within ten (10) calendar days of receipt, unless agreed to otherwise in writing by City. Design-Builder's responses must be thorough and specifically address City's issue(s) in question. Design-Builder shall note specific actions already taken or Design-Builder's planned actions with a completion time commitment. Such responses, such as "done" or "will comply" are not acceptable responses for Design-Builder to submit to City.

5.14.2. In some cases, City's comments to Design-Builder may be given in a workshop setting or as document mark-ups. In such cases, Design-Builder shall be expected to document the original comment(s), as well as respond to all such comments, as noted above.

5.14.3. Each review of Design-Builder's submittal shall comply with the following review durations:

- 5.14.3.1.** Design studies, reports, drawings and specifications shall be reviewed by City and City's designated third parties, comments shall be prepared and returned to Design-Builder within fifteen (15) calendar days after receipt by City. City shall endeavor to better the review period of 15 calendar Days as they understand that a shorter review period may improve the schedule.
- 5.14.3.2.** Cost estimates and pricing submittals shall be reviewed by City and/or City's designated third parties, comments shall be prepared and City shall return its comments to Design-Builder within fifteen (15) calendar days after receipt by City. City shall work to better the review period of fifteen (15) calendar days, as it understands a shorter review period may improve the Project schedule.
- 5.14.3.3.** Design-Builder shall advise City how Design-Builder intends to address all comments received from City and/or City's designated third parties and return Design-Builder's comments to City within ten (10) calendar days after receipt from City.
- 5.14.3.4.** City is responsible to manage and enforce the design review durations outlined above with all third party reviewers, unless authority to do so is specifically delegated to Design-Builder.

5.15. City's Participation and Responsibilities

5.15.1. City's Participation

City reserves the right to participate in any and all design activities of Design-Builder, Design-Builder's Sub-Consultants and Subcontractors, with the exception of meetings or discussions of a contractual nature between Design-Builder and its Sub-Consultants, Subcontractors, Legal Counsel and the like. Design-Builder shall inform City of all work sessions, coordination meetings, scheduled conference calls and similar design activities, sufficiently in advance to allow City's participation. Design-Builder understands and acknowledges that City's participation in no way diminishes or relieves Design-Builder of Design-Builder's duties and obligations under applicable law and the Contract Documents.

5.15.2. Design-Builder Provisions for City

- 5.15.2.1.** Design-Builder shall provide City full access to all in-progress work, including access to Document Control Logs, relevant Office and Project Procedures and Project files. Design-Builder shall provide a copy of any work related to the Project to City upon City's request, whether finished or in-progress, provided that such requests do not limit Design-Builder team's completion of the Work in a timely fashion.

- 5.15.2.2.** Similarly, City shall be allowed direct access to any key individual on Design-Builder's team performing Work related to the Project, for the purposes of soliciting information, provided such access by City does not limit Design-Builder team's completion of the Work in a timely fashion.

5.15.3. City's Responsibilities

- 5.15.3.1.** City has performed the programming and other early planning studies that serve as the foundation for the Program Criteria Document.
- 5.15.3.2.** City has provided the Programming Documents, attached hereto, incorporated herein and labeled as **EXHIBIT A: PROGRAMMING DOCUMENTS**, which shall serve as the basis for Design-Builder's design.
- 5.15.3.3.** City shall primarily be responsible for Public Affairs, Media Relations and Community Outreach concerning this Project. Design-Builder shall provide support services for all Public Affairs, Media Relations and Community Outreach, to the extent delegated and authorized by City and based upon direction provided by City.

5.16. Project Communications

- 5.16.1.** Formal correspondence, communication and direction between City and Design-Builder shall be restricted to be between City's Project Manager and Design-Builder's Project Manager, unless specifically delegated to others in writing. If so delegated, the limits of authority to be delegated to others shall be established in writing.

5.16.2. Project Data Gathering

- 5.16.2.1.** Design-Builder represents that it is experienced in the Project type it has contracted to perform and is aware of all relevant issues that must be addressed. Design-Builder further represents that it shall be proactive in soliciting all necessary design information.
- 5.16.2.2.** Requests to meet with Facility/Site or City personnel that normally are not one of Design-Builder contacts shall be coordinated with the City's Project Manager.
- 5.16.2.3.** Design Builder shall provide written reports of all meetings and other data gathering exercises, whether with Facility/Site or other City personnel, or with outside entities or data sources within ten (10) Business Days.

5.16.3. Action Items

- 5.16.3.1.** Design-Builder shall maintain an electronic Action Item Log of all "action items" that have been identified either internally or by City. An "action item" is defined as a Project issue requiring special attention, management oversight or off-project input. An "action item" is not an item or a list of things yet to be done

that are a normal part of the progress of the Project. The Action Item Log shall regularly be maintained and distributed to City.

- 5.16.3.2.** Design-Builder shall submit a sample of the proposed Action Item Log to City for City's approval within thirty (30) calendar days of the award of this contract.

5.16.4. Minutes and Reports

Design-Builder shall take and publish coherent minutes and/or reports on every formal meeting, work session or site visit that Design-Builder, its Sub-Consultant and/or Subcontractors participates in, even if Design-Builder is not the meeting chair or coordinator. Design-Builder shall transmit minutes and/or reports to City within ten (10) calendar days of the meeting, work session or site visit.

5.16.5. Other Project Documents

- 5.16.5.1.** Design-Builder shall prepare all written Project documents, such as reports, meeting minutes, etc., using Microsoft Word, latest version, unless otherwise agreed upon by City. The utilized font shall be 11 point Times New Roman or Arial, as supplied with the latest Microsoft Windows Operating System.

- 5.16.5.2.** All Project documents, except drawings and presentation materials, shall be on letter sized paper. Absolutely no legal-sized paper shall be utilized or is allowed.

5.16.6. Project Schedule Other Requirements.

- 5.16.6.1.** The Project Schedule shall:

- a. have all Work coded and organized by WBS. An example of an acceptable WBS shall be provided, upon written request, by City to Design-Builder;
- b. reflect duration percent complete as the percent complete type;
- c. reflect fixed units as the duration type;
- d. include submittals with a logical tie to what each drives;
- e. add proposed Change Order(s) and those Change Order(s) shall be reflected on the Schedule as proposed Change Order(s). This task shall be linked to the schedule with logical ties and approved by City as evidenced by a Time Impact Analysis. Upon approval of a Change Order, a task shall be renamed and shall identify Work performed and Change Order number and resources shall be added to the task;
- f. only have constraints in accordance with the plans;
- g. include activity milestones for material delivery;

- h.** disallow default progress; and
- i.** include a detailed explanation in the Project narrative, if Work is performed out of sequence.

5.17. Project Schedule Joint Review and Acceptance.

- 5.17.1.** The Project Schedule and successive updates or revisions thereof are for Design-Builder's use in managing the Work. The Project Schedule is for the information of City and to demonstrate that Design-Builder has complied with requirements for planning the Work. City's acceptance of a Schedule and Schedule updates or revisions constitutes City's agreement to coordinate its own activities with Design-Builder's activities, as shown on the schedule.
- 5.17.2.** Within fourteen (14) days of receipt of Design-Builder's proposed Project Schedule, City shall evaluate the Schedule for compliance with this specification and notify Design-Builder of its findings. If City requests a revision or justification, Design-Builder shall provide satisfaction to City within seven (7) calendar days. If Design-Builder submits a Project Schedule for acceptance, based on a sequence of work not shown in the plans, then Design-Builder shall notify City in writing of said sequence of work, separate from the Schedule submittal.
- 5.17.3.** City's review and acceptance of Design-Builder's Project Schedule is only for conformance to the requirements of the Contract Documents. Review and acceptance by City of Design-Builder's Project Schedule does not relieve Design-Builder of any of its responsibility for the Project Schedule, Design-Builder's ability to meet interim milestone dates (if so specified) or meeting the Contract completion date, nor does such review and acceptance expressly or by implication warrant, acknowledge or admit the reasonableness of the logic, durations, manpower or equipment loading of Design-Builder's Project Schedule. In the event Design-Builder fails to define any element of Work, activity or logic and City's review does not detect this omission or error, such omission or error, when discovered by Design-Builder or City, shall be corrected by Design-Builder at the next monthly schedule update and shall not affect the Project or Contract completion date.
- 5.17.4.** Acceptance of the Project Schedule, or update and/or revision thereto, does not indicate any approval of Design-Builder's proposed sequences and duration.
- 5.17.5.** Acceptance by City of the Project Schedule or updated Project Schedule which exceeds contractual time does not alleviate Design-Builder from meeting the contractual completion date.
- 5.17.6.** Acceptance of a Project Schedule update or revision indicating early or late completion does not constitute City's consent to any changes, alter the terms of the Contract, waive either Design-Builder's responsibility for timely completion, or waive City's right to damages for Design-Builder's failure to do so.

- 5.17.7. Design-Builder's scheduled dates for completion of any activity or of the entire Work do not constitute a change in terms of the Contract. Change Orders are the only method of modifying the completion date(s) and Contract Times.
- 5.17.8. Submittal of a schedule, schedule revision or schedule update constitutes Design-Builder's representation to City, as of the date of the submittal, of the accurate depiction of all progress to date and that Design-Builder will follow the schedule as submitted in performing the Work.

5.18. Completion of Work.

- 5.18.1. Design-Builder is accountable for substantially completing the Work in the Contract Time or as otherwise amended by Change Order.
- 5.18.2. If, in the sole judgment of City, the Schedule update reflects Work is ten (10) or more days behind schedule and the rate of performance of Work is inadequate to regain scheduled progress to insure Design-Builder achieves, Substantial Completion in accordance with the Project Schedule, City may, at its sole option, give written notice to Design-Builder and direct Design-Builder, at Design-Builder's sole expense, to propose a plan to accelerate the Work so that the Work conforms to the Project Schedule previously agreed upon. Design-Builder may, but is not limited to, propose:
 - 5.18.2.1. increasing Project work forces;
 - 5.18.2.2. increasing Project equipment or tools;
 - 5.18.2.3. increasing the hours of work or number of shifts per day;
 - 5.18.2.4. expediting the delivery of Project materials;
 - 5.18.2.5. changing, with the approval of City, the schedule logic and Work sequences; or
 - 5.18.2.6. taking some other action as Design-Builder may proposes, if acceptable to City.
- 5.18.3. Within ten (10) calendar days after such notice from City, Design-Builder shall notify City in writing of the specific measures taken and plan to be undertaken to increase the rate of progress of Work on the Project. Design-Builder shall include an estimate as to the date of scheduled full progress recovery and an updated Project Schedule, illustrating Design-Builder's plan for achieving timely completion of Substantial Completion.
- 5.18.4. Should City deem Design-Builder's plan of action inadequate to achieve the desired acceleration to bring the Work back on the Project Schedule, and achieve Substantial Completion on time, City shall have the right to order Design-Builder, at Design-Builder's sole expense, to take any corrective measures City deems necessary to expedite the progress of Work including, without limitations:
 - 5.18.4.1. increasing work forces and hours, to include Design-Builder working additional shifts of overtime;

- 5.18.4.2.** supplying additional manpower, equipment and facilities;
 - 5.18.4.3.** re-sequencing the Work;
 - 5.18.4.4.** expediting the fabrication and supply of materials; and/or
 - 5.18.4.5.** other similar measures City may direct. (Hereafter (i) – (v) above collectively referred to as “Extraordinary Measures”.) Such Extraordinary Measures City directs shall continue until the progress of the Work complies with the milestone required by the Contract Documents.
- 5.18.5.** City’s right to require Extraordinary Measures solely is for the purpose of ensuring Substantial Completion of the Work are achieved within the Contract Time. Design-Builder shall not be entitled to an adjustment in the Contract Sum in connection with Extraordinary Measures required by City under or pursuant to this **Article 5.18**, except as may be provided under the provisions of **Article 6.2** herein.
- 5.18.6.** City may exercise the rights furnished under or pursuant to this **Article 5.18** as frequently as City deems necessary to ensure Design-Builder’s performance of the Work is in compliance with any milestone date or completion date set forth in the Contract Documents.
- 5.18.7.** If reasonably required by City, Design-Builder also shall prepare and furnish Project cash flow projections, manning data for critical activities, and schedules for the purchase and delivery of all critical equipment and material, together with periodic updating thereof.
- 5.18.8.** Design-Builder shall recommend to City a schedule for procurement of long-lead time items, which will constitute part of the Work as required to meet the Project Schedule.
- 5.19. Documents and Samples at the Site.**
- 5.19.1.** Design-Builder shall maintain, on the Site and for City, one (1) record copy of the Drawings, Specifications, Addenda, Change Orders and other Amendments, in good order and currently marked, to record field changes and selections made during construction, along with one (1) record copy of approved Shop Drawings, Product Data, samples and similar required submittals. These record copies shall be available to City and shall be delivered to City upon completion of the Work.
 - 5.19.2.** Design-Builder shall maintain, at all times, job records, including, but not limited to, invoices, payment records, payroll records, daily reports, logs, diaries and job meeting minutes applicable to the Project. Design-Builder shall make such reports and records available for inspection by City and/or its respective agents during normal business hours upon request by City.

5.20. Shop Drawings, Product Data, and Samples.

- 5.20.1.** Shop Drawings, product data, samples and similar submittals are not Contract Documents. The purpose of their submittals is to demonstrate, for those portions of the Work for which submittals are required by the Contract Documents, the way by which Design-Builder proposes to conform to the information given and the design concept expressed in the Contract Documents. Review by City is subject to the limitations of **Article 6.1.8** herein. Informational submittals, upon which City is not expected to take responsive action, may be so identified in the Contract Documents. Submittals which are not required by the Contract Documents may be returned by the City without action.
- 5.20.2.** Design-Builder shall review for compliance with the Contract Documents, approve and submit to City Shop Drawings, Product Data, samples and similar submittals required by the Contract Documents with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of City or of separate contractors. Submittals which are not marked as reviewed for compliance with the Contract Documents and approved by Design-Builder may be returned by City without action.
- 5.20.3.** By approving and submitting Shop Drawings, product data, samples and similar submittals, Design-Builder represents that it has determined and verified materials, field measurements and filed construction criteria related thereto, or will do so, and has checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents.
- 5.20.4.** Design-Builder shall perform no portion of the Work for which the Contract Documents require submittal and review of Shop Drawings, product data, samples or similar submittals until the respective submittal has been reviewed and approved by City. City shall review and return such submittals within ten (10) calendar days or within a reasonable period so as to not delay the project.
- 5.20.5.** The Work shall be in accordance with approved submittals, except that Design-Builder shall not be relieved of responsibility for deviations from requirements of the Contract Documents by City's approval of Shop Drawings, product data, samples or similar submittals unless Design-Builder specifically has informed City in writing of such deviation at the time of submittal and:
- 5.20.5.1.** City has given written approval of the specific deviation as a minor change in the Work; or
- 5.20.5.2.** Change Order or Field Work Directive has been issued authorizing the deviation. Design-Builder shall not be relieved of responsibility for errors or omissions in Shop Drawings, product data, samples or similar submittals by Design-Builder for City's approval.
- 5.20.6.** Design-Builder shall direct specific attention, in writing or on resubmitted Shop Drawings, product Data, samples or similar submittals, to revisions other than those

requested by City on previous submittals. In the absence of such written notice, City's approval of a resubmission shall not apply to such revisions.

- 5.20.7.** Design-Builder shall be required to provide professional services which constitute the practice of architecture or engineering as required by the Contract Documents for the Work and shall provide such services to carry out Design-Builder's responsibilities for design and construction means, methods, techniques, sequences and procedures. Design-Builder shall not be required to provide professional services in violation of applicable law. If professional design services or certifications by a design professional related to systems, materials or equipment specifically are required of Design-Builder by the Contract Documents, Design-Builder shall cause such services or certifications to be provided by a properly Texas-licensed design professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings and other submittals prepared by such professional. Shop Drawings and other submittals related to the Work designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to City. City shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications or approvals performed by such design professionals. Pursuant to this **Article 5.20** City will review, approve or take other appropriate action on submittals only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Design-Builder shall be responsible for the adequacy of the performance or design criteria required by the Contract Documents.

5.21. Use of Site.

- 5.21.1.** Design-Builder shall confine construction equipment, the storage of materials and equipment and the operations of workers to areas permitted by law, ordinances, permits or the requirements of the Contract Documents and shall not unreasonably encumber the premises with construction equipment or other materials or equipment.
- 5.21.2.** Design-Builder shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall Design-Builder subject any part of the Work or adjacent property to stresses or pressures that will endanger it.
- 5.21.3.** Design-Builder will abide by all applicable rules and regulations of City with respect to conduct, including smoking, parking of vehicles, security regulations and entry into adjacent facilities owned by City.
- 5.21.4.** Design-Builder shall provide access to residents and businesses affected by the construction of this Project to the greatest extent possible, including providing temporary base and asphalt as needed.
- 5.21.5.** Design-Builder shall erect and maintain on Site a Project Bulletin Board, accessible to all Design-Builder's Sub-Consultant and Subcontractor employees, upon which Design-Builder shall post and maintain, throughout the Project's duration, all employment and safety information required by law and shall include information

listing Design-Builder's bonding and insurance agencies/providers, to include agency contact names, address and telephone numbers.

- 5.21.6.** As applicable, City will have appropriate Temporary Bench Marks (TBM) and baselines (for both horizontal and vertical projects, as applicable) established. As of the date of the written Notice to Proceed, it is Design-Builder's responsibility to protect, preserve and reestablish (if required) the TBM and/or baselines. Construction staking and tolerances shall be in accordance with the "Manual of Practice for Land Surveying in the State of Texas Category 5" as that document may be amended, updated or supplanted.
- 5.21.7.** As applicable, Design-Builder shall layout its work from established baselines and TBM indicated on the drawings and shall be responsible for all measurements in connection with the layout. Design-Builder shall furnish, at its own expense, all stakes, templates, platforms, equipment, tools, materials and labor required to layout any part of the work. Design-Builder shall provide cut sheets to City's inspector seven (7) calendar days prior to construction of street and drainage work. Design-Builder shall establish the necessary offsets, hubs and guards marked showing control designation and offsets for San Antonio Water System (SAWS) Work, if present. Design-Builder shall provide cut sheets for improvements where Sewer profiles are provided for various phases of the project and cut sheets for Water profiles, if applicable. Design-Builder shall provide staking and preparation of cut sheets after receiving notice to proceed from City. If present, Design-Builder shall provide SAWS with cut sheets (7) calendar days prior to commencement of SAWS work. Design-Builder shall be responsible for maintaining and preserving baseline and TBM indicated on the drawings for duration of construction. If such marks are destroyed, Design-Builder shall replace them at its own expense. At the end of construction of the Project, Design-Builder shall provide City a grade certificate prepared by a Registered Professional Land Surveyor. This certificate shall state that the infrastructure is constructed in accordance to the construction documents or as approved by City and the Engineer of Record, which is noted on the record plan set.

5.22. Cutting and Patching.

- 5.22.1.** Design-Builder shall be responsible for all cutting, fitting or patching required to complete the Work or to make its parts fit together properly.
- 5.22.2.** Design-Builder shall not damage or endanger a portion of the Work or a fully or partially completed construction by either City or separate contractor by cutting, patching or otherwise altering such construction, or by excavation. Design-Builder shall not cut or otherwise alter such construction by City or a separate contractor except with written consent of City and, if City so designates, of such separate contractor and said consent shall not be unreasonably withheld. Design-Builder unreasonably shall not withhold from City or City's separate contractor Design-Builder's consent to cutting or otherwise altering the Work.
- 5.22.3.** Any part of the finished Work damaged by Design-Builder, either during installation or prior to achieving Substantial Completion of the Work (or such earlier date

established in **Article 11.9** herein, shall be repaired by Design-Builder so as to be equal in quality, appearance, serviceability and other respects to an undamaged item or part of the Work. Where this repair cannot be fully accomplished, the damaged item or part shall be replaced by Design-Builder.

5.23. Cleaning Up.

5.23.1. During the progress of the Work, Design-Builder shall keep the Project Site and surrounding area including, but not limited to, creeks, drainage channels, easements, private property, free from accumulations of waste materials, rubbish and other debris resulting from the Work. As applicable, Design-Builder shall clean, sweep, mop, brush and polish, as appropriate, the interior of the improvements and/or renovated areas including, but not limited to, any floors, carpeting, ducts, fixtures and ventilation units operated during construction, and shall clean exterior gutters, drainage, walkways, driveways and roofs of debris. If Design-Builder fails to clean up as provided in the Contract Documents, City may do so and all costs incurred by City shall be paid by Design-Builder.

5.23.2. Prior to Substantial Completion of the Work, Design-Builder shall remove all waste materials, rubbish and debris from and about the premises, as well as all tools, appliances, construction equipment and machinery and surplus materials, and shall leave the Site clean and ready for occupancy by City. As applicable, Design-Builder shall clean, sweep, mop, brush and polish, to City's satisfaction, the interior of the improvements and/or renovated areas including, but not limited to, any floors, carpeting, ducts, fixtures and ventilation units operated during construction, and shall clean exterior gutters, drainage, walkways, driveways and roofs of debris. Design-Builder shall restore to their original condition those portions of the Site not designated for alteration by the Contract Documents. If Design-Builder fails to clean up the premises as provided in the Contract Documents, City may do so and all costs incurred by City shall be paid by Design-Builder.

5.24. Access to Work.

Design-Builder shall provide City and City's representatives access to the Work in preparation and in progress, wherever located. City acknowledges that Design-Builder's applicable site access procedures must be followed prior to entering any construction site.

5.25. Patent Fees and Royalties.

Design-Builder shall pay all license fees and royalties and assume all costs incident to the use of such patent, copyright or other intellectual property in the performance of the Work or the incorporation therein of any invention, design, process, product or device which is the subject of patent rights or copyrights held by others. If a particular invention, design, process, product or device is specified in the Contract Documents for use in the performance of the Work and if to the actual knowledge of City its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights shall be disclosed by City in the Contract Documents.

5.26. Indemnity Provisions.

5.26.1. Design-Builder covenants and agrees to hold harmless and unconditionally indemnify, protect and defend City, its elected officials, employees, officers, directors, volunteers and representatives of City, individually or collectively, from and against any and all third party claims, demands, actions, liabilities, liens, losses, damages, costs and expenses, fees, fines, penalties, proceedings, actions, demands, causes of action, liability and suits of any kind and nature including, but not limited to, personal or bodily injury, death and property damage without limitation by enumeration the amount of any judgment, penalty, interest, court costs and reasonable legal fees incurred in connection with the same, or the defense thereof, for or in connection with loss of life or personal injury (including employees of Design-Builder and of City) damage to property (other than the Work itself and including property of Design-Builder and of City), made upon City directly or indirectly arising out of, resulting from or related to Design-Builder's activities under this Agreement, to the extent caused by any negligent acts or omissions of Design-Builder, its agents, officers, directors, representatives, servants, employees, Sub-Consultants or its Subcontractors of Design-Builder and their respective agents, officers, directors, representatives, servants, employees, Sub-Consultants and/or Subcontractors in connection with the Work to be performed, services to be rendered or materials to be furnished under this Contract. Notwithstanding anything to the contrary included herein, in no event shall Design-Builder be liable for claims arising out of accidents resulting from the sole negligence of City, all without, however, waiving any governmental immunity available to City under Texas Law and without waiving any defenses of the parties under Texas Law.

5.26.2. Design-Builder verbally shall notify City within twenty-four (24) hours of any demand or potential claim by a third party against City or Design-Builder for personal injury or property damage related to or arising out of Design-Builder's activities under this Agreement. Design-Builder shall notify City in writing within five (5) calendar days of any demand by a third party against City or Design-Builder for personal injury or property damage related to or arising out of Design-Builder's activities under this Agreement. Design-Builder shall see to the investigation and defense of such demand at Design-Builder's cost. City shall have the right, at its option and at its own expense, to participate in such defense without relieving Design-Builder of any of its obligations under this **Article 5.26.**

5.26.3. Defense Counsel.

City shall have the right to approve defense counsel, of which approval shall not be unreasonably withheld, to be retained by Design-Builder in fulfilling its obligation hereunder to defend and indemnify City, unless such right is expressly waived by City in writing. Design-Builder shall retain City-approved defense counsel within ten (10) calendar days of City's written notice that City is invoking its right to Indemnification under this Contract. If Design-Builder fails to retain counsel within such time period, City shall have the right to retain defense counsel on its own behalf and Design-Builder shall be liable for all costs incurred by City. City also shall have

the right, at its option, to be represented by advisory council of its own selection and at its own expense, without waiving the foregoing.

5.26.4. Intellectual Property Indemnification.

Design-Builder shall protect, indemnify, and defend and/or handle at its own cost and expense any claim or action against City, its elected officials, employees, officers, directors, volunteers and representatives of City, individually or collectively, for infringement of any United States Patent, copyright or similar property right including, but not limited to, misappropriation of trade secrets and any infringement by Design-Builder and its employee or its subcontractors and their agents, servants and employees, based on any deliverable or any other materials furnished hereunder by Design-Builder and used by either City or Design-Builder within the scope of this Agreement (unless said infringement results directly from Design-Builder's compliance with City's written standards or specifications). Design-Builder does not warrant against infringement by reason of City's or City's design of articles or their use in combination with other materials or in the operation of any process. Design-Builder shall have the sole right to conduct the defense of any such claim or action and all negotiations for its settlement or compromise, unless otherwise mutually agreed upon, expressed in writing and signed by the parties hereto. Design-Builder agrees to consult with City's City Attorney during such defense or negotiations and make good faith efforts to avoid any position adverse to the interest of City. City will make available to Design-Builder any deliverables and/or works made for hire by Design-Builder necessary to the defense of Design-Builder against any claim of infringement for the duration of Design-Builder's legal defense.

5.26.5. If such infringement claim or action has occurred or, in Design-Builder's judgment, is likely to occur, City shall allow Design-Builder, at Design-Builder's option and expense, (unless such infringement results directly from Design-Builder's compliance with City's written standards or specifications or by reason of City's design of articles or their use in combination with other materials or in the operation of any process for which the City shall be liable) to either:

- 5.26.5.1.** procure for City the right to continue using said deliverable and/or materials;
- 5.26.5.2.** modify such deliverable and/or materials to become non-infringing (provided that such modification does not adversely affect City's intended use of the deliverable and/or materials as contemplated hereunder);
- 5.26.5.3.** replace said deliverable and/or materials with an equally suitable, compatible and functionally equivalent non-infringing deliverable and/or materials at no additional charge to City; or
- 5.26.5.4.** if none of the foregoing alternatives is reasonably available to Design-Builder, upon written request, City shall return the deliverable and/or materials in question to Design-Builder and Design-Builder shall refund all monies paid by City, with

respect to such deliverable and/or materials, and accept return of same. If any such cure provided for in this **Article 5.26** shall fail to satisfy the third-party claimant, these actions shall not relieve Design-Builder from its defense and indemnity obligations set forth in this **Article 5.26**.

5.26.6. The indemnification obligations under this **Article 5.26** shall not be limited in any way by the limits of any insurance coverage or any limitation on the amount or type of damages, compensation, or benefits payable by, for or to Design-Builder or any subcontractor, supplier or any other individual or entity under any insurance policy, workers' compensation acts, disability benefit acts or other employee benefits acts.

5.26.7. Worker Safety.

The Indemnification hereunder shall include, without limiting the generality of the foregoing, liability which could arise to City, its agents, consultants and/or representatives pursuant to State statutes for the safety of workers and, in addition, all Federal statutes and rules existing there under for protection, occupational safety and health to workers. It is agreed that the primary obligation of Design-Builder is to comply with these statutes in the performance by Design-Builder of the Work and that the obligations of City, its agents, consultants and representatives under said statutes are secondary to that of Design-Builder.

5.26.8. The indemnities contained herein shall survive the termination of this Contract for any reason whatsoever.

5.26.9. The provisions of this **Article 5.26** solely are for the benefit of the parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity.

5.27. Representations and Warranties.

Design-Builder represents and warrants to City (in addition to the other representations and warranties contained in the Contract Documents), as an inducement to City to execute this Contract, which representations and warranties shall survive the execution and delivery of the Contract and the final completion of the Work, that Design-Builder:

5.27.1. is thoroughly familiar with and understands the requirements of the Work and is experienced in the design, administration and construction of building projects of the type and scope of Work contemplated by and for the Project

5.27.2. is financially solvent, able to pay its debts as they mature and possessed of sufficient working capital to complete the Work and perform its obligations under the Contract Documents;

5.27.3. is able to furnish the plant, tools, materials, supplies, equipment and labor required to complete the Work and perform its obligations hereunder and has sufficient experience and competence to do so;

- 5.27.4. is authorized to do business in the State of Texas and is properly licensed by all necessary governmental, public and quasi-public authorities having jurisdiction over it, over the Work and over the site of the Project;
- 5.27.5. is acting within its duly authorized powers to execute this Contract and execute the performance and obligations thereof; and
- 5.27.6. its duly authorized representative(s) has visited the Site of the Work, familiarized itself with the local conditions under which the Work is to be performed and correlated its observations with the requirements of the Contract Documents.

5.28. Business Standards.

Design-Builder, in performing its obligations under this Contract, shall establish and maintain appropriate business standards, procedures and controls, including those necessary to avoid any real or apparent impropriety or adverse impact on the interest of City or affiliates. Design-Builder shall review with City, at a reasonable frequency during the performance of the Work hereunder, such business standards and procedures including, without limitation, those related to the activities of Design-Builder's employees and agents, sub-consultants, Sub-Contractors and their respective employees and agents in their relations with City's employees, agents, representatives, vendors, subcontractors, other third parties and those relating to the placement and administration of purchase orders and subcontracts.

END OF ARTICLE 5

ARTICLE 6 ADMINISTRATION OF THE CONTRACT

6.1. Roles in Administration of the Contract.

- 6.1.1. City shall provide administration of the Contract as described in the Contract Documents, and City, City's CDR or consultant will represent City:
 - 6.1.1.1. During construction;
 - 6.1.1.2. Until final payment is due; and
 - 6.1.1.3. From time to time during the one-year period for correction of Work described in **Article 14.3.**
 - 6.1.1.4. Only CDR and/or consultant(s) shall have authority to act on behalf of City to the extent provided in the Contract Documents, unless otherwise modified in writing by City in accordance with other provisions of the Contract Documents.
- 6.1.2. City's instruction to Design-Builder may be issued through the CDR or City's consultant(s) and City reserves the right to issue instructions directly to Design-

Builder. Design-Builder understands that City may modify the authority of City's representatives as provided in the terms of its contractual relationship with City's representatives and City shall, in such event, be vested with powers formerly exercised by such City's representatives. Nothing herein shall authorize independent agreements between Design-Builder and such City's representatives, nor shall City's representatives be deemed to have a legal relationship with Design-Builder.

- 6.1.3.** Neither City nor City's representatives shall have control over, charge of nor be responsible for the construction means, methods or techniques, or for the safety precautions and programs in connection with the Work, since these are solely Design-Builder's rights and responsibilities under the Contract Documents. Sequencing and procedures will be coordinated and agreed upon by City and Design-Builder but will remain the responsibility of Design-Builder for implementation.
- 6.1.4.** City shall not be responsible for Design-Builder's failure to perform the Work in a good and workmanlike manner, and in accordance with the requirements of the Contract Documents, and in accordance with all applicable City of San Antonio codes and ordinances, as amended, and all applicable State of Texas and Federal laws, rules and regulations, as amended. City will not have control over, charge of and will not be responsible for acts or omissions of Design-Builder, sub-consultants, Subcontractors, their respective agents, employees or any other persons or entities performing portions of the Work.
- 6.1.5.** Communications by Design-Builder with City's consultants shall be through City. Communications by and with Design-Builder's Subcontractors, sub-consultants and material suppliers shall be through Design-Builder. All communications by and with City's separate contractors, if any, shall be through City.
- 6.1.6.** City shall review, approve or take other appropriate action upon Design-Builder's submittals, such as Shop Drawings, product data and samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. City will perform these reviews in a timely fashion so as to not delay the Work. City will respond to submittals, such as Shop Drawings, product data and samples, pursuant to the procedures set forth in the Project Specifications. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of equipment or systems, all of which remain the responsibility of Design-Builder as required by the Contract Documents. City's review of Design-Builder's submittals shall not relieve the Design-Builder of the obligations under **Article 5** herein. City's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by City, any construction means, methods, techniques, sequences or procedures. City's approval of a specific item shall not indicate approval of an assembly of which the item is a component.
- 6.1.7.** Upon written request of Design-Builder, City will issue its interpretation of the requirements of the plans and specifications. City's response to such requests shall be made in writing within a time limit agreed upon or otherwise with reasonable promptness. If no agreement is made concerning the time within which interpretations required of City shall be furnished in compliance with this **Article**

6.1, then no delay will be recognized on account of any failure by City to furnish such interpretations except for actual substantiated delays, for which Design-Builder is not responsible, occurring more than fifteen (15) calendar days after written request is made for the interpretations.

6.1.8. Interpretations and decisions of City will be consistent with the intent of and reasonably inferable from the Contract Documents and will be in writing or in the form of drawings.

6.1.9. Design-Builder's decisions on matters relating to aesthetic effect will be final if consistent with the intent expressed in the Contract Documents and not expressly overruled in writing by City.

6.2. Claims and Disputes.

6.2.1. Except as contemplated by **Article 10.2**, every Claim of Design-Builder, whether for additional compensation, additional time or other relief including, but not limited to, claims arising from concealed conditions, shall be signed and sworn to by an authorized corporate officer (if not a corporation, then an official of the company authorized to bind Design-Builder by his/her signature) of Design-Builder, verifying the truth and accuracy of the Claim. The responsibility to substantiate a Claim shall rest with the Party making the Claim.

6.2.2. Time Limit on Claims Notifications and Submittals.

Except for those claims resulting from unusually severe weather, addressed herein, Design-Builder claim notifications must be submitted within (10) calendar days after Design-Builder knew or should have known of the event giving rise to such Claim. Claim notifications by Design-Builder must be submitted by written notice to City. Claims by City must be submitted by written notice to Design-Builder. Failure by Design-Builder to submit written Claim notification within the required time limit shall constitute a waiver of such claim. The complete Claim submittal must be submitted to City fourteen (14) calendar days after the resolution of the claimed impact to the work. Failure by Design-Builder to submit the complete Claim submittal within the required time limit shall constitute a waiver of such claim.

6.2.3. Continuing Contract Performance.

Pending final resolution of a Claim, except as otherwise agreed in writing or as provided in **Article 10.2**, **Article 11.7** and **Article 16** herein, Design-Builder shall proceed diligently with performance of the Contract and City shall continue to make payments in accordance with the Contract Documents.

6.2.4. Claims for Concealed or Unknown Conditions.

If conditions are encountered at the Site which either are subsurface or otherwise concealed physical conditions which were not known to Design-Builder and which differ materially from those indicated in the Contract Documents or the reports of

investigations and tests of subsurface and latent physical conditions provided by City to Design-Builder, prior to the preparation by Design-Builder of its bid and referred to above, or are unknown physical conditions of an unusual nature, which differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents in the general vicinity of the Project site, then Design-Builder promptly shall notify City of such conditions before conditions are disturbed and no more than five (5) work days after first observation of the conditions. Upon notification by Design-Builder, City promptly shall investigate such conditions. If City and Design-Builder cannot agree on an adjustment to the Contract Sum or Contract Time, the adjustment shall be subject to dispute resolution pursuant to **Article 6.4** herein.

6.2.5. Claims for Additional Cost.

If Design-Builder wishes to make a Claim for an increase in the Contract Sum, written notice as provided in this **Article 6.2.5** shall be given to City before proceeding to execute the Work, provided that prior notice is not required for Claims relating to an emergency endangering life or property. Design-Builder shall file a Claim in accordance with this **Article 6.2.5** if it believes additional cost is involved for reasons including, but not limited to:

- 6.2.5.1.** a written interpretation from City;
- 6.2.5.2.** an order by City to stop the Work where Design-Builder was not at fault;
- 6.2.5.3.** a written order for a minor change in the Work issued by City;
- 6.2.5.4.** failure of payment by City;
- 6.2.5.5.** termination of the Contract by City for convenience;
- 6.2.5.6.** suspension of the Contract by City;
- 6.2.5.7.** City's separate consultants or contractors;
- 6.2.5.8.** Act of God or other force majeure events exceeding an aggregate of 15 days;
- 6.2.5.9.** change in applicable law;
- 6.2.5.10.** concealed or differing conditions; or
- 6.2.5.11.** other reasonable grounds.

6.2.6. Claims for Additional Time.

Time Impact Analysis. If Design-Builder wishes to make Claim for an increase in the Contract Time, Design-Builder shall provide written notice to Owner upon the occurrence of an impact that may justify an extension of contract time and/or adjustment of milestone dates. Said notice shall be made by Design-Builder in

writing, no later than fourteen (14) calendar days after the commencement of the impact giving rise to delay. Failure to provide such written notice within fourteen (14) calendar days of the commencement of the impact shall waive Design-Builder's right to subsequently request a time extension, or to recover days or compensation for the delay.

6.2.6.1. Once Design-Builder provides Owner written of notice the occurrence of an impact that may justify an extension of contract time and/or adjustment of milestone dates, Design-Builder shall:

- a.** Within fourteen (14) calendar days of submitting the aforementioned notice, provide a project schedule update of the status immediately prior to the impact occurrence and predict the effect of the impact on the most recent project schedule for every critical path activity. This requires estimating the duration of the impact and inserting the impact into the schedule update, to the extent such impact can be estimated. Design-Builder shall note any other changes made to the schedule including modifications to the calendars or constraints; and
- b.** For the duration of the impacting event, track the effects of the impact on the schedule during its occurrence. Design-Builder shall note any changes in sequencing and mitigation efforts.

6.2.6.2. Within twenty-one (21) calendar days after the end of the impacting event, Design- Builder shall submit electronically, in conformance with the Owner's scheduling software, a Time Impact Analysis. The end of an impacting event shall be determined by the recommencing of Work on the particular portion of Work initially impacted, regardless of whether the cause of the event may result in subsequent additional impacts to other portions of the Work. Each separate impact on the Project Schedule that has definitive start date and a date that Work recommences shall be treated as a separate occurrence regardless of whether the underlying cause of the event may result in additional schedule impacts at a subsequent time. Failure to provide a Time Impact Analysis within twenty-one (21) calendar days after the end of the impacting event shall waive Design-Builder's right to subsequently request a time extension or to recover days or compensation for the delay.

6.2.6.3. The Time Impact Analysis shall:

- a.** Compare the status of the affected critical path activities prior to the impact to the status of the affected critical path activities during the impact and after the conclusion of the impact. If an impact causes a lack of access to a portion of the Project, the effects of the impact may extend to include a reasonable period for remobilization; and
- b.** Provide a report detailing the impact on the Project Schedule and the requested time extension resulting from the impact.

- 6.2.6.4.** Approval or rejection of each Time Impact Analysis by Owner shall be made within twenty-one (21) calendar days after receipt of such Time Impact Analysis by Owner, unless subsequent meetings and negotiations are necessary.
- 6.2.6.5.** Design-Builder shall be entitled to an extension of the Contract Time for delays or disruptions to the Project's critical path due to unusually severe weather in excess of that normally experienced at the job site, as determined from Baseline Seasonal weather conditions incorporated into the Design-Builder's project schedule using Table 5.1 in **Article 5.11.6.4**. In the event that such unusually severe weather in excess of that normally experienced at the job site impacts the Project's critical path causing a delay in substantial completion, as evidenced by a Time Impact Analysis, Design-Builder shall be entitled to an increase in General Conditions proportionate to the delay and direct site costs reasonably and necessarily incurred as a result of such weather and that are not otherwise compensated by Builder's Risk Insurance. With regard to Vertical projects with City, requests for an extension of time, pursuant to this **Article 6.2.6**, shall include a Time Impact Analysis as set out in this **Article 6.2.6**. With regard to Horizontal projects with City, upon Design-Builder reaching Substantial Completion, City and Design-Builder shall implement the following process to review and determine inclement weather days that impacted the critical path of the project.
- a.** Through its on-site Project Inspector, City and Design-Builder shall discuss inclement weather days after potential inclement weather events during each two-week period and tally the events before each construction progress meeting.
 - b.** Conclusion regarding the amount of inclement weather days will be documented in the meeting minutes and posted on PrimeLink.
 - c.** All inclement weather days will be totaled when the project reaches Substantial Completion from the Time Impact Analysis and from the documented conclusions in the construction progress meeting minutes.
 - d.** The total inclement weather days counted by the previous steps for the project will be subtracted by the number of inclement weather days already factored into the project from the Table 5.1 provided in **Article 5.11**.
- 6.2.6.6.** Only actual inclement weather days in excess of the cumulative inclement weather days provided in the table will be considered for a time extension. No time extension granted to Design-Builder for either Vertical or Horizontal projects under **Article 6.2.6** shall increase the Cost of Work.

6.2.7. Injury or Damage to Person or Property.

If either party to the Contract suffers injury or damage to person or property because of an act or omission of the other party or an act or omission of others for whose acts such party legally is responsible (including, with respect to City, the acts or omissions of City's separate consultants and contractors), written notice of such injury or

damage, whether or not insured, shall be given to the other Party within a reasonable time not exceeding three (3) calendar days after the discovery of the injury or damage. The written notice shall provide sufficient detail to enable the other Party to investigate the injury or damage.

6.2.8. Change in Unit Prices.

As applicable, if unit prices are stated in the Contract Documents or subsequently agreed upon by City and Design-Builder and if quantities originally contemplated are materially changed in a proposed Change Order or Field Work Directive so that application of such unit prices to quantities of Work proposed will cause substantial inequity to City or Design-Builder, the applicable unit prices shall be equitably adjusted.

6.2.9. Claims for Damages.

In calculating the amount of any Claim or any measure of damages for breach of contract (such provision to survive any termination following such breach), the following standards will apply to claims by Design-Builder:

- 6.2.9.4.** No recovery shall be based on a comparison of planned expenditures to total actual expenditures, on estimated losses of labor efficiency, on a comparison of planned procurement of appropriate personnel to actual procurement of appropriate personnel or on any other similar analysis that is used to show total cost or other damages.
- 6.2.9.5.** The maximum amount of any recovery for delay, to the extent damages for delay are not otherwise disallowed by the terms of the Contract Documents, shall be as is provided in **Article 6.2.6** herein unless otherwise provided in the Contract Documents.
- 6.2.9.6.** No damages will be allowed for home office overhead or other home office charges or any Eichleay formula calculation, except or unless as expressly authorized by the Contract Documents.
- 6.2.9.7.** No profit will be allowed on any damage claim, except for profit on actual Work performed in accordance with the terms and conditions of the Contract not previously paid for by City or unless as expressly authorized by the Contract Documents.

6.2.10. Subcontractor Pass-Through Claims.

In the event any Sub-consultant or Subcontractor of Design-Builder asserts a claim to Design-Builder that Design-Builder seeks to pass through to City under the Contract Documents, any entitlement to submit and assert the claim as to City shall be subject to the requirements of **Article 6.2** herein of these General Conditions; and the following additional four (4) requirements listed below, all four of said

additional requirements shall be conditions precedent to the entitlement of Design-Builder to seek and assert such claim against City.

- 6.2.10.4.** Design-Builder shall have direct legal liability as a matter of contract, common law, or statutory law to the subcontractor for the claim that the subcontractor is asserting.
- 6.2.10.5.** Design-Builder shall have entered into a written liquidating agreement with the sub-consultant or subcontractor, prior to the claim's occurrence, under which Design-Builder has agreed to be legally responsible to the sub-consultant or subcontractor for pursuing the assertion of such claim against City under said Contract and for paying to the sub-consultant or subcontractor any amount that may be recovered, less Design-Builder's included markup (subject to the limits in the Contract Documents for any markup). The liability or responsibilities shall be identified in writing by Design-Builder to City at the time such claim is submitted to City and a copy of any liquidating agreement shall be included by Design-Builder in the claim submittal materials.
- 6.2.10.6.** Design-Builder shall have reviewed the claim of the sub-consultant or subcontractor prior to its submittal to City and shall independently have evaluated such claim in good faith to determine the extent to which the claim is believed in good faith to be valid. Design-Builder shall inform City that Design-Builder has made a review, evaluation and determination that the Claim is made in good faith and is believed to be valid.
- 6.2.10.7.** Sub-consultant or Subcontractor making the Claim to Design-Builder shall certify to both Design-Builder and City that it has compiled, reviewed and evaluated the merits of such claim and that the claim is believed in good faith by the subcontractor to be valid. A copy of the certification by the subcontractor shall be included by Design-Builder in the claim submittal materials.
- 6.2.10.8.** Any failure of Design-Builder to comply with any of the foregoing requirements and conditions precedent with regard to any such Claim shall constitute a waiver of any entitlement to submit or pursue such Claim.
- 6.2.10.9.** Receipt and review of a Claim by City under this **Article 6.2** shall not be construed as a waiver of any defenses to the claim available to City under the Contract Documents or at law.
- 6.2.11. City's Right to Order Acceleration and to Deny Claimed and Appropriate Time Extensions, in whole or in Part.**

Design-Builder acknowledges and agrees that meeting Substantial Completion of the Work by or before the scheduled completion date are of substantial importance to City. The following provisions, therefore, will apply:

- 6.2.11.1.** If Design-Builder falls behind the approved construction schedule for whatever reason, City shall have the right, in City's sole discretion, to order Design-Builder

to develop a schedule recovery plan to alter its work sequences or to otherwise accelerate its progress in such a manner as to achieve the Substantial Completion on or before the Contract Time completion date or such other date as City reasonably may direct. Upon receipt, Design-Builder shall take any and all action necessary to comply with City's order. In such event, any possible right, if any, of Design-Builder to additional compensation for any acceleration shall be subject to the terms of **Article 6.2.11**.

6.2.11.2. Design-Builder shall proceed to prosecute the Work in such a manner as to achieve Substantial Completion on or before the then existing scheduled completion date. If Design-Builder fails to develop a schedule recovery plan or fails to initiate or proceed with work in accordance with such schedule recovery plan, City shall have the right to order Design-Builder to exercise commercially reasonable efforts to achieve Substantial Completion on or before the contractual date established. If, after initiating good faith acceleration efforts and it is shown, through no fault of Design-Builder, Design-Builder fell behind on the approved construction schedule and Design-Builder is still unable to achieve Substantial Completion with the originally scheduled Contract Time, City shall not be entitled to Liquidated Damages.

6.2.11.3. If City orders Design-Builder to accelerate the Work under **Article 6.2.11** herein, and Design-Builder would have been entitled to a time extension for a reason specifically allowed under the Contract Documents for an amount of time that would have justified approval by City if not for the need and right to complete the Project within the stipulated period, Design-Builder may initiate a claim for schedule recovery or acceleration costs pursuant to **Article 6.2.11**. Any resulting claim for these costs properly initiated by Design-Builder under **Article 6.2.11** shall be limited to those reasonable and documented direct costs of labor, materials, equipment and supervision solely and directly attributable to the actual recovery or acceleration activity necessary to bring the Work back within the then existing approved construction schedule. These direct costs include, but are not limited to, the premium portion of overtime pay for additional crew, shift, or equipment costs, if requested in advance by Design-Builder and approved in writing by City. A percentage markup for the prorated cost of premium on the existing performance and payment bonds and required insurance, profit and field overhead, not to exceed the markups permitted by this Contract, will be allowed on the claimed costs. No other markup for profit, overhead (including, but not limited to, home office overhead) or any other cost will be allowed on any acceleration claim. City shall not be liable for any costs related to an acceleration claim other than those described in this **Article 6.2.11**.

6.2.12. No Waiver of Governmental Immunity.

Nothing in this contract shall be construed to waive City's Governmental Immunity from a lawsuit, which Immunity is expressly retained to the extent it is not clearly and unambiguously waived by State law.

6.3. Resolution of Claims and Disputes.

- 6.3.1.** Claims by Design-Builder against City, not including Claims by City against Design-Builder alleging an error or omission by Design-Builder and Claims arising under **Article 12**, initially shall be referred to City in writing for review and recommendation.
- 6.3.2.** An initial recommendation by City shall be required as a condition precedent to mediation or litigation of all Claims by Design-Builder arising prior to the date final payment is due, unless thirty (30) calendar days have passed after the Claim has been referred to City with no recommendation having been rendered by City.
- 6.3.3.** City shall review Claims by Design-Builder and, within ten (10) work days of receipt of the Claim, take one or more of the following actions:
- 6.3.3.1.** request additional supporting data from Design-Builder;
 - 6.3.3.2.** issue an initial recommendation;
 - 6.3.3.3.** suggest a compromise; or
- 6.3.4.** advise Design-Builder that City is unable to issue an initial recommendation, due to a lack of sufficient information.
- 6.3.5.** Following receipt of City's initial recommendation regarding a Claim, City and Design-Builder shall attempt to reach an agreement as to any adjustment to the Contract Sum and/or Contract Time. If no agreement is reached, either party may request mediation of the dispute pursuant to **Article 6.4** herein.
- 6.3.6.** If City requests Design-Builder to provide additional supporting data, Design-Builder either shall provide a response to the request for supporting data and advise City when the response or supporting data will be furnished or advise City that no response of supporting data will be furnished.
- 6.3.7.** With receipt of all information requested by City, City shall review the Claim and all received information within ten (10) calendar days of receipt of the information and shall take one of the following actions:
- 6.3.7.1.** issue a recommendation;
 - 6.3.7.2.** suggest a compromise; or
 - 6.3.7.3.** advise the parties City is unable to issue a recommendation due to lack information or conflict of interest.
- 6.3.8.** Upon City's action or inaction, the Parties may agree to accept recommendations made by either Party or may request mediation of the dispute pursuant to **Article 6.4**.

6.3.9. Waiver of Lien.

It is understood that, by virtue of this Contract, no mechanic, contractor, consultant, sub-consultant, supplier, artisan or laborer, whether skilled or unskilled, ever shall, in any manner, have a claim or acquire any lien upon the building or any of the improvements of whatever nature or kind so erected or to be erected by virtue of this Contract, nor upon any of the land upon which said building or any of the improvements are so erected, built or situated.

6.4. Alternative Dispute Resolution.**6.4.1. Continuation of Work Pending Dispute Resolution.**

Each party is required to continue to perform its obligations under this Contract pending final resolution of any dispute arising out of or relating to this Contract, unless it would be impossible or impracticable under the circumstances then present.

6.4.2. Requirement for Senior Level Negotiations.

Before invoking mediation or any other alternative dispute process set forth herein, the parties to this Contract agree that they first shall try to resolve any dispute arising out of or related to this Contract through discussions directly between those senior management representatives within their respective organizations who have overall managerial responsibility for similar projects. This step shall be a condition precedent to use of any other alternative dispute resolution process. If the parties' senior management representatives cannot resolve the dispute within thirty (30) calendar days after a party delivers a written notice of such dispute, then the parties shall proceed with the alternative dispute resolution process contained herein, including mediation and/or litigation. All negotiations pursuant to this **Article 6.4.2** are confidential and shall be treated as compromise and settlement negotiations for purposes of applicable rules of evidence.

6.4.3. Mediation.

In the event that City or Design-Builder contend that the other has committed a material breach of this Contract, or the Parties cannot reach a resolution of a claim or dispute, as a condition preceding to filing a lawsuit either party shall request mediation of the dispute.

6.4.3.1. Request for mediation shall be in writing, and shall request that the mediation commence not less than thirty (30) or more than ninety (90) calendar days following the date of the request, except upon agreement of both parties.

6.4.3.2. In the event City and Design-Builder are unable to agree to a date for the mediation or to the identity of the mediator(s) within thirty (30) calendar days following the date of the request for mediation, all conditions precedent in this **Article 6.4.3.2** shall be deemed to have occurred.

- 6.4.3.3.** The parties shall share the mediator's fee and any mediation filing fees equally. Venue for any mediation or lawsuit arising under this Contract shall be in Bexar County, Texas. Any agreement reached in mediation shall be enforceable as a settlement agreement in any court having jurisdiction thereof. No provision of this Contract shall waive any immunity or defense. No provision of this Contract is consent to a suit.

END OF ARTICLE 6

ARTICLE 7 SUBCONTRACTORS

7.1. Award of Subcontracts and Other Contracts for Portions of the Work.

- 7.1.1.** Design-Builder shall, prior to entering into an agreement with a sub-consultant or Subcontractor, notify City in writing of the names of all proposed sub-consultant and first-tier Subcontractors for the Work.
- 7.1.2.** Design-Builder shall not employ any sub-consultant, Subcontractor or other person or organization (including those who are to furnish the principal items of materials or equipment), whether initially or as a substitute, against whom City may have reasonable objection. A sub-consultant, Subcontractor or other person or organization identified in writing to City, prior to the Notice of Award and not objected to in writing by City prior to the Notice of Award, will be deemed acceptable to City. Acceptance of any sub-consultant or Subcontractor, other person or organization by City shall not constitute a waiver of any right of City to reject defective Work. If City, after due investigation, has reasonable objection to any sub-consultant, Subcontractor, other person or organization proposed by Design-Builder after the Notice of Award, Design-Builder will be required to submit an acceptable substitute. Design-Builder shall not be required to employ any Sub-consultant, Subcontractor, other person or organization against whom Design-Builder has reasonable objection.
- 7.1.3.** Design-Builder fully shall be responsible to City for all acts and omissions of its sub-consultants, Subcontractors, persons and organizations directly or indirectly employed by them and persons and organizations whose acts any of them may be liable to the same extent that Design-Builder is responsible for the acts and omissions of persons directly employed by Design-Builder. Nothing in the Contract Documents shall create any contractual relationship between City and any sub-consultant, Subcontractor or other persons or organizations having a direct contract with Design-Builder, nor shall it create any obligation on the part of City to pay or to see to the payment of any moneys due any sub-consultant, Subcontractor or other person or organization, except as may otherwise be required by law. City may furnish to any sub-consultant, Subcontractor or other person or organization, to the extent practicable, evidence of amounts paid to Design-Builder on account of specific Work done.

7.1.4. The divisions and sections of the Specifications and the identifications of any Drawings shall not control Design-Builder in dividing the Work among sub-consultants and/or Subcontractors or delineating the Work to be performed by any specific trade.

7.1.5. All Work performed for Design-Builder by a sub-consultant or Subcontractor will be pursuant to an appropriate agreement between Design-Builder and sub-consultant or Subcontractor and which specifically binds sub-consultant and/or Subcontractor to the applicable terms and conditions of the Contract Documents for the benefit of City.

7.2. SBEDA/DBE Reporting and Auditing.

During the term of the contract, Design-Builder must report the actual payments to all SBEDA or DBE (as applicable) sub-consultants, Subcontractors and suppliers in the time intervals and format prescribed by City. City reserves the right, at any time during the term of this Contract, to request additional information, documentation or verification of payments made to such sub-consultants, Subcontractors and/or suppliers in connection with this Contract. Verification of amounts being reported may take the form of requesting copies of canceled checks paid to SBEDA or DBE Subcontractors and suppliers and/or confirmation inquiries directly to the SBEDA or DBE participants. Proof of payments, such as copies of canceled checks, properly must identify the Project name or Project number to substantiate a SBEDA or DBE payment for the Project.

7.3. Small Business Subcontractor Substitutions.

Design-Builder shall reference SBEDA or DBE requirements in the Project's Supplementary Conditions for Substitution of Subcontractors. Failure to follow such procedures is an event of default by Design-Builder under its Contract and may be grounds for termination.

7.4. Sub-Consultant/Sub-Contractual Relations.

By appropriate agreement, written where legally required for validity, Design-Builder shall require each sub-consultant and Subcontractor, to the extent of the Work to be performed by each, to be bound to the Design-Builder by terms of the Contract Documents and to assume toward Design-Builder all the obligations and responsibilities, including the responsibility for safety of sub-consultant and Subcontractor's Work, which Design-Builder, by these Documents, assumes toward City. Each sub-consultant and Subcontractor agreement shall preserve and protect the rights of City under the Contract Documents, with respect to the Work to be performed by Subcontractor, so that sub-consulting and/or subcontracting thereof will not prejudice such rights. Where appropriate, Design-Builder shall require each sub-consultant and Subcontractor to enter into similar agreements with Sub-sub-consultants and Sub-Subcontractors. Design-Builder shall make available to each proposed sub-consultant and Subcontractor, prior to the execution of the subcontract agreement, copies of the Contract Documents to which sub-consultants and Subcontractor

will be bound. sub-consultants and Subcontractors similarly will make copies of applicable portions of such documents available to their respective proposed Sub-sub-consultants Sub-Subcontractors.

7.5. Contingent Assignment of Subcontracts.

Each Subcontractor agreement for a portion of the Work that is assigned by Design-Builder to City shall provide:

- 7.5.1.** An assignment is effective only after termination of the Contract by City and only for those subcontract agreements which City accepts by notifying sub-consultant, Subcontractor and Design-Builder in writing; and
- 7.5.2.** An assignment is subject to the prior rights of the Surety, if any, obligated under bond relating to the Contract.
- 7.5.3.** Upon such assignment, if the Work has been suspended for more than thirty (30) calendar days, sub-consultant's and Subcontractor's compensation equally shall be adjusted for increase in cost resulting from the suspension.

END OF ARTICLE 7

ARTICLE 8 CONSTRUCTION BY CITY OR BY SEPARATE CONTRACTS

8.1. City's Right to Perform Construction and to Award Separate Contracts.

- 8.1.1.** City reserves the right to perform construction or operations related to the Project with City's own forces and to award separate contracts in connection with other portions of the Project or other construction or operations on the site under conditions of the Contract identical or substantially similar to these conditions. If Design-Builder claims a delay or additional cost because of such action by City, Design-Builder shall make such Claim as provided in **Article 6.2** herein.
- 8.1.2.** When separate contracts are awarded for different portions of the Project or other construction or operations on the site, the term "Design-Builder" in the Contract Documents in each case shall mean the Design-Builder which executes each separate City/Design-Builder Agreement.
- 8.1.3.** City shall provide for coordination of the activities of City's own forces and of each separate contractor with the Work of Design-Builder and Design-Builder shall cooperate with said forces. Design-Builder shall participate with City's separate contractors and City in reviewing construction schedules when directed by City to do so. Design-Builder shall make any revisions to the construction schedule deemed necessary after a joint review and mutual agreement with all parties. The construction schedules then shall constitute the schedules to be used by Design-Builder, separate City contractors and City until subsequently revised.

- 8.1.4.** Unless otherwise provided in the Contract Documents, when City performs construction or operations related to the Project with City's own forces, City shall be subject to the same obligations and have the same rights that apply to Design-Builder under these General Conditions and the Contract Documents.

8.2. Mutual Responsibility.

- 8.2.1.** Design-Builder shall afford City and City's contractors reasonable opportunity for the introduction and storage of their materials and equipment and performance of their activities and shall coordinate the Design-Builder's construction and operations with theirs as required by the Contract Documents.
- 8.2.2.** If part of Design-Builder's Work depends, for proper execution or results, upon the construction or operations by City or City's contractors, Design-Builder shall, prior to proceeding with that portion of the Work, promptly report to City apparent discrepancies or defects in such other construction that would render it unsuitable for such proper execution and results. Failure of Design-Builder so to report shall constitute an acknowledgment that City's or City's contractors completed or partially completed construction is fit and proper to receive Design-Builder's Work, except as to defects not then reasonably discoverable.
- 8.2.3.** Design-Builder shall reimburse City for costs incurred by City and which are payable to City's contractors because of delays, improperly timed activities or defective construction of Design-Builder. These costs shall be considered foreseeable direct damages and are not be considered to be consequential damages. City shall be responsible to Design-Builder for costs incurred by Design-Builder because of delays, improperly timed activities and damage to the Work or defective construction of City's contractors.
- 8.2.4.** Design-Builder promptly shall remedy any damage wrongfully caused by Design-Builder, its sub-consultants or its Subcontractors to any completed or partially completed construction or to property of City or City's contractors.
- 8.2.5.** patching as are described for Design-Builder in **Article 5.22**.

8.3. City's Right to Clean Up.

If a dispute arises among or between City, Design-Builder or City's contractors, as to the responsibility under their respective contracts for maintaining the premises and surrounding area free from waste materials and rubbish, City may clean up the area(s) and those clean-up costs will be allocated by City amongst those responsible.

END OF ARTICLE 8

ARTICLE 9 CHANGES IN THE WORK

9.1. General.

- 9.1.1. Changes in the Work may be accomplished, after the execution of the Contract and without invalidating the Contract, by Change Order, Field Work Directive/Force Account or order for a minor change in the Work that does not affect the Contract Time or the Contract Sum, subject to the limitations stated in this **Article 9** and elsewhere in the Contract Documents.
- 9.1.2. A Change Order shall be based upon agreement between City and Design-Builder; a Field Work Directive requires a directive by City and may or may not be agreed to by Design-Builder; and an order for a minor change in the Work that does not affect the Contract Time or the Contract Sum may be issued by City.
- 9.1.3. Changes in the Work shall be performed under applicable provisions of the Contract Documents, and Design-Builder promptly shall proceed with the changed Work, unless otherwise provided in a Change Order, Field Work Directive or order for a minor change in the Work or in this **Article 9**.
- 9.1.4. Changes resulting from Change Orders, Field Work Directives or orders for minor changes shall be recorded by Design-Builder on the As-Built record documents.

9.2. Change Orders.

- 9.2.1. Methods used in determining adjustments to the Contract Sum may include those listed in **Article 9.3** herein.
- 9.2.2. Acceptance of a Change Order by Design-Builder shall constitute a full accord and satisfaction for any and all claims and costs of any kind, whether direct or indirect, including but not limited to impact, delay or acceleration damages arising from the subject matter of that Change Order. Each Change Order shall be specific and final as to prices and extensions of time, with no reservations or other provisions allowing for future additional money or time as a result of the particular changes identified and fully compensated in that Change Order. If a Change Order impacts the contract time and/or adjustment of milestone dates, Design-Builder must submit a Time Impact Analysis with the Change Order evidencing such impact. The execution of a Change Order by Design-Builder shall constitute conclusive evidence of Design-Builder's agreement to the ordered changes in the Work. This Contract, as amended, forever releases any claim against City for additional time or compensation for matters relating to or arising out of or resulting from the Work included within or affected by the executed Change Order. This release of any claim applies to claims related to the cumulative impact of all change orders and to any claim related to the effect of a change on unchanged work.
- 9.2.3. City shall prepare Change Orders and Field Work Directives and shall have authority to order minor changes in the Work not involving an adjustment in the Contract Sum or an extension of the Contract Time. Such changes shall be effected by written order,

which Design-Builder promptly shall carry out and record on the As-Built record documents.

9.2.4. Design-Builder, when self-performing the work, shall be entitled to include the Management Fee as established by the Contract in any Change Order. Self-performed work must be performed using Design-Builder's own forces and resources as evidenced by monthly payrolls. Design-Builder must provide backup to evidence that self-performing Work, rather than subcontracting such Work, provides the best value to City.

9.2.5. The maximum markup paid to Design-Builder on sub-consultant/Subcontractor work self-performed on the Project shall be established in accordance with **Article 8** of the Contract.

9.3. Field Work Directives.

9.3.1. A Field Work Directive is a written directive signed by City directing a change in the Work prior to agreement on an adjustment, if any, in the Contract Sum, Contract Time or both. City may, by Field Work Directive and without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions, with any changes to the Contract Sum and/or the Contract Time to be adjusted according to the terms of this **Article 9.3.**

9.3.2. A Field Work Directive shall be used in the absence of total agreement between City and Design-Builder on the terms of a Change Order. City shall issue a Field Work Directive to Design-Builder with a defined not-to-exceed dollar amount for the scope of Work defined.

9.3.3. Upon receipt of a Field Work Directive, Design-Builder promptly shall proceed with the change in the Work involved and, in writing, advise City of the Design-Builder's agreement or disagreement with the method, if any, provided in the Field Work Directive for determining the proposed adjustment in the Contract Sum or Contract Time.

9.3.4. If the Field Work Directive provides for an adjustment to the Contract Sum, the adjustment shall be based on one of the following methods, as applicable:

9.3.4.1. mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;

9.3.4.2. prices, including unit prices, stated in the Contract Documents or subsequently agreed upon;

9.3.4.3. cost to be determined in a manner agreed upon by City and Design-Builder and a mutually acceptable fixed or percentage fee; or

9.3.4.4. as provided in **Article 9.3.6** herein.

- 9.3.5.** If Design-Builder promptly does not respond or disagrees with the method for adjustment in the Contract Sum, the method and the adjustment initially shall be determined by City on the basis of reasonable costs and savings attributable to the change including, in case of an increase in the Contract Sum, as applicable, a reasonable allowance for overhead and profit. In such case, and also under **Article 9.3.4.3** herein, Design-Builder shall keep and present, in such form as City may prescribe, an itemized and detailed accounting together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this **Article 9.3.5** shall be limited to the following:
- 9.3.5.1.** costs of all labor, including social security, old age and unemployment insurance, fringe benefits required by Law, agreement or custom, and workers' compensation insurance;
 - 9.3.5.2.** costs of all materials, supplies and equipment, including cost of transportation, storage installation, maintenance, dismantling and removal, whether incorporated or consumed;
 - 9.3.5.3.** rental costs of all machinery and equipment, exclusive of hand tools, whether rented by or from Design-Builder or others, including costs of transportation, installation, minor repairs and replacements, dismantling and removal;
 - 9.3.5.4.** expenses incurred in accordance with Design-Builder's standard personnel policy for travel approved in writing by City in advance;
 - 9.3.5.5.** costs of premiums for all bonds and insurance, permit fees and allowable sales, use or similar taxes related to the Work;
 - 9.3.5.6.** all additional costs of supervision and field office personnel directly attributable to the change; and
 - 9.3.5.7.** all payments made by the Design-Builder to sub-consultants or Subcontractors.
- 9.3.6.** The amount of credit to be allowed by Design-Builder to City for a deletion or change which results in a net decrease in the Contract Sum shall be actual net cost of the deleted or changed Work, plus Design-Builder's allocated percent for profit and overhead, as confirmed by City, subject to any equitable adjustment recommended and approved by City. When both additions and credits covering related Work or substitutions are involved in a change, the allowance for overhead and profit shall be figured on the basis of net increase or decrease, if any, with respect to that change.
- 9.3.7.** If City and Design-Builder agree with the determination made by City, concerning the adjustments in the Contract Sum and Contract Time, or otherwise reach agreement upon the adjustments, such agreement shall be effective immediately and shall be recorded by preparation and execution of an appropriate Change Order.

9.4. Minor Changes to the Work.

City shall have authority to order minor changes in the Work not involving an adjustment in the Contract Sum or extension of the Contract Time and not inconsistent with the intent of the Contract Documents. Such changes shall be effected by written order and shall be binding on City and Design-Builder. Design-Builder promptly shall carry out such written orders and record such changes in the As-Built record documents.

9.5. Time Required to Process Change Orders.

9.5.1. All responses by Design-Builder to proposal requests from City shall be accompanied by a complete itemized breakdown of costs and additional time. If Design-Builder seeks additional time, the response to the proposal request shall include a Time Impact Analysis. Responses to proposal requests shall be submitted sufficiently in advance of the required work to allow City a minimum of thirty (30) calendar days after receipt by City to review the itemized breakdown and to prepare or distribute additional documents as may be necessary. Each of Design-Builder's responses to proposal requests shall include a statement that the cost and additional time described and requested in Design-Builder's response represents the complete, total and final cost and additional Contract Time associated with the extra work, change, addition to, omission, deviation, substitution or other grounds for seeking extra compensation or additional time under the Contract Documents, without reservation or further recourse.

9.5.2. All Change Orders require written approval by either City or City Council or, where authorized by the state law and City ordinance, by City's City Manager or designee, pursuant to administrative action. The City Council approval process requires a minimum of forty-five (45) calendar days after submission to City in final negotiated form with all supporting data. Receipt of a submission by City does not constitute acceptance or approval of a proposed change order, nor does it constitute a warranty that the proposed change order will be authorized by City or City Council Resolution. The time required for the approval process shall not be considered a delay and no extensions to the contract time or increase in the contract sum will be considered or granted as a result of this process. Notwithstanding the forgoing, in the event a Time Impact Analysis justifies an increase in contract time or amount such change shall be approved in accordance with **Article 6.2**. Pending the approval of a Change Order as described above, Design-Builder will proceed with the work under a pending Change Order only if directed in writing to do so by City.

END OF ARTICLE 9

ARTICLE 10 TIME

10.1. Progress and Completion.

- 10.1.1.** Time limits stated in the Contract Documents for Substantial Completion and Final Completion and the submission of Time Impact Analyses and Claims, as such dates may be adjusted in accordance with the terms of the Contract Documents, are of the essence.
- 10.1.2.** By executing the Contract, Design-Builder confirms that the Contract Time is a reasonable period for performing the Work.
- 10.1.3.** Design-Builder shall proceed with the Work expeditiously using adequate forces and shall achieve Substantial Completion within the Contract Time.
- 10.1.4.** Nothing in this **Article 10** shall be construed as prohibiting Design-Builder from working on Sunday if it so desires and giving City at least the prerequisite forty-eight (48) hours written notice of intent to perform Work on Sunday and holidays, so that City's representative may be scheduled to observe/inspect said Work and only if Design-Builder has performed work on the Project during the same week of the requested Saturday. Work on Sundays or holidays will not be permitted, except in cases of extreme emergency and then only with the written permission of City.

10.2. Delays and Extensions of Time.

- 10.2.1.** Neither City nor Design-Builder, except as provided for in this **Article 10.2**, shall be liable to the other for any delay to the Design-Builder's Work by reason of fire, act of God, riot, strike or any other cause beyond City's or Design-Builder's control. Should any of these listed factors delay the Work's critical path, as evidenced by a Time Impact Analysis developed by Design-Builder and verified by City, Design-Builder shall receive an extension of the Contract Times equal to the delay if a written claim is made in accordance to **Article 6.2.6**. Under no circumstances shall City be liable to pay Design-Builder any compensation for such delays lasting fewer than 15 aggregate calendar days. For delays resulting from fire, act of God, a riot, strike or any other cause beyond City's control to the Design-Builder's Work exceeding 15 aggregate calendar days, Design-Builder may submit a claim only for (1) extended General Condition costs in accordance with **Article 6.2** to the extent that such costs are not paid by the proceeds of Builder's Risk Insurance, excepting the cost of any deductibles, and for direct site costs reasonably and necessarily incurred as a result of the event causing such delay. Provided however, if Design-Builder fails to maintain Builder's Risk Insurance in at least the amounts required by this Contract, City shall not be liable to pay Design-Builder any compensation, direct site costs or any other costs resulting from delays by reason of fire, act of God, riot, strike or any other cause beyond City's or Design-Builder's control. regardless of the duration of the delay. No other costs shall be recoverable for delay due to the aforementioned factors. Note that any request for an extension of time due to delays or disruption caused by unusually severe weather are described in **Article 6.2**

- 10.2.2.** Should Design-Builder be delayed solely by the act, negligence or default of City or the City's separate consultants or contractors and should any of these factors delay the Project's critical path, as evidenced by a Time Impact Analysis developed by Design-Builder and verified by City, Design-Builder shall receive an extension of the Contract Time equal to the verified delay or portion thereof if a written claim is made in accordance to **Article 6.2.6** of the act, negligence or default of City or the City's separate consultants or contractors and granted by City, which shall not be unreasonably withheld or delayed. In addition, Design-Builder, upon timely notice, substantiation and approval of City, shall be compensated for its Project facilities and field management expenses on a per diem basis (said per diem includes the costs incurred by Design-Builder to administer its Work and does not include costs associated for any tier of sub-consultant, Subcontractor or supplier to administer their Work. Compensation for sub-consultant's, Subcontractor's and supplier's compensable delay affecting the Project critical path shall be separate and apart from the per diem cost due and payable to the Design-Builder) for the particular Project delayed and for the period of the critical path delay attributable to the City-caused event. In no event will Design-Builder be entitled to home office or other off-site expenses or damages.
- 10.2.3.** Claims relating to time shall be made in accordance with applicable provisions of **Article 6.2** herein.
- 10.2.4.** This Contract does not permit the recovery of damages by Design-Builder for delay, disruption or acceleration, other than those described in **Articles 10.2** herein, provided under **Article 6.2** herein and those justified by a Time Impact Analysis. Design-Builder agrees that it fully shall be compensated for all other delays solely by an extension of non-compensatory time or as contemplated in **Articles 10.2**.

END OF ARTICLE 10

ARTICLE 11 PAYMENTS AND COMPLETION

11.1. Contract Sum.

Stated in the Design-Build Contract and, including authorized adjustments, is the total maximum not-to-exceed amount payable by City to Design-Builder for performance of the Work under the Contract Documents. Design-Builder accepts and agrees that all payments pursuant to this contract are subject to the availability and appropriation of funds by the San Antonio City Council. If funds are not available and/or appropriated, this Contract shall immediately be terminated with no liability to any Party to this Contract. Design-Builder shall invoice and receive fair and reasonable compensation for Design-Build services provided after contract execution and notice to proceed, up to the date of Contract Termination.

11.2. Schedule of Values.

- 11.2.1.** A Schedule of Values for all of the Work shall be submitted and shall include quantities and prices of items which, when added together, equal the not-to-exceed contract Price and subdivides the Work into component parts in sufficient detail to serve as the basis for progress payments during performance of the Work. Where applicable and allowable, overhead and profit shall be included as a separate line item.
- 11.2.2.** Before the first Application for Payment, Design-Builder shall submit to City a schedule of values allocated to various portions of the Work, prepared in such form and supported by such data to substantiate its accuracy as City may require. This schedule, unless objected to by City, shall be used as a basis for reviewing Design-Builder's Applications for Payment.

11.3. Applications for Payment.

- 11.3.1.** Design-Builder shall submit Applications for Payment to City electronically, at minimum, every thirty (30) days throughout the duration of the project. To ensure prompt payment throughout the City's electronic system Design-Builder will provide 3 hard copies of their pay application and work progress schedule to the City Project team no later than seven (7) business days prior to Design-Builder's planned electronic submittal. The city will review and schedule a meeting with the Design-Builder prior to the planned electronic submittal date to resolve any comments. Design-Builder electronically shall attach to its Application for Payment all data substantiating Design-Builder's right to payment as City may require, such as copies of requisitions from sub-consultants, Subcontractors and material suppliers reflecting retainage, if provided for in the Contract Documents, and reflecting a deduction for Liquidated Damages, if applicable. Applications for Payment shall not include requests for payment for portions of the Work which Design-Builder does not intend to pay to a sub-consultant, Subcontractor or material supplier, unless such Work has been performed by others whom Design-Builder intends to pay.
- 11.3.2.** Unless otherwise provided in the Contract Documents, payments shall be made on account of materials and equipment delivered and suitably stored at the Site for subsequent incorporation in the Work and verified by City. If approved in advance in writing by City, payment similarly may be made for materials and equipment suitably stored off the Site at a location agreed upon in writing and verified by City. Payment for materials and equipment stored on or off the Site shall be conditioned upon compliance by Design-Builder with procedures reasonably satisfactory to City to establish City's title to such materials and equipment or otherwise protect City's interest. Design-Builder solely shall be responsible for payment of all costs of applicable insurance, storage and transportation to the site for materials and equipment stored off the site.
- 11.3.3.** Design-Builder warrants that, upon submittal of an Application for Payment, all Work for which payment previously has been received from City shall, to the best of Design-Builder's knowledge, information and belief, be free and clear of liens,

claims, security interests or encumbrances in favor of Design-Builder, sub-consultants, Subcontractors, material suppliers or other persons or entities making a claim by reason of having provided labor, materials and equipment relating to the Work. Design-Builder shall indemnify and hold City harmless from any liens, claims security interest or encumbrances filed by Design-Builder, Subcontractors or anyone claiming by through or under Design-Builder, Sub-Consultant(s) or Subcontractors(s) for items covered by payments made by City to Design-Builder.

- 11.3.4.** By submission of an Application for Payment, Design-Builder certifies that there are no known liens or bond claims outstanding as of the date of said Application for Payment, that all due and payable bills with respect to the Work have been paid to date or are included in the amount requested in the current application and, except for such bills not paid but so included, there is no known basis for the filing of any liens or bond claims relating to the Work and that releases from all sub-consultants, Subcontractors and Design-Builder's material men have been obtained in such form as to constitute an effective release of lien or claim under the laws of the State of Texas covering all Work theretofore performed and for which payment has been made by City to Design-Builder; provided if any of the foregoing is not true and cannot be certified, Design-Builder will revise the certificate as appropriate and identify all exceptions to the requested certifications.

11.4. Pay Application Approval.

- 11.4.1.** City will, within a total of five (5) business days after the electronic receipt of Design-Builder's Application for Payment through PRIMELink, either approve the Application for Payment or reject the Application for Payment and state on the electronic notification to Design-Builder City's reasons for withholding approval, as provided in **Article 11.5.1** herein.
- 11.4.2.** The certification of an Application for Payment shall constitute a representation by Design-Builder to City, based upon Design-Builder's evaluation of the Work and the data comprising the Application for Payment, that the Work has progressed to the point indicated and that, to the best of Design-Builder's knowledge, information and belief, the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject to an evaluation of the Work for conformance with the Contract Documents upon meeting a Contract milestone date and/or Substantial Completion, to results of subsequent tests and inspections, to correction of minor deviations from the Contract Documents prior to completion and to any specific qualifications expressed by City. The issuance of a Certificate for Payment further shall constitute a representation that Design-Builder is entitled to payment in the amount certified. However, the issuance of a Certificate for Payment shall not be a representation that City has:
- 11.4.2.1.** made exhaustive or continuous on-site inspections to check the quality or quantity of the Work;
- 11.4.2.2.** reviewed construction means, methods, techniques, sequences or procedures;

- 11.4.2.3. reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by City to substantiate Design-Builder's right to payment; or
- 11.4.2.4. made any examination to ascertain how or for what purpose Design-Builder has used money previously paid on account of the Contract Sum.

11.5. Decisions to Reject Application for Payment.

- 11.5.1. The Application for Payment may be rejected by City to protect City for any of the following reasons:
 - 11.5.1.1. Work not performed or defective;
 - 11.5.1.2. third party claims filed or reasonable evidence indicating a probable filing of such claims for which Design-Builder is responsible hereunder unless security acceptable to City is provided by Design-Builder;
 - 11.5.1.3. failure of Design-Builder to make payments properly to sub-consultants, Subcontractors or for labor, materials or equipment;
 - 11.5.1.4. reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum and Design-Builder has failed to provide City adequate assurance of its continued performance within a reasonable time after demand;
 - 11.5.1.5. damage to City or another contractor anyone Design Builder exercises or should exercise control of, Design Builder's invitees, or resulting from Design Builder failure to take reasonable precautions to guard against such damages;
 - 11.5.1.6. reasonable evidence that the Work shall not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual or Liquidated Damages for the anticipated delay;
 - 11.5.1.7. persistent failure by Design-Builder to carry out the Work in accordance with the Contract Documents;
 - 11.5.1.8. the applicable Liquidated Damages were not included in the Application for Payment;
 - 11.5.1.9. billing for unapproved/unverified materials stored off Site; or
 - 11.5.1.10. a current Progress Work Schedule update has not been submitted by Design-Builder.
 - 11.5.1.11. As applicable demonstration that as-built drawings were not kept up to date
- 11.5.2. City shall not be deemed in default by reason of rejecting Application for Payment as provided for in **Article 11.5.1** herein.

11.6. Progress Payments.

- 11.6.1.** After the final approval of the Application for Payment, City may make payment in the manner and within the time provided in the Contract Documents.
- 11.6.2.** During the latter part of each month, as the Work progresses, regardless of Contract Sum, City and Design-Builder shall determine the cost of the labor and materials incorporated into the Work during that month and actual invoiced cost of Design-Builder-acquired materials stored on the Project Site, and/or within off-site storage facilities either owned or leased by Design-Builder. Upon receipt of a complete and mathematically accurate Application for Payment from Design-Builder, City shall make payments, in accordance with this **Article 11.6**, to Design-Builder within thirty (30) calendar days on Contracts totaling four hundred thousand dollars (\$400,000.00) or less, based upon such cost determination and at the Contract prices in a sum equivalent to ninety percent (90%) of each such invoice. The remaining ten percent (10%) retainage shall be held by City until the final completion. However, where the Contract amount exceeds four hundred thousand dollars (\$400,000.00), installments shall be paid to Design-Builder at the rate of ninety-five percent (95%) of each monthly invoice within thirty (30) calendar days of City receipt of a complete and mathematically accurate Application for Payment from the Design-Builder, and the retainage held until final completion shall be five percent (5%).
- 11.6.3.** City's payment of installments shall not in any way be deemed to be a final acceptance by City of any part of the Work and shall not prejudice City in the final settlement of the Contract account or relieve Design-Builder from completion of the Work as herein provided.
- 11.6.4.** Design-Builder shall, within ten (10) calendar days following receipt of payment from City, pay all bills for labor and materials performed and furnished by others in connection with the construction, furnishing and equipping of the improvements and the performance of the work and shall, if requested, provide City with written evidence of such payment. Design-Builder's failure to make payments or provide written evidence of such payments within such time shall constitute a material breach of this contract, unless Design-Builder is able to demonstrate to City bona fide disputes associated with the unpaid sub-consultant(s), Subcontractor(s) or supplier(s) and its/their work. Design-Builder shall include a provision in each of its subcontracts imposing the same written documentation of payment obligations on its sub-consultants and Subcontractors as are applicable to Design-Builder hereunder, and if City so requests, shall provide copies of such subcontractor payments to City. If Design-Builder has failed to make payment promptly to its sub-consultants, Subcontractors or for materials or labor used in the Work for which City has made payment to the Design-Builder, City shall be entitled to withhold payment to Design-Builder to the extent necessary to protect City.
- 11.6.5.** City shall, if practicable and upon request, furnish to a sub-consultant or Subcontractor information regarding percentages of completion or amounts applied for by Design-Builder and action taken thereon by City and Design-Builder on account of portions of the Work done by such sub-consultants or Subcontractor.

- 11.6.6.** Payments to material suppliers shall be treated in a manner similar to that provided in **Article 11.6.2, Article 11.6.3 and Article 11.6.4** herein regarding sub-consultants and/or Subcontractors.
- 11.6.7.** A certificate for payment, a progress payment or a partial or entire use or occupancy of the Project by City shall not constitute acceptance of Work that was not performed or furnished in accordance with the Contract Documents.
- 11.6.8.** Design-Builder shall, as a condition precedent to any obligation of City under this Contract, provide to City payment and performance bonds in the full amount of the Contract, in accordance with Texas Government Code Chapter 2253.

11.7. Substantial Completion.

- 11.7.1.** In the event Substantial Completion is not achieved by the designated date, or the date extended by issued and accepted Change Order(s), City may withhold payment of sums necessary to pay the estimated Liquidated Damages due City. City shall be entitled, at any time, to deduct out of any sums due to Design-Builder any or all Liquidated Damages due City in accordance with the Contract between City and Design-Builder.
- 11.7.2.** A condition precedent to Substantial Completion is the receipt by City of all necessary certificates of occupancy or other authorizations for the use and occupancy of the Project required by any governmental or regulatory authority. In addition, preliminary copies of both the O&M and Warranty Binders shall be provided. Subject to the provision of **Article 6** City reserves the right to occupy and use any part, phase or system of the Project when such part, phase or system substantially is completed, but such partial use or occupancy of the Project shall not result in the Project being deemed substantially complete, and such partial use or occupancy shall not be evidence of Substantial Completion. Substantial completion for this Project shall be described in **Exhibit K**: When Design-Builder considers that the Work, or a portion thereof which City agrees to accept separately, is Substantially Complete, Design-Builder shall prepare and submit to City a preliminary comprehensive list of items to be completed or corrected prior to final completion and final payment. Failure to include an item on such list does not alter the responsibility of the Design-Builder to complete all Work in accordance with the Contract Documents.
- 11.7.3.** Upon receipt of Design-Builder's list of items to be completed or corrected, City will make a Site inspection to determine whether the Work or designated portion thereof is Substantially Complete. If City's inspection discloses any item, whether or not it was included on Design-Builder's list of items to be completed or corrected, which is not sufficiently complete or correct in accordance with the Contract Documents so that City may occupy or utilize the Work or designated portion thereof as designed for its intended use, Design-Builder shall, before issuance of the Certificate of Substantial Completion, complete or correct such item upon written notification by City. In such case, Design-Builder then shall submit a request for another inspection by City to determine Substantial Completion and Design-Builder shall be responsible for all costs incurred by City and associated with the requested re-inspection.

- 11.7.4.** When the Work – or designated portion thereof which City agrees to accept separately – is Substantially Complete, City shall prepare a Certificate of Substantial Completion (“Certificate of Substantial Completion”) (Vertical Projects) or a Letter of Conditional Approval (“Letter of Conditional Approval”) (Horizontal Projects) which shall:
- 11.7.4.1.** establish the date of Substantial Completion (which will be the date on which the Work met the requirements under the Contract Documents for Substantial Completion);
 - 11.7.4.2.** establish responsibilities of City and Design-Builder, as agreed to by City and Design-Builder, for security, maintenance, heat, utilities, damage to the Work and insurance; and
 - 11.7.4.3.** confirm the time limit by which Design-Builder shall complete all items on the list accompanying the Certificate and reach final completion.
- 11.7.5.** Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work, or the designated portion thereof, unless otherwise provided herein or in the Certificate of Substantial Completion.
- 11.7.6.** A Certificate of Substantial Completion issued by City shall not constitute acceptance of Work that was not performed or furnished in accordance with the Contract Documents

11.8. Partial Occupancy or Use.

- 11.8.1.** City may occupy or use any completed or partially completed portion of the Work at any stage of the Work when such partially completed portion is designated by separate agreement with Design-Builder, to include the satisfaction of City provided such occupancy or use is consented to by the insurer, as required and authorized by public authorities having jurisdiction over the Work. Such partial occupancy or use may commence whether or not the portion is Substantially Complete, provided City and Design-Builder have accepted in writing the responsibilities assigned to each for security, maintenance, heat, utilities, damage to the Work, applicable warranties and insurance and have agreed in writing concerning the period for correction of the Work and commencement of warranties required by the Contract Documents. Consent of Design-Builder to partial occupancy or use shall not be unreasonably withheld. The state of the progress of the Work shall be determined by written agreement between City and Design-Builder or, if no agreement is reached, by the decision of City.
- 11.8.2.** Immediately prior to such Partial Occupancy or use, or upon Design-Builder’s request for Substantial Completion, City and Design-Builder collectively shall inspect the area to be occupied or portion of the Work to be used in order to determine and record the condition of the Work.

- 11.8.3.** Unless expressly agreed upon in writing, partial occupancy or use of a portion or portions of the Work shall not constitute acceptance of Work not complying with the requirements of the Contract Documents.
- 11.8.4.** Partial occupancy or use by City does not constitute Project Substantial Completion and does not start any warranty period(s) as agreed to by parties in writing and does not constitute acceptance of Work that was not performed or furnished in accordance with the Contract Documents.

11.9. Final Completion and Final Payment.

- 11.9.1.** When all of the Work finally is completed and ready for final inspection, Design-Builder shall notify City thereof in writing. Thereupon, City shall make final inspection of the Work and, if the Work is complete in full accordance with this Contract and this Contract has fully been performed, the final Application for Payment may be submitted. If City is unable to approve the final Application for Payment for reasons for which Design-Builder is responsible and City is required to repeat a final inspection of the Work, Design-Builder shall be responsible for all costs incurred and associated with such repeat final inspection(s) and said costs may be deducted by City from the Design-Builder's retainage.
- 11.9.2.** Design-Builder shall not be entitled to payment of retainage unless and until it submits all documents required in the retainage checklist to City. Retainage checklist shall include, but is not limited to:
 - 11.9.2.1.** Evidence that payrolls, invoices for materials and equipment and other liabilities, to include Liquidated Damages connected with the Work for which City might be responsible, fully have been paid or otherwise satisfied or will be paid from final payment;
 - 11.9.2.2.** releases and waivers of liens from all sub-consultants and Subcontractors of Design-Builder and of any and all other parties required by City that either are unconditional or conditional on receipt of final payment;
 - 11.9.2.3.** Certificates of insurance showing continuation of required insurance coverages;
 - 11.9.2.4.** such other documents as City may request; and
 - 11.9.2.5.** consent of Surety to final payment.
- 11.9.3.** If, after Substantial Completion of the Work, final completion thereof materially is delayed through no fault of Design-Builder or by issuance of Change Orders affecting final completion, and City so confirms, City shall, upon application by Design-Builder and certification by City and without terminating the Contract, make payment of the balance due for that portion of the work fully completed and accepted. If the remaining balance for Work not fully completed or corrected is less than retainage stipulated in the Contract Documents, and if bonds have been furnished, the written consent of Surety to payment of the balance due for that portion of the

Work fully completed and accepted shall be submitted by Design-Builder to City prior to certification of such payment. Such payment shall be made under terms and conditions governing final payment, except that it shall not constitute a waiver of claims.

- 11.9.4.** Request for final payment by Design-Builder shall constitute a waiver of all claims against City except those previously made in writing to City and identified as unsettled at the time of final Application for Payment

11.10. Additional Inspections.

In addition to any Liquidated Damages accrued by and payable to City by Design-Builder, City shall be entitled to deduct from the Contract Sum amounts due to Design-Builder by City to compensate City for any additional inspections or services provided by City, provided City undertook these additional inspections or services due to the fault or negligence of Design-Builder if:

- 11.10.1.** City is required to make more than one inspection to determine if Substantial Completion has been achieved by Design-Builder; or
- 11.10.2.** City is required to make more than one inspection to determine if final completion has been achieved by Design-Builder; or
- 11.10.3.** The Work is not substantially complete within thirty (30) calendar days after the date established for the Work's Substantial Completion, as stated in the Contract Documents.

END OF ARTICLE 11

ARTICLE 12 PROTECTION OF PERSONS AND PROPERTY

12.1. Safety Precautions and Programs.

- 12.1.1.** Design-Builder shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of the Contract. Design-Builder shall develop a safety program applicable to each job site and to the Work to be done, review such program with City in advance of beginning the Work, and enforce such program at all times. Further, Design-Builder shall comply with all applicable laws and regulations including, but not limited to, the standards and regulations promulgated by the Secretary of Labor under the Occupational Safety and Health Act of 1970 (OSHA) and any other legislation enacted for the safety and health of Design-Builder sub-consultants, Subcontractors and employees. City shall have the right, but not the obligation, to inspect and verify Design-Builder's compliance with Design-Builder's responsibility for protecting the safety and health of its sub-consultants, Subcontractors and employees.

- 12.1.2.** Design-Builder shall notify City immediately, by telephone with prompt confirmation in writing, of all injuries and fatalities including, but not limited to, copies of all reports and other documents filed or provided to Design-Builder's insurers and the State of Texas in connection with such injuries or fatalities.
- 12.1.3.** Design-Builder has adopted or shall adopt its own policy to assure a drug and alcohol-free work place while performing the Work. Design-Builder's employees, agents, sub-consultants and Subcontractors shall not perform any service for City while under the influence of alcohol or any controlled substance. Design-Builder, its employees, agents, sub-consultants and Subcontractors shall not use, possess, distribute or sell illegal, illicit and/or prescribed controlled drugs or drug paraphernalia or misuse legitimate prescription drugs while on Site or performing the Work. Design-Builder, its employees, agents, sub-consultants and Subcontractors shall not use, possess, distribute or sell alcoholic beverages while performing the Work or while on Site or performing the Work. Design-Builder shall remove any of its employees, sub-consultant or Subcontractor employees from performing the Work or from the Site any time there is suspicion of alcohol and/or drug use, possession or impairment involving such employee and at any time an incident occurs where drug or alcohol use could have been a contributing factor. City has the right to require Design-Builder to remove employees or sub-consultant or Subcontractor employees from performing the Work or from the Site any time cause exists to suspect alcohol or drug use. In such cases, Design-Builder's, sub-consultant's or Subcontractor's employees only may be considered for return to work after Design-Builder certifies, as a result of a for-cause test conducted immediately following a removal, said employee was in compliance with this Contract. Design-Builder will not employ any individual or will not accept any sub-consultant or Subcontractor employees, to perform the Work who either refuses to take or tests positive in any alcohol or drug test.
- 12.1.4.** Design-Builder shall comply with all applicable federal, state and local drug and alcohol related laws and regulations (e.g., Department of Transportation regulations, Department of Defense Drug-free Work-free Workforce Policy, Drug-Free Workplace Act of 1988).
- 12.1.5.** The presence of any firearms or other lethal weapons by any person is prohibited on the Project Site, regardless of whether the individual has a permit for a concealed weapon.
- 12.1.6.** Both City and Design-Builder agree that these safety and health terms are of the highest importance and that a breach or violation of any of the terms of this **Article 12.1** by Design-Builder, a sub-consultant or a Subcontractor shall be a material and substantial breach of this Contract. In the event that City shall determine that Design-Builder has breached or violated the terms of this **Article 12.1** , then City shall determine, immediately upon written notice to Design-Builder, whether the Work shall be suspended as a result thereof. If the Work is suspended, the Work shall not recommence until City is satisfied that the safety provisions hereof shall not be breached or violated thereafter. If City terminates the Contract as a result of such

breach or violation, City and Design-Builder shall complete their obligations hereunder to one another in accordance with **Article 6.2** herein.

- 12.1.7.** Nothing contained in this **Article 12.1** shall be interpreted as creating or altering the legal duty of City to Design-Builder or to Design-Builder's agents, employees, sub-consultants, Subcontractors or third parties, or altering the status of Design-Builder as an independent contractor.
- 12.1.8.** Notwithstanding either of the above provisions, or whether City exercises its rights set forth herein, City neither warrants nor represents to Design-Builder, Design-Builder's employees or agents, any sub-consultant, Subcontractors or any other third party that Design-Builder's safety policy meets the requirements of any applicable law, code, rule or regulation, nor does City warrant that the proper enforcement of Design-Builder's policy shall insure that no accidents or injuries will occur. In addition, any action by City under these provisions in no way diminishes any of Design-Builder's obligations under applicable law or the Contract Documents.

12.2. Safety of Persons and Property.

- 12.2.1.** Design-Builder shall take reasonable precautions for safety and training and shall provide reasonable protection, to prevent damage, injury or loss to:
- 12.2.1.1.** employees performing the Work and other persons who may be affected thereby;
 - 12.2.1.2.** the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under the care, custody or control of Design-Builder or Design-Builder's sub-consultants, or Subcontractors; and
 - 12.2.1.3.** other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of the Work.
 - 12.2.1.4.** the contents of a building or structure, when Design-Builder is working in, on or around an existing/operating City facility.
- 12.2.2.** Design-Builder shall give notices and comply with applicable laws, ordinances, rules, regulations and lawful orders of public authorities bearing on safety of persons or property or their protection from damage, injury or loss.
- 12.2.3.** Design-Builder shall erect and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations and notifying all City's and users of adjacent sites and utilities.
- 12.2.4.** When use or storage of explosives or other hazardous materials or equipment or unusual methods are necessary for the execution of the Work, Design-Builder shall exercise extraordinary care and shall carry on such activities under the direct supervision of properly qualified personnel. Prior to the use of any explosives,

Design-Builder shall submit a written blasting plan, shall obtain City approval and shall comply with City's requirements for such use.

- 12.2.5.** Design-Builder shall designate a responsible member of Design-Builder's organization at the site whose duty shall be the prevention of accidents. This person shall be Design-Builder's superintendent, unless otherwise designated by Design-Builder in writing to City.
- 12.2.6.** Design-Builder shall not load or permit any part of the construction or site to be loaded so as to endanger its safety.
- 12.2.7.** Notwithstanding the delivery of a survey or other documents by City, Design-Builder shall use reasonable efforts to perform all Work in such a manner so as to avoid damaging any utility lines, cables, pipes or pipelines on the property. Design-Builder acknowledges and accepts that the location of underground utilities (both public and private) reflected on any City-provided plans are not guaranteed and may not be completely accurate. Design-Builder shall locate and verify any and all utilities and associated service lines prior to beginning any Work. Design-Builder shall be responsible for and shall repair, at Design-Builder's own expense, any damage done to lines, cables, pipes and pipelines identified and not identified to Design-Builder.
- 12.2.8.** Design-Builder promptly shall remedy any and all damage and loss (other than damage or loss insured under property insurance required by the Contract Documents). **Design-Builder also shall hold harmless and unconditionally indemnify, protect and defend City, its elected officials, employees, officers, directors, volunteers and representatives of City, individually or collectively, from and against any and all damage or loss to property (other than the Work itself and including property of Design-Builder and City) referred in Article 12.2.1 herein, but only to the extent caused in whole or in part by the acts or omissions of Design-Builder, its agents, servants, and employees, or its sub-consultant(s) and/or Subcontractor(s) and its/their agents, servants, and employees, or anyone directly or indirectly employed by Design-Builder, sub-consultant or Subcontractor, or by any other person or entity for which Design-Builder, sub-consultant or Subcontractor may be responsible under the Contract Documents in connection with the Work to be performed, services to be rendered or materials to be furnished under this Contract, including, but not limited to, violations of any statute, regulation, ordinance or provision of this Contract. Notwithstanding anything to the contrary included herein, in no event shall Design-Builder be liable for claims arising out of accidents resulting from the sole negligence of City, all without, however, waiving any governmental immunity available to City under Texas Law and without waiving any defenses of the parties under Texas Law.** The foregoing obligations of Design-Builder are in addition to Design-Builder's obligations under **Article 5.26.**

12.3. Emergencies.

- 12.3.1.** In an emergency affecting safety of persons or property, Design-Builder shall exercise its best efforts to act to prevent or minimize threatened damage, injury or

loss. Additional compensation or extension of time claimed by Design-Builder on account of an emergency shall be determined, as provided in **Articles 6.2 and 9**.

- 12.3.2.** If Design-Builder causes damage resulting in an issue of safety and/or security to a property City, Design-Builder immediately shall repair any damage caused. If Design-Builder does not or shall not act immediately to repair the damage caused by Design-Builder to eliminate the resulting safety and/or security issue(s), City shall act to repair the damage caused and deduct all costs associated with the repair from any money due Design-Builder.

12.4. Public Convenience and Safety.

- 12.4.1.** Design-Builder shall place materials stored at the Project site and shall conduct the Work at all times in a manner that causes no greater obstruction to the public than is considered necessary by City. Sidewalks or streets shall not be obstructed, except by special permission of City. Materials excavated and construction materials or plants used in the performance of the Work shall be placed in a manner that does not endanger the Work or prevent free access to all fire hydrants, water mains and appurtenances, water valves, gas valves, manholes for the telephone, telegraph signal or electric conduits, wastewater mains and appurtenances and fire alarm or police call boxes in the vicinity.
- 12.4.2.** City reserves the right to remedy any neglect on the part of Design-Builder, in regard to public convenience and safety, which may come to City's attention, after twenty-four (24) hour notice in writing to Design-Builder. In case of an emergency, City shall have the right immediately to remedy any neglect without notice to Design-Builder. In either case, the cost of any work done by or for City to remedy Design-Builder's neglect shall be deducted by City from Design-Builder's Contract Sum. Design-Builder shall notify City, including City's Transportation Systems Management & Operations (TSM&O) division, when any street is to be closed or obstructed. The notice shall, in the case of major thoroughfares or street upon which transit lines operate, be given at least forty-eight (48) hours in advance. City reserves the right to postpone and/or prohibit any closure or obstruction of any streets or thoroughfares, to the extent necessary for the safety and benefit of the traveling public. Design-Builder shall, when directed by City, keep any street or streets in condition for unobstructed use by City departments. When Design-Builder is required to construct temporary bridges or make other arrangements for crossing over ditches or around structures, Design-Builder's responsibility for accidents shall include the roadway approaches as well as the crossing structures.
- 12.4.3.** Design-Builder shall limit airborne dust and debris throughout the Project site and its duration. Design-Builder shall apply the necessary amounts of water or other appropriate substance required to maintain sufficient moisture content for dust control. For City horizontal projects, Design-Builder shall apply appropriate amounts of water or other appropriate substance to the base on streets under construction and on detours required to maintain sufficient moisture control in the surface layer for dust control.

12.4.4. City's Office of Sustainability continues to work on City's Air Quality Control Strategies Plan in its ongoing efforts to lower emissions throughout the City, including City's Project sites. In an effort to assist City in these goals, Design-Builder shall strive to:

- 12.4.4.1.** reduce fuel use by directing its employees, sub-consultants, and its Subcontractors to reduce vehicle idling, maintaining equipment utilized on the Project and replacing or repowering equipment with current technologies;
- 12.4.4.2.** conserve electricity used to provide power to Design-Builder's offices and throughout the Project site, to include Project lighting, tools and Design-Builder's Project construction trailer; and
- 12.4.4.3.** recycle Project site materials such as asphalt, steel, other metals and concrete.
- 12.4.4.4.** all costs associated with Design-Builder's and its sub-consultants' and Subcontractors' acquisition and installation of emission control technology shall be considered incidental costs of the Project; as such, no additional compensation shall be provided Design-Builder by City.

12.5. Barricades, Lights, and Watchmen.

If the Work is carried on, in or adjacent to any street, alley or public place, Design-Builder shall, at Design-Builder's own cost and expense, furnish, erect and maintain sufficient barricades, fences, lights and danger signals, provide sufficient watchmen and take such other precautionary measures necessary for the protection of persons or property and of the Work. All barricades shall be painted in a color that shall be visible at night, and shall be illuminated by lights as required under City's Barricades Specifications. The term "lights," as used in this **Article 12.5**, shall mean flares, flashers or other illuminated devices. A sufficient number of barricades with adequate markings and directional devices also shall be erected to keep vehicles from being driven on or into any Work under construction. Design-Builder shall be held responsible for all damage to the Work due to failure of barricades, signs, lights and/or watchmen necessary to protect the Work. Whenever evidence is found of such damage, City may order the damaged portion immediately removed and replaced by Design-Builder at Design-Builder's sole cost and expense. Design-Builder's responsibility for maintenance of barricades, signs, lights and for providing watchmen, as required under this **Article 12.5** shall not cease until the Project finally has been accepted by City.

12.6. Public Utilities and Other Properties to be Changed.

In case it is necessary for Design-Builder to change or move the property of City or of any telecommunications or public utility, such property shall not be touched, changed, removed or interfered with until ordered to do so by City. City reserves the right to grant any public or private utility personnel the authority to enter upon the Project site for the purpose of making such changes or repairs to their property that may become necessary during the

performance of the Work. City reserves the right of entry upon the Project site at any time and for any purpose, including repairing or relaying sewer and water lines and appurtenances, repairing structures and for making other repairs, changes or extensions to any of City's property. City's actions shall conform to Design-Builder's current and approved schedule for the performance of the Work, provided that proper notification of schedule requirements has been given to City by Design-Builder.

12.7. Temporary Storm Sewer and Drain Connections.

When existing storm sewers or drains have to be taken up or removed, Design-Builder shall, at its expense, provide and maintain temporary outlets and connections for all public and private storm sewers and drains. Design-Builder also shall provide for all storm sewage and drainage which shall be received from these storm drains and sewers. For this purpose, Design-Builder shall provide and maintain, at Design-Builder's own expense, adequate pumping facilities and temporary outlets or diversions. Design-Builder shall, at Design-Builder's own expense, construct such troughs, pipes or other structures that may be necessary and shall be prepared at all times to dispose of storm drainage and sewage received from these temporary connections until such time as the permanent connections are built and are in service. The existing storm sewers and connections shall be kept in service and maintained under the Contract, except where specified or ordered to be abandoned by City. All storm water and sewage shall be disposed of in a satisfactory and lawful manner so that no nuisance is created and that the Work under construction will be adequately protected.

12.8. Additional Utility Arrangements and Charges.

If Design-Builder elects or is required by City to place and operate out of a construction trailer or office on the Project site, for which all related costs shall be borne by Design-Builder, Design-Builder shall provide for an electronic device to exchange data wirelessly via a local area computer network, to include high-speed internet connections (commonly known as "Wi Fi access"), for City personnel's use while on the Project site, for the duration of the Project.

12.9. Use of Fire Hydrants.

Design-Builder, sub-consultants, Subcontractors and any other person working on the Project shall not open, turn off, interfere with, attach any pipe or hose to or connect anything with any fire hydrant, stop valve or stop cock, or tap any water main belonging to City, unless duly authorized in writing to do so by City.

12.10. Environmental Compliance.

- 12.10.1.** Design-Builder its sub-consultants and Subcontractors are deemed to have made themselves familiar with and at all times shall comply with any and all applicable federal, state or local laws, rules, regulations, ordinances and rules of common law now in effect (including any amendments now in effect), relating to the environment,

Hazardous Substances or exposure to Hazardous Substances including, but not limited to, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C.A. §§ 9601, et seq.; the Hazardous Materials Transportation Act, 49 U.S.C.A. §§ 1801, et seq.; the Resource Conservation and Recovery Act of 1976, 42 U.S.C.A. §§ 6901, et seq.; the Federal Water Pollution Control Act, 33 U.S.C.A §§ 1201, et seq.; the Toxic Substances Control Act, 15 U.S.C.A. §§ 2601, et seq.; the Clean Air Act, 42 U.S.C.A. §§ 7401, et seq.; the Safe Drinking Water Act, 42 U.S.C.A. §§ 3808, et seq., and any current judicial or administrative interpretation of these laws, rules, regulations, ordinances or rules of common law including, but not limited to, any judicial or administrative order, consent decree or judgment affecting the Project.

- 12.10.2.** In the event Design-Builder encounters materials on the Project Site reasonably believed to be a Hazardous Substance that have not been rendered harmless, and the removal of such materials is not a part of the scope of Work required under the Contract Documents, Design-Builder immediately shall stop Work in the affected area and report in writing the facts of such encounter to City. Work in the affected area shall not thereafter be resumed except by written order of City and written consent of Design-Builder, unless and until the encountered material is determined not to be a Hazardous Substance or the Hazardous Substance is remediated. Unless removal of such materials is a part of the scope of Work required under the Contract Documents, City shall remediate the Hazardous Substance with a separate contractor or through a Change Order with Design-Builder. If the Hazardous Substance exists in the affected area due to the fault or negligence of Design-Builder or any of its sub-consultants or Subcontractors, Design-Builder shall be responsible for remediating the condition at the sole expense of Design-Builder. If applicable, such remediation shall be in accordance with Design-Builder's Spill Remediation Plan. An extension of the Contract Time, for any delay in the progress schedule caused as a result of the discovery and remediation of a Hazardous Substance not due to the fault of Design-Builder, its sub-consultants or Sub-Contractors, may be granted by City and only in the event the Project's critical path is affected and Design-Builder is not the source of the Hazardous Substance. Any request for an extension of the Contract Time related to the discovery and remediation of a Hazardous Substance is subject to the provisions of **Articles 6.2 and 10 herein**.
- 12.10.3.** Design-Builder shall be responsible for identification, abatement, cleanup, control, removal, remediation and disposal of any Hazardous Substance brought into or onto the site by Design-Builder or any of its sub-consultant, Subcontractor or supplier. Design-Builder shall obtain any and all permits necessary for the legal and proper handling, transportation and disposal of the Hazardous Substance and shall, prior to undertaking any abatement, cleanup, control, removal, remediation and/or disposal, notify City so that City may observe the activities; provided, however, that it shall be Design-Builder's sole responsibility to comply with all applicable laws, rules, regulations or ordinances governing said activities.
- 12.10.4.** Design-Builder shall be responsible for complying with the Public Works Department's Capital Project Soil Relocation Policy and Communication Plan for all capital improvement projects as set forth in Contract Documents. Design-Builder

shall provide no more than three (3) soil disposal sites to the City fourteen (14) days prior to commencement of hauling any excess soil or fill material. Design-Builder shall provide required documentation regarding disposal or reuse sites, flood plain verification, storm water pollution measures information, and compliance with applicable federal, state and local regulations. Design-Builder shall not proceed with hauling activities of excess soils until they receive approval from City. Projects performed on Aviation grounds shall comply with Aviation's Soil Management Policy.

END OF ARTICLE 12

ARTICLE 13 INSURANCE AND BONDS

13.1. Design-Builder's Liability Insurance.

- 13.1.1.** Prior to the commencement of any work under this Agreement, Design-Builder shall furnish copies of all required endorsements and completed Certificate(s) of Insurance to City's Contract Services Department, which clearly shall be labeled **Police Station at St. Mary's Project 23-01735** in the Description of Operations block of the Certificate. The Certificate(s) shall be completed by an agent and signed by a person authorized by that insurer to bind coverage on its behalf. City shall not accept a Memorandum of Insurance or Binder as proof of insurance. The Certificate(s) shall be signed by the Authorized Representative of the insurance carrier and shall include the agent's original signature and the phone number. The Certificate(s) shall be mailed, with copies of all applicable endorsements, directly from the insurer's authorized representative to City. City shall have no duty to pay or perform its obligations under this Contract until such Certificate(s) and endorsements have been received and approved by City's Department. No officer or employee, other than the City of San Antonio's Risk Manager, shall have authority to waive this requirement.
- 13.1.2.** City reserves the right to review the insurance requirements of this during the effective period of this Contract and to modify insurance coverage and limits when deemed necessary and prudent by the City of San Antonio's Risk Manager based upon changes in statutory law, court decisions or circumstances surrounding this Contract. In no instance will City allow modification whereby City may incur increased risk. City shall reimburse Design-Builder for additional premium required due to such modifications.
- 13.1.3.** Design-Builder's financial integrity is of interest to City; therefore, subject to Design-Builder's right to maintain reasonable deductibles in such amounts as are approved by City, Design-Builder shall obtain and maintain in full force and effect, for the duration required by this Contract at Design-Builder's sole expense, insurance coverage written on an occurrence basis, unless otherwise indicated, by companies authorized to do business in the State of Texas and with an A.M Best's rating of no less than A- (VII), in the following types and for an amount not less than the amount listed in the following table:

Table 13.1

TYPE	AMOUNTS
1. Worker's Compensation. 2. Employer's Liability	Statutory \$1,000,000.00 / \$1,000,000.00 \$1,000,000.00
3. Commercial General Liability Insurance to include coverage for the following: a. Premises/Operations b. Products/Completed Operations c. Personal/Advertising Injury d. Explosion, Collapse, Underground	For Bodily Injury and Property Damage of: \$1,000,000.00 per occurrence; \$2,000,000.00 General Aggregate, or its equivalent in Umbrella or Excess Liability Coverage.
4. Business Automobile Liability: a. Owned/leased vehicles b. Non-owned vehicles c. Hired vehicles	Combined Single Limit for Bodily Injury and Property Damage of \$1,000,000.00 per occurrence.
5. Professional Liability (Claims-made basis) To be maintained and in effect for no less than two years subsequent to the completion of the professional service.	\$1,000,000.00 per claim, to pay on behalf of the insured all sums which the insured shall become legally obligated to pay as damages by reason of any act, malpractice, error, or omission in professional services.
6. Design-Builder's Pollution Liability	\$2,000,000.00 per claim; \$4,000,000.00 aggregate for claims associated with hazardous materials, to include spills and mitigation.
7. Umbrella or Excess Liability Coverage	\$5,000,000.00 per occurrence combined limit Bodily Injury (including death) and Property Damage.
8. *Builder's Risk	All Risk Policy written on an occurrence basis for 100% replacement cost during construction phase of any new or existing structure.
<i>* if applicable</i>	

- 13.1.4.** Design-Builder agrees to require, by written contract, that all sub-consultants and/or Subcontractors providing goods or services pursuant to performance on the Project obtain the same insurance coverage required of Design-Builder herein, except Subcontractors who do not have design responsibility are not required to provide

Professional Liability Insurance, and provide a certificate of insurance and endorsement that names Design-Builder and City as additional insureds for the Commercial General Liability and Business Auto Liability coverages. Policy limits of the coverages carried by sub-consultants and Subcontractors shall be determined as a business decision of the Design-Builder. Design-Builder shall provide City with said certificate and endorsement prior to the commencement of any work by any sub-consultants and/or Subcontractor. This provision may be modified by the City of San Antonio's Risk Manager, without subsequent San Antonio City Council approval, when deemed necessary and prudent, based upon changes in statutory law, court decisions or circumstances surrounding this Contract. Such insurance coverage modification may be enacted by letter signed by the City of San Antonio's Risk Manager, which shall become a part of this Contract for all purposes, and the GMP will be adjusted accordingly.

- 13.1.5.** As they apply to the limits required by City, City shall be entitled, upon request and without expense, to review copies of all insurance policies, declaration pages and all required endorsements associated with this Work at a mutually agreeable time and place and subject to an appropriate non-disclosure agreement.
- 13.1.6.** If City requests a copy/copies of an insurance policy, Design-Builder promptly shall comply and Design-Builder shall mark those portions of the policy, if any, Design-Builder regards as confidential. In the event a third party makes an Open Records Request, under the Texas Freedom of Information Act or other public information law asking to view or copy Design-Builder's policy, City shall submit the received request, along with Design-Builder's information, to the Texas Attorney General (hereafter referred to as "AG") for an opinion regarding the release of Design-Builder's policy information. Design-Builder and City agree that City will be bound by the AG opinion/decision. Similarly, Design-Builder agrees and accepts City will provide all Design-Builder information pursuant to a court order or a litigation discovery rule requiring or directing City to disclose any of Design-Builder's information.
- 13.1.7.** Design-Builder agrees that with respect to the above required insurance, all insurance policies are to contain or be endorsed to contain the following provisions:
- 13.1.7.1.** Name City, its officers, officials, employees, volunteers, and elected representatives as additional insured(s) by endorsement CG 20 26 or broader, with respect to operations and activities of, or on behalf of, the named insured performing under this Contract with City, with the exception of the workers' compensation and professional liability policies;
- 13.1.7.2.** Provide for an endorsement reflecting the "other insurance" clause shall not apply to the City of San Antonio where City is an additional insured shown on the policy; the required insurance coverage furnished by Design-Builder shall be the primary insurance for all purposes for the Project, as well as the primary insurance for the additional insured named in the required policies, Workers' compensation, employers' liability, general liability and automobile liability policies will provide a waiver of subrogation in favor of City.

- 13.1.7.3.** Provide thirty (30) calendar days advance written notice directly to City of any suspension, cancellation or non-renewal or material change in coverage, and not less than ten (10) calendar days advance notice for nonpayment of premium: and
- 13.1.7.4.** The Commercial General Liability policy required by the Design-Builder shall include broad form contractual liability.
- 13.1.8.** The liability policies required by **Article 13** shall provide indemnity for property damage in which the damaged work or the work out of which the damage arises was performed by any subcontractor for the Project and which is included in the Products-Completed Operations Hazard coverage under a standard Commercial General Liability Policy.
- 13.1.9.** Within five (5) calendar days of a suspension, cancellation or non-renewal of insurance coverage associated with this Work, Design-Builder shall provide a replacement Certificate(s) of Insurance and applicable endorsement(s) to City. City shall have the option to suspend Design-Builder's performance should there be a lapse in coverage at any time during this contract. Failure to provide and to maintain the required insurance shall constitute a material breach of this Contract.
- 13.1.10.** In addition to any other remedies City may have upon Design-Builder's failure to provide and maintain any insurance and/or policy endorsements to the extent and within the time required, City shall have the right to order Design-Builder to stop work hereunder and/or withhold any payment(s) which become due to Design-Builder hereunder until Design-Builder demonstrates compliance with the requirements hereof.
- 13.1.11.** Nothing contained herein shall be construed as limiting in any way the extent to which Design-Builder may be held responsible for payments of damages to persons or property resulting from Design-Builder's or its Sub-Design-Builders' and/or Subcontractors' performance of the Work covered under this Contract.
- 13.1.12.** Design-Builder accepts and agrees Design-Builder's insurance shall be deemed primary and non-contributory, with respect to any insurance or self-insurance carried by City, for liability arising out of Design-Builder's operations under this Contract.
- 13.1.13.** Design-Builder understands, accepts and agrees the insurance required of Design-Builder by this Contract is in addition to and separate from any other obligation contained in this Contract and no claim or action by or on behalf of City shall be limited to insurance coverage provided.
- 13.1.14.** Design-Builder and any Sub-Design-Builders and/or Subcontractors are responsible for all damage to their own equipment and/or property.
- 13.2. Builder's Risk Coverage.**

Design-Builder shall obtain at its expense and maintain throughout the duration of the Project, All-Risk Builder's Risk Insurance, if the Project involves complete construction of

a new building, or an All-Risk Installation Floater policy, if the Project involves materials and supplies needed for additions to, renovations or remodeling of an existing building. Coverage on either policy shall be All-Risk, including, but not limited to, Fire, Extended Coverage, Vandalism and Malicious Mischief, Flood (if located in a flood zone) and Theft, in an amount equal to one hundred percent (100%) of the insurable value of the Project for the Installation Floater policy, and one hundred percent (100%) of the replacement cost of the Project for the Builder's Risk policy. If an Installation Floater policy is provided, City shall be shown as a Joint Named Insured with respect to the Project. If a Builder's Risk policy is provided, the policy shall be written on a Completed Value Form, including materials delivered and labor performed for the Project. This policy shall be in the name of Design-Builder and naming City, Design Consultant and Subcontractors, as well as any Sub-Subcontractors, as additional insured as their interests may appear. The policy shall have endorsements as follows:

- 13.2.1.** This insurance shall be specific as to coverage and not contributing insurance with any permanent insurance maintained on the property.
- 13.2.2.** Loss, if any, shall be adjusted with and made payable to Design-Builder or City and Design-Builder as trustee for the insured as their interests may appear.

13.3. Property Insurance

Design-Builder shall maintain property insurance to cover damage done to City property. Shall be inclusive in the Builder's All Risk Insurance Policy. City shall provide Design-Builder with required information and valuation required for Design-Builder to obtain such coverage.

13.3.1. Boiler and Machinery Insurance.

If applicable, City shall purchase and maintain Boiler and Machinery Insurance required by the Contract Documents or by law, which specifically shall cover such insured objects during installation and until final acceptance by City. This insurance shall include the interests of City, Design-Builder, Subcontractors and Sub-Subcontractors in the Work, and City and Design-Builder shall be named insureds.

13.3.2. Loss of Use Insurance.

City, at City's option, may purchase and maintain such insurance as shall insure City against loss of use of City's property due to fire or other hazards, however caused. City waives all rights of action against Design-Builder that it may now have or have in the future for loss or damage to City's property howsoever arising, including consequential losses due to fire or other hazards however caused.

- 13.3.3.** Design-Builder shall provide to City a Certificate of Insurance evidencing all property insurance policies procured under this **Article 13** and all endorsements thereto, before any exposure to loss may occur.

- 13.3.4.** Partial occupancy or use in accordance with **Article 11.9.** shall not commence until the insurance company/companies providing property insurance have consented to such partial occupancy or use by endorsement or otherwise. City and Design-Builder shall take reasonable steps to obtain consent of the insurance company/companies and shall take no action without mutual written consent with respect to partial occupancy or use that would cause cancellation, lapse or reduction of insurance.
- 13.3.5.** Design-Builder shall take all necessary precautions to ensure no damage shall result from operations to private or public property. All damages shall be repaired or replaced by Design-Builder at no additional cost to City.

13.4. Performance Bond and Payment Bonds.

- 13.4.1.** Subject to the provisions of **Article 13.4.2** herein, Design-Builder shall, with the execution and delivery of the Contract, furnish and file with City, in the amounts required in this **Article 13**, the surety bonds described in **Article 13.4**, with said surety bonds in accordance with the provisions of Chapter 2253, Texas Government Code, as amended. Each surety bond shall be signed by Design-Builder, as the Principal, as well as by an established corporate surety bonding company as surety, meeting the requirements of **Article 13** herein and approved by City. The surety bonds shall be accompanied by an appropriate Power-of-Attorney clearly establishing the extent and limitations of the authority of each signer to so sign and shall include:

13.4.1.1. Performance Bond.

A good and sufficient Performance Bond in an amount equal to one hundred percent (100%) of the total Contract Sum, guaranteeing the full and faithful execution of the Work and performance of the Contract in accordance with Plans, Specifications and all other Contract Documents, including any extensions thereof, for the protection of City. This Performance Bond shall also provide for the repair and maintenance of all defects due to faulty materials and workmanship that appear within a period of one (1) year from the date of final Completion or acceptance of the Work by the City, or lesser or longer periods as otherwise may be designated in the Contract Documents.

13.4.1.2. Payment Bond.

A good and sufficient Payment Bond in an amount equal to 100% of the total Contract Sum, guaranteeing the full and prompt payment of all claimants supplying labor or materials in the prosecution of the Work provided for in the Contract, and for the use and protection of each claimant.

- 13.4.2.** If the Contract Sum, including City-accepted Alternates and allowances, if any, is greater than \$100,000.00, Payment Bond and Performance Bond equaling one hundred percent (100%) of the Contract Sum are mandatory and shall be provided by Design-Builder. If the Contract Sum is greater than \$50,000.00 but less than or

equal to \$100,000.00 only a Payment Bond equaling one hundred percent (100%) of the Contract amount is mandatory; provided, however, that Design-Builder also may elect to furnish a Performance Bond in the same amount if Design-Builder so chooses. If the Contract Sum is less than or equal to \$25,000, Design-Builder may elect not to provide Performance and Payment Bonds; provided that in such event, no money will be paid by City to Design-Builder until final completion of all Work. If Design-Builder elects to provide the required Performance Bond and Payment Bond, the Contract Sum shall be payable to Design-Builder through progress payments in accordance with these General Conditions.

- 13.4.3.** No surety shall be accepted by City that is in default, delinquent on any bonds or that is a party to any litigation against City. All bonds shall be made and executed on City's standard forms, shall be approved by City and shall be executed by not less than one (1) corporate surety that is authorized and admitted to do business in the State of Texas, is licensed by the State of Texas to issue surety bonds, is listed in the most current United States Department of the Treasury List of Acceptable Sureties and is otherwise acceptable to City. Each bond shall be executed by Design-Builder and the surety and shall specify that legal venue for enforcement of each bond exclusively shall lie in Bexar County, Texas. Each surety shall designate an agent resident in Bexar County, Texas to which any requisite statutory notices may be delivered and on which service of process may be had in matters arising out of the suretyship.
- 13.4.4.** The person or persons, partnership, company, firm, limited liability company, association, corporation or other business entity to whom the Contract is awarded shall, within ten (10) days after such award, sign the required Contract with City and provide the necessary surety bonds and evidence of insurance as required under the Contract Documents. No Contract shall be binding on City until:
- 13.4.4.1.** it has been approved as to form by City's City Attorney;
- 13.4.4.2.** it has been executed by City's City Manager (if required);
- 13.4.4.3.** the Payment Bond and Performance Bond and evidence of required insurance have been furnished to City by Design-Builder, as required by the Contract Documents; and
- 13.4.4.4.** a fully executed Contract has been delivered to Design-Builder (if required).
- 13.4.5.** The failure of Design-Builder to execute the Contract (if required) and deliver the required bonds and evidence of insurance within ten (10) days after the Contract is awarded, or as soon thereafter as City can assemble and deliver the Contract and by the time the City-scheduled Pre-Construction meeting is held shall, at City's option, constitute a material breach of Design-Builder's bid proposal and City may rescind the contract award and collect or retain the proceeds of the bid security. By reason of the uncertainty of the market prices for materials and labor, and it being impracticable and difficult to determine accurately the amount of damages occurring to City by reason of Design-Builder's failure to execute the Contract within ten (10)

days and deliver bonds and insurance by the City-scheduled Pre-Construction meeting, the filing of a bid proposal shall constitute an acceptance of this **Article**. In the event City should re-advertise for bids, the defaulting Design-Builder shall not be eligible to bid and the lowest responsible bid obtained in the re-advertisement shall be the bid referred to in this **Article**.

13.5. Umbrella Liability Insurance.

Design-Builder shall obtain, pay for and maintain Umbrella Liability Insurance during the Contract term, insuring Design-Builder for an amount of not less than **\$5,000,000** per occurrence combined limit Bodily Injury (including death) and Property Damage, that follows form and applies in excess of the primary coverage required hereinabove. City shall be named as an additional insured, using endorsement CG 20 26 or broader. No aggregate shall be permitted for this type of coverage. The Umbrella Liability Insurance policy shall provide “drop down” coverage, where the underlying primary insurance coverage limits are insufficient or exhausted.

13.6. Policy Endorsements and Special Conditions.

13.6.1. Each insurance policy to be furnished by Design-Builder shall address the following required provisions within the certificate of insurance, which shall be reflected in the body of the insurance contract and/or by endorsement to the policy:

13.6.1.1. City shall be named as an additional insured on all liability coverages, using endorsement CG 20 26 or broader. When City elects to employ a Construction Manager on the Project, Design-Builder, sub-consultant(s) and Subcontractor(s) shall include the Construction Manager on all liability insurance policies, to the same extent as City is required to be named as additional insured.

13.6.1.2. Within five (5) calendar days of a suspension, cancellation or non-renewal of any required line of insurance coverage, Design-Builder shall provide City a replacement certificate of insurance with all applicable endorsements included. City shall have the option to suspend Design-Builder’s performance should there be a lapse in coverage at any time during the Contract.

13.6.1.3. The terms “City” or “City of San Antonio” shall include all authorities, boards, bureaus, commissions, divisions, departments and offices of City and the individual members, employees and agents thereof in their official capacities while acting on behalf of City.

13.6.1.4. The policy phrase or clause “Other Insurance” shall not apply to City where City is an additional insured on the policy. The required insurance coverage furnished by Design-Builder shall be the primary insurance for all purposes for the Project, as well as the primary insurance for the additional insured named in the required policies.

13.6.1.5. The Commercial General Liability policy required by the Design-Builder shall include broad form contractual liability.

13.6.2. Concerning the insurance to be furnished by Design-Builder, it is a condition precedent to acceptability that:

- 13.6.2.1.** All policies must comply with the applicable requirements and special provisions of this **Article 13.6.2.1**.
- 13.6.2.2.** Any policy evidenced by a Certificate of Insurance shall not be subject to limitations, conditions or restrictions deemed inconsistent with the intent of the insurance requirements set forth herein, and City's decision regarding whether any policy contains such provisions and contrary to this requirement shall be final.
- 13.6.2.3.** All policies required are to be written through companies duly authorized and approved to transact that class of insurance in the State of Texas and that otherwise are acceptable to City.

13.6.3. Design-Builder agrees to the following special provisions:

- 13.6.3.1.** Design-Builder hereby waive subrogation rights for loss or damage to the extent same are covered by insurance. Insurers shall have no right of recovery or subrogation against City, it being the intention that the insurance policies shall protect all parties to the Contract and be primary coverage for all losses covered by the policies. This waiver of subrogation shall be included, by endorsement or otherwise, as a provision of all policies required under this **Article 13**.
- 13.6.3.2.** the insurance companies issuing the insurance policies and Design-Builder shall have no recourse whatsoever against City for payment of any premiums or assessments for any deductibles, as all such premiums and assessments solely are the responsibility and risk of Design-Builder.
- 13.6.3.3.** Approval, disapproval or failure to act by City, regarding any insurance supplied by Design-Builder, sub-consultant(s) or subcontractor(s), shall not relieve Design-Builder of any responsibility or liability for damage or accidents as set forth in the Contract Documents. The bankruptcy, insolvency or denial of liability of or by Design-Builder's insurance company likewise shall not exonerate or relieve Design-Builder from liability.
- 13.6.3.4.** City reserves the right to review the insurance requirements contained in this **Article 13** during the effective period of this Contract and to adjust insurance coverage and insurance limits when deemed necessary and prudent by City's Risk Management Division, based upon changes in statutory law, court decisions or the claims history of Design-Builder and Subcontractors. City shall reimburse Design-Builder for additional premium required due to such modifications.
- 13.6.3.5.** No special payments shall be made for any insurance policies that Design-Builder, sub-consultants and subcontractors are required to carry. Except as provided in **Article 13.6** herein, all amounts payable regarding the insurance policies required under the Contract Documents are included in the Contract Sum.

- 13.6.3.6.** Any insurance policies required under this **Article 13** may be written in combination with any of the other policies, where legally permitted, but none of the specified limits neither may be lowered or otherwise negatively impacted by doing so, nor may any of the requirements or special provisions of this **Article 13** be limited or circumvented by doing so.

END OF ARTICLE 13

ARTICLE 14 INSPECTING, UNCOVERING, AND CORRECTING OF WORK

14.1. Inspecting Work.

City shall have authority to reject Work that does not conform to the Contract Documents. Whenever City considers it necessary or advisable, City shall have authority to require Design-Builder to inspect or test the Work in accordance with this **Article 14**, whether or not such Work is fabricated, installed or completed.

14.2. Uncovering Work.

- 14.2.1.** If a portion of the Work is covered, concealed and/or obstructed, contrary to City's requirements specifically expressed in the Contract Documents, it must be uncovered for City's inspection and properly be replaced at Design-Builder's expense without any change in the Contract Time or Sum.
- 14.2.2.** If a portion of the Work has been covered, concealed and/or obstructed and City has not inspected the Work prior to its being covered, concealed and/or obstructed, City retains the right to inspect such Work and, when directed by City, Design-Builder shall uncover it. If said Work is found to be in accordance with the Contract Documents, the costs for uncovering and replacement shall, by appropriate Change Order, be paid by City. If such Work uncovered is found to not be in accordance with the Contract Documents, Design-Builder shall pay all costs associated with the uncovering, correction and replacement of the Work, unless the condition found was caused by City or City's separate contractor, in which event City shall be responsible for payment of actual costs incurred by Design-Builder.

14.3. Correcting Work.

- 14.3.1.** Design-Builder promptly shall correct any Work rejected by City as failing to conform to the requirements of the Contract Documents, whether inspected before or after Substantial Completion and whether or not fabricated, installed or completed. Design-Builder shall bear costs of correcting such rejected Work, along with all costs for additional testing and inspections, along with all compensation for City's services and incurred expenses made necessary thereby.
- 14.3.2.** In addition to Design-Builder's warranty obligations set out in **Article 5.6**, if any of the Work is found to be defective or nonconforming with the requirements of the

Contract Documents including, but not limited to, these General Conditions, Design-Builder promptly shall correct the Work after receipt of written notice from City to correct, unless City previously has given Design-Builder a written acceptance or waiver of the defect or nonconformity. Design-Builder's obligation to correct defective or nonconforming Work remains in effect for:

- 14.3.2.1.** one (1) year after the date of Substantial Completion of the Work or a designated portion of the Work;
 - 14.3.2.2.** one (1) year after the date for commencement of warranties established by agreement in connection with partial occupancy under **Article 11.9** hereto; or
 - 14.3.2.3.** the stipulated duration of any applicable special warranty required by the Contract Documents.
- 14.3.3.** The one (1) year period, described in **Article 14.3**, shall be extended, with respect to portions of the Work first performed after Substantial Completion, by the period of time between Substantial Completion and the actual completion of the Work.
- 14.3.4.** The obligations of Design-Builder under this **Article 14.3** shall survive final acceptance of the Work and the termination of this Contract. City shall give notice to Design-Builder after discovery of a defective or nonconforming condition in the Work. The one (1) year period stated in this **Article 14.3** does not limit the ability of City to require Design-Builder to correct latent defects or nonconformities in the Work, which defects or nonconformities could not have been discovered through reasonable diligence by City at the time the Work was performed or at the time of inspection for certification of Substantial Completion or final completion. The one (1) year period also does not relieve Design-Builder from liability for any defects or deficiencies in the Work that may be discovered after the expiration of the one (1) year correction period.
- 14.3.5.** Design-Builder shall remove from the Project Site those portions of the Work which are not in accordance with the requirements of the Contract Documents and are neither corrected by Design-Builder nor accepted by City.
- 14.3.6.** If Design-Builder fails to correct any defective or nonconforming Work within what City deems a reasonable time after City gives written notice of rejection to Design-Builder, City may correct the defective or nonconforming Work in accordance with this **Article 14.3**. If Design-Builder does not promptly proceed with correction of any defective or nonconforming Work within what City deems a reasonable time fixed by written notice from City, City may remove or replace the defective or nonconforming Work and store the salvageable materials or equipment at Design-Builder's expense. If Design-Builder does not pay the costs of removal and storage within ten (10) calendar days after written notice by City, City may, upon ten (10) additional calendar days written notice, sell the materials and equipment at auction or at private sale and shall account to Design-Builder for the proceeds, after deducting all costs and damages that should have been borne by Design-Builder to correct the defective work, including all compensation for City's services and

expenses made necessary as a result of the sale, removal and storage. If the proceeds of such a sale do not cover the costs that Design-Builder should have borne, the Contract Sum shall be reduced by the deficiency. If payments due to Design-Builder then or thereafter are not sufficient to cover the deficiency, Design-Builder shall pay the difference to City.

- 14.3.7.** Design-Builder shall bear the cost of correcting destroyed or damaged construction of City or City's separate contractors, whether the construction is completed or partially completed, caused by Design-Builder's correction or removal of Work which is not in accordance with the requirements of the Contract Documents.
- 14.3.8.** Nothing contained in this **Article 14.3** shall be construed to establish a period of limitation with respect to other obligations which Design-Builder might have under the Contract Documents. The establishment of the one (1) year time period, as described in **Article 14.3** relates only to the specific obligation of Design-Builder to correct the Work pursuant to **Article 14** herein and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced or to the time within which proceedings may be commenced to establish Design-Builder's liability with respect to Design-Builder's obligations other than specifically to correct the Work pursuant to **Article 14** herein.
- 14.3.9.** Any Work repaired or replaced, pursuant to this **Article 14**, shall be subject to the provisions of **Article 14** to the same extent as Work originally performed or installed.

14.4. Acceptance Of Nonconforming Work.

City may, in City's sole discretion, accept Work that is not in accordance with the requirements of the Contract Documents instead of requiring its removal and correction. Upon said occurrence, the Contract Sum will be reduced as appropriate and equitable, as solely reasonably determined by City. Any adjustment will be accomplished whether or not final payment has been made

END OF ARTICLE 14

ARTICLE 15 COMPLETION OF THE CONTRACT / TERMINATION / TEMPORARY SUSPENSION

15.1. Final Completion of Contraction.

The Contract will be considered completed, except as provided in any warranty or maintenance stipulations, bond, when all the Work fully has been completed, a final inspection is made by City and final acceptance is provided by written notification issued by City.

15.2. Warranty Fulfillment.

Prior to the expiration of the specified correcting of work period provided for in **Article 14** herein, City shall make a detailed inspection of the Work and shall advise Design-Builder and Design-Builder's Surety of the items that require correction. City shall make a subsequent inspection and, if the corrections properly have been performed, City shall issue a letter of release on the maintenance obligations to Design-Builder. If, for any reason, Design-Builder has not made the required corrections before the expiration of the warranty period, the warranty provisions, as provided for in the Contract Documents, shall remain in effect until the corrections properly have been performed and a letter of release from City to Design-Builder is issued.

No action or failure to act by City in regard to **Article 15.2** herein shall constitute City's acceptance of Work which is non-conforming and/or fails to comply with all requirements of the Contract Documents, except as may be specifically agreed in writing. Furthermore, no action or failure to act by City in regard to **Article 15.2** herein shall constitute a waiver of any right or duty afforded City under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed in writing

15.3. Termination by City for Cause.

15.3.1. Notwithstanding any other provision of these General Conditions, the Work or any portion of the Work may be terminated immediately by City for any material breach or default by Design-Builder after giving seven (7) calendar days advance written notice and an opportunity to cure to Design-Builder (or, if the alleged breach or default cannot reasonably be cured within such time, seven (7) calendar days for Design-Builder to commence and thereafter diligently continue such cure), if applicable, including but not limited to the following causes:

- 15.3.1.1.** Failure or refusal of Design-Builder to start the Work within ten (10) calendar days after the date of the written Notice to Proceed is issued by City to Design-Builder commence Work;
- 15.3.1.2.** A reasonable belief of City that the progress of the Work being made by Design-Builder is insufficient to complete the Work within the specified Contract Time;
- 15.3.1.3.** Failure or refusal of Design-Builder to provide sufficient and proper equipment or construction forces to properly execute the Work in a timely manner;
- 15.3.1.4.** City's reasonable belief that Design-Builder has abandoned the Work;
- 15.3.1.5.** City's reasonable belief that Design-Builder has become insolvent, bankrupt, or otherwise is financially unable to carry on the Work;

- 15.3.1.6.** Failure or refusal on the part of Design-Builder to observe any material requirements of the Contract Documents or to comply with any written orders given by City, as provided for in the Contract Documents;
 - 15.3.1.7.** Failure or refusal of Design-Builder promptly to correct any defects in materials or workmanship, or defects of any nature, the correction of which has been directed to Design-Builder in writing by City or Design Consultant;
 - 15.3.1.8.** A reasonable belief by City collusion exists or has occurred for the purpose of illegally procuring the contract, a sub-consultant or a Subcontractor, or that a fraud is being perpetrated on City in connection with the construction of Work under the Contract; or
 - 15.3.1.9.** Repeated and flagrant violation of safe working procedures.
- 15.3.2.** When the Work or any portion of the Work is terminated for any of the causes itemized in **Article 15.3.1**, or for any other cause except termination for convenience pursuant to **Article 15.3.7**, Design-Builder shall, as of the date specified by City, immediately discontinue the Work or a portion of the Work as City shall designate, whereupon the Surety shall, within fifteen (15) calendar days after the written notice of termination by City for cause has been served upon Design-Builder and the Surety or its authorized agents, assume the obligations of Design-Builder for the Work or that portion of the Work which City has ordered Design-Builder to discontinue and Surety may:
- 15.3.2.1.** perform the Work with forces employed by the Surety;
 - 15.3.2.2.** with the written consent of City, tender a replacement Design-Builder to take over and perform the Work, in which event the Surety shall be responsible for and pay to the replacement Design-Builder the amount of any costs required to be incurred for the completion of the Work that are in excess of the amount of funds remaining under the Contract as of the time of the termination; or
 - 15.3.2.3.** with the written consent of City, tender and pay to City in settlement the amount of money necessary to finish the balance of uncompleted Work under the Contract, correct existing defective or nonconforming work and compensate City for any other loss sustained as a result of Design-Builder's default.
- 15.3.3.** In the event of a termination by City for cause involving **Article 15.3.1** and/or **Article 15.3.2**, Surety shall assume Design-Builder's place in all respects and the amount of funds remaining and unpaid under the Contract shall be paid by City for all Work performed by Surety or the accepted replacement Design-Builder, in accordance with the terms of the Contract Documents, subject to any rights of City to deduct any and all costs, damages (liquidated or actual) City incurred, including, but not limited to, any and all additional fees and expenses of Design-Builder and any attorney fees City incurs as a result of Design-Builder's default and subsequent termination.

- 15.3.4.** The balance of the Contract Sum remaining at the time of Design-Builder's default and subsequent termination shall become due and payable by City to the Surety as the Work progresses, subject to all of the terms, covenants and conditions of the Contract Documents. If the Surety does not, within the time specified in **Article 15.3.2**, exercise its obligation to assume the obligations of the Contract or that portion of the Work which City has ordered Design-Builder to discontinue, then City shall have the power to complete the Work by contract or otherwise, as City may deem necessary and so elects. Design-Builder agrees that City shall have the right to:
- 15.3.4.1.** take possession of or use any or all of the materials, plant, tools, equipment, supplies and property of any and every kind, to be provided by Design-Builder for the purpose of the Work; and
 - 15.3.4.2.** procure other tools, equipment, labor and materials for the completion of the Work at Design-Builder's and Surety's expense; and
 - 15.3.4.3.** charge to the account of Design-Builder/Surety the expenses of completion and labor, materials, tools, equipment, and incidental expenses.
- 15.3.5.** All expenses incurred by City to complete the Work shall be deducted by City out of the balance of the Contract Sum remaining unpaid to or unearned by Design-Builder. Design-Builder and Surety shall be liable to City for any costs incurred in excess of the balance of the Contract Sum for the completion and correction of the Work and for any other costs, damages, expenses (including, but not limited to, additional fees of City and attorney's fees) and liquidated or actual damages incurred as a result of the termination.
- 15.3.6.** City shall not be required to obtain the lowest bid for the Work of completing the Contract, as described in **Article 15.3.4**, but the expenses to be deducted from the Contract Sum shall be the actual reasonable cost of such Work and all other damages, as provided in **Article 15.3.4**. In case City's costs and damages are less than the sum which would have been payable under the Contract if the Work had been completed by Design-Builder pursuant to the Contract, then City may pay Design-Builder (or Surety, in the event of a complete termination by City for cause) the difference, provided that Design-Builder (or Surety) shall not be entitled to any claim for damages or for loss of anticipated profits. In case such costs for completion and damages shall exceed the amount which would have been payable under the Contract if the Work had been completed by Design-Builder pursuant to the Contract, then Design-Builder and its Surety shall pay the amount of the excess to City immediately upon written notice from City to Design-Builder and/or Surety for the excess amount owed. When only a particular part of the Work is being carried on by City, by contract or otherwise under the provisions of this **Article 15.3.6**, Design-Builder shall continue the remainder of the Work in conformity with the terms of the Contract and in such manner as not to hinder or interfere with the performance of workers employed and provided by City.
- 15.3.7.** The right to terminate this Contract for the convenience of City (including, but not limited to, non-appropriation of funding) expressly is retained by City. In the event

of a termination for convenience by City, City shall, at least ten (10) calendar days in advance, deliver written notice of the termination for convenience to Design-Builder. Upon Design-Builder's receipt of such written notice, Design-Builder immediately shall cease the performance of the Work and shall take reasonable and appropriate action to secure and protect the Work then in place. Design-Builder then shall be paid by City, in accordance with the terms and provisions of the Contract Documents, an amount not to exceed the actual labor costs incurred and not yet paid to date, the actual cost incurred and not yet paid to date of all materials installed and the actual cost incurred and not yet paid to date of all materials stored at the Project site or away from the Project site, as approved in writing by City and which cannot be returned, plus applicable overhead, profit and the actual, reasonable and documented termination costs, if any, paid by Design-Builder in connection with the Work in place which is completed and in conformance with the Contract Documents up to the date of termination for convenience, less all amounts previously paid for the Work. No amount ever shall be paid to Design-Builder for lost or anticipated profits on any part of the Work not performed.

15.4. Temporary Suspension of the Work.

15.4.1. The Work or any portion of the Work may temporarily be suspended by City, for a time period not to exceed ninety (90) calendar days, immediately upon written notice to Design-Builder for any reason including, but not limited to:

15.4.1.1. the causes described in **Article 3.1**;

15.4.1.2. under other provisions in the Contract Documents that require or permit temporary suspension of the Work;

15.4.1.3. situations where the Work is threatened by, contributes to or causes an immediate threat to public health, safety, or security; or

15.4.1.4. other unforeseen conditions or circumstances.

15.4.2. Design-Builder immediately shall resume the temporarily suspended Work when ordered in writing to do so by City. City shall not, under any circumstances, be liable for any claim of Design-Builder arising from a temporary suspension due to a cause described in **Article 15.4.1**; provided, however, that in the case of a temporary suspension for any of the reasons described under **Article 15.4.1.2**, where Design-Builder is not a contributing cause of the suspension or where the provision of the Contract Documents in question does not specifically provide that the suspension is at no cost to City, City shall make an equitable adjustment for the following items, provided that a claim properly is made by Design-Builder under **Article 6.2**:

15.4.2.1. an equitable extension of the Contract Time, not to exceed the actual delay caused by the temporary suspension, as determined by City;

15.4.2.2. an equitable adjustment to the Contract Sum for the actual, necessary and reasonable costs of properly protecting any Work finished or partially finished

during the period of the temporary suspension; provided, however, that no payment of profit and/or overhead shall be allowed on top of these costs; and

- 15.4.2.3.** if it becomes necessary to move equipment from the Project Site and then return it to the Project Site when the Work is ordered to be resumed, an equitable adjustment to the Contract Sum for the actual, necessary and reasonable cost of these moves; provided, however, that no adjustment to the Contract Sum shall be due if said equipment is moved to another Project site of City.

END OF ARTICLE 15

ARTICLE 16 MISCELLANEOUS PROVISIONS

16.1. Small Business Economic Development Advocacy (SBEDA).

Design-Builder shall comply with the requirements of City's Small Business Economic Development Advocacy Office posted in the Project's solicitation documents and the Contract Documents.

16.2. Governing Law; Compliance with Laws and Regulations.

- 16.2.1.** This Contract shall be governed by the laws and case decisions of the State of Texas, without regard to conflict of law or choice of law principles of Texas or of any other state.
- 16.2.2.** This Contract is entered into subject to and controlled by the Charter and ordinances of the City of San Antonio and all applicable laws, rules and regulations of the State of Texas and the Government of the United States of America. Design-Builder shall, during the performance of the Work, comply with all applicable City of San Antonio codes and ordinances, as amended, and all applicable State of Texas and Federal laws, rules and regulations, as amended.

16.3. Successors and Assigns.

City and Design-Builder respectively bind themselves, their partners, successors, assigns and legal representatives to the promises, covenants, terms, conditions and obligations contained in the Contract Documents. Design-Builder shall not assign, transfer or convey its interest or rights in the Contract, in part or as a whole, without the written consent of City. If Design-Builder attempts to make an assignment, transfer or conveyance without City's written consent, Design-Builder nevertheless shall remain legally responsible for all obligations under the Contract Documents. City shall not assign any portion of the Contract Sum due or to become due under this Contract without the written consent of Design-Builder, except where assignment is compelled by court order, other operation of law or the terms of these General Conditions.

16.4. Written Notice.

Any notice, payment, statement or demand required or permitted to be given under this Contract by either party to the other may be effected by personal delivery in writing, facsimile transmission, email, U.S. mail (postage prepaid) or by overnight delivery to an officer, management level employee or other designated representative of either party. Mailed or e-mailed notices shall be addressed to the parties at an address designated by each party, but each party may change its address by written notice to the other in accordance with this **Article 16.4**. Mailed notices shall be deemed received as of three (3) calendar days after mailing.

16.5. Rights and Remedies; No Waiver of Rights by City.

16.5.1. The duties and obligations imposed on Design-Builder by the Contract Documents and the rights and remedies available to City under the Contract Documents shall be in addition to, and not a limitation of, any duties, obligations, rights and remedies otherwise imposed or made available by law.

16.5.2. No action or failure to act by City shall constitute a waiver of a right afforded City under the Contract Documents, nor shall any action or failure to act by City constitute approval of or acquiescence in a breach of the Contract by Design-Builder, except as may be specifically agreed in writing by Change Order, Amendment or supplemental agreement.

16.6. Interest.

City shall not be liable for interest on any progress or final payment to be made under the Contract Documents, except as may be provided by the applicable provisions of the Prompt Payment Act, Chapter 2251, Texas Government Code, as amended, subject to **Article 11** of these General Conditions.

16.7. Test and Inspections

16.7.1. Tests, inspections and approvals of portions of the Work required by the Contract Documents or by laws, ordinances, rules, regulations or orders of public authorities having jurisdiction shall be made at an appropriate time and shall be made promptly to avoid unreasonable delay in the Work. Unless otherwise provided, the Design-Builder shall make arrangements for such tests, inspections and approvals with an independent testing laboratory or entity acceptable to City, or with the appropriate public authority, and shall bear all related costs of tests, inspections and approvals. .

16.7.2. If the City determines that portions of the Work require additional testing, inspection or approval not included under **Article 16.7.1**, City, shall instruct Design-Builder to make arrangements for such additional testing, inspection or approval by an entity acceptable to City. Such costs, except as provided in **Article 16.7.3**, shall be at Design-Builder's expense.

- 16.7.3.** If such procedures for testing, inspection or approval under **Articles 16.7.1 and 16.7.2** reveal failure of portions of the Work to comply with requirements established by the Contract Documents, all remediation, repairs, replacements, and other costs made necessary by such failure (including those of repeated procedures), shall be at Design-Builder's expense.
- 16.7.4.** Required certificates of testing, inspection or approval shall, unless otherwise required by the Contract Documents, be secured by Design-Builder.

16.8. Independent Materials Testing and Inspection.

In some circumstances, City shall retain, independent of Design-Builder, inspection services, the testing of construction materials, engineering and the verification testing services necessary for acceptance of the Project by City. Such consultants will be selected in accordance with Section 2254.004 of the Government Code. The professional services, duties and responsibilities of any independent consultants of City will be described in the agreements between City and those consultants. The provision of inspection services by City will be for Quality Assurance and shall not reduce or lessen Design-Builder's responsibility for the Work or its duty to establish and implement a thorough Quality Control Program to monitor the quality of construction and guard City against defects and deficiencies in the Work, as required herein. Design-Builder fully and solely is responsible for constructing the Project in strict accordance with the Construction Documents.

16.9. Financial Interest.

- 16.9.1.** Officers or employees of the City shall not have financial interest in any contract of the city. Design-Builder acknowledges the Charter of the City of San Antonio and its Ethics Code prohibits a City officer or employee, as those terms are defined in Section 2-52 of the Ethics Code, from having a financial interest in any contract with City of any City agency, such as City-owned utilities. An officer or employee has a "prohibited financial interest" in a contract with City or in the sale to City of land, materials, supplies or service if any of the following individual(s) or entities is a Party to the contract or sale:

- 16.9.1.1.** City officer or employee; his parent, child or spouse;
- 16.9.1.2.** business entity in which the officer or employee, his parent, child or spouse owns ten (10) percent or more of the voting stock or shares of the business entity;
- 16.9.1.3.** business entity in which any individual or entity listed above is a Subcontractor on a City contract, or
- 16.9.1.4.** a partner or a parent or subsidiary business entity.

- 16.10.** Pursuant to the subsection above, Design-Builder warrants and certifies, and this Contract is made in reliance thereon, that it, its officers, employees and/or agents are neither officers nor employees of City. Design-Builder further warrants and certifies that it has tendered to City a Discretionary Contracts Disclosure Statement in compliance with City's Ethics

Code. Any violation of this **Article 16.10** shall constitute malfeasance in office and any officer or employee of City guilty thereof shall forfeit his office or position. Any violation of this **Article 16.10**, with the knowledge, express or implied, of the person, persons, partnership, company, firm, association or corporation contracting with City shall render a Contract voidable by the City's City Manager or City Council.

16.11. Venue.

This Contract shall be performed in Bexar County, Texas, and if legal action is necessary to enforce this Contract, exclusive venue shall lie in Bexar County, Texas.

16.12. Independent Design-Builder.

In performing the Work under this Contract, the relationship between City and Design-Builder is that of an independent contractor. Design-Builder shall exercise independent judgment in performing the Work and solely is responsible for setting working hours, scheduling and/or prioritizing the Work flow and determining the means and methods of performing the Work, subject only to the requirements of the Contract Documents. No term or provision of this Contract shall be construed as making Design-Builder an agent, servant or employee of City or making Design-Builder or any of Design-Builder's employees, agents or servants eligible for the fringe benefits, such as retirement, insurance and worker's compensation which City provides to its employees.

16.13. Non-Discrimination.

As a Party to this Contract, Design-Builder understands and agrees to comply with the *Non-Discrimination Policy* of the City of San Antonio contained in Chapter 2, Article X of the City of San Antonio Code and further, Design-Builder shall not discriminate on the basis of race, color, religion, national origin, sex, sexual orientation, gender identity, veteran status, age or disability, unless Design-Builder is exempted by state or federal law, or as otherwise established. Design-Builder covenants that it shall take all necessary actions to insure that, in connection with any Work under this Contract, Design-Builder, its sub-consultant(s), and its Subcontractor(s) shall not discriminate in the treatment or employment of any individual or groups of individuals on the grounds of race, color, religion, national origin, sex, sexual orientation, gender identity, veteran status, age or disability, either directly, indirectly or through contractual or other arrangements. Design-Builder also shall comply with all applicable requirements of the Americans with Disabilities Act, 42 U.S.C.A. §§12101-12213, as amended.

16.14. Benefits to Public Servants.

- 16.14.1.** City may terminate this Contract immediately if Design-Builder has offered, conferred or agreed to confer any benefit on a City of San Antonio employee or official that the employee or official is prohibited by law from accepting.

- 16.14.2.** For purposes of this **Article 16.14**, "benefit" means anything reasonably regarded as pecuniary gain or pecuniary advantage, including benefit to any other person in whose welfare the beneficiary has a direct or substantial interest, but does not include a contribution or expenditure made and reported in accordance with law.
- 16.14.3.** Notwithstanding any other legal remedies, City may require Design-Builder to remove any employee of Design-Builder, a sub-consultant, a Subcontractor or any employee of a sub-consultant and/or Subcontractor from the Project who has violated the restrictions of this **Article 16** or any similar state or federal law and City may obtain reimbursement for any expenditures made to Design-Builder as a result of the improper offer, agreement to confer or the conferring of a benefit to a City of San Antonio employee or official.

16.15 Mutual Waiver of Consequential Damages.

Notwithstanding anything in the Contract Documents to the contrary, neither City nor Design-Builder shall be liable for any consequential, indirect, incidental, punitive or exemplary damages, whether or not foreseeable, regardless of whether based on breach of contract, tort (including negligence), indemnity, strict liability or other bases of liability; provided, however, that this Section shall not prevent City's recovery of liquidated damages as allowed by **Articles 6.10** and **6.11** of the Design-Build Contract.

END OF ARTICLE 16

ARTICLE 17 AUDIT

17.1. Right to Audit Design-Builder's Records.

By execution of the Contract, Design-Builder grants City the right to audit, examine, inspect and/or copy, at City's election at all reasonable times during the term of this Contract following reasonable advance written notice and for a period of ten (10) years following the completion or termination of the Work, all of Design-Builder's written and electronically stored records and billings relating to the performance of the Work under the Contract Documents. The audit, examination or inspection may be performed by a City designee, which may include its internal auditors, or an outside representative engaged by City. Design-Builder agrees to retain its records for a minimum of ten (10) years following termination of the Contract, unless there is an ongoing dispute under this Contract, then, such retention period shall extend until final resolution of the dispute, with full access allowed to authorized representatives of City upon request, for purposes of evaluating compliance with this and other provisions of the Contract.

- 17.1.1.** As used in these General Conditions, "Design-Builder written and electronically stored records" shall include any and all information, materials and data of every kind and character generated as a result of the work under this Contract. Example of Design-Builder written and electronically stored records include, but are not limited

to: accounting data and reports, billings, books, general ledgers, cost ledgers, invoices, production sheets, documents, correspondences, meeting notes, subscriptions, agreements, purchase orders, leases, contracts, commitments, arrangements, notes, daily diaries, reports, drawings, receipts, vouchers, memoranda, time sheets, payroll records, policies, procedures, Subcontractor agreements, Supplier agreements, rental equipment proposals, federal and state tax filings for any issue in question, along with any and all other agreements, sources of information and matters that may, in City's sole judgment, have any bearing on or pertain to any matters, rights, duties or obligations under or covered by any Contract Documents. Notwithstanding anything in the Contract Documents to the contrary, City's audit rights shall not extend to the composition or make-up of any , negotiated and mutually accepted lump sums, or other negotiated and mutually accepted fixed amounts included in Design-Builder's compensation, but only to the proper application of such amounts in Design-Builder's applications for payment. Notwithstanding the foregoing, City shall have the right to audit Design-Builder's records and certified payrolls to ensure Design-Builder's compliance with the "Prevailing Wage Decision" set out in **EXHIBIT N**, the provisions of Chapter 2258 of the Texas Government Code and City Ordinance No. 2008-11-20-1045.

- 17.1.2.** City agrees that it shall exercise the right to audit, examine or inspect Design-Builder's records only during regular business hours. Design-Builder agrees to allow City and/or City's designee access following reasonable advance written notice to all of the Design-Builder's Records only as they relate to this contract, Design-Builder's facilities and current or former employees of Design-Builder, deemed necessary by City or its designee(s), to perform such audit, inspection or examination. Design-Builder also agrees to provide adequate and appropriate workspace necessary for City or its designees to conduct such audits, inspections or examinations.
- 17.1.3.** Design-Builder shall include this **Article 17** in any sub-consultant, Subcontractor, Supplier or vendor contract.

END OF ARTICLE 17

ARTICLE 18 ATTORNEY FEES

- 18.1.** The Parties hereto expressly agree, in the event of litigation, all Parties waive rights to payment of attorneys' fees that otherwise might be recoverable, pursuant to the Texas Civil Practice and Remedies Code Chapter 38, Texas Local Government Code §271.153, the Prompt Payment Act, common law or any other provision for payment of attorney's fees.

END OF ARTICLE 18

END OF GENERAL CONDITIONS

EXHIBIT D
SBEDA PLAN



City of San Antonio Subcontractor/Supplier Utilization Commitment Form

Solicitation Name: *SAPD Police Facility*

Respondent Name: F.A. Nunnelly

Please acknowledge the statements below by initialing the box:

- GPV In responding to this solicitation, I hereby affirm my firm's commitment to meet the subcontracting requirement(s) indicated in the solicitation.
- GPV I understand a Minority/Women Business Enterprise (M/WBE) subcontracting goal of **twenty-seven percent (27%)** applies to this solicitation
- GPV I understand an African American Business Enterprise (AABE) subcontracting goal of **three percent (3%)** applies to this solicitation.
- GPV I understand Small Business Enterprise (SBE) Prime Consultants proposing at least 51% SBE utilization will receive ten (10) evaluation preference points **AND** additional ten (10) evaluation preference points if they are also certified as a Minority/Women-Owned Business Enterprise (M/WBE) if proposing at least 51% M/WBE utilization.
- GPV I understand that to be SBEDA eligible, a Prime or Sub-consultant must be certified as a Small Business Enterprise (SBE) through the South Central Texas Regional Certification Agency (www.SCTRCA.org) **AND** they must be headquartered or have a significant business presence in the San Antonio Metropolitan Statistical Area.
- GPV I understand that for a Sub-consultant to count toward City required subcontracting goal(s), the Sub-consultant must be SBEDA eligible and have the same certification(s) as the City required subcontracting goal(s). Self-Performance by S/MWBE Prime respondents does **NOT** count towards the subcontracting goals.
- GPV I understand that the failure to include a completed, signed copy of this Commitment Form to acknowledge the subcontracting goal(s) for this solicitation will render this response NON-RESPONSIVE.
- GPV I understand and affirm that failure to meet the subcontracting goal(s) without an approved Subcontracting-Goal Waiver Request Form *to be submitted with the Subcontractor/Supplier Utilization Plan, during or after the price proposal response* (as determined by the City), will be grounds for termination of negotiations and will allow the City to enter into negotiations with another Prime Respondent.
- GPV I understand in the absence of a Subcontracting Goal-Waiver granted by the SBO, the failure of firm to attain these subcontracting goals for S/M/WBE firm participation in the performance of a Commercially Useful Function under the terms of its contract shall be a material breach and subject to penalties and/or sanctions available under the terms of this Agreement for violations of the SBEDA Ordinance, or under any other law.

Prime Consultant's Authorized Agent:

Name: Greg Vaughn

Sign and Date:  5.9.2020

EXHIBIT E

PAYMENT AND PERFORMANCE BOND FORMS

PAYMENT BOND

STATE OF TEXAS)
COUNTY OF BEXAR)
CITY OF SAN ANTONIO)

The City of San Antonio, a municipal corporation in the State of Texas (hereafter referred to as "City") and _____, a _____ with its principal place of business located at _____ (hereafter referred to as "Contractor" or "Principal") have entered into a Contract (hereafter referred to as "the Contract") dated _____, 20__ for the _____ Project (hereafter referred to as "the Project"). Said Contract is incorporated by reference into this Statutory Payment Bond, pursuant to Chapter 2253 of the Texas Government Code (hereafter referred to as "this Bond").

By virtue of this Bond, Contractor as Principal and _____, with its physical address at _____, a mailing address of _____ and a business telephone number of _____ as Surety (hereafter referred to as "Surety") do hereby acknowledge each to be bound to City as an Obligee in the maximum amount of _____ Dollars (\$_____) (hereafter referred to as the "Bond Sum"). Contractor and Surety hereby further bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally for payment of this Bond, as provided herein.

- 1. GENERAL CONDITIONS.** It is a condition of this Bond that if Contractor promptly makes payment of all sums for all labor, services, materials and equipment furnished for use in the performance of the Scope of Work required by the Contract, Surety's obligations pursuant to this Bond are null and void. Otherwise, Surety's obligations shall remain in full force and effect. Surety waives any requirement to be notified of alterations or extensions of time, or any other duly authorized modifications, made by City to the Contract.
- 2. SURETY OBLIGATION.** Surety's obligation under this Bond is for the benefit and sole protection of all persons supplying labor, services, materials and equipment in the prosecution of said Contract. Surety's obligation to the Claimant(s) shall not exceed the Bond Sum.

THIS BOND is entered into this _____ day of _____, 20_____.

SURETY (seal)

CONTRACTOR

By: _____
(Signature)

By: _____
(Signature)

(Print Name)

(Print Name)

(Print Title)

(Print Title)

[ATTACH POWER OF ATTORNEY]

[Additional signatures, if any, appear on attached page]

ATTEST: _____

ATTEST: _____

PERFORMANCE BOND

STATE OF TEXAS)
COUNTY OF BEXAR)
CITY OF SAN ANTONIO)

The City of San Antonio, a municipal corporation in the State of Texas (hereafter referred to as "City") and _____, a _____ with its principal place of business located at _____ (hereafter referred to as "Contractor" or "Principal") have entered into a Contract (hereafter referred to as "the Contract") dated _____, 20__ for the _____ Project (hereafter referred to as "the Project"). Said Contract is incorporated by reference into this Statutory Performance Bond, pursuant to Chapter 2253 of the Texas Government Code (hereafter referred to as "this Bond").

By virtue of this Bond, Contractor as Principal and _____ with its physical address at _____, a mailing address of _____ and a business telephone number of _____ as Surety (hereafter referred to as "Surety") do hereby acknowledge each to be bound to Owner as an Obligee in the maximum amount of _____ Dollars (\$_____) (hereafter referred to as the "Bond Sum"). Contractor and Surety hereby further bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally for payment of this Bond, to City as provided herein.

1. **GENERAL CONDITIONS.** It is a condition of this Bond that if Contractor promptly performs its Contract obligations (hereafter referred to as the "Work"), Surety's obligations pursuant to this Bond are null and void. Otherwise, Surety's obligations shall remain in full force and effect. Surety waives any requirement to be notified of alterations or extensions of time, or any other duly authorized modifications, made by City to the Contract. Upon making demand on this Bond, City shall make the Contract balance (equal to the total amount payable by City to Contractor pursuant to the Contract less amounts paid by City to Contractor) available to Surety for completion of the Work.

2. **SURETY OBLIGATION.** If Contractor does not faithfully construct and complete said work, as defined in the Scope of Work under its contract with City, and City invokes its contractual rights and declares Contractor in default, Surety promptly shall remedy the default and, at City's sole option, Surety shall:
 - A. within a reasonable time (but not later than thirty (30) days after Surety receives written notice of Contractor's/Principal's Default), with written notice to City, step into and assume the role, all rights and all obligations of the defaulting Contractor/Principal under the Contract. Upon assumption of this role, Surety and all sureties directly shall contract with a Completion Contractor hired/engaged by Surety and all sureties to complete the structure(s), Work and improvements, pursuant to the Scope of Work in the Contract with Contractor/Principal. The selection of the Completion Contractor must be approved in writing by City and such approval shall not unreasonably be withheld. Surety and all sureties solely shall be responsible for any and all costs incurred, up to the Bond Sum, to complete the structure(s), Work and improvements, pursuant to the Scope of Work in the Contract with Contractor/Principal; or

B. In the event Surety fails to contract with a Completion Contractor within ninety (90) days of receipt of City's written notice of Default, City may, at City's sole discretion, select a Completion Contractor in accordance with Texas Law. In this event of Surety and all sureties failing to contract with a Completion Contractor within ninety (90) days of receipt of City's written notice of Default, Surety and all sureties then shall pay City any and all costs, up to the Bond Sum, for City's selected Completion Contractor to complete the structure(s), Work and improvements, as defined in the Scope of Work in the Contract with Contractor/Principal; or

C. at City's sole discretion, Surety and all sureties shall pay to City City's estimated amount for City to execute a Project Completion Contract with a Completion Contractor, selected by City in accordance with Texas Law, solely to complete the structure(s), Work and improvements, pursuant to the Scope of Work in the Contract with Contractor/Principal. Surety and all sureties shall pay City any and all costs, up to the Bond Sum, for the City-selected Completion Contractor to complete the structure(s), Work and improvements, as defined in the Scope of Work in the contract with Contractor/Principal.

3. **VENUE.** The obligations of the parties under this Bond shall be performable in Bexar County, Texas. If legal action, such as civil litigation, is necessary in connection with this Bond, exclusive venue shall be in Bexar County, Texas.

THIS BOND is entered into this _____ day of _____, 20_____.

SURETY (seal)

CONTRACTOR

By: _____
(Signature)

By: _____
(Signature)

(Print Name)

(Print Name)

(Print Title)

(Print Title)

[ATTACH POWER OF ATTORNEY]

[Additional signatures, if any, appear on attached page]

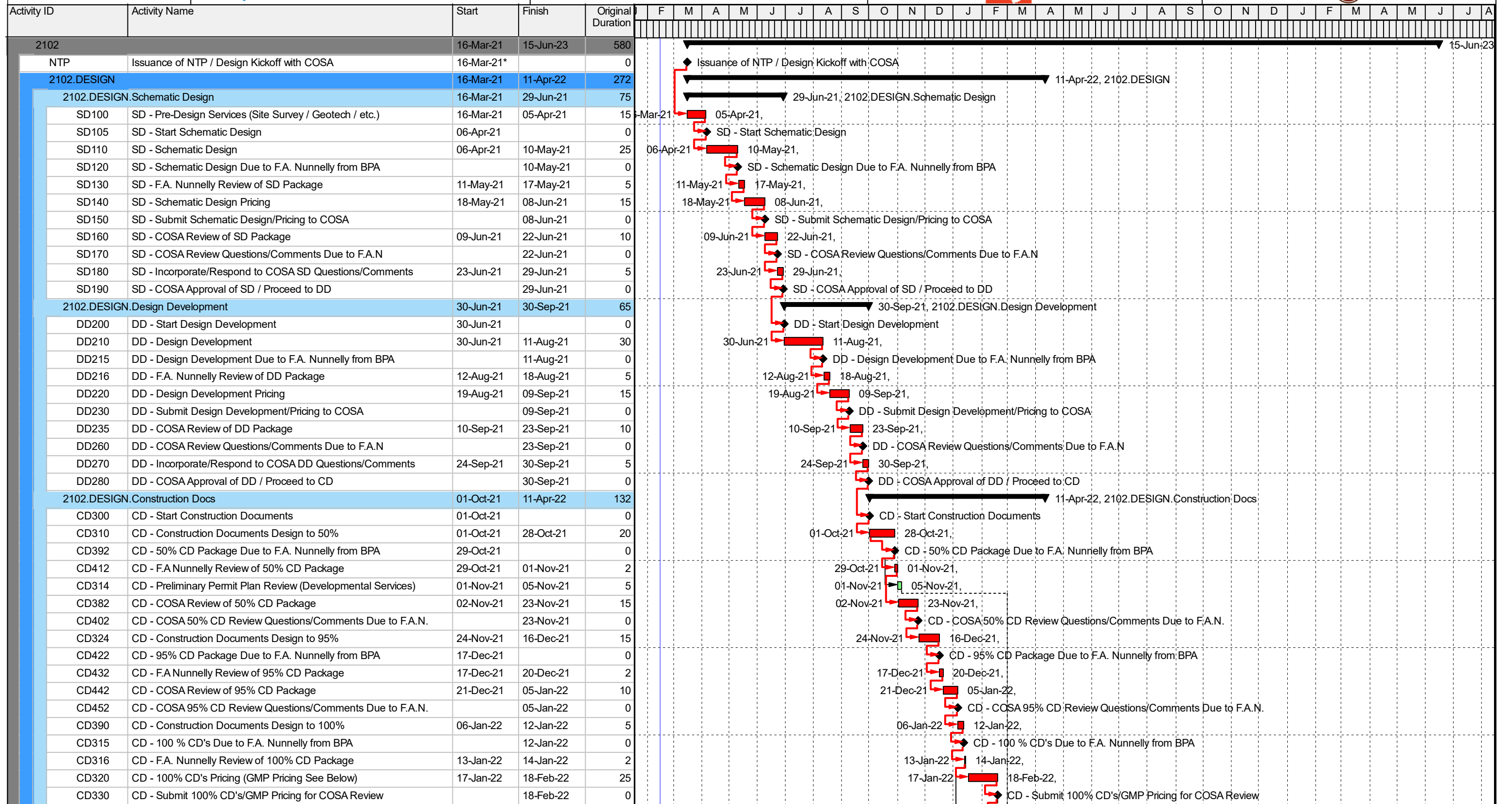
ATTEST: _____

ATTEST: _____

EXHIBIT F

DESIGN-BUILDER'S DESIGN SCHEDULE AND DESIGN FEE SCHEDULE

SAPD at St. Mary's (Design Build)
11-Mar-21



█ Remaining Level of Effort
 █ Actual Work
 █ Critical Remaining Work
█ Actual Level of Effort
 █ Remaining Work
 ◆ Milestone

BEATY PALMER ARCHITECTSArchitectural and Engineering Fee Summary/ **St. Mary's Police Substation**

11.09.20	Pre-Design Phase	Schematic Design Phase	Design Development Phase	Construction Documents Phase	Procurement Phase	Construction Phase	Post-Construction Phase	Sub-Total by Discipline
Architectural	\$0	\$103,701	\$103,701	\$218,319	\$10,916	\$109,160	\$0	\$545,797
Structural Engineering	\$0	\$3,600	\$7,200	\$17,400	\$1,800	\$6,000	\$0	\$36,000
Mechanical-Electrical Engineering	\$0	\$18,555	\$24,741	\$49,481	\$6,185	\$24,741	\$0	\$123,703
Civil Engineering	\$0	\$0	\$20,000	\$28,200	\$3,000	\$12,800	\$0	\$64,000
Landscape Architecture	\$0	\$0	\$2,000	\$5,050	\$0	\$900	\$0	\$7,950
Landscape Irrigation System Design	\$0	\$0	\$650	\$2,000	\$0	\$700	\$0	\$3,350
Telecom/Data/AV/Security	\$0	\$1,200	\$3,460	\$11,740	\$450	\$3,150	\$0	\$20,000
Sub-Total by Phase	\$0	\$127,056	\$161,752	\$332,190	\$22,351	\$157,451	\$0	
Grand Total Architectural and Engineering								\$800,800



F.A. NUNNELLY
GENERAL CONTRACTOR

Design Build Services for Police Station at St. Mary's

Preconstruction Services

Schematic Design Estimate	64 hrs	\$6,400
Project Schedule	6 hrs	\$600
SD Constructability Review Update	8 hrs	\$800
SD Constructability Review Meeting	4 hrs	\$400
DD Document Review Meetings	8 hrs	\$800
Design Development Estimate	64 hrs	\$6,400
Project Schedule Update #1	6 hrs	\$600
DD Constructability Review Update	8 hrs	\$800
DD Constructability Review Meeting	4 hrs	\$400
Construction Document Review Meetings	8 hrs	\$800
Project Schedule Update #2	6 hrs	\$600
Final GMP Pricing	64 hrs	\$6,400
Proposed Preconstruction Services	160 hrs	\$25,000

Proposed Preconstruction Services Total	\$25,000
--	-----------------

To(OWNER): CITY OF SAN ANTONIO
 114 W. COMMERCE, 4TH FLOOR
 ATTN: Jeni O'Quinn
 SAN ANTONIO, TX 78205
 From: F. A. NUNNELLY CO, INC.
 2922 N. PAN AM EXPRESSWAY
 SAN ANTONIO, TX 78208-1857

Project: SAPD Police Station ST. Mary's
 2020 N St. Mary's Street
 San Antonio, TX 78209
 (Architect): Beaty Palmer Architects
 110 Broadway, Suite 600
 San Antonio, TX 78205

Application No:
 Invoice No: DRAFT2
 Period To: 3/31/2021
 Project No: 2102
 Invoice Date: 3/12/2021
 Contract Date: TBD

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for Payment, as shown below, in connection with the Contract. Continuation Sheet is attached.

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Approved previous months	0.00	0.00
Approved this month	0.00	0.00
TOTALS	0.00	0.00
Net change by change orders	0.00	

1. ORIGINAL CONTRACT SUM.....	\$	791,680.00
2. Net change by Change Orders.....	\$	0.00
3. CONTRACT SUM TO DATE(Line 1 +/- 2).....	\$	791,680.00
4. TOTAL COMPLETED & STORED TO DATE.....	\$	0.00
5. RETAINAGE.....	\$	0.00
6. TOTAL EARNED LESS RETAINAGE.....	\$	0.00
(Line 4 less Line 5)		
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT.....	\$	0.00
(Line 6 from prior Certificate)		
8. SALES TAX.....	\$	0.00
9. CURRENT PAYMENT DUE.....	\$	0.00
10. BALANCE TO FINISH, PLUS RETAINAGE.....	\$	791,680.00
(Line 3 less Line 6)		

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

State of: _____ County of: _____
 Subscribed and sworn to before me this _____ day of _____, 20____

CONTRACTOR: F. A. NUNNELLY CO, INC.

Notary Public:
 My Commission expires:

By: _____ Date: _____

AMOUNT CERTIFIED..... \$
 (Attach explanation if amount certified differs from the amount applied for.)

OWNER:

By _____ Date _____

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

CONTINUATION SHEET

Application Number: 1

Application Date: 3/12/2021

Period To: 3/31/2021

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (Not in D or E)	G TOTAL COMPLETED AND STORED TO DATE (D+E+F)	H % G/C	H BALANCE TO FINISH (C-G)	I RETAINAGE
			FROM PREV. APPLICATION (D+E)	THIS PERIOD					
	<u>PRECON SERVICES</u>								
1	01-118: Preconstruction Services	25,000.00	0.00	0.00	0.00	0.00	0	25,000.00	0.00
		<u>25,000.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0</u>	<u>25,000.00</u>	<u>0.00</u>
	<u>CONTRACT PROCUREMENT</u>								
2	01-106: Design Fee - Contract Procurement	10,916.00	0.00	0.00	0.00	0.00	0	10,916.00	0.00
3	01-123: Design Fee - MEP - Procurement	6,185.00	0.00	0.00	0.00	0.00	0	6,185.00	0.00
4	01-133: Design Fee - Structural - Procurement	1,800.00	0.00	0.00	0.00	0.00	0	1,800.00	0.00
5	01-142: Design Fee - Civil - Procurement	3,000.00	0.00	0.00	0.00	0.00	0	3,000.00	0.00
6	01-173: Design Fee - Technology - Procurement	450.00	0.00	0.00	0.00	0.00	0	450.00	0.00
		<u>22,351.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0</u>	<u>22,351.00</u>	<u>0.00</u>
	<u>SCHEMATIC DESIGN</u>								
7	01-100: Preconstruction Fee - Schematic Design	9,235.25	0.00	0.00	0.00	0.00	0	9,235.25	0.00
8	01-103: Design Fee - Schematic Design	103,701.00	0.00	0.00	0.00	0.00	0	103,701.00	0.00
9	01-120: Design Fee - MEP - SDs	18,555.00	0.00	0.00	0.00	0.00	0	18,555.00	0.00
10	01-130: Design Fee - Structural - SDs	3,600.00	0.00	0.00	0.00	0.00	0	3,600.00	0.00
11	01-170: Design Fee - Technology - SDs	1,200.00	0.00	0.00	0.00	0.00	0	1,200.00	0.00
		<u>136,291.25</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0</u>	<u>136,291.25</u>	<u>0.00</u>
	<u>DESIGN DEVELOPMENT</u>								
12	01-101: Preconstruction Fee - Design Development	9,235.25	0.00	0.00	0.00	0.00	0	9,235.25	0.00
13	01-104: Design Fee - Design Development	103,701.00	0.00	0.00	0.00	0.00	0	103,701.00	0.00

CONTINUATION SHEET

Application Number: 1

Application Date: 3/12/2021

Period To: 3/31/2021

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (Not in D or E)	G TOTAL COMPLETED AND STORED TO DATE (D+E+F)	H % G/C	H BALANCE TO FINISH (C-G)	I RETAINAGE
			FROM PREV. APPLICATION (D+E)	THIS PERIOD					
	<u>DESIGN DEVELOPMENT</u>								
14	01-121: Design Fee - MEP - DDs	24,741.00	0.00	0.00	0.00	0.00	0	24,741.00	0.00
15	01-131: Design Fee - Structural - DDs	7,200.00	0.00	0.00	0.00	0.00	0	7,200.00	0.00
16	01-171: Design Fee - Technology - DDs	3,460.00	0.00	0.00	0.00	0.00	0	3,460.00	0.00
17	01-140: Design Fee - Civil - DDs	20,000.00	0.00	0.00	0.00	0.00	0	20,000.00	0.00
18	01-150: Design Fee - Landscape - DDs	2,000.00	0.00	0.00	0.00	0.00	0	2,000.00	0.00
19	01-160: Design Fee - Irrigation - DDs	650.00	0.00	0.00	0.00	0.00	0	650.00	0.00
		<u>170,987.25</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0</u>	<u>170,987.25</u>	<u>0.00</u>
	<u>CONSTRUCTION DOCUMENTS</u>								
20	01-102: Preconstruction Fee - Construction Documents	9,235.50	0.00	0.00	0.00	0.00	0	9,235.50	0.00
21	01-105: Design Fee - Construction Documents	218,319.00	0.00	0.00	0.00	0.00	0	218,319.00	0.00
22	01-122: Design Fee - MEP - CDs	49,481.00	0.00	0.00	0.00	0.00	0	49,481.00	0.00
23	01-132: Design Fee - Structural - CDs	17,400.00	0.00	0.00	0.00	0.00	0	17,400.00	0.00
24	01-172: Design Fee - Technology - CDs	11,740.00	0.00	0.00	0.00	0.00	0	11,740.00	0.00
25	01-141: Design Fee - Civil - CDs	28,200.00	0.00	0.00	0.00	0.00	0	28,200.00	0.00
26	01-151: Design Fee - Landscape - CDs	5,050.00	0.00	0.00	0.00	0.00	0	5,050.00	0.00
27	01-161: Design Fee - Irrigation - CDs	2,000.00	0.00	0.00	0.00	0.00	0	2,000.00	0.00
		<u>341,425.50</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0</u>	<u>341,425.50</u>	<u>0.00</u>
	<u>SPECIAL SERVICES</u>								
28	01-108: Civil - Survey	17,625.00	0.00	0.00	0.00	0.00	0	17,625.00	0.00
29	01-109: Civil - Subdivision Plat	15,500.00	0.00	0.00	0.00	0.00	0	15,500.00	0.00

CONTINUATION SHEET

Application Number: 1

Application Date: 3/12/2021

Period To: 3/31/2021

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		E MATERIALS PRESENTLY STORED (Not in D or E)	F TOTAL COMPLETED AND STORED TO DATE (D+E+F)	G % G/C	H BALANCE TO FINISH (C-G)	I RETAINAGE
			FROM PREV. APPLICATION (D+E)	THIS PERIOD					
	<u>SPECIAL SERVICES</u>								
30	01-110: Civil - Stormwater Management Plan	6,500.00	0.00	0.00	0.00	0.00	0	6,500.00	0.00
31	01-111: Civil - Rezoning	5,500.00	0.00	0.00	0.00	0.00	0	5,500.00	0.00
32	01-112: Civil - Traffic Impact Analysis	15,000.00	0.00	0.00	0.00	0.00	0	15,000.00	0.00
33	01-113: Civil Utility Relocation Fees for Engineering & Surveying	7,500.00	0.00	0.00	0.00	0.00	0	7,500.00	0.00
34	01-114: Fire Flow	1,500.00	0.00	0.00	0.00	0.00	0	1,500.00	0.00
35	01-115: Preliminary Plan Review	1,500.00	0.00	0.00	0.00	0.00	0	1,500.00	0.00
36	01-117: Geotechnical Report	25,000.00	0.00	0.00	0.00	0.00	0	25,000.00	0.00
		<u>95,625.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0</u>	<u>95,625.00</u>	<u>0.00</u>
	Totals	791,680.00	0.00	0.00	0.00	0.00	0	791,680.00	0.00

EXHIBIT G

DESIGN-BUILDERS BASELINE CONSTRUCTION SCHEDULE

EXHIBIT H

**DESIGN-BUILD SCOPE OF SERVICES AND HOURLY RATE WITH SCHEDULE OF
VALUES**

EXHIBIT I

DESIGN TASKS AND DELIVERABLES FOR VERTICAL PROJECTS

1. Pre-design Services Tasks

1.1. Design-Builder shall setup, schedule and conduct initial meetings, including partnering session(s).

1.1.1. Design-Builder shall organize, schedule and lead City workshops. Design-Builder shall determine what information is required to be collected or conveyed via workshops with City. Design-Builder shall schedule required workshops through City's designated Project Manager.

1.1.2. A formal partnering process shall be a part of the Project delivery. An initial partnering workshop shall be held at the start of design, and subsequent sessions will be held throughout the life of the project, as determined by the joint project team. The Design-Builder is responsible for organizing and delivering all partnering sessions.

2. Design Tasks and Deliverables

2.1. Design Process

2.1.1. Estimated Cost of the Work shall be broken down into the most recent standard CSI Divisions, and such sections as directed by the design, shop drawing, fabrication and construction shall progress in stages with approvals provided by the City before advancing to the next stage.

2.1.2. A kick-off meeting shall take place before beginning design. The kick-off meeting shall:

2.1.2.1. Involve City representatives and appropriate Design-Builder design team

2.1.2.2. Delineate who from Design-Builder design team will be performing the work and where.

- 2.1.2.3.** Establish the starting point for design, e.g. what is known and not known to date, what direction has been documented and the applicability of that documentation.
 - 2.1.2.4.** Outline the general design process to be followed.
 - 2.1.2.5.** Define stages at which there will be formal and informal reviews, presentations, milestones, and submittals.
 - 2.1.2.6.** Establish what formal reviews and approvals are required to be performed by City. Design builder shall be available to make several presentations to various City officials and general public as required to obtain design consensus during the concept / schematic design stage.
 - 2.1.2.7.** Review the cost and schedule guidelines and programming document and make changes as required through discussions with the stakeholders to the extent they are defined.
- 2.2.** In addition to the major design phase deliverables listed for Conceptual/Schematic Design (hereafter referred to as “SD”) , Design Development (hereafter referred to as “DD”) and Contract Documents (hereafter referred to as “CD”) , (50%, 95%, and 100%) many systems and components require intermediate documentation and/or presentations to secure City approval.

3. Design-Build Documentation

3.1. Design Phase Deliverables

All deliverables described are minimum requirements and should be thorough and complete, consistent with the standard of practice.

- 3.2.** At each level of completion, adequate information shall be provided to support design intent and the estimated budget.

-
- 3.2.1.** Level of completion should be greatest for systems, sub systems or components where additional detail will substantially increase pricing accuracy.
 - 3.2.2.** Level of completion must be adequate to define the quality and extent of systems, sub-systems or components in sufficient detail to serve as the baseline for Design-Builder's Project delivery.
 - 3.2.3.** Certain systems, sub systems or components may have less detailed documentation and still adequately support estimating and scope definition.

4. Review Comment Response

- 4.1.** At each submittal stage, within fifteen (15) calendar days of document submission by Design-Builder, City shall provide a list of written comments. Design-Builder shall be expected to promptly respond in writing to these comments within ten (10) calendar days of submission by City, unless agreed to otherwise by City in writing. The responses must be thorough, and specifically address the issue in question. Note specific actions already taken or planned actions with a completion time commitment. Such responses as "done" or "will comply" are not acceptable.
- 4.2.** In some cases, City comments may be given in a workshop setting, or as document mark-ups. In these cases, Design-Builder shall be expected to document the original comment as well as respond to all such comments as noted above.

5. General Project Document Requirements

5.1. General

- 5.1.1.** Design-Builder shall document all presentations and work sessions and update the Programming Document with additions or changes. The Progress Schedule must be provided in hard copy form in the binder and also in design guidance.
- 5.1.2.** All Documents must conform to commonly accepted Architectural and Engineering (hereafter referred to as "A&E") norms, as suggested in the manuals of the American Institute of Architects ("AIA"), Construction Specifications Institute ("CSI"), and other such organizations and as reflected in the approved Procedures mentioned above. Any practices of Design-Builder that are not industry

standard must be approved by the City before being used on Contract Documents for the Project.

- 5.1.3.** Design Builder shall completely coordinate the Drawings with the Specifications, and each discipline's drawings with all other discipline's Drawings, as covered by Design-Builder's Quality Control Procedures. This must be an ongoing and continuous process. Quality Control Procedures must include the use of a Completion Checklist for each document and these checklists shall be turned over to the City with each progress submittal. Procedures must include composite CAD or REVIT floor plans showing all disciplines work on one big plot, with each discipline in a unique color. Provide these plots to City with sufficient notation to ensure that apparent areas of conflict are explained, and if necessary, being resolved.
- 5.1.4.** Design-Builder must correct all identified and/or known errors in the Construction Documents. Design-Builder must bring issues of professional judgment forward on a case-by-case basis for review, discussion and resolution by the City and Design-Builder. However, Design-Builder must correct all clear-cut errors promptly when identified.
- 5.1.5.** The Project design shall be as complete as appropriate for a Design Build delivery methodology. Design-Builder shall complete all appropriate design that can be done during the Contract Document phase. In no case shall design work be deferred to the Construction Administration phase unless it is unquestionably dependent upon specific material or system choices given to Design-Builder in the Contract Documents.
- 5.1.6.** Maintain the latest copy of all Contract Documents completed or in progress on an accessible secure shared site or other such location accessible at all times by City and other Project participants, as applicable.
- 5.1.7.** All Project Documents that are required to be turned over to City in electronic format shall be prepared on a PC system in the native application for the formats requested.

5.2. Project Presentation materials

- 5.2.1.** Design concept materials must include the full complement of presentation quality plans, elevations and sections, renderings, Material and Color Boards, manufacturer's literature and similar materials as are necessary to fully convey the

design concepts to the City's staff.

- 5.2.2.** Presentation materials must be easily understood by individuals who are skilled in City's Operations and Management but not familiar with the normal conventions of architectural presentations. Simple, direct, and accurate materials must be used. Use accurately colored models, normal perspective renderings, and Material and Color Boards with sizable material swatches, as opposed to abstract basswood models, axonometric, and artful but complex material collages.
- 5.2.3.** As necessary, provide two copies of all Material and Color Boards, material samples, manufacturer's literature and the like to the City at the time of each presentation.
- 5.2.4.** Renderings, etc., require electronic files in the form of scanned or high quality digital photographs at the time of each presentation. If renderings are produced using computer graphics, submit native electronic file(s) as well.

5.3. Programming Document

- 5.3.1.** City will provide its objectives, limitations, program requirements, Project budget requirements (including design-to-budget target), and other relevant information regarding the Project to Design-Builder via a "Programming Document". The Parties acknowledge that the City's Programming Document is a starting point for the project's scope and will be updated as design progresses in conjunction with the following, but with the understanding that the programming document has been completed and only validation of the program requirements is necessary. Minor changes to programming would only be a result of analysis through Schematic, Design Development, and Construction Document Phases:
 - 5.3.1.1.** Consult with City to further define and clarify City's requirements for the Project, and available data;
 - 5.3.1.2.** Identify, consult with, and analyze the requirements of governmental authorities having jurisdiction to approve parts of the Project;
 - 5.3.1.3.** Inspect existing site conditions;
 - 5.3.1.4.** Review laws, ordinances and regulations that are applicable to the design

and construction of the Project, and correlate them to the Project;

5.3.1.5. Identify the type and duration of manufacturers' warranties to be procured as part of the Project;

5.3.1.6. Include the design-to-budget target amount as one of the basis for the Programming Document;

5.3.2. Design-Builder shall furnish an addendum reflecting any agreed upon updates to the Programming Document with each submission for the Conceptual/Schematic Design "SD," Design Development "DD" and Contract Documents "CD" submittals.

5.4. Contract Specifications

5.4.1. All Contract Specifications shall be prepared by Design-Builder in current version CSI Format in accordance with the CSI Manual of Practice.

5.4.2. Design-Builder shall closely coordinate all Specification Divisions with General Provisions, Special Provisions, Specification Division One, and drawings to avoid duplication or conflict.

5.4.3. There are only two parties to be referenced in the Contract Documents: City and Design-Builder. The only exception is for references to entities as may be required by code, such as the Structural Special Inspection Agency.

5.4.4. Every submittal required for a particular Specification Section shall be listed in the Part I article "SUBMITTALS". Prior to Construction Notice to Proceed, Design-Builder will provide a recommended list of Submittals that the City should approve.

5.4.5. As an appendix to the final specifications, Design-Builder shall prepare a list of all Submittals required in the Contract Specifications by section and type of document.

5.4.6. The specifications should not refer to "approved" drawings, samples, mock-ups and the like. No specific adjective is required to precede references to shop drawings, samples, mock-ups and the like since Specification Division One prescribes when

such items can be used for fabrication, construction, etc., and when they cannot.

- 5.4.7.** The Contract Specifications and Drawings should be adequately instructive such that the use of "as directed" or like statements is inappropriate. Such statements imply that future direction will be given on how to fabricate or install parts of the work. This creates an unknown for Design-Builder when bidding and preparing shop drawings, and potentially exposes City to claims if it can be shown that the general nature of the direction could not be clearly anticipated by Design-Builder.
- 5.4.8.** If Design-Builder is expected to match a particular finish or color that cannot adequately be defined by a standard, then specify said finish or color and attach a Control Sample. A Control Sample is defined as a benchmark sample maintained by City to serve as the basis for finish or color control to be provided to Design-Builder before Design-Builder prepares the required submittals. City shall not require Design-Builder to submit finish or color samples with no predefined guidelines for acceptance.
- 5.4.9.** Design-Builder shall avoid voluminous Specification Sections with long unbroken paragraphs. Such specifications are often difficult to interpret and administer. Some Facility/Site systems are very complex, and specifications for such systems will benefit from the liberal use of breaking the specifications into multiple sections.
- 5.4.10.** All material references on drawings shall match a single material reference in the Specifications with a unique term that can apply to only one Specification reference. All material references on drawings shall be indicated uniquely in a Specification section that defines that item. Specification headings that are terms used as material references on drawings shall be underlined in the Specification. No other specification headings or terms shall be underlined.

5.5. Contract Drawings

- 5.5.1.** All Contract Drawings shall be produced using AutoCAD or REVIT software. Translated drawings from other CAD or BIM applications are not acceptable.
- 5.5.2.** Absolutely no hand drawn work will be acceptable for Contract Drawings.
- 5.5.3.** No revisions, no matter how minor will be allowed to be made by hand to CAD-produced Contract Drawings during any submittal/milestone, including in progress submittals. Hand drawn sketches in response to RFI's and supplemental information

are acceptable.

- 5.5.4.** Design-Builder shall carefully select a drawing scale that will serve all disciplines, not just the architectural. Design-Builder shall subdivide systems into separate series of plans in order to achieve clarity. Design-Builder shall use key plans when floor plans are matched over more than one sheet. A prominent North arrow shall be consistently placed on each plan sheet. North shall be shown in a consistent direction on any plan drawings. A numerical and graphic scale shall be placed on all plan and detail sheets and/or partial plans and details, as appropriate.
- 5.5.5.** All fonts, line styles, color tables, etc. shall be as originally supplied with the AutoCAD or REVIT program. Customization of the program defaults shall be limited only to those necessary to prepare the Contract Drawings. Any such custom libraries, color or pen tables, shall be supplied to the City and all Sub-consultants, and shall be used consistently in the preparation of all Contract Drawings, including those of all Sub-consultants.
- 5.5.6.** All lettering to be in upper case only.
- 5.5.7.** A standard drawing sheet size title block and necessary title block data will be agreed to by the City and Design-Builder based on City required data and Design-Builder input. A simplified sheet layout may be proposed for presentation drawings. If approved, Design-Builder must use the approved simplified sheet layout consistently for all presentation material. The City's approval of the Contract and Presentation sheet layout is required before the submittal of any drawings
- 5.5.8.** A standard Contract Drawing Package Title Sheet will be agreed to by the City and Design-Builder based on City required data and Design-Builder input.
- 5.5.9.** Specification information is not allowed on the Contract Drawings, not even in tables or schedules. REVIT E-SPEC references shall be allowable on the Contract Drawings.
- 5.5.10.** Material references on Contract Drawings shall match the language used in the Specification. The only exception is that Contract Drawing material references may

be made plural when it refers to more than one of the same item.

- 5.5.11.** Material references on Contract Drawings must be as succinct as possible while still being unique and understandable. Example: Unitized Extruded Aluminum Window Wall System is unnecessarily complex. Window Wall System would be sufficient, unless there are several types and then perhaps Unitized Window Wall System would be all that would be needed.
- 5.5.12.** Limit abbreviations to those conditions where space needs to be conserved.
- 5.5.13.** When abbreviations are used, their use must be consistent across all documents. Do not use the same abbreviation for two different words. The same abbreviation shall be used for the same item throughout. Example: if STEEL PLATE is ever abbreviated ST PL T then in every single other case it shall be abbreviated the same. ST PLATE or STEEL PL T would not be acceptable in other locations.
- 5.5.14.** “NOT IN SCOPE” or “NOT IN CONTRACT” references must be used very carefully to refer only to items that are not the scope of the overall Contract. They must not be used to refer to things that are not a part of one discipline, Sub-consultant, or subcontractor.
- 5.5.15.** To the extent possible, information should show in one place only. Disciplines must avoid duplicating information from another discipline. Dimensions shown on large scale plans, must not be repeated on small scale plans unless there is a particular reason for doing so.
- 5.5.16.** Provide horizontal dimensions on plans, vertical dimensions on sections or elevations.
- 5.5.17.** All details must be referenced from somewhere on the plans, elevations or sections. Unreferenced details are not acceptable.
- 5.5.18.** Avoid large complex "details." Break such details up into adjacent details in an exploded fashion that highlights the unique elements of the detail and avoids obscuring important details.
- 5.5.19.** Use isometric details liberally to describe conditions where multiple interfaces are the subject.

5.5.20. The schedules required in the “Design Tasks and Deliverables” shall be organized, thorough, and accurate.

5.5.21. Some schedules may be more appropriately located in the Specification.

5.5.22. Schedules must be as uniform as possible in the order of information and format across all disciplines. The order of room number, room name, equipment designation, etc. must be the same in all schedules. Item spacing, text sizes, border weights and general configurations should be uniform.

5.5.23. Schedules must be on drawings separate from any other data, such as details. Schedules must completely spell out all words to the extent practical.

5.5.24. Schedules cannot rely on complex legends to decipher. Dittos or "Do" are not allowed; make each entry stand-alone.

5.6. Code Analyses

5.6.1. Design-Builder is responsible for performing and shall prepare Code Analyses and schedule meetings with Code Officials. Design-builder shall invite the City to all such scheduled meetings. Design-builder shall provide written responses to reviews from Code Officials within ten (10) calendar days of receiving the review comments, unless agreed to otherwise in writing Design-Builder must schedule all Code Reviews to be completed before City's acceptance of final documents.

5.6.2. In general Code Reviews for life safety, hazardous materials, and fire sprinkler design are performed by the Development Services Department (DSD).

5.7. Design Calculations

5.7.1. Design-Builder is responsible for performing and shall prepare Project Calculations as required for code compliance. In addition, Design-Builder is responsible for performing and shall provide calculations for building systems to demonstrate compliance with design guidelines. This includes but is not limited to:

5.7.1.1. Area calculations that are based on occupational loads and area allowances

per person, to include occupied spaces;

- 5.7.1.2.** Systems driven by people flows, such as elevators, escalators, major entry points;
- 5.7.1.3.** Mechanical subsystems, such as HVAC systems, plumbing fixture counts, water pressure; and
- 5.7.1.4.** Electrical subsystems such as generator capacity, electrical demand load, and lighting levels.

6. Pre-Design Services

6.1. The Pre-Design Stage initiates confirmation of the current Program. and begins with Design-Builder assembling and reviewing data related to existing conditions, use patterns and facility(s) policies. The Pre-Design Stage includes Design-Builder reviewing the programming documentation provided by the City and providing comments and any recommendation for updates.

6.2. Tasks

6.2.1. Project Set Up

6.2.1.1. Design-Builder shall set up, schedule, and conduct mobilization meetings.

6.2.1.2. Design-Builder shall assemble Required Initial Submittals.

6.2.2. It is incumbent upon Design-Builder to solicit the necessary data from the City. Design-Builder is responsible to identify the complete list of information they will need for the City to provide, at a minimum it must include:

6.2.2.1. Validation of Program criteria

6.2.2.2. Facility/Site Policy

- 6.2.2.3.** Facility/Site Goals
- 6.2.2.4.** Facility/Site operations
- 6.2.2.5.** Facility/Site and other user operations and use patterns
- 6.2.2.6.** Legal and Regulatory requirements
- 6.2.2.7.** Building codes
- 6.2.2.8.** Health related regulatory requirements
- 6.2.2.9.** Environmental
- 6.2.2.10.** Design Limitations
- 6.2.2.11.** Architectural (aesthetic, operational)
- 6.2.2.12.** Engineering (safety, maintainability)
- 6.2.2.13.** Regulatory
- 6.2.2.14.** Schedule and Phasing
- 6.2.2.15.** Existing Facility/Site Standards and Programs
- 6.2.2.16.** Signage and graphics
- 6.2.2.17.** Concessions

6.2.2.18. Service and Utility

6.2.2.19. Security

6.2.2.20. Building Management System (BMS)

6.2.2.21. Other planning projects

6.2.2.22. Characteristics

6.2.2.23. Impacts

6.2.3. Analyze Site.

6.2.3.1. A thorough site analysis including the assessment of numerous existing studies, reports, and drawings.

6.2.3.2. Survey Site physical characteristics

6.2.3.3. Topographic survey

6.2.3.4. Geographic - surround land use and transportation

6.2.3.5. Climatic, weather data

6.2.3.6. Geotechnical Data

6.2.3.7. Utilities

6.2.3.8. Assess existing structures

-
- 6.2.3.9.** Facility/Site systems (Security, BMS)
 - 6.2.3.10.** Review available documents
 - 6.2.3.11.** Survey existing buildings
 - 6.2.3.12.** Analyze accuracy and shortcomings of available documents
 - 6.2.3.13.** Backfill necessary data as required.
 - 6.2.3.14.** Determine current patterns of Facility/Site usage for, at minimum, the following:
 - a.** Access
 - b.** Traffic
 - c.** Parking
 - d.** Pedestrian
 - e.** Scheduled Events
 - f.** Service
 - g.** Concessions
 - 6.2.4.** Update Programming Document (PD).
 - 6.2.4.1.** Analyze and evaluate assembled data

-
- 6.2.4.2.** Summarize Facility/Site Goals and Objectives, as they relate to this Program
 - 6.2.4.3.** Access
 - 6.2.4.4.** Traffic
 - 6.2.4.5.** Pedestrian (Crowd Modeling)
 - 6.2.4.6.** Scheduled Events
 - 6.2.4.7.** Confirm sizing for all individual facility components including building services
 - 6.2.4.8.** Establish relationship considerations between components, noting flows from component to component and develop use/relationship diagrams
 - 6.2.4.9.** Note operational and spatial characteristics for individual facility components
 - 6.2.4.10.** Confirm appropriate net-to-gross factors
 - 6.2.4.11.** Compile overall Space Tabulation
 - 6.2.4.12.** Determine logistics considerations.
 - 6.2.4.13.** Preferred and existing materials and systems
 - 6.2.4.14.** Construction limitations
 - 6.2.4.15.** Package the update (addendum) to the Programming Document in an orderly updateable format

6.2.5. Set Program Cost Target.

6.2.5.1. Overall Project

6.2.5.2. By project element

6.2.6. Design-Builder to organize, schedule, and lead City workshops for updates to programming. Determine what information is required to be collected or conveyed via workshops with the City. Schedule required workshop through the City's Program Manager.

6.2.7. Presentation to City of findings of the Pre-Design Stage

6.3. Deliverables

6.3.1. Programming Document updates (addendum) must include the following:

6.3.1.1. Revisions to Program Goals and Objectives

6.3.1.2. Space Tabulation

6.3.1.3. Index of Assembled Data including a brief description of each item.

6.3.2. Cost Estimate.

6.3.2.1. Statement of Program Cost Target

6.3.3. Other Program Documents.

6.3.3.1. Updated Project Management Plan

6.3.4. Electronic versions of Programming Document Addendum and Statement of Program Cost Target

6.4. Completion Evaluation

6.4.1. The Pre-Design Stage documents must be clear enough to explain what the Program involves economically, legally, and practically to the City's senior staff. Therefore, the criterion for evaluation of the Pre-Design Design Stage documents is that they must be self-explanatory both to a design professional and to a reviewer who is not familiar with design and construction industry conventions.

7. Conceptual and Schematic Design

7.1. This work represents at a minimum the initial stages of design and shall be packaged for formal review at two distinct points: after the development of the major architectural and systems design concepts and again the completion of this stage of work, the completion of Conceptual and Schematic Designs for the Program.

This stage of design provides the framework for refining the Programming Document, formulating a design philosophy, and developing architectural and engineering systems solutions. The Conceptual and Schematic Design Stage includes the preparation of studies, drawings, diagrams, data sheets and other documents illustrating the general scope requirements, restrictions, scale and relationship of components, for presentation and approval

7.2. Tasks

7.2.1. Evaluate Data and Formulation of Design Schemes

7.2.2. Expand Programming Document by discipline

7.2.3. Investigate building systems.

7.2.3.1. Typical building systems including mechanical, electrical, plumbing, and structural.

7.2.3.2. Facility/Site Special Systems including audio-visual, IT, security, and building management system(s).

7.2.3.3. Circulation including elevators, escalators,

7.2.4. Write Statement of Design Solution.

7.2.4.1. Prepare a statement of design principles to be observed in the design of architectural and building systems throughout the Program. The statement will be an important evaluation criterion for the design

7.2.5. Prepare Facility/Site Planning Studies.

7.2.5.1. Design-Builder is solely responsible for planning of Facility/Site-related issues. The City will supply whatever information is available, but Design-Builder is to fill in any blanks with additional research

7.2.5.2. Loading dock usage (If applicable)

7.2.5.3. Analysis of known event schedules and determination of impacts on facility design and construction (If applicable)

7.2.6. Generate Concept Design Alternatives.

7.2.6.1. Design-Builder's Concept Design Alternative concepts must, at a minimum, address:

7.2.6.2. Public and staff service areas issues

7.2.6.3. Functional space layouts

7.2.6.4. Major facility systems

7.2.6.5. General facility aesthetics

7.2.6.6. Patterns of usage

7.2.6.7. Site Layout

7.2.7. Security Features.

7.2.7.1. Document the criteria provided for each specific project, a summary of how the facility meets or doesn't meet each major requirement or design element, and sketches as required to describe the Project site.

7.2.8. Review Minor Planning Concept Design alternatives for the Schematic Design of the Expansion. Evaluation should be narrative and use comparative descriptions. Avoid numerical ranking systems using pseudo mathematical ratings and weightings. Evaluation criteria should be based heavily if not exclusively on the Programming Document. The concepts should be judged against the parameters that the concepts were to address

- a.** Facilitate schematic concept design review workshops with City
- b.** Select optimal schematic concept design scheme in conjunction with City
- c.** Develop optimal scheme into a Schematic Design solution and prepare required submittals.
- d.** Present Schematic Design Deliverables

7.3. Deliverables

7.3.1. Schematic Design Presentation materials

7.3.1.1. Schematic design narrative

7.3.1.2. Site and plan organization

7.3.2. Updated Programming Document. Expanded to include systems descriptions, a brief evaluation of alternate systems and provide data and calculations as required to back up systems analysis as selected

7.3.2.1. A detailed schedule of space allocation

7.3.2.2. Architectural - spatial organization and sequence, standards for support services (restrooms, building services, curb, tenant areas).

7.3.2.3. Civil/site design requirements - identify on-site/off-site utility loads and projected needs, storm, sanitary water, fire protection, drainage, site access, parking, site lighting, fences, etc.

7.3.2.4. Structural - identify typical floor loadings; establish typical structural framing system; indicate range of structural steel (lbs./sq. ft.), and reinforcing (lbs./cu. yd.) quantities; describe special requirements for foundations and framing.

7.3.2.5. Mechanical - identify energy source, equipment type and operation, HVAC loads, solar energy review, energy conservation factors, process systems, and space requirements.

7.3.2.6. Plumbing – identify plumbing fixtures and systems.

7.3.2.7. Electrical.

a. Design-Builder shall identify the following:

b. Provide electrical load criteria, and lighting levels including overall electrical load target

7.3.2.8. Security, alarm and control systems, access control and keying.

7.3.2.9. Fire detection and alarm – describe systems and code requirements, list fire separation systems, fire and smoke detection, alarm and control.

7.3.2.10. Building automation systems (intelligent building) integration for communications, data management, security fire protection, HVAC, lighting, etc.

7.3.2.11. Emergency and legal standby systems

7.3.2.12. Public Address System

7.3.2.13. Other.

a. Acoustical requirements, if any, between exterior and interior of facility, and between interior spaces.

b. Landscaping, interiors, Fixed FF&E

7.3.2.14. Inclusion of design guidance from Schematic design approvals

7.3.3. Schematic Specifications.

7.3.3.1. List proposed specification sections with short outline specification for materials and systems selected.

7.3.4. Schematic Design Drawings

7.3.4.1. Scale as required to clearly describe the design

-
- 7.3.4.2.** Vicinity Plan - Area map showing major streets, access, major surrounding developments, transportation systems planned and existing, and the Facility/Site.

 - 7.3.4.3.** Site Plan - Program as a roof plan, facility ground floor elevation, rough grading, all surrounding streets, roads, accesses, parking, walks, other constructed elements, and major landscape features. It is important that this plan clearly indicate truck loading locations, food service access, and the particular needs of special events staging and access related issues.

 - 7.3.4.4.** Overall Floor Plans - showing floor layouts, square footages of the Program with spaces labeled as to use. Major and important dimensions shall be shown. Indicate:

 - 7.3.4.5.** Typical partial layouts at larger scale where needed for drawing clarity:

 - 7.3.4.6.** Facility Elevations - (minimum scale 1"=16'), major elevations, indicating finish, with overall and floor-to-floor dimensions, rough grade elevations and descriptive notes.

 - 7.3.4.7.** Facility Sections - (minimum scale 1"=16'), a minimum of one longitudinal and one transverse section, showing the most informative sections to explain the vertical organization of the facility. Floor elevations shall be shown.

 - 7.3.4.8.** Wall Sections - Typical construction detail wall sections to explain the major construction systems and finishes proposed.

 - 7.3.4.9.** Structural Drawings - (minimum scale 1"=16'), typical floor plan showing location of columns, beams and girders, type of floor system, foundation plans, substructure plans and superstructure plans to ascertain system and typical bay and any unusual structural details.

 - 7.3.4.10.** MEP drawings - (minimum scale 1"=16'), showing locations of major equipment (boilers, chillers, AHU's) to verify rough sizes of mechanical rooms and plenum spaces, penthouse sizes, transformer and switch gear rooms, toilets, pump rooms, etc.

7.3.4.11. Construction Phasing Plan- showing all major development for present and future growth, as required.

7.3.5. Code Analyses.

7.3.5.1. Life Safety and Building Code Analysis

7.3.6. Design Calculations.

7.3.6.1. Overall Estimates of utility demands and system sizes

7.3.7. Cost Estimates.

7.3.7.1. Schematic Cost Estimate based on the Schematic Design documentation.

7.3.8. Other Program Documents.

7.3.8.1. Updated detailed Project Management Plan for the

- a.** Design Development,
- b.** Construction Documents,
- c.** Public Construction Bid Packages, and
- d.** Construction Administration stages.

7.3.9. Electronic versions of all required deliverables.

7.4. Completion Evaluation

- 7.4.1.** The Schematic Design Stage documents must be clear enough to explain what the Program involves economically, legally, practically and aesthetically. Therefore, the criterion for evaluation of and Schematic Design Stage documents is that it must be self-explanatory to a professional estimator, and reasonably intuitive to a reviewer who is not familiar with construction industry conventions.

8. Design Development Documents

- 8.1.** If necessary, at a point mutually agreed to in the Design Development phase, Design-Builder will allow for a Value Engineering exercise with the City to ensure project design is in line with project target cost.
- 8.2.** This is the design stage when the final detailed scope, size and character of the Program is firmed up. Architectural forms and details are developed and structural, mechanical and electrical systems are refined to respond to the City comments and preferences.

8.3. Tasks

8.3.1. Evaluate Data and Review Design

- 8.3.1.1.** Evaluate revisions to data.
- 8.3.1.2.** Review and revise the selected design scheme in response to changes in criteria, City preferences and comments.
- 8.3.1.3.** Confirm regulatory criteria through consultation with authorities and obtain preliminary approvals.

- 8.3.2.** Prepare System Studies or provide recommendations as Design-Builder determines is reasonably necessary to solicit design guidance from City. As a minimum Systems Studies shall be done for:

- 8.3.2.1.** Electronic signage

- 8.3.2.2.** Video/IT Systems

8.3.2.3. Public address systems

8.3.2.4. Infrastructure connections including but not limited to: water, sewerage, telecom, fire alarm, building management, lighting controls

8.3.2.5. Assessment of existing capacities, and if inadequate, recommendations for augmentation.

8.3.2.6. Locations of connection points

8.3.2.7. Logistics of routing

8.3.3. Generate Design Development Documentation.

8.3.3.1. Civil.

- a. Civil layouts and calculations to be coordinated with Architectural and Landscaping. Review size and location of subgrade utilities with appropriate disciplines. Establish final scope of on-site and off-site engineering needs.

8.3.3.2. Architectural.

- a. Develop and expand architectural design to define final scope, relationships, forms size and appearance of the Program through detailed drawings, three-dimensional sketches, working models, etc.
- b. Refine material selections, finishes and color schemes

8.3.3.3. Structural.

- a. Develop selected structural system
- b. Verify loads, member sizes and clearances

- c. Final review soils analysis/test boring report and establish foundation approach

8.3.3.4. Mechanical.

- a. Refine mechanical loads
- b. Confirm system and equipment selection, establish clearance requirements, equipment and chase locations
- c. Analyze energy conservation measures
- d. Coordinate loads with structural and electrical disciplines
- e. Size major duct lines
- f. Coordinate space requirements, clearances and visual impact Architectural
- g. Analyze acoustical and vibration requirements
- h. Develop diagrammatic fire protection and storm layouts
- i. Determine utility tie-in locations and routing

8.3.3.5. Electrical.

- a. Verify electrical loading requirements with lighting levels, mechanical equipment, elevator equipment, and other power needs
- b. Coordinate lighting layout with lighting designer, Architectural and Interiors

- c. Establish equipment locations, shaft sizes and locations
- d. Select lighting features
- e. Requirements for the integration of the numerous controls and special systems into the existing Facility/Site infrastructure for these systems.

- f. Coordinate equipment loading, locations and space requirements with Mechanical, Civil, Structural, Landscaping, and Architectural disciplines.

- g. Determine utility tie locations and routing

8.3.3.6. Plumbing.

- a. Refine plumbing calculations

- b. Confirm system and fixture and fitting selection, establish clearance requirements, equipment, distribution, and piping locations

- c. Analyze energy conservation measures

- d. Coordinating piping with structural and electrical disciplines

- e. Size major pipe lines

8.3.3.7. IT/Security/Audio Visual/Acoustical Plans.

- a. Develop diagrammatic fire protection and storm layouts

- b. Determine utility tie-in locations and routing

8.3.3.8. Landscaping.

- a. Design areas requiring soft and hardscaping
- b. Develop plant list
- c. Establish hardscape components list
- d. Coordinate lighting and service furniture requirements with other disciplines and City

8.3.3.9. Signage and Graphics.

- a. Prepare Signage and Graphics program in accordance with City guidelines

8.3.3.10. Interior Design and FF&E.

- a. Develop interior design furnishing and equipment layouts.
- b. Develop sketches and construction details of special design features. Develop furniture and finishes list to identify final scope.

8.3.3.11. Other Design Development Documents.

- a. Formulate specification requirements. Draft general specification conditions. Develop detailed outline specifications for all disciplines.
- b. Develop rendering(s).

- 8.3.4.** Develop a complete list of projected drawings and specification sections to be included in Construction Document package.

8.3.5. Review and update the detailed work plan by task and deliverables through completion of Construction Document Stage.

8.3.6. Submit Design Development Drawings and Code Analysis to regulatory and building departments for conformance to:

8.3.6.1. Fire and life safety codes

8.3.6.2. Sprinkler Design requirements

8.3.6.3. Hazardous materials handling

8.3.6.4. Electrical Safety

8.3.6.5. ADA compliance

8.3.6.6. Facility/Site-related regulations

8.4. Deliverables

8.4.1. Design Development Presentation materials

8.4.1.1. Rendered Perspectives of major exterior and interior spaces

8.4.1.2. Material and Color Boards

8.4.2. Design Development Specifications

8.4.2.1. General, special and supplementary conditions ready for review and discussion with City.

8.4.2.2. Comprehensive, abbreviated methods, materials and systems descriptions in tune with the drawings.

8.4.2.3. Selected equipment data sheets and material, fixture catalog cuts.

8.4.2.4. Landscaping material information and requirements, soils and planting requirements, irrigation criteria, and other pertinent data and requirements.

8.4.3. Design Development Drawings: Scale as required to clearly describe intent

8.4.3.1. General.

- a.** Cover sheet with pertinent information identifying Program, City, A/E firm(s) and all Sub-consultants.

8.4.3.2. Civil.

- a.** Site and Topo Survey
- b.** Test boring/test pit plan
- c.** Site Plan showing finish grading, legal property boundaries, setbacks and easements, rights-of-way, sewers, manholes, hydrants and other subsoil utilities and vaults, roads, drives, parking and paving, facility and equipment locations and dimensions. Demolition data shall be included if pertinent.
- d.** Typical and special construction details for ramps, stairs, railings, paving types and patterns, light standards, fountains and exterior furnishings.

8.4.3.3. Architectural

- a.** Plan drawings of all floors to a scale that clearly explains designer's intent and indicates:

- i.** Overall building plan

- ii. Exterior wall type and thickness

 - iii. Structural grid, including column locations

 - iv. All interior fixed space layouts, i.e., facility cores, elevators, stairs, shafts, toilets, equipment rooms and interior partitions, including doors w/swing

 - v. Dimensions, space designations, floor elevations, door type and partition type indications, and other pertinent notes

 - vi. Floor pattern plans as required for public spaces, circulation, and any other areas with special floor treatments

 - vii. Built-in furniture and equipment location, clearly identifying items NIC or OFCI
- b. Blow up plans including furniture and equipment layouts, floor treatments as required for:
- i. Detail plans and sections of core elements, clearly identifying clearances, shaft requirements and dimensions and special details for:
 - ii. Stairs

 - iii. Toilet facilities

 - iv. further clarification
- c. Elevations drawn at same scale as plans must include the following:
- i. Total full height of facades including roof structures, mechanical equipment enclosures.

 - ii. All fenestration and louvers fixed and related to interior walls and internal floor heights.

- iii. Overall facility floor heights and slab elevations. Indicate location of facility and detail section
 - iv. Indicate setbacks, facility profile relationship to adjacent (existing) buildings, expansion joints, etc.
 - v. Both graphically and by notes identify finishes, surface patterns, etc.
- d. Detail elevations to clarify key elements as required to augment facility elevations, including:
 - i. Building recesses, court yards
 - ii. Typical building bay
 - iii. Building entry
 - iv. Fenestration patterns, divisions, and venting arrangements
 - v. Masonry patterns and coursing
 - vi. Building sections, to explain changes in grade, overall floor-to-floor and floor-to-ceiling dimensions and clearances, at same scale as floor plans.
 - vii. Indicate floor slab elevations, vertical dimensions, column lines, and label major spaces.
 - viii. Transverse section
 - ix. Longitudinal section

- x. Detail wall sections, major different conditions at wall sections to convey basic building perimeter construction systems and materials clearly dimensioned and noted to show:
 - Foundation and below grade construction,
 - Typical wall construction,
 - Back up structure and abutting floor system,
 - Window type and location,
 - Exterior finishes (masonry coursing), insulation, and interior finishes, furring,
 - Mechanical penetrations,
 - Parapet and roof construction, and
 - Key all sections to elevations.

- e. Large scale details (scale as required) for clarifying critical or relevant details, keyed to floor plans sections or other drawings as required for:
 - i. Window types, sill, mullions, jamb and head details, glazing type and venting
 - ii. Hollow metal (typical only),
 - iii. Frame types (typical only),

- iv.** Metal and glass walls,
 - v.** Special details for surface trim and finishes,
 - vi.** Special design related items, as required,
 - vii.** Built in furniture, counters, display cases and millwork,
 - viii.** Interior elevations of typical and special spaces interfaced with and cross-referenced floor and reflected ceiling plans,
 - ix.** Suspended ceiling lines, floor elevations and level changes,
 - x.** Mechanical, electrical and structural conditions and restrictions,
 - xi.** Wall treatment and materials clearly identifying design intent, and
 - xii.** All pertinent notes and dimensions
- f.** Reflected ceiling plans for typical and special spaces including exterior soffits and canopies if required. Indicate:
- i.** Lighting layout,
 - ii.** Soffits, coves, furring treatments,
 - iii.** Skylights,
 - iv.** Ceiling material, special features,
 - v.** Acoustical treatments,

- vi. Relationship with partitions,
- vii. Interface with window details,
- viii. Sprinklers,
- ix. Access panels,
- x. HVAC registers, etc.
- xi. Exposed structure,
- g. Schedules - keyed to floor plans and elevations, listing:
 - i. Interior finishes,
 - ii. Doors and frames,
 - iii. Door Hardware,
 - iv. Windows and glazing,
 - v. Louvers, and
 - vi. Partition Types.

8.4.3.4. Structural

- a. Foundation plan and typical details.

-
- b.** Floor plans at same scale as architectural.
 - c.** Typical floor framing plans, including sizing of beam drops, slab openings, thickness and depressions.
 - d.** Framing indication and governing sizing at roof structures, penthouse and bulkheads and the like.
 - e.** Non-typical framing scheme where required for lobby, floors at grade, and the like.
 - f.** All column indications established
 - g.** Final column schedule
 - h.** Preliminary details and sections to adequately indicate structural system.
 - i.** Preliminary details for major unique conditions that impact on scheme (as determined by Design-Builder).
 - j.** Details indicating accommodation with mechanical/electrical at areas of major interface.

8.4.3.5. Mechanical

- a.** Typical system requirements and special conditions for HVAC, plumbing, waste fire protection and control systems and in any interfaces with other disciplines and existing systems
- b.** Typical floor plans by system, as required, at same scale as architectural, showing single line distribution systems, locating major equipment and size and clearance requirements, showing shafts (dimensioned) chases, mechanical rooms and required floor/wall penetrations.
- c.** Plans of special floors, lobby, roof, other) showing equipment locations and

clearance requirements for boiler, air handling and cooling equipment; provide sections as required

- d. Special details for equipment such, fire water pumps, etc.
- e. Equipment room layouts at 1/4"= 1'-0" minimum scale.
- f. Flow diagrams, riser diagrams, etc.

8.4.3.6. Electrical:

- a. Typical and special requirements for electrical work including interfaces with other systems and Facility/Site-wide infrastructure
- b. Typical floor plans, at same scale as architectural showing shaft locations, typical and special lighting and power requirements, showing single line power distribution system, locating major equipment, size and clearance requirements including height.
- c. Plans of special equipment rooms (panel, Motor Control Centers, transformers, generators, control panels, UPS, etc.), indicating critical dimensions at 1/4"= 1'-0" minimum scale.
- d. Riser and other diagrams to explain communication system, data, security, fire and smoke detection/annunciation, etc.
- e. Single Line Diagram summarizing overall electrical distribution system.

8.4.3.7. Plumbing

- a. Typical system requirement and special conditions for plumbing related to HVAC, fire protection, storm, and control systems and in any interfaces with other disciplines and existing systems

- b.** Typical floor plans by system, as required, at same scale as architectural, showing piping, fixtures, locating major equipment and size and clearance requirements, showing shafts (dimensioned) chases, and required floor/wall penetrations
- c.** Plans of special floors, lobby, roof, other showing equipment locations and clearance requirements
- d.** Special details for plumbing fixtures
- e.** Floor diagrams, riser diagrams, etc.

8.4.3.8. IT/Security/Audio Visual/Acoustical Plans

8.4.3.9. Landscaping

- a.** Landscaping planting plans and detailed plant material schedules.
- b.** Large scale plans to describe areas requiring detailed definition.
- c.** Elevations and sections at a scale and quantity as may be necessary to explain the design
- d.** Typical and special construction details for ramps, stairs, railings, paving types and patterns, light standards, and exterior furnishings.

8.4.3.10. Signage and Graphics

- a.** Major Signage schedule
- b.** Major mounting details unique to the Program

8.4.3.11. Interiors and FF&E

- a. Large scale plans of area requiring FF&E**
- b. Typical FF&E details**

8.4.4. Code Analyses

8.4.4.1. Fire and life safety codes

8.4.4.2. Sprinkler Design requirements

8.4.4.3. Hazardous materials handling

8.4.4.4. Electrical Safety

8.4.4.5. ADA compliance

8.4.5. Cost Estimates

- 8.4.5.1. Prepare design Development Cost Estimate based on the Design Development documentation.**

8.4.6. Other Design Development Documents

8.4.6.1. Written reports for Systems Study

8.4.6.2. Complete list of projected drawings and specification sections to be included in Construction Document package.

8.4.6.3. Updated detailed Project Management Plan for the

- a. Construction Documents,
- b. Public Construction Bid Packages, and
- c. Construction Administration stages.

8.4.7. Electronic versions of all required deliverables.

8.5. Completion Evaluation

8.5.1. The deliverables submitted shall be evaluated for completion as follows:

8.5.1.1. All deliverables requested have been submitted.

8.5.1.2. The documents submitted are clear, easy to comprehend, correct and legible.

8.5.1.3. All data required for each drawing, study, specification, etc., have been submitted.

8.5.1.4. All deliverables submitted respond to all the task items identified in Section 2.

8.5.2. Each set of documents will be evaluated on a scale to be developed as part of the Project Management Plan.

9. Construction Documents

9.1. The Construction Document Stage consists of the preparation of detailed drawings and specifications to identify the specific materials, quantities, methods and systems required to build the Program. This stage is the single largest component of Design- Builder's design work. All Value Engineering items identified in the Design Development phase and accepted by the City shall be incorporated into the documents by completion of this phase.

9.2. Tasks

- 9.2.1. Present final design, material and color selections to City for approval
- 9.2.2. Develop Construction Specifications and Drawings for submittal at 50%, 95%, and 100% CD's. The following are the minimum requirements and should be thorough and completed consistent with the standard of practice.
 - 9.2.2.1. Check and coordinate all documents
 - 9.2.2.2. Complete Construction Specifications
 - 9.2.2.3. Complete Construction Drawings
 - 9.2.2.4. Complete Design Calculations for all systems
 - 9.2.2.5. Compile documents to be issued for Information Only (Product information, data sheets, etc.)
- 9.2.3. Submit 100% complete Construction Drawings and Code Analysis to regulatory and building departments for conformance to Fire and Life Safety codes
 - 9.2.3.1. Respond to City's comments and Code Official's comments and incorporate agreed upon changes to stamped and sealed Final Deliverables.
- 9.2.4. Design-Builder representative with signature authority shall sign all Final Deliverables listed. In addition, provide a Professional signature and stamp where required by law.
- 9.2.5. Prepare a detailed Work Plan for the Construction Administration Stage. Consult with the City to establish appropriate level of Resident Architectural and Engineering Services

9.3. Deliverables

9.3.1. A list of the Final Program Documents shall be developed by Design-Builder for the specific needs of the Program. This list will be reviewed against the contract requirements by the City and will establish the complete list of deliverables for the Program. The Final Program Documents shall, at a minimum, include the following

9.3.2. Construction Document Presentation Materials

9.3.2.1. Material and Color Boards

9.3.2.2. Renderings showing significant exterior and interior materials and color selections

9.3.2.3. Systems presentation material for technical review

9.3.3. Contract Specifications

9.3.3.1. Supplemental and General Conditions

9.3.3.2. All Divisions or as required

9.3.3.3. Sections to be "Issued for Information Only", such as those for City Furnished Equipment.

9.3.3.4. List of Design-Builder Submittals as required in the Contract Specifications

9.3.4. Contract Drawings.

9.3.4.1. General.

a. Cover sheet with pertinent information identifying Program, City, AE firms

and major Sub-consultants

- b.** Drawing Index sheet(s) listing all drawings in the package.
- c.** Legend, symbols, abbreviations and general notes sheet. This should be a common sheet for all disciplines.

9.3.4.2. Civil.

- a.** Detail site plan
- b.** Plan drawings that clearly explain the design intent, completely dimensioned to facilitate construction. Included are:
 - i.** Demolition plan
 - ii.** Excavation plan
 - iii.** Grading and drainage plans, including existing and modified contours
 - iv.** Utility routing plans
 - v.** Utility detail plans
 - vi.** Paving and roadway alignment plans
- c.** Profile drawings shall include:
 - i.** Storm sewer
 - ii.** Sanitary sewer

- iii. Potable/fire water
- iv. Irrigation water
- v. Power/telephone duct banks

- d. Sections of utilities and paving including
 - i. Duct bank sections

9.3.4.3. Architectural

- a. Building Code Analysis per the requirements of the Fire Marshal of the City of San Antonio

9.3.4.4. Plan drawings of all floors (1/8"=1'-0" scale) indicating:

- i. All building walls and partitions showing type, materials and thickness
- ii. All interior fixed space layouts
- iii. All dimensions, space designations and numbers, floor elevations, door type/swing, window type and operation, finishes and other pertinent notes
- iv. Built-in furniture and equipment locations, clearly indicating items NIC or by City
- v. Building sections and interior and exterior elevation keys
- vi. Structural grid and column indications

b. Detail plans for toilets, building core, stairs, elevators, shafts, equipment

rooms, etc., indicating:

- i.** Dimensions, clearances and space designations
 - ii.** Furniture and equipment layouts
 - iii.** Structural grid including column locations
 - iv.** Wall and partition thickness
 - v.** Door and door swings
 - vi.** Floor patterns
- c.** Elevations, at same scale as floor plans, showing:
- i.** Complete facades including roof structures and other features
 - ii.** Fenestration, louvers and other facade elements fixed and related to structural grid and internal floor heights
 - iii.** Overall building heights and floor elevations
 - iv.** Location of building and detail section cuts
 - v.** Setbacks, building profile relationship to adjacent buildings, expansion joints, etc.
 - vi.** Finishes and surface patterns, etc., graphically and by note
- d.** Detail elevations depicting key elements as necessary to supplement building elevations, including:

-
- i. Building recesses, court yards
 - ii. Typical bay
 - iii. Building entry
 - iv. Fenestration patterns, divisions and venting
 - v. Masonry patterns and coursing
 - vi. Ornamentation features
- e. Building sections at same scale as floor plans, showing changes in elevation, floor-to-floor and floor-to-ceiling dimensions, with major spaces labeled. Include transverse and longitudinal sections as required to describe the facility design.
- i. Detail wall sections, major different conditions at wall sections to convey basic building perimeter construction systems and materials (3/4" scale) clearly dimensioned and noted to show:
 - Foundation and below grade construction
 - Typical wall construction
 - Back up structure and abutting floor system
 - Window type and location
 - Exterior finishes (masonry coursing), insulation, and interior finishes, furring

- Mechanical penetrations
 - Parapet and roof construction

 - Key all sections to elevations
- ii. Large scale details (scale as required) for clarifying critical or relevant details, keyed to floor plans sections or other drawings as required for:
- Window types, sill, mullions, jamb and head details, glazing type and venting

 - Hollow metal (typical only)

 - Frame types (typical only)

 - Metal and glass walls

 - Special details for surface trim and finishes

 - Special design related items, as required

 - Built in furniture, counters, display cases and millwork

 - Interior elevations of typical and special spaces interfaced with and cross-referenced floor and reflected ceiling plans.

 - Suspended ceiling lines, floor elevations and level changes

 - Mechanical, electrical and structural conditions and restrictions

 - Wall treatment and materials clearly identifying design intent

- All pertinent notes and dimensions.
- iii.** Reflected ceiling plans for typical and special spaces including exterior soffits and canopies if required. Indicate:
- Lighting layout
 - Soffits, coves, furred building features
 - Skylights
 - Ceiling material, special features
 - Acoustical treatments
 - Relationship with partitions
 - Interface with window details
 - Sprinklers
 - Access panels
 - HVAC registers, etc.
 - Exposed structure
- iv.** Schedules - comprehensive, keyed to floor plans and elevations, listing:
- Interior finishes

- Doors and frames

- Door Hardware

- Windows and glazing

- Louvers

- Partition Types

9.3.4.5. Structural

- a.** Foundation Plan(s) at same scale as architectural plans including:
 - i.** Foundation layout.

 - ii.** Footing elevations

 - iii.** Column grid

 - iv.** Typical and special details

- b.** Floor Plan(s) at same scale as architectural plans showing:
 - i.** Floor elevations

 - ii.** Column grid

 - iii.** Floor openings

iv. Beam

v. Joist

vi. Column

9.3.4.6. Mechanical

- a. Mechanical drawings shall indicate all requirements and special conditions for HVAC, plumbing, waste, fire protection and control systems
- b. Site Plan indicating connection to offsite utilities
- c. Floor Plans for each system, at same scale as architectural, showing:
 - i. Detailed system layouts indicating sizes of system components
 - ii. Location of mechanical equipment rooms
 - iii. Location of all equipment required for system operation, showing clearances and interfaces with other equipment
 - iv. Complete extent of system routing, including connections to existing systems
- d. Large Scale Plans
- e. Sections
- f. Riser diagrams
- g. Equipment and Fixture Schedules

h. Details

9.3.4.7. Electrical.

- a.** Electrical drawings shall indicate all requirements and special conditions for electrical, electronic, lighting, communications, data transmission, fire and smoke detection and alarm, security, and control systems.
- b.** Design-Builder must provide a Site Plan indicating on-site distribution and connection to off-site service, street and parking lighting system, and irrigation system.
- c.** Design-Builder must provide floor plans, for each system, at same scale as architectural, indicating the location of:
 - i.** Power distribution and supply
 - ii.** Lighting
 - iii.** Fire and smoke detection and alarm
 - iv.** Communications (telephone, data, public address)
 - v.** LAN for special systems
 - vi.** Complete extent of system routing, including connections to existing systems
 - vii.** Security System (access control, IDS, CCTV)
 - viii.** EMCS for HVAC Control System and Lighting Control System
- d.** Large Scale Plans (X" = 1'-0") showing:

- i.** Equipment rooms

- ii.** Panels and MCC's

- iii.** Transformers

- iv.** Generators

- e.** Riser Diagrams
 - i.** Security

 - ii.** Fire alarm

 - iii.** LAN

 - iv.** Communications

- f.** Schedules
 - i.** Panel boards

 - ii.** Luminaires

 - iii.** Conduit and Wire

 - iv.** MCC's

 - v.** Details

g. Single Line Diagrams

9.3.4.8. Plumbing

- i.** Typical system requirements and special conditions for plumbing related to HVAC, fire protection, storm and control systems and in any interfaces with other disciplines and existing systems
- ii.** Typical floor plans by system, as required, at same scale as architectural, showing piping, fixtures, locating major equipment and size and clearance requirements, showing shafts (dimensioned) chases, and required floor/wall penetrations.
- iii.** Plans of special floors, lobby, roof, other showing equipment locations and clearance requirements.
- iv.** Special details for plumbing fixtures.
- v.** Floor diagrams, riser diagrams, etc.

9.3.4.9. IT/Security/Audio Visual/Acoustical Plans

9.3.4.10. Landscaping

- a.** Layout Plans showing:
 - i.** Overall site layout
 - ii.** Special pavements
 - iii.** Retaining Walls, steps and ramps

- iv.** Site furniture

 - v.** Lighting fixtures

 - vi.** Special vehicular areas and pedestrian circulation
 - vii.** Water features

 - viii.** All other elements as included in program
- b.** Grading Plans at same scale as layout plans, including:
- i.** Elevations of various terrain or paved levels

 - ii.** Elevations of retaining walls, steps and ramps

 - iii.** Elevations of decks and walkways

 - iv.** Location of all drainage structures

 - v.** Indication of surface water runoff
- c.** Planting Plans at same scale as layout plan, showing quantity, size and description of the following:
- i.** Trees and shrubs

 - ii.** Groundcover

 - iii.** Specimen material

 - iv.** Planting details

- d.** Irrigation Plans at same scale as planting plan, to include:
 - i.** Irrigation head layout

- e.** Exterior Lighting Layout Plans indicating:
 - i.** Landscape uplighting

 - ii.** Walkway lighting

 - iii.** Activity areas lighting

- f.** Exterior Details, Sections and Blow-ups (scale according to complexity) for:
 - i.** Paving, steps and ramps

 - ii.** Lighting fixtures

 - iii.** Retaining walls and railings

 - iv.** Drainage and curbing
 - v.** Site furniture

 - vi.** Planting

9.3.4.11. Signage and Graphics

- a.** Schedule of all signage

- b. Large scale elevations of each sign type
- c. Mounting details

9.3.4.12. Interior and FF&E

- a. Furniture layouts
- b. Fixture layouts, elevations and details
- c. Equipment layouts, elevations and details

9.3.4.13. Information Only Drawings

- a. Any existing drawings of facilities or conditions necessary to convey the scope of the Construction Package
- b. Code related Drawings as noted above
- c. Equipment Drawings of City Furnished Equipment
- d. Any other drawings not showing actual work to be performed under the Contract Package but necessary to convey the scope.

9.3.5. Code Analyses – Design-Builder to provide code analysis of each of the following:

- 9.3.5.1. Final Fire and life safety codes**
- 9.3.5.2. Final Sprinkler Design requirements**
- 9.3.5.3. Final Hazardous materials handling**

9.3.5.4. Final Electrical Safety

9.3.5.5. Final ADA compliance

9.3.5.6. Final Facility/Site related regulations

9.3.6. In addition, Design-Builder shall perform review and analysis of the requirements of the International Building Code applicable to this Project relative to the Drawings and Specifications of the Project.

9.3.7. Design Calculations – Design-Builder to provide the following design calculations:

9.3.7.1. Final Design Calculations for Civil, Structural, Mechanical and Electrical disciplines

9.3.7.2. Final calculations as required to support Code Analyses

9.3.8. Cost Estimates

9.3.8.1. 100% Cost Estimate based on the 100% Construction Documents

9.3.9. Other Program Documents at the end of the Program, turn over to City

9.3.9.1. Final Document Control Log

9.3.9.2. CAD Drawing Documentation

9.3.9.3. CAD File Documentation

9.3.9.4. "As completed" Work Plan.

9.3.9.5. Final versions of all project records not already transmitted to City

9.3.9.6. Work Plan for the Construction Administration Stage

9.3.10. Electronic versions of all required deliverables.

10. Construction Administration

10.1. The Construction Administration activities provide support to the Construction Process for the duration of the Construction period and beyond, until Program closeout.

10.2. Tasks - Design-Builder shall perform the following tasks:

10.2.1. Submittals

10.2.1.1. Ensure that all subcontracted construction and material supply is preceded by appropriate submittals for:

- a. Product data
- b. Systems design, including shop drawings, calculations, performance verification
- c. Installation requirements
- d. Maintenance data
- e. Operations data, including training materials
- f. Warranties
- g. Testing and inspection data

10.2.1.2. Maintain a log of all submittals required in the Contract Specifications and

their status

10.2.1.3. Review and take action on all submittals as many times as required to solve construction issues

10.2.1.4. Mock-ups

a. Maintain a log of all mock-ups required in the Specifications and their status

b. Review and action all mock-ups at the Jobsite as many times as required

10.2.1.5. Provide and maintain Control Samples at the Jobsite

10.2.2. Periodic observations – Design-Builder must provide the following periodic observations:

10.2.2.1. Provide on-site observations for all disciplines at a frequency appropriate to the observed activities to ensure aesthetic quality and design integrity.

10.2.2.2. Observe at critical system installation times and system testing.

10.2.3. 10.2.3. Resident Architectural and Engineering Services

10.2.3.1. Services shall be provided as agreed upon with the City in the approved Construction Administration Stage Work Plan prepared at the end of the Construction Documentation Stage.

10.2.4. 10.2.4. Contract Document Change Control

10.2.4.1. Prepare all drawings, specifications or reports required for change orders.

10.2.4.2. Respond to Requests for Information (RFI)

10.2.5. Design-Builder shall arrange, schedule, and conduct negotiations and settlement of claims and disputes.

10.2.6. Design-Builder shall arrange, schedule, and conduct Construction Meetings, including but not limited to:

10.2.6.1. Pre-Engineering, Pre-Fabrication, and Pre-Installation, Construction Meetings as referenced in the Specifications.

10.2.6.2. Routine progress meetings

10.2.6.3. Other construction-related meetings

10.2.7. Record Drawings

10.2.7.1. Throughout construction, maintain mark-ups of Construction Drawings ensuring that they document:

a. All significant changes made during construction

b. Locations of field-routed systems

c. Accurate locations for concealed systems routing, particularly those buried or cast in concrete.

d. Connection and tie-in data

10.2.7.2. Update electronic Construction Drawings and/or Shop Drawings as required to reflect changes noted above in accordance with the City's CAD Guidelines.

10.2.7.3. Update CAD Drawing Documentation and CAD File Documentation as required to reflect changes in the Construction Drawings and/or Shop Drawings.

10.3. Deliverables --Design-Builder shall deliver the following:

10.3.1. Completed Submittals

10.3.1.1. Return actioned submittals within 10 Business Days

10.3.2. Observation Reports

10.3.2.1. Each observer shall provide a written Observation Report for each day's observation to the City's Program Manager within 5 Business Days of each observation.

10.3.3. Change Order Documents

10.3.3.1. Drawings and Specifications

10.3.3.2. Change Order cover documents

10.3.4. Responses to RFIs

10.3.5. Startup Report

10.3.5.1. Prepare a written report for each system Start-up

10.3.6. Record Drawings

10.3.6.1. All Record Drawings

10.3.7. Electronic versions of all required deliverables.

10.4. Completion Evaluation

10.4.1. The Construction Administration documents must be clear enough to be useful to the City's Facilities personnel as a long-term resource.

EXHIBIT J
CONSTRUCTION TASKS AND DELIVERABLES

1. Construction Tasks and Deliverables

Design-Builder shall provide construction services from mobilization through Project completion.

1.1. Construction services will include but not be limited to:

1.1.1. Construction Design and Planning

1.1.2. Scheduling and Cost control

1.1.3. Subcontracting and Procurement

1.1.4. Project Coordination

1.1.5. Testing, Material Testing Coordination and Inspection

1.2. COORDINATION

Design-Builder shall provide reasonable opportunities to contractors for the performance of their work and coordinate scheduling of activities by all contractors working on the Project.

2. CONSTRUCTION DESIGN AND PLANNING

2.1. OVERALL PHASING AND STAGING PLANS

2.1.1. Prior to detailed work on construction phasing, prepare for review by City conceptual construction operations and traffic maintenance plans indicating for

each phase the flow of vehicular and pedestrian traffic (traffic management), temporary barricades, facilities and roadways, traffic control and protection, temporary HVAC services, and project schedule milestones. Graphic drawing accompanied with descriptive text for each proposed phase of construction is a minimum requirement.

- 2.1.2.** Prior to actual construction prepare for review by the City detailed construction operations and traffic maintenance plans indicating for each phase the flow of vehicular and pedestrian traffic (traffic management), temporary barricades, facilities and roadways, traffic control and protection and project schedule milestones. Overall phasing plans for each phase of construction with detail notes accompanied with each disciplines' separate detail drawings prepared for each phase of construction is a minimum requirement.
- 2.1.3.** The Project will involve significant construction improvements in a physically constrained, heavily traveled environment. Design-Builder shall meet with City to review working hour and roadway lane restriction requirements.
- 2.1.4.** Design-Builder shall develop staged construction, traffic handling and temporary -signage plans for various phases of construction. These plans shall be submitted to City for review and acceptance.
- 2.1.5.** Design-Builder shall verify that the Project is constructible and that traffic impacts are minimized and public safety is not compromised.

2.2. PHASING / SEQUENCING REQUIREMENTS

2.2.1. Facility/Site Events

- 2211.** Where applicable schedule construction operations to allow existing facilities to remain in uninterrupted service during scheduled operations. Do not perform any construction operation prior to receiving a review and acceptance from City, which also will coordinate with the affected event organizers.
- 2212.** Provide temporary dust proof enclosures and protection as required to sequence construction and maintain event operations.

2.3. REQUIREMENTS FOR ALTERNATIVES TO PHASING AND SEQUENCING OBJECTIVES

2.3.1. Design-Builder is encouraged to seek alternative approaches of phasing and sequencing that can save time and/or money that may require adjustments to the any specified City objectives.

2.3.2. Design-Builder is required to meet all specified City objectives unless City gives prior written approval for alternative approaches.

2.3.3. Design-Builder shall make a written request for alternative approaches prior to initiating any effort involving these alternative approaches. The request shall:

2331. Indicate how the alternative approaches will save time and/or money;

2332. Detail the operational impacts of the alternative approaches and demonstrate the viability of any operational adjustments that are required;

2333. Convey to City the nature of alternative approaches in sufficient detail to enable the City to understand all significant implications of the alternative approaches; and

2334. Demonstrate compliance with performance criteria detailed in the Program Document and any subsequent direction provided to Design- Builder.

2.4. MONTHLY PHASING PLANS

2.4.1. Each month concurrent with Design-Builder's Application for Payment, and as a requirement for the Application for Payment to be considered for payment, Design-Builder shall submit the Monthly Phasing Plan to City. The Phasing Plan will indicate Design-Builder's next calendar (thirty [30] days) work in graphic and written format.

2.4.2. The Monthly Phasing Plan will be a progress update of Design-Builder's Overall Phasing Plan and shall, at a minimum, address the following:

- 2.4.3.** Show all normal public, Facility/Site operational circulation impacts, the need for temporary facilities, security impacts, equipment locations, and changes affecting current crane permits.

- 2.4.4.** Indicate any creation of temporary hazardous conditions such as excavations, fuel storage, welding, lifts and cranes for unloading materials, and pavement cutouts near walking areas.

- 2.4.5.** Show all Temporary Facilities that will be in use during the next thirty (30) calendar days.

- 2.4.6.** Identify dates during the next thirty (30) calendar days when utility interruptions are anticipated.

- 2.4.7.** Identify equipment placements, haul routes, access routes, safety concerns, parking, material staging areas, significant areas of work, note temporary signage, etc.

2.5. HAUL ROUTES

Design-Builder shall be responsible for developing construction haul routes for the Project. Design-Builder shall meet with City to discuss haul route requirements and impacts to traffic and ground transportation facilities. Design-Builder shall prepare haul route plans and submit them to City for review and acceptance.

2.6. ROADWAYS AND PARKING

The following are City objectives to be achieved in phasing sequencing of roadway and parking activities:

- 2.6.1.** Electrical power shall not be disturbed to offices, entrances, exits, and lighting.

- 2.6.2.** Integrity of the parking perimeter shall not be compromised.

2.6.3. Queuing areas must be in place for entrances and exits.

2.6.4. Clear signage for entry and exit of the parking shall be in place at all times.

2.7. NOTICE OF CHANGES

Establish a procedure to give adequate notice to tenants (event organizers, concessionaires, etc.) of changes that may impact them.

2.8. CONSTRUCTION QUALITY CONTROL PROGRAM

Establish a Construction quality control program organized to address as a minimum the following items:

2.8.1. Quality control organization.

2.8.2. Work progress schedule.

2.8.3. Submittal schedule.

2.8.4. Inspection requirements.

2.8.5. Quality control testing plan.

2.8.6. Documentation of quality control activities.

2.8.7. Requirements for corrective action when quality control and/or acceptance criteria are not met.

2.9. Deliverables shall include but not be limited to the following:

2.9.1 Overall Construction Staging and Phasing Plans

2.9.2. Monthly Construction Staging and Phasing Plans

2.9.3. Traffic Handling Plans

2.9.4. Temporary Striping and Signage Plans

2.9.5. Haul Route Plans

2.9.6. Construction Quality Control Program

2.9.7. Procedure for Notice of Changes

3. PROJECT COORDINATION

3.1. COORDINATION WITH OTHER CONCURRENT PROJECTS

3.1.1. If applicable, develop a procedure for permitting visitors to the construction area.

3.1.2. If applicable, coordinate tenant contractor access to building systems and utilities.

3.2. EVENT PLANNING.

3.2.1. Design-Builder shall notify Facility/Site/City and confirm with a PWD Public Relations team a minimum of one (1) month prior to official ground breaking and grand opening of major facilities. Notification shall be made in writing to City.

3.2.2. Design-Builder shall be available to assist with any media-related stories and events that arise during the duration of the Project, such as, but not limited to public meetings, presentations, first construction and topping off ceremonies.

-
- 3.2.3. Design-Builder shall assign representative(s) to be actively involved in the planning committee for the event.

3.3. CONSTRUCTION SIGNAGE

- 3.3.1. Design-Builder shall provide necessary signage needed during the construction period that notifies community and stakeholders of construction-related annoyances and inconveniences. Such work includes, but is not limited to, activity that causes noise (ex. pile driving); roadway changes, detours and closures; and work activity that creates dust and debris.

- 3.3.2. Signage shall be approved by City.

- 3.3.3. Signage shall be mounted by Design-Builder approximately five (5) business days before work is set to begin and removed promptly once work is completed.

3.4. TESTING AND INSPECTION

- 3.4.1. Per UBC Section 1701 - Special Inspections, the testing/inspection Agencies shall be employed by City for necessary special inspections. Design-Builder shall coordinate with City as required for the following activities:

- 3411. Field Testing and Inspection: the performance of all testing, observation, and inspection required by code and as specified.

- 3412. Commissioning Report, prepared with the City and by the independent Commissioning resource providing all performance testing, and verifying that the Project's y-related systems are installed and calibrated and perform as intended.

- 3.5. 14.2. The energy-related systems that will be included in the commissioning process activities include as a minimum:

- 3.5.1. **Heating, ventilating, air conditioning, and refrigeration (HVAC&R) systems (mechanical and passive) and associated controls**

3.5.2. Lighting and daylighting controls

3.6. REPORTS

Written report of each test/inspection, including complete details of conditions, methods, and results shall be signed by responsible individual.

3.7. REFERENCE STANDARDS

Where products or workmanship is specified by reference to a document not included in the Contract Documents, comply with the requirements of the document, except where more stringent requirements are specified compliance with the more stringent requirement is necessary.

3.8. DATE OF ISSUE

Latest edition published as of date of contract documents except where a specific date is specified herein or established by code.

4. OFF-SITE STORAGE

With prior approval by City and in the event Design-Builder elects to store materials at an off-site location, abide by the following conditions, unless otherwise agreed to in writing by City.

- 4.1.** Store materials in a commercial warehouse meeting the criteria stated below.
- 4.2.** Provide insurance coverage adequate not only to cover materials while in storage, but also in transit from the off-site storage areas to the Project Site. Copies of duly authenticated certificates of insurance, made out to insure the State agency which is signatory to the Contract, must be filed with City's representative.
- 4.3.** Inspection by City's representative is allowed at any time. City's inspectors must be satisfied with the security, control, maintenance, and preservation measures.

- 4.4.** Materials for this Project are physically separated and marked for the Project in a sectioned off area. Only materials which have been approved through the submittal process are to be considered for payment.

- 4.5.** City reserves the right to reject materials at any time prior to final acceptance of the complete Contract if they do not meet Contract requirements, regardless of any previous progress payment made.

- 4.5.1.** With each monthly payment estimate, submit a report to City listing the quantities of materials already paid for and still stored in the off-site location.

- 4.5.2.** 15.5.2. Make warehouse records, receipts and invoices available to City's representatives, upon request, to verify the quantities and their disposition.

- 4.6.** In the event of Contract termination or default by Design- Builder, the items in storage off-site, upon which payment has been made, will be promptly turned over to City or City's agents at a location near the jobsite as directed by City. The full provisions of performance and payment bonds on this Project cover the materials off-site in every respect as though they were stored on the Project Site.

EXHIBIT K

**SCHEDULE OF VALUES; SUMMARY SPREADSHEET AND BACKUP DOCUMENTS;
CERTIFICATE OF SUBSTANTIAL COMPLETION**

EXHIBIT L

GMP SUMMARY AND GMP PROPOSAL

GMP COST SUMMARY

Item			
A	Direct Cost of Work (Labor, Material, Equipment, Warranty) General Requirements		\$ 280,000
B	Allowances (Permit Fees, CPS Fees, SAWS Impact Fees, Environmental Consulting & Testing, Materials Testing, Commissioning)		\$ -
C	Design- Builders Contingency		\$ 250,000
D	Total of All Fixed Priced Proposals (Cost of Work Only)		\$ 7,285,164
E	SUBTOTAL DIRECT COST OF WORK TOTAL		\$ 7,815,164
F	General Conditions (Negotiated Lump Sum or % x Direct Cost of Work)	9.39%	\$ 734,077
G	SUBTOTAL (INDIRECT AND DIRECT) TOTAL COST OF WORK		\$ 8,549,241
H	Design-Builder Fee (= % x Total Cost of Work)	3.70%	\$ 316,500
I	SUBTOTAL FEE + TOTAL COST OF WORK		\$ 8,865,741
J	Builders Risk Insurance Construction (% x (Total COW + Insurances + DB Fee))	0.15%	\$ 13,615
K	Payment & Performance Bond Construction (% x (Total COW + Insurances + DB Fee))	1.30%	\$ 117,994
L	General Liability/Workmans Compenstation (% x Contract \$)	0.75%	\$ 79,125
M	SUBTOTAL INSURANCE & BONDS		\$ 210,734
N	Sales Tax (If Any)		\$ -
O	GMP TOTAL		\$ 9,076,475
P	Owner's Contingency		\$ 550,000
Q	Design Fees (Negotiated Lump Sum or % x (Total COW + Insurances + DB Fee)		\$ 800,800
Q(1)	Special Services & Fees Allowances		\$ 97,725
R	Pre-construction Fees (Negotiated Lump Sum or % x Direct Cost of Work)		\$ 25,000
S	CONTRACT TOTAL		\$ 10,550,000

NOTES:

1	Item D is the FFP Cost of Work Values only, the GC, Fee, Bond, Insurance will be invoiced against the overall line items for GC, Fee, Bond, Insurance. For tracking purposes the specific FFP form or associated FFP Change Order will annotate the amounts of GC, Fee, Bonds, Insurance associated with each FFP. FFP will not include contingency as this will be addressed with overall contingency
2	$E = A + B + C + D$
3	$F = \text{Negotiated } \% \times E \text{ OR Negotiated Lump Sum Figure}$
4	$G = E + F$
5	$H (\text{Design Builder Fee}) = \% \times E$
6	$I = G + H$
7	J,K % are based on the overall Construction cost as Professional Services do not require Boding/Risk Insurance L % is based on total Contract $J(\text{Builders Risk}) = \% \times (I + J + K + L)$ $K (\text{Payment/Performance Bond}) = \% \times (I + J + K + L)$ L (General Liability/Workmans Comp/Auto) = % x S
8	$M = I + J + L$
9	$O(\text{Total GMP}) = I + M + N$
10	P will included City Contingency. If used all mark ups with the exception of GLs will be included on change orders at
11	$Q (\text{Design Fee}) = \text{Negotaited } \% \times (I + J + K + L) \text{ or Negotiated Lump Sum Figure}$
12	$R (\text{Pre-con Fee}) = \text{Negotaited } \% \times E \text{ or Negotiated Lump Sum Figure}$
13	$S (\text{Total Contract Price}) = O + P + Q + R$

EXHIBIT M

DESCRIPTION OF DESIGN-BUILDER'S GENERAL CONDITION COSTS

GENERAL CONDITIONS

DURATION IN MONTHS: 14

DURATION IN WEEKS: 61

SALES TAX ON GC'S: 0.00%

Print Date: 22-Oct-20

Print Time: 12:19 PM

Project: COSA Police Station

Location: San Antonio, TX

Bid Date: October 22, 2020

Architect: Beaty Palmer Architects

Estimate #: 20-008

Addenda #: 1

6.96% TOTAL GENERAL CONDITIONS:	\$734,077	MONTHLY:	\$52,434	WEEKLY:	\$12,109
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ITEM CODE	DESCRIPTION	QTY	UOM	MATERIAL		LABOR		EQUIPMENT		SUB CONTRACT		TOTAL
				UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	
11000	SUPERVISION											
11010	Project Executive	6	WEEK	\$0.00	\$0	\$4,370	\$26,491	\$0.00	\$0	\$0.00	\$0	\$26,491
11015	Project Manager	61	WEEK	\$0.00	\$0	\$2,900	\$176,871	\$0.00	\$0	\$0.00	\$0	\$176,871
11015	Project Engineer #1	30	WEEK	\$0.00	\$0	\$1,950	\$59,105	\$0.00	\$0	\$0.00	\$0	\$59,105
11025	Project Superintendent	66	WEEK	\$0.00	\$0	\$3,425	\$227,040	\$0.00	\$0	\$0.00	\$0	\$227,040
11035	Assist. Superintendent #1	30	WEEK	\$0.00	\$0	\$1,950	\$59,105	\$0.00	\$0	\$0.00	\$0	\$59,105
11045	Project Administrator	10	WEEK	\$0.00	\$0	\$1,365	\$13,934	\$0.00	\$0	\$0.00	\$0	\$13,934
11060	QA/QC Manager	3	WEEK	\$0.00	\$0	\$1,915	\$5,000	\$0.00	\$0	\$0.00	\$0	\$5,000
11000	SUPERVISION VEHICLE & GAS											
11010	Project Executive Vehicle	1	MOS	\$705.00	\$1,005	\$0	\$0	\$0.00	\$0	\$0.00	\$0	\$1,005
11010	Project Executive Gas	1	MOS	\$550.00	\$771	\$0	\$0	\$0.00	\$0	\$0.00	\$0	\$771
11015	Project Manager Vehicle	14	MOS	\$705.00	\$9,923	\$0	\$0	\$0.00	\$0	\$0.00	\$0	\$9,923
11020	Project Engineer #1 Vehicle	7	MOS	\$710.00	\$4,967	\$0	\$0	\$0.00	\$0	\$0.00	\$0	\$4,967
11030	Project Superintendent Vehicle	15	MOS	\$705.00	\$10,786	\$0	\$0	\$0.00	\$0	\$0.00	\$0	\$10,786
11010	Project Superintendent Gas	15	MOS	\$645.00	\$9,868	\$0	\$0	\$0.00	\$0	\$0.00	\$0	\$9,868
11040	Assistant Superintendent #1 Vehicle	7	MOS	\$710.00	\$4,967	\$0	\$0	\$0.00	\$0	\$0.00	\$0	\$4,967
11000	SUPERVISION CELL PHONE											
11010	Project Executive Cell Phone	1	MOS	\$85.00	\$119	\$0	\$0	\$0.00	\$0	\$0.00	\$0	\$119
11015	Project Manager Cell Phone	14	MOS	\$85.00	\$1,196	\$0	\$0	\$0.00	\$0	\$0.00	\$0	\$1,196
11020	Project Engineer #1 Cell Phone	7	MOS	\$85.00	\$595	\$0	\$0	\$0.00	\$0	\$0.00	\$0	\$595
11030	Project Superintendent Cell Phone	15	MOS	\$85.00	\$1,300	\$0	\$0	\$0.00	\$0	\$0.00	\$0	\$1,300
11040	Assistant Superintendent #1 Cell Phone	7	MOS	\$85.00	\$595	\$0	\$0	\$0.00	\$0	\$0.00	\$0	\$595
11050	Project Administrator Cell Phone	2	MOS	\$85.00	\$200	\$0	\$0	\$0.00	\$0	\$0.00	\$0	\$200
	SUBTOTALS - SUPERVISION				\$46,291		\$567,546		\$0		\$0	\$613,837
12000	BONDS / INSURANCE / PERMITS											
	SUBTOTAL - BONDS/INSURANCE/PERMITS				\$0		\$0		\$0		\$0	\$0
13000	ENGINEERING SERVICES											
13010	As-Built Drawings and Surveys	2	SETS	\$600.00	\$1,200	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	\$1,200
	SUBTOTAL - ENGINEERING SERVICES				\$1,200		\$0		\$0		\$0	\$1,200
14000	PROJECT OFFICE / SUPPLIES											
14025	Contractors Office	14	MOS	\$0.00	\$0	\$0.00	\$0	\$800.00	\$11,200	\$0.00	\$0	\$11,200
14030	Set-up/Demob. Contractors Office Trailer	1	EACH	\$0.00	\$0	\$750.00	\$750	\$0.00	\$0	\$750.00	\$750	\$1,500
14035	Contractors-Furniture/Equipment	1	LSUM	\$0.00	\$0	\$0.00	\$0	\$1,000.00	\$1,000	\$0.00	\$0	\$1,000
14020	Architects/Inspectors-Furniture/Equip	1	LSUM	\$0.00	\$0	\$0.00	\$0	\$1,000.00	\$1,000	\$0.00	\$0	\$1,000
14040	Office Maintenance	14	MOS	\$20.00	\$280	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	\$280
14050	Computers and Programs	4	EACH	\$0.00	\$0	\$0.00	\$0	\$5,000.00	\$20,000	\$0.00	\$0	\$20,000
14065	Job Office Supplies	14	MOS	\$257.14	\$3,600	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	\$3,600
14070	Copier / Printer	14	MOS	\$0.00	\$0	\$0.00	\$0	\$150.00	\$2,100	\$0.00	\$0	\$2,100
14075	Office Network System	14	MOS	\$0.00	\$0	\$0.00	\$0	\$600.00	\$8,400	\$0.00	\$0	\$8,400
14100	Small Tools & Hardware	10	MOS	\$0.00	\$0	\$0.00	\$0	\$400.00	\$4,000	\$0.00	\$0	\$4,000
14105	Final Project Photographs	1	LSUM	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	\$2,130.00	\$2,130	\$2,130
14110	Blueprints	6	SETS	\$300.00	\$1,800	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	\$1,800
	SUBTOTAL - PROJECT OFFICE/SUPPLIES				\$5,680		\$750		\$47,700		\$2,880	\$57,010

GENERAL CONDITIONS

Project: COSA Police Station

Location: San Antonio, TX

Bid Date: October 22, 2020

Architect: Beaty Palmer Architects

Estimate #: 20-008

Addenda #: 1

DURATION IN MONTHS: 14

DURATION IN WEEKS: 61

SALES TAX ON GC'S: 0.00%

Print Date: 22-Oct-20

Print Time: 12:19 PM

6.96% TOTAL GENERAL CONDITIONS:	\$734,077	MONTHLY:	\$52,434	WEEKLY:	\$12,109
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ITEM CODE	DESCRIPTION	QTY	UOM	MATERIAL		LABOR		EQUIPMENT		SUB CONTRACT		TOTAL
				UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	
15000	TEMPORARY SUPPORT FACILITIES											
15015	Temporary Power Hookup	1	LSUM	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	\$10,000.00	\$10,000	\$10,000
15020	Temporary Fire Extinguishers	6	EACH	\$55.00	\$330	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	\$330
15055	Temporary Water Connection	1	LSUM	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	\$400.00	\$400	\$400
15025	Temporary Electric Service - Trailers	14	MOS	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	\$150.00	\$2,100	\$2,100
15030	Electric Bill - Construction Power	14	MOS	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	\$800.00	\$11,200	\$11,200
15035	Start-up Power/Testing	3	MOS	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	\$6,000	\$18,000	\$18,000
15060	Water Bill - Construction Water	14	MOS	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	\$150.00	\$2,100	\$2,100
15065	Drinking Water + Ice	14	MOS	\$50.00	\$700	\$100.00	\$1,400	\$0.00	\$0	\$0.00	\$0	\$2,100
SUBTOTAL - TEMPORARY SUPPORT FACILITIES					\$0		\$0		\$0		\$33,400	\$46,230
16000	GENERAL SUPPORT ACTIVITY											
16010	Safety - Signage	2	EACH	\$100.00	\$200	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	\$200
16015	Safety - Drug Testing	4	EACH	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	\$50.00	\$200	\$200
16025	Safety - Personal Equipment/Supplies	14	MOS	\$100.00	\$1,400	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	\$1,400
SUBTOTAL - GENERAL SUPPORT ACTIVITY					\$1,600		\$0		\$0		\$200	\$1,800
17000	EQUIPMENT											
17095	Materials Handling	14	MOS	\$0.00	\$0	\$0	\$0	\$1,000.00	\$14,000	\$0.00	\$0	\$14,000
SUBTOTAL - EQUIPMENT					\$0		\$0		\$14,000		\$0	\$14,000
18000	EXPENSES											
SUBTOTAL - EXPENSES					\$0		\$0		\$0		\$0	\$0
TOTAL GENERAL CONDITIONS					\$54,771		\$568,296		\$61,700		\$36,480	\$734,077

EXHIBIT N
PREVAILING WAGE DECISION

"General Decision Number: TX20210231 03/12/2021

Superseded General Decision Number: TX20200231

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 \$10.95 for calendar year 2021 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 \$10.95 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 2021. 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	01/01/2021
1	03/12/2021

ASBE0087-014 03/02/2020

	Rates	Fringes
ASBESTOS WORKER/HEAT & FROST INSULATOR (Duct, Pipe and Mechanical System Insulation).....	\$ 23.97	10.79

BOIL0074-003 01/01/2017

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

ELEC0060-003 07/27/2020

	Rates	Fringes
ELECTRICIAN (Communication Technician Only).....	\$ 29.60	15%+5.45

ELEC0060-004 07/27/2020

	Rates	Fringes
ELECTRICIAN (Excludes Low Voltage Wiring).....	\$ 29.60	18%+5.45

* ELEV0081-001 01/01/2021

	Rates	Fringes
ELEVATOR MECHANIC.....	\$ 43.31	36.365

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 06/01/2020

	Rates	Fringes
IRONWORKER, STRUCTURAL.....	\$ 23.45	6.83

 IRON0084-011 06/01/2020

	Rates	Fringes
IRONWORKER, ORNAMENTAL.....	\$ 25.26	7.13

 PLUM0142-009 07/01/2020

	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).....	\$ 31.90	13.76
Including HVAC Pipe Installation		
PLUMBER (Excludes HVAC Pipe Installation).....	\$ 31.90	13.76
Excludes HVAC Pipe Installation		

* SFTX0669-002 01/01/2021

	Rates	Fringes
SPRINKLER FITTER (Fire Sprinklers).....	\$ 30.64	22.20

SHEE0067-004 07/01/2020

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

SUTX2014-006 07/21/2014

	Rates	Fringes
BRICKLAYER.....	\$ 22.15	0.00
CARPENTER (Acoustical Ceiling Installation Only).....	\$ 17.83	0.00
CARPENTER (Form Work Only).....	\$ 13.63	0.00
CARPENTER, Excludes Acoustical Ceiling Installation, Drywall Hanging, Form Work, and Metal Stud Installation.....	\$ 16.86	4.17
CAULKER.....	\$ 15.00	0.00
CEMENT MASON/CONCRETE FINISHER...	\$ 22.27	5.30
DRYWALL FINISHER/TAPER.....	\$ 13.81	0.00
DRYWALL HANGER AND METAL STUD INSTALLER.....	\$ 15.18	0.00
ELECTRICIAN (Low Voltage Wiring Only).....	\$ 20.39	3.04
IRONWORKER, REINFORCING.....	\$ 12.27	0.00
LABORER: Common or General.....	\$ 10.75	0.00

LABORER: Mason Tender - Brick...	\$ 11.88	0.00
LABORER: Mason Tender - Cement/Concrete.....	\$ 12.00	0.00
LABORER: Pipelayer.....	\$ 11.00	0.00
LABORER: Roof Tearoff.....	\$ 11.28	0.00
LABORER: Landscape and Irrigation.....	\$ 8.00	0.00
OPERATOR: Backhoe/Excavator/Trackhoe.....	\$ 15.98	0.00
OPERATOR: Bobcat/Skid Steer/Skid Loader.....	\$ 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"