



# Request for Proposals (RFP)

City of Torrance | 3031 Torrance Blvd, Torrance CA 90503 | [www.TorranceCA.Gov](http://www.TorranceCA.Gov)

**RFP No. B2021-22**

**RFP for Design Build Automated Vehicle and Pedestrian Gates at City Hall**

### RFP Submittal Information

Proposals may be mailed or hand delivered. No faxed proposals will be accepted. **Late proposals will not be accepted. No Exceptions**

<b>Location:</b>	Office of the City Clerk 3031 Torrance Blvd. Torrance, CA 90503
<b>Proposal Due Date:</b>	<b>Monday, July 19, 2021</b>
<b>Time Deadline:</b>	3:00 p.m. Local (Pacific) Time

### Submittal Requirements

An original plus three (3) printed copies of your RFP submittal must be submitted in a sealed envelope and marked with the RFP number and title by the deadline time deadline listed above. Your submittal must include the following: Proposers that do not provide these items in their proposal will be disqualified and their proposal will not be evaluated.

- Vendor’s Response (Section III of this document pages 21 through 29) on the forms provided. If additional space is required, please attach additional sheets/pages.
- Proposer’s Affidavit (Attachment 1)
- Proof of DIR Registration
- See additional submittal requirements under technical specifications

Prior to the award of a Contract

The successful vendor, must submit the following to the City of Torrance

- Proof of insurance and applicable bonds (Attachment 2), as indicated in the terms and conditions of this RFP document.
- Proof of a City of Torrance Business License, please contact the City of Torrance Business License Office at (310) 618-5923.

### Notice of Mandatory Pre-Proposal Conference

The City will conduct a mandatory briefing session for prospective vendors.

The pre-proposal conference will start promptly at the time and location listed below. You must arrive on time and stay for the entire conference. Due to the pandemic you must wear masks and social distance per CAL OSHA guidelines.

**Location:** Torrance City Hall  
3031 Torrance Blvd.  
Torrance, CA 90503

**Date:** **Wednesday, June 30, 2021**

**Time:** 10:00 a.m. Local (Pacific) Time

Questions Regarding this RFP Should be Directed to:

- Your E-mail must include the RFP number and RFP title in the subject heading
- The deadline to submit questions is 12:00 Noon Pacific Time on **Wednesday, July 7, 2021**
- Your questions should be directed to:

Nina Schroeder  
Business Manager

[NSchroeder@torranceCA.gov](mailto:NSchroeder@torranceCA.gov)

## SECTION I RFP INSTRUCTIONS AND INFORMATION

Notice is hereby given that sealed proposals will be received in the office of the City Clerk, City Hall, 3031 Torrance Boulevard, Torrance, CA, until 3:00 p.m. on **Monday, July 19, 2021**. An original and three (3) printed copies of each proposal must be submitted in a sealed envelope and clearly marked: **“RFP for Design Build Automated Vehicle and Pedestrian Gates at City Hall, RFP No. B2021-22.**

**The City of Torrance:**

The City of Torrance is situated on the western side of Los Angeles County. It is bordered by the Palos Verdes Peninsula on the south, the City of Gardena on the north, the City of Redondo Beach on the north and west boundaries, the City of Lomita on the east and the Pacific Ocean on the west. The City encompasses an area of approximately 21 square miles, 329 miles of Streets, 1870 intersections, 550 miles of sidewalks, 47,000 Street Trees, 6 Public Libraries, a Municipal Airport, 46 Parks & Recreation Amenities, 6 Fire Stations, 1 Police Station and 1 Police Community Center, and has an estimated population of approximately 146,115, which makes Torrance one of the top 10 cities in Los Angeles County in regards to population.

**Description:**

The team awarded a contract will provide design and engineering services and construction of a complete and useable project for automated vehicle and pedestrian gates.

All gates will be controlled and must be fully compatible with *existing AMAG Symmetry software*. *Must also provide the controller as well as the required number of AMAG reader license.*

In addition, two (2) existing gate arms will be upgraded to use this system.

Conduits for the new gates, as well as the upgrade to the existing gate arms shall be Schedule 80 PVC minimum 1 inch to 1.25 inch diameter.

The East Gate and Motor and Arm Gate will stub into the CH 1.1 electrical closet nearby.

The West Arm Gate should stub into the electrical room near the ground maintenance garage.

Gate minimum heights shall be 7.5' to 8' foot minimum height.

**Service Location:** Torrance City Hall, 3031 Torrance Blvd. Torrance CA 90503

See Section II Technical Requirements for further scope of work details.

**Definitions:**

Word	Definition as applied to this RFP
City	The City of Torrance, California
Vendor, Contractor, Proposer, Firm or Consultant	The person, firm, company or corporation providing services to the City, or submitting a proposal in response to this RFP
Contract, Purchase Order, Agreement, Purchasing Agreement	The agreement between the awarded Vendor and the City as a result of this Request for Proposals

### **Proposal Submittal Form:**

The proposal must be made on the form provided for that purpose, enclosed in a sealed envelope, and marked “**RFP for Design Build Automated Vehicle and Pedestrian Gates at City Hall, RFP No. B2021-22** and addressed to the City Clerk, City of Torrance, 3031 Torrance Blvd., Torrance, CA 90503. If an individual makes the proposal, it must be signed by that individual, and an address, telephone (and fax number if available) must be given. If made by a business entity, it must be signed by the person(s) authorized to execute agreements and bind the entity to contracts. A full business address, telephone (and fax number if available) must be given. No telegraphic, fax or telephonic proposal will be considered.

Blank spaces in the proposal form must be filled in; using ink, indelible pencil, or typed, and the text of the proposal form must not be changed. No additions to the form may be made. Any unauthorized conditions, limitations, or provisos attached to a proposal will render it informal and may cause its rejection. Alterations by erasure or interlineations must be explained or noted in the proposal form over the signature of the Proposer.

### **Mandatory Pre-Proposal Conference:**

Vendors intending to submit a proposal on this requirement must ensure that a representative from their company is in attendance at the mandatory pre-proposal conference. Vendors submitting proposals without attending this conference will be disqualified and their submittal will not be evaluated. No exceptions will be allowed. The pre-proposal conference will start at the location listed on page 1 of this Request for Proposals. Late arrivals will not be allowed to participate. Please take into account local traffic congestion to leave ample time to arrive on time. No Exceptions. No make-up walk-through will be scheduled and vendors may not contact individual City Departments to request tours. Individuals attending the walkthrough should be prepared to take adequate notes of their observations to assist them in preparation of their proposal submittal.

### **Questions:**

*Questions must be submitted in writing via email to Nina Schroeder at [NSchroeder@TorranceCA.gov](mailto:NSchroeder@TorranceCA.gov) by **12:00 P.M Noon**, local Pacific time on **Wednesday, July 7, 2021**. No questions will be answered by telephone. Questions submitted after this date will not be answered. Written answers and any other changes to the RFP will be sent (via email or the US Postal Service) to all known prospective proposers as an addendum to the RFP.*

To ensure fairness and avoid misunderstandings, all communications must be in written format and submitted via e-mail by the due date to the individual address on page 1 of this Request for Proposal. Any verbal communications will not be considered as a submitted question. Any communications whether written or verbal to any person other than the designated individual listed on page 1, prior to award of a contract/purchase order is strictly prohibited. Any proposer making such communications may be disqualified from consideration.

### **Errors and Omissions:**

The proposer will not be allowed to take advantage of any errors and/or omissions in these specifications or in the proposer's specifications submitted with its proposal. Full instruction will always be given when errors or omissions are discovered.

### **Proposers Examination of Requirements:**

The Proposer is required to examine carefully the site, the instructions, information and specifications of this document, investigate the conditions to be encountered, the character, quality and quantities of work to be performed as required by this document. Submission of a proposal will be considered prima facie evidence that the Proposer has made such examination.

**Reservation:**

The City reserves the right to revise or amend these specifications prior to the date set for opening proposals. Revisions and amendments, if any, will be announced by an addendum to this RFP. If the revisions require additional time to enable vendors to respond, the City may postpone the opening date accordingly. In such case, the addendum will include an announcement of the new proposal submittal due date.

All addenda must be attached to the proposal. Failure to attach any addendum may render the proposal non-responsive and cause it to be rejected.

The City reserves the right to award a contract to a company solely on the basis of the initial proposal submitted. The City reserves the right to require more information and clarification on information submitted in the proposal to complete the evaluation.

The City Council reserves the right to reject any and all proposals received, to take all proposals under advisement for a period not to exceed ninety (90) days after the date of the opening, to waive any informality on any proposal, and to be the sole judge of the relative merits of the material and or service mentioned in the respective proposals received. The City reserves the right to reject any proposal not accompanied with all data or information required.

This Request for Proposals does not commit the City to award a contract or to pay any cost incurred in the preparation of a proposal. All responses to this RFP document become the property of the City of Torrance.

The City reserves the right to examine all factors bearing on a Proposer's ability to perform the services under the contract. The City reserves the right to reject any proposal not accompanied with all data or information required. The City reserves the right to cancel this solicitation, without penalty, at its sole discretion.

**Partial Proposal:**

Proposers are required to submit a complete proposal for all work identified in this RFP.

**Affidavit:**

An affidavit form is enclosed. It must be completed signifying that the proposal is genuine and not collusive or made in the interest or on behalf of any person not named in the proposal, that the proposer has not directly or indirectly induced or solicited any other proposer to put in a sham proposal or any other person, firm, or corporation to refrain from proposing, and that the proposer has not in any manner sought by collusion to secure for itself an advantage over any other proposer. Any proposal submitted without an affidavit or in violation of this requirement will be rejected.

**License Requirements:**

All design and engineering calculations, drawings and specifications must be stamped and signed by registered engineers in the State of California with specialty knowledge appropriate for the work being approved. The major components, which are designed and manufactured per US codes and standards including appropriate stamps and labels, must be approved by the City of Torrance. All remaining construction activities must be performed by contractors or subcontractors bonded and licensed in the State of California. The prime contractor must have all applicable engineering and contractor licenses. However, the City reserves the right to award the Contract to a contractor with another class if the City determines that the license is proper for the work.

**Evaluation of Proposals:**

The City will be the sole determiner of suitability to the City’s needs. Proposals will be rated according to their completeness and understanding of the City’s needs, conformance to the requirements of the technical specifications, qualifications of the project team, prior experience with similar scope of work, project schedule, and cost. Cost including any ongoing maintenance and support cost will be reviewed in determining which proposal best meets the needs of the City.

The City will take into consideration a local Torrance vendor sales tax rebate of 1% for proposals submitted by a Torrance vendor that include a material component.

The City’s project evaluation team will evaluate proposals based on the evaluation criteria listed below. Points will be assigned to each criterion up to a maximum of 100 points. Proposals will be ranked and that ranking will be made public.

Subsequently, the City may interview a qualified Firm, prior to deciding whether or not to recommend the award of an Agreement.

**PART I – EVALUATION OF PROPOSALS:** After receipt of proposals for this project, the City’s project evaluation committee will evaluate proposals based on the criteria listed below (with exception of cost), and develop a short list of qualified Firms. The Firms on this short list will then be invited to interview with the City.

**PART II – INTERVIEW:** At the time of the interview, invited Firms must submit a detailed fee proposal that includes a cost for each task of the project using the work plan outlined in the Scope of Work section of the RFP. Firms may list any additional services and associated costs that are not covered in the City’s scope of work. These items should be listed separately from those specifically requested so they may be considered.

**PART III – POST INTERVIEW EVALUATION:** After the completion of the interviews and the scoring of the interview and cost components, the City’s project evaluation committee will invite the highest ranking Firm to negotiate a final contract as a result of this RFP. Cost proposals for each individual project of each project may be requested from the selected firm prior to award project scope of work. If negotiations fail, the next highest ranking firm will be invited to negotiate a final contract.

After selection and final cost negotiation, the City of Torrance will seek City Council approval for award of a formal contract.

<b>CRITERIA</b>	<b>MAXIMUM POINTS</b>
Understanding of the project and scope of work; and completeness of RFP	25
Qualifications of proposed project team	20
Relevant projects of proposed project team members	15
Firm’s qualifications and experience with similar projects	10
Project Schedule	10
Cost and Cost Effectiveness	20
<b>Maximum Total Score</b>	<b>100</b>

## **Compliance with Applicable Laws:**

Contractor agrees to comply with all federal, state, and local laws, ordinances, codes and regulations and orders of public authorities in the performance of this contract. Contractor may also ensure that vehicles and/or equipment to be purchased, leased, or installed is in compliance with all applicable federal, state, and local air quality rules and regulations, and that it will maintain compliance for full Contract term. **Contractor shall ensure that provisions of this clause are included in all subcontracts.**

## **Non-discrimination**

In the performance of this contract, Contractor shall not discriminate in recruiting, hiring, promotion, demotion, or termination practices on the basis of race, religious creed, color, national origin, ancestry, sex, age, or physical handicap and shall comply with the provisions of the California Fair Employment & Housing Act (Government Code Section 12900, *et seq.*), the Federal Civil Rights Act of 1964 (P.L. 88-352), and all the amendments thereto. Executive Order No. 11246 (30 Federal Register 12319) and all administrative rules and regulations issued pursuant to said Acts and Order. **Contractor shall likewise require each subcontractor to comply with this clause and shall include in each subcontract language similar to this clause.**

## **Prevailing Wage:**

Pursuant to Section 1771 and 1773 of the Labor Code, the general prevailing wage rates in the county in which the work is to be done have been determined by the Director of the California Department of Industrial Relations. These wages are set forth in the General Prevailing Wage Rates for this project, are attached and available from the California Department of Industrial Relations' internet site at <http://www.dir.ca.gov/Public-Works/Prevailing-Wage.html>. Future effective general prevailing wage rates which have been predetermined and are on file with the California Department of Industrial Relations are referenced but not printed in the general prevailing wage rates.

**APPRENTICESHIP EMPLOYMENT STANDARDS.** Attention is directed to the provisions in Sections 1776 and 1777.5 of the California Labor Code concerning the employment of apprentices by the Contractor or any subcontractor under them.

One of the legal requirements for working on a public works project is the employment of apprentices. The Division of Apprenticeship Standards provides assistance to contractors in employing apprentices on public works sites.

Information relative to apprenticeship standards, wage schedules, and other requirements may be obtained from the Director of Industrial Relations,  
<http://www.dir.ca.gov/DAS/DASApprenticesOnPublicWorksSummaryOfRequirements.htm>

## **Contractor Registration with the Department of Industrial Relations (DIR)**

No contractor or subcontractor may be listed on a bid proposal for a public works project or may be awarded unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid/RFP purposes only under Labor Code section 1771.1(a)].

This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

**All contractors and subcontractors must furnish electronic certified payroll records directly to the Labor Commissioner (aka Division of Labor Standards Enforcement).**

**For additional information and to register online go to <http://www.dir.ca.gov/Public-Works/Contractors.html>**

DIR provides a searchable database of registered contractors and subcontractors on its website <https://efiling.dir.ca.gov/PWCR/Search>, so that all contractors can comply with the requirement to only use registered contractors and subcontractors

#### Labor Code Section 1813

The contractor or subcontractor shall, as a penalty to the state or political subdivision on whose behalf the contract is made or awarded, forfeit twenty-five dollars (\$25) for each worker employed in the execution of the contract by the respective contractor or subcontractor for each calendar day during which the worker is required or permitted to work more than 8 hours in any one calendar day and 40 hours in any one calendar week in violation of the provisions of this article. In awarding any contract for public work, the awarding body shall cause to be inserted in the contract a stipulation to this effect. The awarding body shall take cognizance of all violations of this article committed in the course of the execution of the contract, and shall report them to the Division of Labor Standards Enforcement.

#### Labor Code Section 1815

Notwithstanding the provisions of Sections 1810 to 1814, inclusive, of this code, and notwithstanding any stipulation inserted in any contract pursuant to the requirements of said sections, work performed by employees of contractors in excess of 8 hours per day, and 40 hours during any one week, shall be permitted upon public work upon compensation for all hours worked in excess of 8 hours per day at not less than 1½ times the basic rate of pay.

#### **The Contract:**

The vendor to whom the award is made will be required to enter into a written contract with the City of Torrance. Attached is a copy of the City's standardized contract (Attachment A), which will be modified to reflect the awarded RFP. A copy of this RFP and the accepted proposal will be attached to and become a part of the contract.

#### **Independent Contractor:**

The successful proposer is, and will at all times remain as to the City, a wholly independent contractor. Neither the City nor any of its agents will have control over the conduct of the Contractor or any of the Contractor's employees, except as otherwise set forth in the awarded Agreement. The Contractor's agents and employees are not and will not be considered employees of the City for any purpose. The Contractor may not, at any time or in any manner, represent that it or any of its agents or employees are in any manner agents or employees of the City. The City has no duty, obligation, or responsibility to the Contractor's agents or employees under the Affordable Care Act. The Contractor is solely responsible for any tax penalties associated with the failure to offer affordable coverage to its agents and employees under the Affordable Care Act and any other liabilities, claims and obligations regarding compliance with the Affordable Care Act with respect to the Contractor's agents and employees. The City is not responsible and will not be held liable for the Contractor's failure to comply with the Contractor's duties, obligations, and responsibilities under the Affordable Care Act. The Contractor agrees to defend, indemnify and hold the City harmless for any and all taxes and penalties that may be assessed against the City as a result of the Contractor's obligations under the Affordable Care Act relating to the Contractor's agents and employees.

#### **Payments:**

Complete payment on the contract price will be made in approximately thirty (30) days from date of delivery, or completion and acceptance, unless otherwise provided for in Proposer's proposal or in these specifications. Payments will be made upon verification and acceptance by the City of contract services performed and upon the City's receipt of a correct invoice.

Payment requests shall list contractor and subcontractor work separately by trade with amounts matching subcontract amounts. Contractor overhead and profit on subcontractor work shall be listed as a separate line item.

The City will retain 5 percent of the value of all work done and materials installed as part security for fulfillment of the contract by Contractor. The full 5 percent retention will be retained on all payments for 35 days after the filing of the Notice of Completion. In addition 125% of the amount of the “unreleased” STOP notice will be withheld.

The payment of amounts due to the Contractor shall be contingent upon the Contractor and all subcontractors furnishing the City with a release of all claims against the City arising by virtue of the Contract related to said amounts. It is the contractor’s responsibility to provide the correct releases in order to obtain payment by the City. The Contractor shall provide the City with Unconditional Lien Release on Final Payment with a zero balance is required from all material suppliers and subcontractors with the request for final payment. All lien releases shall be provided on the proper form as determined by the City of Torrance

- Conditional lien releases shall be provided by all contractors and subcontractors in the exact of the current payment request and list the proper payment period.
- Unconditional lien releases shall be provided by all contractors and subcontractors in the exact amount of the prior payment request and list the proper payment period
- Unconditional Lien Releases on Final Payment with a zero balance are required from all material suppliers and subcontractors with the request for final payment.

#### Breakdown of Contract Prices.

The Contractor shall, within ten (10) working days of receipt of a request from the City, submit a complete breakdown of lump sum bid prices showing the value assigned to each part of the work, including a separate allowance for profit and overhead. The breakdown shall include separate line for each subcontractor’s bid and/or contract amount. In submitting the breakdown, the Contractor certifies that it is not unbalanced and that the value assigned to each part of the work represents its estimate of the actual cost, including profit and overhead, of performing that part of the work. The breakdown shall be sufficiently detailed to permit its use by the City Manager as one of the bases for evaluating requests for payment. No extra costs shall be allowed for these breakdowns.

#### Payment for Labor and Materials

The Contractor shall pay and cause the subcontractors to pay any and all accounts for labor, including Worker's Compensation premiums, State Unemployment and Federal Social Security payments and all other wage and salary deductions required by law. The Contractor also shall pay and cause the subcontractors to pay any and all accounts for services, equipment and materials used by it and the subcontractors during the performance of work under this contract. All such accounts shall be paid as they become due and payable. If requested by the City Manager, the Contractor shall immediately furnish the City with proof of payment of such accounts.

#### Additional Work

Payment for additional work and all expenditures in excess of the bid amount must be authorized in writing by the City Manager. Such authorization shall be obtained by the Contractor prior to engaging in additional work. It shall be the Contractor's sole responsibility to obtain written approval from the City Manager for any change(s) in material or in the work proposed by suppliers or subcontractors. No payment shall be made to the Contractor for additional work which has not been approved in writing, and the Contractor hereby agrees that it shall have no right to additional compensation for any work not so authorized.



## Claims

The Contractor shall not be entitled to the payment of any additional compensation for any cause, including any act, or failure to act, by the City, or the happening of any event, thing or occurrence, unless he shall have given the City due written notice of potential claim as hereinafter specified.

The written notice of potential claim shall set forth the reasons for which the Contractor believes additional compensation will or may be due, the nature of the costs involved, and, insofar as possible, the amount of the potential claim. Said notice shall be submitted on a form approved by the City at least forty-eight (48) hours (two working days) in advance of performing said work, unless the work is of an emergency nature, in which case the Contractor shall notify and obtain approval from the Inspector prior to commencing the work. The City Manager may require the Contractor to delay construction involving the claim, but no other work shall be delayed, and the Contractor shall not be allowed additional costs for any said delay but may be allowed on extension of time if the City Manager agrees that the work delayed is a controlling element of the Construction Schedule. The Contractor shall be required to submit any supporting data (or a detailed written explanation justifying further delay) within five (5) Work Days of a request from the City Manager and shall be responsible for any delays resulting from late and/or incomplete submittals. By submitting a Bid, the Contractor hereby agrees that this Section shall supersede Sections 6-4.3 and 6-4.4 of the Standard Specifications.

The City shall be the sole authority to interpret all plans, specifications and contract documents, and no claim shall be accepted which is based on the Contractor's ignorance, misunderstanding or noncompliance with any provision or portion thereof.

The Contractor shall be responsible to provide all data and to obtain all approvals required by said Specifications. No claims or extras shall be approved by the City unless all work was done under the direction of and subject to the approval of the Inspector.

It is the intention of this Subsection that differences between the parties arising under and by virtue of the Contract be brought to the attention of the City Manager at the earliest possible time in order that such matters may be settled, if possible, or other appropriate action promptly taken. The Contractor hereby agrees that it shall have no right to additional compensation for any claim that may be based on any such act, failure to act, event, thing or occurrence for which no written notice of potential claim as herein required was filed.

### **Suspension of Procurement:**

The City may suspend, in writing all or a portion of the procurement of materials or services pursuant to this RFP and subsequent contract agreement, in the event unforeseen circumstances make such procurement impossible or infeasible, or in the event City should determine it to be in the best interest of City to cancel such procurement of services or materials.

In the event of termination, selected Proposer will perform such additional work as is necessary for the orderly filing of documents, and closing of project.

The selected Proposer will be compensated for the terminated procurement on the basis of materials or services actually furnished or performed prior to the effective date of termination, plus the work reasonably required for filing and closing.

**Notice:**

Whenever it will be necessary for either party to serve notice on the other respecting the Agreement, such notice will be served by personal delivery or by certified mail to the following addresses, unless and until different addresses may be furnished in writing by either party or the other, and such notice will be deemed to have been served within seventy-two (72) hours after the same has been deposited in a United States Post

Office by certified mail or has been delivered personally, and will be valid and sufficient service of notice for all purposes:

CITY: City Clerk  
City of Torrance  
3031 Torrance Boulevard  
Torrance, CA 90503

VENDOR: Will be determined upon award of contract.

**Notice of Intent to Award:**

Approximately two (2) weeks prior to the anticipated City Council meeting awarding a contract as a result of the RFP, the City will notify all proposer's of its intent to award. Results will be posted on the City of Torrance Web site <https://www.torranceca.gov/government/city-clerk/request-for-proposals>

**City of Torrance Bid/RFP Protest Procedures:**

The City of Torrance Bid/RFP Protest Procedures may be found on the City of Torrance Web site: <https://www.torranceca.gov/government/city-clerk/request-for-proposals>

**Insurance:**

The Contractor and subcontractors shall maintain Automobile Liability, General Liability and Workers' Compensation Insurance as specified in the Design Build Agreement included in the RFP.

INDEMNIFICATION: The Contractor will indemnify, defend, and hold harmless the CITY, the City Council, each of its members, present and future, its officers, agents and employees from and against any and all liability, expense, including defense costs and legal fees, and claims for damages whatsoever, including, but not limited to, bodily injury, death, personal injury, or property loss or damage arising from or related to acts or omissions of the Contractor, its officers, employees, agents, subcontractors or vendors, or in connection with the performance by the Contractor, its officers, employees, agents, subcontractors or vendors, of its services, except for liability resulting solely from the negligence or willful misconduct of the CITY, its officers, employees, or agents. Payment by the CITY is not a condition precedent to enforcement of this indemnity.

NON-LIABILITY OF CITY OFFICERS AND EMPLOYEES: No officer or employee of the CITY will be personally liable to the Contractor, in the event of any default or breach by the CITY or for any amount that may become due to the Contractor.

## **Execution of Contract:**

After the Contract is awarded, the awarded bidder shall execute the following five (5) documents:

1. Performance Bond (100% of Bid)
2. Labor and Material Bond (100% of Bid)
3. Contract – DBIA Standard Form of Agreement between Owner and Design Builder
4. Verification of Insurance Coverage (Certificates and Endorsements)
5. Business License Application Form

The contract shall be signed by the successful bidder and returned, together with the contract bonds and evidence of required insurance coverage, **within ten (10) working days**, not including Sundays, after the bidder has received notice that the contract has been awarded. Failure to execute the contract as specified above shall be just cause for annulment of the award and forfeiture of the proposal guarantee. The Contract shall not be considered binding upon the CITY until executed by the authorized CITY officials.

Bond amounts shall be as provided in Section 2-4 of the Standard Specifications for Public Works Construction. The Performance Bond shall be required to remain in effect for one (1) year following the date specified in the City's Notice of Completion, or, if no Notice of Completion is recorded for one (1) year following the date of final acceptance by the City.

## **Inspection and Testing**

The Work is subject to inspection and approval by the CITY or any authorized representative. It is the duty of the Contractor to notify the inspector that specific work is ready for inspection. Requests for inspections should be made through the automated phone system at 310-618-5901, using the permit number and following the prompts. Request can be made up to 11pm the night before an inspection is required. The inspection will be typically made the next day.

All rough Mechanical, Electrical and Plumbing should be inspected by the City Specialty Inspectors and approved prior to any framing inspection. 2. All framing, fire-blocking and bracing shall be in place prior to ordering a framing inspection. 3. Gypsum board shall only be installed after approved framing inspection and then order a gypsum board nailing inspection prior to tape and finishing.

The CITY will make, or have made, such inspections and tests, as deemed necessary to see that the Work is in conformance with the Contract Documents. The contractor will be responsible for coordinating the inspections and tests and pay for all related costs for the inspections and tests. In the event such inspections or tests reveal noncompliance with the Contract Documents, the Contractor shall bear the cost of such corrective measures as deemed necessary by the CITY, as well as the cost of subsequent re-inspection and re-testing.

Work done in the absence of inspection by the CITY may be required to be removed and replaced under the inspection of the CITY, and the entire cost of removal and replacement, including the cost of all materials which may be furnished by the CITY and used in the work thus removed, shall be borne by the Contractor, regardless of whether the work removed is found to be defective or not. Work covered without the approval of the CITY shall, if so directed, be uncovered to the extent required by the CITY, and the Contractor shall similarly bear the entire cost of performing all the work and furnishing all the materials necessary for the removal of the covering and its subsequent replacement, including all costs for additional inspection.

The CITY and any authorized representatives shall at all times have access to the Work during its construction at shops and yards as well as the Work site. The Contractor shall provide every reasonable facility for ascertaining that the materials and workmanship are in accordance with the Contract Documents.

## **Construction Staking**

The Contractor is responsible for all construction staking and shall be responsible for the cost of any re-staking required due to disturbance caused by its operations, failure to protect the work site from vandalism or other causes of loss.

## **Requirements for Recycling Construction Materials**

The City of Torrance requires that all demolition projects and construction or remodeling projects valued at \$100,000 or more must recycle or reuse at least 50% of the materials that leave the project site and 100% of excavated soil and land-clearing debris. A Waste Management Plan (WMP) form is part of the permit process for projects that meet these criteria. The WMP form is available at the permit counter or a downloadable form is available here:

<https://www.torranceca.gov/our-city/public-works/residential-trash-and-recycling/construction-and-demolition-material-recycling>

Step 1 - when applying for the permit, you must complete the WMP form stating that at least 50% of the waste generated by the project will be recycled or reused and that 100% of excavated soil and land-clearing debris will be recycled or reused.

Step 2 - collect and keep all receipts and records of the disposal, recycling, donations, and reuse of the materials from your project. Receipts must show material type, tonnage or weight, how the materials were treated, the facility used, and the address of the jobsite.

Step 3 - complete the WMP by attaching the receipts listing the actual disposal and recycling that occurred and submitting the WMP to Public Works for approval. This is required before your project can get its final inspection.

***Failure to fulfill the requirements of the WMP process will result in penalties of \$5,000 for construction projects and \$10,000 for demolition projects, as per the Torrance Municipal Code.***

For additional information concerning recycling or recycling facilities please visit the City of Torrance Public Works Department at (310) 781-6900.

## **As-built Drawings:**

The Contractor shall maintain a control set of Plans and Specifications on the Work site at all times. These plans are to be maintained in good condition or duplicated at the contractors cost on project completion. All final locations determined in the field, and any deviations from the Plans and Specifications, shall be marked in red on this control set to show as-built conditions. Upon completion of the Work, the Contractor shall submit the control set to the Engineer for approval. Final payment will not be made until this requirement is met.

## **Project Schedule and Timeline for Completion:**

The project completion will be based on the proposed project timeline provided as part of RFP submittal requirements (refer to technical specifications for details). Once the timeline is agreed upon, the project will need to be completed within the timeframe after receipt of the Notice to Proceed issued by the City.

**A typical timeframe outlined below:**

The City requires the project to start after receipt of the Notice to Proceed Specific time frames for phases of work are as follows:

- Notice to proceed
- Planning and Design (includes plan check approval)
- Construction
- Training: Prior to turnover and a refresher after completion as scheduled by the City.

**Markup:**

The markups mentioned hereinafter shall include, but are not limited to, all costs for the services of superintendents, project managers, timekeepers and other personnel not working directly on the change order, and pickup or yard trucks used by the above personnel. These costs shall not be reported as labor and equipment elsewhere except when actually performing work directly on the change order and then shall be reported at the labor classification of the work performed.

The following percentages shall apply for additional work:

Profit	5% maximum
Overhead	10% maximum

Subcontractor markup: maximum allowed is 5% for profit and 10% for overhead on the subcontractor's costs.

To the sum of the costs and markups provided for in this subsection, one (1) percent shall be added as compensation for bonding and one (1) percent for insurance.

For changes involving only a decrease in price, the contractor and subcontractors shall return as credit for overhead and profit those same percentages which are allowed for like changes involving increase in price. On changes involving both an increase and decrease in price, overhead and profit will be allowed only on the net increase.

**Delay in Obtaining Materials:**

No extension of time will be granted for a delay caused by the inability to obtain materials unless the Contractor either obtains advance written approval from the City Manager or obtains from the supplier and furnishes to the City Manager documentary proof that such materials could not be obtained due to war, government regulations, labor disputes, strikes, fires, floods, adverse weather necessitating the cessation of work, or other similar action of the elements. The Contractor is required to order materials in a timely manner as specified in the RFP.

**Liquidated Damages:**

The Proposer agrees that failure to complete work within the time agreed upon between the City and the Proposer per the executed contract will result in damages being sustained by the City. Proposer and City agree that failure to complete the project will result in inconvenience to the citizens of Torrance and the City of Torrance and their customers using the affected areas. Such delay will also result in the necessity of several inspections each day to ensure that the project is properly progressing. The parties also agree that failure to complete the project on time will prevent the City from having the use of the facility. Therefore, the parties agree such damages among others are, and will continue to be, impracticable and extremely difficult to determine, but that **Seven Hundred and Fifty Dollars (\$750) per calendar day** is the minimum value of such costs to the City and is a reasonable amount that the Proposer agrees to reimburse the City for each

calendar day of delay in finishing the work in excess of the time specified for completion, plus any authorized time extensions.

Execution of the contract under these specifications shall constitute agreement by the Proposer and the City that Seven Hundred and Fifty Dollars (\$750) per calendar day is the minimum value of the costs and actual damage caused by failure of the Proposer to complete the work within the allotted time, that such sum is liquidated damages and shall not be construed as a penalty, and that such sum may be deducted from payments due the Proposer if such delay occurs. Said amount may be reduced by the City if work is sufficiently completed within the allotted time so that the damages are minimized.

The Proposer will not be assessed liquidated damages for any delay in completion of the work when such delay was caused by the failure of the City or the owner of a utility to provide for removal or relocation of the existing utility facilities; provided, however, that the Proposer shall have given the City and the owner of a utility timely notice of the interference. "Timely notice" shall be defined as a verbal notice (to be followed up in writing) no later than one (1) hour after initial discovery of the interference unless the City Representative is present, in which case notice shall be given immediately in writing to the City Manager.

**Completion, Acceptance and Warranty:**

If, in the CITY's judgment, the Work has been completed and is ready for acceptance, the CITY will so certify and will determine the date when the Work was completed. This will be the date when the Contractor is relieved from responsibility to protect the Work.

The City will consider a project complete when all items on the punch list have been completed and all permits and inspections are finalized by the City of Torrance Fire and Building Departments and any applicable outside agencies. The CITY may cause a Notice of Completion to be filed and recorded with the Los Angeles County Recorder's Office. At the CITY's option, the CITY may certify acceptance to the City Council who may then cause a Notice of Completion to be filed and recorded with the Los Angeles County Recorder's Office.

Manufacturer's warranties and guaranties furnished for materials used in the Work and instruction sheets and parts listed supplied with materials shall be delivered to the CITY prior to acceptance of the Work. The duration of the warranty or guaranty shall be the standard of the industry with a minimum of 1 year from the date of Notice of Completion or Date of Acceptance.

The prime contractor will be required to warranty the entire project regardless of whether warranties from subcontractors are also required. Coordination and correction of any issue related to project scope that arises during that one (1) year warranty period will be the responsibility of the prime contractor.

Manufacturer's warranties shall not relieve the Contractor of liability under these Specifications. Such warranties only shall supplement the Contractor's responsibility. It is the Contractor's responsibility to warranty all associated work.

The CITY may require a manufacturer's warranty on any product offered for use.

**References to Standards or Publications:**

Any reference made in the RFP to any specification, standard, or publication of any organization shall, in the absence of a specific designation to the contrary, be understood to refer to the latest edition of the specification, standard, or publication in effect as of the date of advertising the work, except to the extent that said standard or publication may be in conflict with applicable laws, ordinances, or governing codes. Contractors should be aware of all new code requirements including the City of Torrance local codes and regulations. No requirements of these specifications shall be waived because of any provisions of, or omission from, said standards or publications.

**SECTION II TECHNICAL REQUIREMENTS****Overview/Introduction:**

The City of Torrance is requesting proposals from qualified vendors for design, engineering and construction services for design and installation of automated vehicle and pedestrian gates on the north side of City Hall. An additional automated pedestrian gate will also be installed on the east side of the Fire Prevention area.

Scope of work shall include all necessary and required materials and equipment to meet all applicable federal, state and local codes including the current Uniform Fire Code as interpreted by the Torrance Building and Safety Department and the Torrance Fire Department. It is the Contractor's obligation to determine all current AND PENDING regulations. Plans will need to conform to code requirements and local ordinances and pass plan check.

This RFP is intended to be as descriptive as possible. However, Proposers may not take advantage of omissions or oversights in this document. Proposers must supply products and services that meet or exceed the requirements of this RFP. In the event of a dispute over installation or performance, the needs of the City of Torrance will govern.

**Scope of Work:**

The team awarded a contract will provide design and engineering services and construction of a complete and useable project for automated vehicle and pedestrian gates.

All gates will be controlled and must be fully compatible with *existing AMAG Symmetry software*. *Must also provide the controller as well as the required number of AMAG reader license.*

In addition, two (2) existing gate arms will be upgraded to use this system.

Conduits for the new gates, as well as the upgrade to the existing gate arms shall be Schedule 80 PVC minimum 1 inch to 1.25 inch diameter.

The East Gate and Motor and Arm Gate will stub into the CH 1.1 electrical closet nearby.  
The West Arm Gate should stub into the electrical room near the ground maintenance garage.

Gate minimum heights shall be 7.5 to 8 foot minimum height.

The Vendor will be responsible for properly measuring the project area prior to submitting the proposal. The City will not pay additional costs for incorrect measurements or lack of understanding the project scope of work.

- Material specification, layout and design to be approved by owner prior to fabrication.
- If metal gates are installed, new steel must have one coat primer and two coats paint, owner to determine color.
- Pricing to include engineer plans, calculations, welding deputy report.
- The city will be requesting warranties on materials, paint and concrete.
- Project to be quoted at prevailing wage.

Example of an existing automatic gate that is located in the city is provided in photo attached to RFP. A photo of the Plot Plan is also attached.

**Service Location:** Torrance City Hall, 3031 Torrance Blvd. Torrance, CA 90503

## Examination of Site

Vendors shall examine the site of work and acquaint themselves with all conditions affecting the work. By submitting a proposal the vendor shall be held to have personally examined the site, and to have satisfied itself as to its ability to meet all the difficulties attending the execution of contract before the delivery of the work and agrees that if awarded the contract will make no claim against the City based on ignorance or misunderstanding of the site conditions, and/or contract provisions. The vendor shall have included in the proposal price a sufficient sum to cover all items including labor, materials, tools, equipment, and incidentals that are implied or required for the complete improvements as contemplated by all documents.

## General Requirements

- a) The vendor shall be responsible for planning, designing, engineering, and include as built drawings, specifications, permitting, equipment, fabrication, installation, construction and operation/maintenance of the complete system(s) for automated vehicle and pedestrian gates.
- b) Determine and provide regulatory requirements for all associated design, engineering and construction work
- c) Provide engineering and design services to produce required plans and specifications
- d) Submit and gain approval through all applicable plan check processes and regulatory agencies
- e) Provide structural, electrical and mechanical systems, accessories and other support equipment for a complete and useable product.

## Submittal Requirements

The City is requesting from your firm provide a proposal and summary of qualifications for the subject work. Each proposal must contain the following information in the order listed below: Proposers that do not provide these minimum items in their proposal will be disqualified and their proposal will not be evaluated.

1. Qualifications of proposed project team. The project team will consist of all consultants, sub-consultants and construction staff: project manager, and supervisor. Persons considered qualified would be CA registered architect and engineers and appropriate licensed contractors with a minimum of 5 years previous experience with specialty knowledge appropriate for the work being approved.
2. A list of the relevant projects that proposed design/engineering and construction staff has worked on. Do not list projects that proposed staff was not involved, even if your firm was.
3. Qualifications/Experience of your firm both engineering staff, including sub-consultants and construction.
4. References- Minimum four (4) references in the last five (5) years. Provide current contact name, email address, and phone number. Title of project, construction budget and the design fee.
5. Project Schedule- See "project schedule" below for details.
6. Work Plan- The proposed work plan shall provide at minimum a detail description of the following:
  - Complete list of regulatory requirements for automated gate installation and usage.
  - Project schedule
  - Planning, design and construction methodology
  - Planning and design site visits



- How the facility will be evaluated
  - Consultation with regulatory and permitting agencies
  - Obtaining permits from non-City agencies (what, where and when)
  - Design and engineering services provided (who, qualifications)
  - Plan check coordination
  - Construction
  - How will changes be addressed
  - How will changes be minimized or eliminated
  - Training program
7. Vendor's Response must include an original plus three (3) printed copies of their submittals and must be submitted in a sealed envelope.
  8. Vendor's Response must include (Section III of this document pages 21 through 29) on the forms provided. If additional space is required, please attach additional sheets/pages.
  9. Proposer's Affidavit (Attachment 1)

**Example of Project Schedule activities or tasks:**

No work may be started until the Schedule has been approved in writing. The work shall be scheduled to assure that the design and construction will be completed within the specified time. The Contractor shall be responsible for coordination of all phases of the operation so that the time schedule can be met.

During construction, the Contractor shall also submit to the CITY, a two-week "look ahead" construction schedule during the construction progress meetings held biweekly.

Project schedules must be completely updated on a monthly basis and submitted by the 1<sup>st</sup> business day of each month. If the Contractor decides to make a major change in the method of operations after commencing construction, or if the schedule fails to reflect the actual progress, the Contractor shall submit to the CITY a revised construction schedule in advance of beginning revised operations.

Sequence of Schedule - The Contractor shall sequence the Work in a manner to expeditiously complete the project with a minimum of inconvenience to the CITY or adjacent owners. The construction schedule shall conform to the following criteria:

- 1) The schedule shall be prepared using the latest version of Microsoft Project, Primavera or approved equal.
- 2) Work activities shall be based on the following:
  - a) Contract Unit Price items shall be subdivided into those portions to be constructed during each stage or phase of construction. (If applicable)
  - b) Lump sum items shall be subdivided into those portions to be constructed during each stage or phase of construction.
- 3) Utility relocations and/or coordination by the Contractor shall be considered as activities.
- 4) Required submittals, working and shop drawings shall be included as activities.
- 5) Plan check and permitting shall be included as activities.
- 6) The procurement of construction materials and equipment with long lead times for deliveries shall be included as activities.

- 7) Work to be performed by subcontractors shall be identified and shown as work activities.
- 8) Start and completion dates of each activity shall be illustrated.
- 9) Completion of all Work under the Contract shall be within the time specified in these Special Provisions and in accordance with the Plans and Specifications.

#### **Design Development- Basic Requirements**

1. Consultant will provide a complete set of plans and specifications for permitting and construction as outlined in the Request for Proposal.
2. Retain additional design A/E firms, as required (Structural, Civil, MEP etc.) to provide a complete, constructible set of plans and specifications.
3. Site investigation to verify existing conditions. The City will provide hard copies of available building plans if electronic plans (PDFs) are not available. **THE VENDOR IS REQUIRED TO PHYSICALLY CHECK THE SITE TO EXISTING PLANS FOR ACCURACY.**
4. Plans will need to conform to code requirements and local ordinances and pass plan check.
5. Provide 5 sets of drawings and specifications for review by City 100% for review.
6. Submit 100% drawings to the City of Torrance Building Department for review.
7. Provide final working drawings – record copy on CD-ROM – AutoCAD format AND digitally by USB flash drive.
8. Provide as-built drawings- record copy on CD-ROM – AutoCAD format AND digitally by USB flash drive.

#### **Reimbursable Expenses**

This task is intended to budget for reimbursable expenses that are associated only with reprographics of plans and paper documents, postage when making submittals to the City and other agencies or utility companies. Costs to print documents, produce reprographics, postage, telephone, faxes and mileage for consultant's internal review and/or coordination with satellite offices or sub-consultants should be included in the fees for the various tasks. The reimbursable expenses should be a separate line item in your proposal but included in the overall fixed fee proposal amount.

# CITY HALL SECURITY FENCE CONCEPTUAL PLAN



## KEY

- PROPOSED NEW SECURITY FENCE
- PROPOSED NEW CENTER MEDIAN
- INDICATES PARKING SPOTS TO BE REMOVED (5 TOTAL)
- INDICATES UPGRADE TO FOB ENTRY
- INDICATES PARKING SPACE TO REMAIN
- INDICATES VEHICLE GATE EQUIPMENT
- PROPOSED NEW GATE

# **AUTOMATED GATE**

**(Located at the City Yard)**



RFP No. B2021-22

RFP for Design Build Automated Vehicle and Pedestrian Gates at City Hall

**SECTION III PROPOSAL SUBMITTAL**

FAILURE TO COMPLETE ALL ITEMS IN THIS SECTION MAY INVALIDATE PROPOSAL.

In accordance with your "Request for Proposals (RFP)", the following proposal is submitted to the City of Torrance.

**RFP Submitted By:**

Name of Company		
Street Address	City	Zip Code
Telephone Number	Fax Number	
Printed Name/Title	E-Mail Address	
Signature	Date	
Public Works Registration (PWCR) Number	License No. & Classifications	

**Form of Business Organization:** Please indicate the following (check one);

Corporation  Partnership  Sole Proprietorship  Other: \_\_\_\_\_

**Do you have a Parent Company?:**  No  Yes, \_\_\_\_\_  
(Name of Parent Company)

**Do you have any Subsidiaries?:**  No  Yes, \_\_\_\_\_  
(Name of Subsidiary Company)

**Business History:**

Years in business under your current name and form of business organization? \_\_\_\_\_ Years  
If less than three (3) years and your company was in business under a different name, what was that name?

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**Contact for Additional Information:**

Please provide the name of the individual at your company to contact for any additional information:

Printed Name	Title
Telephone	E-Mail Address

Proposal Submittal (continued):

**Vendor Name:** \_\_\_\_\_

**Addenda Received:** Please indicate addenda information you have received regarding this RFP:

Addendum No.	Date Received

Addendum No.	Date Received

No Addenda received regarding this RFP.

**Payment Terms:** The City of Torrance Payment terms are Net 30. The City does not make pre-payments, or pay upon receipt.

Do you offer any discounted invoice terms? \_\_\_\_\_

**Project Start and Completion:** The City requires that project to start as soon as possible from the award of contract and the project be completed as soon as possible. Specific time frames that are mutually agreed upon will be established after the award of contract and based on the proposer’s timeframe for completing specific tasks or benchmarks as part of the required submittal to this RFP.

**Project Manager:**

Please provide the name of the individual at your company who will serve as Project Manager for this contract.

\_\_\_\_\_ Name

\_\_\_\_\_ Title

\_\_\_\_\_ Telephone Number

\_\_\_\_\_ Fax Number

\_\_\_\_\_ Email Address

**Contract Representative:**

Please provide the name of the individual at your company who will be responsible for administering this contract.

\_\_\_\_\_ Name

\_\_\_\_\_ Title

\_\_\_\_\_ Telephone Number

\_\_\_\_\_ Fax Number

\_\_\_\_\_ Email Address

**Sub Consultants:**

If awarded, will you be using sub consultants to carry out the scope of work required in this RFP?

Yes, we will be using sub consultants and have listed their contact information below.

No, we will not be using any sub consultants for this project.

**Sub- consultants continued**

1.	_____	_____
	Company Name	Type of consulting work performed
	_____	_____
	Address	License and/or Certification
2.	_____	_____
	Company Name	Type of consulting work performed
	_____	_____
	Address	License and/or Certification
3.	_____	_____
	Company Name	Type of consulting work performed
	_____	_____
	Address	License and/or Certification
4.	_____	_____
	Company Name	Type of consulting work performed
	_____	_____
	Address	License and/or Certification

Please explain the working relationship between your company and the sub-consultants.

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**Sub Contractors:**

If awarded, will you be using sub contractors to carry out the scope of work required in this RFP?

Yes, we will be using sub contractors and have listed their contact information below.

No, we will not be using any sub contractors for this project.

## LIST OF SUBCONTRACTORS

The Proposer is required to fill in the following blanks in accordance with the provisions of the Subletting and Subcontracting Fair Practices Act (Chapter 2 of Division 5, Title 1 of the Government Code of the State of California) and should familiarize itself with Section 2-3 of the Standard Specifications.

1. Name Under Which Subcontractor is Licensed: \_\_\_\_\_

Subcontractor's Address: \_\_\_\_\_

Specific Description of Sub-Contract: \_\_\_\_\_

License Number: \_\_\_\_\_ CA License Classification/Type: \_\_\_\_\_

Public Works Registration (PWCR) Number: \_\_\_\_\_

2. Name Under Which Subcontractor is Licensed: \_\_\_\_\_

Subcontractor's Address: \_\_\_\_\_

Specific Description of Sub-Contract: \_\_\_\_\_

License Number: \_\_\_\_\_ CA License Classification/Type: \_\_\_\_\_

Public Works Registration (PWCR) Number: \_\_\_\_\_

3. Name Under Which Subcontractor is Licensed: \_\_\_\_\_

Subcontractor's Address: \_\_\_\_\_

Specific Description of Sub-Contract: \_\_\_\_\_

License Number: \_\_\_\_\_ CA License Classification/Type: \_\_\_\_\_

Public Works Registration (PWCR) Number: \_\_\_\_\_

4. Name Under Which Subcontractor is Licensed: \_\_\_\_\_

Subcontractor's Address: \_\_\_\_\_

Specific Description of Sub-Contract: \_\_\_\_\_

License Number: \_\_\_\_\_ CA License Classification/Type: \_\_\_\_\_

Public Works Registration (PWCR) Number: \_\_\_\_\_

Subcontractors must be properly licensed under the laws of the State of California for the type of work which they are to perform. Do not list alternate subcontractors for the same work.

The Proposing Contractor must include each subcontractor's contract license number (AB 44). An inadvertent error in listing the subcontractor's license number shall not be grounds for filing a bid protest or grounds for considering the bid nonresponsive, if the corrected contractor's license number is submitted to the public entity by the prime contractor within 24 hours after the bid opening-provided that the correct license number corresponds to the submitted name and location of the subcontractor



Proposal Submittal (continued):

Vendor Name: \_\_\_\_\_

**Background and Recent Experience with Similar Projects:**

In the space below, please provide a narrative explaining your background and recent experience with similar projects as the scope of work identified in this RFP. (Please attach additional sheets if more space is needed.)

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Proposal Submittal (continued):

**Design Build Team References:**

**Do not list a reference more than once or include the City of Torrance as a reference. All proposers must contact their references prior to submitting proposals to verify all phone numbers, email addresses, contact person, etc. are current and that the contact is aware that the City of Torrance will be conducting reference checks.**

1	Name of Firm/Agency:	
	Street Address:	
	City, State, Zip Code:	
	Name of Person to Contact:	
	Phone Number of Contact:	
	Email Address of Contact:	
	Title of Project:	
	Project Location:	
	Date of Completion:	
	Contract Amount:	
2	Name of Firm/Agency:	
	Street Address:	
	City, State, Zip Code:	
	Name of Person to Contact:	
	Phone Number of Contact:	
	Email Address of Contact:	
	Title of Project:	
	Project Location:	
	Date of Completion:	
	Contract Amount:	
3	Name of Firm/Agency:	
	Street Address:	
	City, State, Zip Code:	
	Name of Person to Contact:	
	Phone Number of Contact:	
	Email Address of Contact:	
	Title of Project:	
	Project Location:	
	Date of Completion:	
	Contract Amount:	
4	Name of Firm/Agency:	
	Street Address:	
	City, State, Zip Code:	
	Name of Person to Contact:	
	Phone Number of Contact:	
	Email Address of Contact:	
	Title of Project:	
	Project Location:	
	Date of Completion:	
	Contract Amount:	

Proposal Submittal (continued):

**Vendor Name:** \_\_\_\_\_

RFP Submittal Requirement and Acknowledgement	
Vendors are required to answer each of the questions listed below. You must indicate below that you have provided this information in your proposal submittal. You must attach additional sheets to your RFP submittal describing in detail the service you are proposing.	
RFP Scope of Work Questions	Indicate what page in your proposal you have answered this question.
Did you include original and three (3) copies of your RFP Submittal?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Did you include a signed Affidavit Form with your RFP Submittal?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Did you include proof of Contractor Registration with the DIR number?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Did you attach additional sheets to answer the Background and Recent Experience with Similar Projects information on page 25 of this RFP?	<input type="checkbox"/> Yes <input type="checkbox"/> No Page ___ of our submittal.
Did you complete a project proposal as described in the Technical Requirements?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Did you include all addenda if any issued by the City?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Did you include resumes of the appropriate qualified candidates?	<input type="checkbox"/> Yes <input type="checkbox"/> No Page ___ of our submittal.
Did you include References?	<input type="checkbox"/> Yes <input type="checkbox"/> No Page ___ of our submittal
Have you included Proposed Alternative Language to the City's Pro Forma Contact Services Agreement (if applicable)?	<input type="checkbox"/> Yes <input type="checkbox"/> No Page ___ of our submittal

Proposal Submittal (continued):

**Vendor Name:** \_\_\_\_\_

RFP Submittal Requirement and Acknowledgement		
Vendors are required to answer each of the questions listed below. You must indicate below that you have provided this information in your proposal submittal. You must attach additional sheets to your RFP submittal describing in detail the service you are proposing.		
RFP Scope of Work Questions		Indicate what page(s) in your proposal you have answered this question.
1	Please describe your experience with Design Build of a Fuel System.	Page ___ of our submittal
2	Please indicate if your firm is compliant Local, State and Federal Government Labor Laws. Such as; Section 3700 of the California Labor Code, California Labor Code Section 1773.8, California Labor Code Section 1773.8, California Labor Code Section 1777.5, California Labor Code Section 1813	<input type="checkbox"/> Yes, we are in compliance and have filled at the forms attached to this RFP  <input type="checkbox"/> No, we are not in compliance
3	Describe the applicable codes to this project and how will you ensure compliance.	Page ___ of our submittal
4	Describe how will you ensure a thorough investigation and verification of existing facility conditions, both seen and unseen, and eliminate cost increases/changes after project award	Page ___ of our submittal

**Vendor Name:** \_\_\_\_\_

<b>Price Proposal</b>	
<p>In accordance with your "Request for Proposal", the following price proposal is submitted to the City of Torrance. We understand that our price submittal is a not to exceed amount and that if we are selected to enter into negotiations with the City the pricing may be adjusted down unless additional services are requested and pricing will be negotiated and adjusted accordingly.</p>	
<b>Category Description</b> (Proposer must attached a full description for each category explaining what they are proposing) All services must be itemized. Do not bundle.	<b>Proposal Not to Exceed Amount by Category Description</b>
Planning	\$
Design	\$
Construction	\$
Project Management	\$
<b>Total Amount for Project RFP B2021-22</b>	<b>\$</b>

STATE OF CALIFORNIA

PROPOSER'S AFFIDAVIT

COUNTY OF LOS ANGELES

\_\_\_\_\_ being first duly sworn deposes and says:

1. That he/she is the \_\_\_\_\_ of \_\_\_\_\_  
(Title of Office) (Name of Company)

Hereinafter called "proposer", who has submitted to the City of Torrance a proposal for

\_\_\_\_\_  
(Title of RFP)

- 2. That the proposal is genuine; that all statements of fact in the proposal are true;
- 3. That the proposal was not made in the interest or behalf of any person, partnership, company, association, organization or corporation not named or disclosed;
- 4. That the Proposer did not, directly or indirectly, induce solicit or agree with anyone else to submit a false or sham proposal, to refrain from proposing, or to withdraw his proposal, to raise or fix the proposal price of the Proposer or of anyone else, or to raise or fix any overhead, profit or cost element of the Proposer's price or the price of anyone else; and did not attempt to induce action prejudicial to the interest of the City of Torrance, or of any other Proposer, or anyone else interested in the proposed contract;
- 5. That the Proposer has not in any other manner sought by collusion to secure for itself an advantage over the other Proposer or to induce action prejudicial to the interests of the City of Torrance, or of any other Proposer or of anyone else interested in the proposed contract;
- 6. That the Proposer has not accepted any proposal from any subcontractor or materialman through any proposal depository, the bylaws, rules or regulations of which prohibit or prevent the Proposer from considering any proposal from any subcontractor or material man, which is not processed through that proposal depository, or which prevent any subcontractor or materialman from proposing to any contractor who does not use the facilities of or accept proposals from or through such proposal depository;
- 7. That the Proposer did not, directly or indirectly, submit the Proposer's proposal price or any breakdown thereof, or the contents thereof, or divulge information or data relative thereto, to any corporation, partnership, company, association, organization, proposal depository, or to any member or agent thereof, or to any individual or group of individuals, except to the City of Torrance, or to any person or persons who have a partnership or other financial interest with said Proposer in its business.
- 8. That the Proposer has not been debarred from participation in any State or Federal works project.

Dated this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
(Proposer Signature)

\_\_\_\_\_  
(Title)

## PERFORMANCE BOND

**KNOW ALL MEN BY THESE PRESENTS:**

That we, \_\_\_\_\_ as Principal(s) and \_\_a corporation, incorporated, organized, and existing under the laws of the State of \_\_\_\_\_, and authorized to execute bonds and undertakings and to do a general surety business in the State of California, as Surety, are jointly and severally held and firmly bound unto the City of Torrance, a municipal corporation, located in the County of Los Angeles, State of California, in the full and just sum of: \_\_\_\_\_ Dollars (\$\_\_\_\_\_), lawful money of the United States of America, for the payment of which sum, well and truly to be made, we bind ourselves and our respective heirs, executors, administrators, representative, successors and assigns, jointly and severally, firmly by these presents.

**THE CONDITION OF THIS OBLIGATION IS SUCH**, that: WHEREAS, said Principal(s) have/has entered into, or are/is about to enter into, a certain written contract or agreement, dated as of the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, with the said City of Torrance for **Design Build Automated Vehicle and Pedestrian Gates at City Hall, RFP B2021-22** as is more specifically set forth in said contract or agreement, a full, true and correct copy of which is hereunto attached, and hereby referred to and by this reference incorporated herein and made a part hereof;

**NOW, THEREFORE**, if the said Principal(s) shall faithfully and well and truly do, perform and complete, or cause to be done, performed and complete, each and all of the covenants, terms, conditions, requirements, obligations, acts and things, to be met, done or performed by said Principal(s), including any guarantee period as set forth in, or required by, said contract or agreement, all at and within the time or times, and in the manner as therein specified and contemplated, then this bond and obligation shall be null and void; otherwise it shall be and remain in full force, virtue and effect.

The said Surety, for value received, hereby stipulates and agrees that no amendment, change, extension of time, alteration or addition to said contract or agreement, or of any feature or item or items of performance required therein or there under, shall in any manner affect its obligations on or under this bond; and said Surety does hereby waive notice of any such amendment, change, extension of time, alteration, or addition to said contract or agreement, and of any feature or item or items of performance required therein or there under.

**PERFORMANCE BOND RFP B2021-22 (CONTINUED)**

In the event any suit, action or proceedings is instituted to recover on this bond or obligation, said Surety will pay, and does hereby agree to pay, as attorney's fees for said City, such sum as the Court in any such suit, action or proceeding may adjudge reasonable.

**EXECUTED, SEALED AND DATED** this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

CORPORATE SEAL

PRINCIPAL(S):

BY \_\_\_\_\_

BY \_\_\_\_\_

CORPORATE SEAL

SURETY:

BY \_\_\_\_\_

Name: \_\_\_\_\_

Local Address: \_\_\_\_\_

\_\_\_\_\_

Phone No.: \_\_\_\_\_

Fax No.: \_\_\_\_\_



**LABOR AND MATERIAL BOND**  
RFP B2021-22

**KNOW ALL MEN BY THESE PRESENTS:**

That we, \_\_\_\_\_  
As Principal(s) and \_\_\_\_\_ a corporation,  
incorporated, organized, and existing under the laws of the State of \_\_\_\_\_, and authorized to  
execute bonds and undertakings and to do a general surety business in the State of California, as Surety, are  
jointly and severally held and firmly bound unto:

- (a) The State of California for the use and benefit of the State Treasurer, as ex-officio Treasurer and custodian of the Unemployment Fund of said State; and
- (b) The City of Torrance, California; and
- (c) Any and all persons who do or perform or who did or performed work or labor upon or in connection with the work or improvement referred to in the contract or agreement hereinafter mentioned; and
- (d) Any and all materialmen, persons, companies, firms, association, or corporations, supplying or furnishing any materials, provisions, provender, transportation, appliances or power, or other supplies used in, upon, for or about or in connection with the performance of the work or improvement contracted to be executed, done, made or performed under said contract or agreement; and
- (e) Any and all persons, companies, firms, associations, or corporations furnishing, renting, or hiring teams, equipment, implements or machinery for, in connection with, or contributing to, said work to be done or improvement to be made under said contract or agreement; and
- (f) Any and all persons, companies, firms, associations, or corporations who supply both work and materials; and whose claim has not been paid by said Principal(s), in full and just sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_), lawful money of the United States of America, for the payment of which will and truly to be made, said Principal(s) and said Surety do hereby bind themselves and their respective heirs, executors, administrators, representatives, successors and assigns, jointly and severally, firmly by these presents.

**THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH, THAT: WHEREAS,** said Principal(s) have/has entered into or are/is about to enter into a certain written contract or agreement, dated as of the \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_, with the City of Torrance for **Design Build Automated Vehicle and Pedestrian Gates at City Hall RFP B2021-22** all as is more specifically set forth in said contract or agreement, a full, true and correct copy of which is hereunto attached, and hereby referred to and by this reference incorporated herein and made a part hereof;

**NOW, THEREFORE,** if the said Principal(s) (or any of his/her, its, or their subcontractors) under said contract or agreement fails or fail to pay:

- (1) For any materials, provisions, provender, transportation, appliances, or power, or other supplies; or
- (2) For the hire of any teams, equipment, implements, or machinery; or
- (3) For any work or labor; supplies, furnished, provided, used, done or performed in, upon, for or about or in connection with the said work or improvement; or
- (4) For amounts due under the Unemployment Insurance Act of the State of California with respect to such work or improvement;

the Surety on this bond will pay the same in an amount not exceeding the sum hereinabove specified in this bond; and, also, in case suit is brought upon this bond, said Surety will (and does hereby agree to) pay a reasonable attorney's fee, to be fixed and taxed as costs, and included in the judgment therein rendered.

This bond shall (and it is hereby made to) insure to the benefit of any and all persons entitled to file claims under Section 1192.1 of the Code of Civil Procedure of the State of California, so as to give a right of action to them or their assigns in any suit brought upon this bond, all as contemplated under the provisions of Section 4205 of the Government Code, and of Chapter 1 of Title 4 of Part 3 of the Code of Civil Procedure, of the State of California.

This bond is executed and filed in connection with said contract or agreement hereunto attached to comply with each and all of the provisions of the laws of the State of California above mentioned or referred to, and of all amendments thereto, and the obligors so intend and do hereby bind themselves accordingly.

The said Surety, for value received, hereby stipulates and agrees that no amendment, change, extension of time, alteration, or addition to said contract or agreement, or of any feature or item or items of performance required therein or thereunder, shall in any manner affect its obligations on or under this bond; and said Surety does hereby waive notice of any such amendment, change, extension of time, alteration, or addition to said contract or agreement, and of any feature or item or items of performance required therein or thereunder.

**EXECUTED, SEALED AND DATED** this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_

CORPORATE SEAL

PRINCIPAL:

BY \_\_\_\_\_

CORPORATE SEAL

SURETY:

BY \_\_\_\_\_

Name: \_\_\_\_\_

Local Address: \_\_\_\_\_

\_\_\_\_\_

Phone No.: \_\_\_\_\_

Fax No.: \_\_\_\_\_



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

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## **Document No. 525**

Second Edition, 2010

© Design-Build Institute of America

Washington, DC



## Design-Build Institute of America - Contract Documents LICENSE AGREEMENT

By using the DBIA Contract Documents, you agree to and are bound by the terms of this License Agreement.

- 1. License.** The Design-Build Institute of America ("DBIA") provides DBIA Contract Documents and licenses their use worldwide. You acknowledge that DBIA Contract Documents are protected by the copyright laws of the United States. You have a limited nonexclusive license to: (a) Use DBIA Contract Documents on any number of machines owned, leased or rented by your company or organization; (b) Use DBIA Contract Documents in printed form for bona fide contract purposes; and (c) Copy DBIA Contract Documents into any machine-readable or printed form for backup or modification purposes in support of your permitted use.
- 2. User Responsibility.** You assume sole responsibility for the selection of specific documents or portions thereof to achieve your intended results, and for the installation, use, and results obtained from the DBIA Contract Documents. You acknowledge that you understand that the text of the DBIA Contract Documents has important legal consequences and that consultation with an attorney is recommended with respect to use or modification of the text. You will not represent that any of the contract documents you generate from DBIA Contract Documents are DBIA documents unless (a) the document text is used without alteration or (b) all additions and changes to, and deletions from, the text are clearly shown.
- 3. Copies.** You may not use, copy, modify, or transfer DBIA Contract Documents, or any copy, modification or merged portion, in whole or in part, except as expressly provided for in this license. Reproduction of DBIA Contract Documents in printed or machine-readable format for resale or educational purposes is expressly prohibited. You will reproduce and include DBIA's copyright notice on any printed or machine-readable copy, modification, or portion merged into another document or program.
- 4. Transfers.** You may not transfer possession of any copy, modification or merged portion of DBIA Contract Documents to another party, except that a party with whom you are contracting may receive and use such transferred material solely for purposes of its contract with you. You may not sublicense, assign, or transfer this license except as expressly provided in this Agreement, and any attempt to do so is void.
- 5. Term.** The license is effective for one year from the date of purchase. DBIA may elect to terminate it earlier, by written notice to you, if you fail to comply with any term or condition of this Agreement.
- 6. Limited Warranty.** DBIA warrants the electronic files or other media by which DBIA Contract Documents are furnished to be free from defects in materials and workmanship under normal use during the Term. There is no other warranty of any kind, expressed or implied, including, but not limited to the implied warranties of merchantability and fitness for a particular purpose. Some states do not allow the exclusion of implied warranties, so the above exclusion may not apply to you. This warranty gives you specific legal rights and you may also have other rights which vary from state to state. DBIA does not warrant that the DBIA Contract Documents will meet your requirements or that the operation of DBIA Contract Documents will be uninterrupted or error free.
- 7. Limitations of Remedies.** DBIA's entire liability and your exclusive remedy shall be: the replacement of any document not meeting DBIA's "Limited Warranty" which is returned to DBIA with a copy of your receipt, or at DBIA's election, your money will be refunded. In no event will DBIA be liable to you for any damages, including any lost profits, lost savings or other incidental or consequential damages arising out of the use or inability to use DBIA Contract Documents even if DBIA has been advised of the possibility of such damages, or for any claim by any other party. Some states do not allow the limitation or exclusion of liability for incidental or consequential damages, so the above limitation or exclusion may not apply to you.
- 8. Acknowledgement.** You acknowledge that you have read this agreement, understand it and agree to be bound by its terms and conditions and that it will be governed by the laws of the District of Columbia. You further agree that it is the complete and exclusive statement of your agreement with DBIA which supersedes any proposal or prior agreement, oral or written, and any other communications between the parties relating to the subject matter of this agreement.

# INSTRUCTIONS

For DBIA Document No. 525 Standard Form of Agreement Between Owner and Design-Builder - Lump Sum (2010 Edition)

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## Checklist

Use this Checklist to ensure that the Agreement is fully completed and all exhibits are attached.

_____	Page 1	Owner's name, address and form of business
_____	Page 1	Design-Builder's name, address and form of business
_____	Page 1	Project name and address
_____	Section 2.1.3	Identify other exhibits to the Agreement
_____	Section 4.2	Note the optional provisions that are provided
_____	Section 4.3.2	Complete blanks for additional sum for use of Work Product
_____	Section 5.2.1	Complete blanks for calendar days and note the optional language that is provided
_____	Section 5.2.2	Insert any interim milestones (optional)
_____	Section 5.4	Complete blanks for liquidated damages and note the optional provisions that are provided
_____	Section 5.5	If the parties select the option provided they have to insert an amount
_____	Section 5.6	Complete blanks for early completion bonus and note the optional provision that is provided
_____	Section 5.7	Note the optional provisions that are provided
_____	Section 6.1	Complete blanks for Contract Price
_____	Section 6.2	Insert markups for changes and note optional provisions
_____	Section 6.3.4	Note the optional provision that is provided
_____	Section 6.4.1	Note optional provision
_____	Section 7.1.1	Complete blanks for day of month
_____	Section 7.2.1	Complete blanks for retention percentage and note optional provision
_____	Section 7.4	Complete blanks for interest rate
_____	Section 8.1.3	Choose overhead/profit method for termination for convenience
_____	Section 8.2.1	Complete blanks for percentages
_____	Section 8.2.2	Complete blanks for percentages
_____	Section 9.1.1	Insert Owner's Senior Representative's name, etc. (optional)
_____	Section 9.1.2	Insert Owner's Representative's name, etc. (optional)
_____	Section 9.2.1	Insert Design-Builder's Senior Representative's name, etc. (optional)
_____	Section 9.2.2	Insert Design-Builder's Representative's name, etc. (optional)
_____	Section 10.1	Attach Insurance Exhibit
_____	Section 10.2	Insert amount and conditions of bonds or other security and note the options that are provided
_____	Section 11.1	Insert any other provisions (optional)
_____	Last Page	Owner's and Design-Builder's execution of the Agreement

## General Instructions

No.	Subject	Instruction
1.	Standard Forms	Standard form contracts have long served an important function in the United States and international construction markets. The common purpose of these forms is to provide an economical and convenient way for parties to contract for design and construction services. As standard forms gain acceptance and are used with increased frequency, parties are able to enter into contracts with greater certainty as to their rights and responsibilities.
2.	DBIA Standard Form Contract Documents	Since its formation in 1993, the Design-Build Institute of America (“DBIA”) has regularly evaluated the needs of owners, design-builders, and other parties to the design-build process in preparation for developing its own contract forms. Consistent with DBIA’s mission of promulgating best design-build practices, DBIA believes that the design-build contract should reflect a balanced approach to risk that considers the legitimate interests of all parties to the design-build process. DBIA’s Standard Form Contract Documents reflect a modern risk allocation approach, allocating each risk to the party best equipped to manage and minimize that risk, with the goal of promoting best design-build practices.
3.	Use of Non-DBIA Documents	To avoid inconsistencies among documents used for the same project, DBIA’s Standard Form Contract Documents should not be used in conjunction with non-DBIA documents unless the non-DBIA documents are appropriately modified on the advice of legal counsel. Moreover, care should also be taken when using different editions of the DBIA Standard Form Documents on the same project to ensure consistency.
4.	Legal Consequences	DBIA Standard Form Contract Documents are legally binding contracts with important legal consequences. Contracting parties are advised and encouraged to seek legal counsel in completing or modifying these Documents.
5.	Reproduction	DBIA hereby grants to purchasers a limited license to reproduce its Documents consistent with the License Agreement accompanying these Documents. At least two original versions of the Agreement should be signed by the parties. Any other reproduction of DBIA Documents is strictly prohibited.
6.	Modifications	<p>Effective contracting is accomplished when the parties give specific thought to their contracting goals and then tailor the contract to meet the unique needs of the project and the design-build team. For that reason, these Documents may require modification for various purposes including, for example, to comply with local codes and laws, or to add special terms. DBIA’s latest revisions to its Documents provide the parties an opportunity to customize their contractual relationship by selecting various optional contract clauses that may better reflect the unique needs and risks associated with the project.</p> <p>Any modifications to these Documents should be initialed by the parties. At no time should a document be re-typed in its entirety. Re-creating the document violates copyright laws and destroys one of the advantages of standard forms-familiarity with the terms.</p>
7.	Execution	It is good practice to execute two original copies of the Agreement. Only persons authorized to sign for the contracting parties may execute the Agreement.



## Specific Instructions

Section	Title	Instruction
General	Purpose of This Agreement	<p>DBIA Document No. 525 (“Agreement”) should be used only when the parties intend that Owner pay Design-Builder a lump sum fixed price for the completion of all design and construction services. There will be greater mutual understanding and cooperation if the lump sum is established based on Owner’s Project Criteria that are well defined.</p> <p>If there is uncertainty about Owner’s Project Criteria, or it remains to be developed by Owner and Design-Builder jointly, a cost-plus/guaranteed maximum price (“GMP”) contracting approach may be more suitable. In such case, the parties should use DBIA Document No. 530.</p>
General	Purpose of These Instructions	These Instructions are not part of this Agreement, but are provided to aid the parties in their understanding of the Agreement and in completing the Agreement.
General	Related Documents	This Agreement shall be used in conjunction with the General Conditions of Contract. Other related Contract Documents are listed in Article 2 of this Agreement.
General	Date	On Page 1, enter the date when both parties reach a final understanding. It is possible, due to logistical reasons, that the dates when the parties execute the Agreement may be different. Once both parties execute the Agreement, the effective date of the Agreement will be the date recorded on Page 1. This date does not, however, determine Contract Time, which is measured according to the terms of Article 5.
General	Parties: Owner and Design-Builder	On Page, 1 enter the legal name and full address of Owner and Design-Builder, as well as the legal form of each entity, e.g., corporation, partnership, limited partnership, limited liability company, or other.
2.1.2	Basis of Design Documents	The Basis of Design Documents are critical in establishing the scope of work. These documents include the Owner’s Project Criteria, Design-Builder’s Proposal, and the Deviation List, if any, contained in the Design-Builder’s Proposal. Prior to the execution of this Agreement, Design-Builder will have submitted its Proposal based on Owner’s Project Criteria. To avoid ambiguities or conflicts between Owner’s Project Criteria and Design-Builder’s Proposal, Design-Builder’s Proposal shall specifically list any deviations from Owner’s Project Criteria. Design-Builder’s Deviation List shall, if accepted by Owner, become a Contract Document and shall have precedence over Owner’s Project Criteria.
2.1.5	Construction Documents	After execution of the Agreement, and consistent with the requirements of Section 2.4 of the General Conditions of Contract, Design-Builder will prepare Construction Documents subject to Owner’s review and approval.
3.2	Order of Precedence	The Contract Documents are listed in Section 2.1 in the order of their precedence. This hierarchy of documents reflects DBIA’s belief that the Basis of Design Documents are critical documents that take precedence over other Contract Documents existing at the time the Agreement is executed. This section also makes clear that if a Deviation List exists it takes precedence over the Owner’s Project Criteria. Moreover, Section 2.1.3 recognizes that there may be other exhibits attached to this Agreement. If this is the case, the parties should discuss whether these exhibits should be part of the Basis of Design Documents. If these exhibits are not made part of the Basis of Design Documents, these exhibits will not take priority over the Basis of Design Documents in the event of a conflict.
3.3	Definitions	Terms, words and phrases used in the Agreement shall have the same meanings used in the General Conditions of Contract.

Section	Title	Instruction
3.4	Design Specification	The Owner is cautioned that if it includes design specifications in its Project Criteria, there is case law holding that the Design-Builder is entitled to rely on such information, and to the extent such information is not accurate, the Design-Builder will be entitled to an adjustment in the Contract Price and/or Contract Time. Accordingly, the Owner to avoid such potential liability should consider using performance specifications.
4.1	Work Product	This Agreement provides that the Design-Builder shall retain ownership of the Work Product it produces, but obligates Design-Builder to grant a limited license to Owner to use the Work Product according to the terms and circumstances described in Sections 4.2, 4.3, 4.4 and 4.5.
4.2	Owner's Limited License Upon Payment in Full	Design-Builder shall grant Owner, at Owner's sole risk, a limited license to use the Work Product at the completion of the Work in connection with Owner's occupation of the Project. This Section also provides the parties with the option of transferring ownership of some or all of the Work Product to the Owner upon payment in full for all Work performed. Generally, where the Owner desires ownership of Work Product, it is sufficient to transfer ownership of unique architectural and design elements.
4.3	Owner's Limited License Upon Owner's Termination for Convenience or Design-Builder's Election to Terminate	Owner should not use the Termination for Convenience Clause to obtain Design-Builder's valuable design concepts, and then seek lower bids from other design-builders. Therefore, where Owner terminates this Agreement for its convenience, and then decides to complete the Project with its own or third-party forces, Design-Builder shall grant Owner the rights set forth in Section 4.2, provided Owner pays Design-Builder all amounts due Design-Builder as required by the Contract Documents, including paying Design-Builder an additional sum per Section 4.3.2 for the use of the Work Product. In the event Design-Builder elects to terminate this Agreement for cause, for reasons set forth in Section 11.4 of the General Conditions of Contract, these same conditions apply to Owner's use of the Work Product.
4.3.2	Additional Compensation	To minimize disputes, the parties should negotiate prior to execution of the Agreement the amount Owner shall pay Design-Builder for the use of Design-Builder's Work Product in the event Owner terminates this Agreement for its convenience or Design-Builder elects to terminate this Agreement for cause. Enter this amount.
4.4	Owner's Limited License Upon Design-Builder's Default	If Design-Builder is properly terminated for default, Owner is granted a limited license to use the Work Product, to complete the Project, and Owner shall thereafter have the same rights and obligations as set forth in Section 4.2.
4.5	Owner's Indemnification for Use of Work Product	Owner's use or alteration of the Work Product shall be at its sole risk, and Owner must agree to defend, indemnify and hold harmless Design-Builder and anyone working by or through Design-Builder, including Design Consultants of any tier.
5.1	Date of Commencement	Design-Builder's obligation to commence work is triggered by its receipt of a Notice to Proceed unless the parties mutually agree otherwise.
5.2.1	Substantial Completion of the Entire Work	Enter the calendar days duration by which Substantial Completion has to be achieved. The parties in this Section have the option of modifying the definition of Substantial Completion set forth in the General Conditions of Contract if they want to use a Temporary Certificate of Occupancy as the benchmark. If this option is selected, Substantial Completion will be deemed to be achieved no later than the date a Temporary Certificate of Occupancy is issued if applicable to the Project.



Section	Title	Instruction
5.2.2	Interim Milestones	It may be that some portions of the Work must be completed in phases or within a prescribed period of time to accommodate Owner's needs. The parties may, at their option, identify these portions of the Work to be completed prior to Substantial Completion of the entire Work. Enter the calendar days, starting from the Date of Commencement, for achieving Substantial Completion of these identified portions of the Work. If these portions of the Work are required to be substantially completed by certain milestone dates, enter those dates. As presently drafted no remedy is provided to the Owner if an interim milestone is not met. If the Owner has special requirements as it relates to interim milestones, the Owner may want to consider a remedy for the Design-Builder's failure to meet an interim milestone, as well as a bonus to the Design-Builder for satisfying such interim milestone.
5.4	Liquidated Damages	<p>Owner should make a good faith evaluation of the amount that is reasonably necessary to compensate it for delay. Owner should not establish liquidated damages to penalize Design-Builder.</p> <p>Section 5.4 establishes a grace period between the Scheduled Substantial Completion Date and the assessment of liquidated damages in order to prevent disputes as to which party bears responsibility for only a few days of delay. The parties should enter the calendar days that may pass following the Scheduled Substantial Completion Date before liquidated damages will be assessed. The parties are also provided the option of establishing liquidated damages if the Design-Builder fails to achieve Final Completion within a specified number of days after Substantial Completion. If this option is selected, the parties have to negotiate the number of days, as well as the liquidated damages amount. The parties in negotiating liquidated damages should keep in mind that the amount of liquidated damages for failing to achieve Final Completion should be a considerably scaled down amount and should reflect the financial harm to the Owner. In no case should the total amount of liquidated damages for the Project exceed an amount that is reasonably necessary to compensate Owner for Project delay.</p> <p>The parties also have the option here of eliminating liquidated damages altogether, in which case the Owner can recover actual damages for Project delay at an amount that is capped by the parties. The Owner is cautioned that even if this option for actual damages is selected it still cannot recover consequential damages, as these are waived under Section 10.5.1 of the General Conditions of Contract.</p>
5.5	Liquidated Damages Cap	The parties can agree to cap liquidated damages for delay at a negotiated amount.
5.6	Early Completion Bonus	If the Project economics justify liquidated damages, then it is appropriate to couple these liquidated damages with an early completion bonus. The parties should enter the number of calendar days prior to the Scheduled Substantial Completion Date that will set the Bonus Date. Also, enter the amount of the bonus to be paid per day that will allow Owner to share with Design-Builder the economic benefits of early completion. The parties also have the option in Section 5.6 of capping the early completion bonus at a negotiated amount.
5.7	Compensation for Force Majeure Events	The parties are provided the opportunity of providing the Design-Builder the right to receive compensation for Force Majeure Events. By selecting this option, the parties agree to modify Section 8.2.2 of the General Conditions of Contract, in which case the parties have to negotiate how many cumulative days of Force Majeure delays must occur before the Design-Builder is entitled to either a negotiated amount per day for delay or the direct costs it has incurred as a result of such delay.
6.1	Contract Price	Enter the lump sum price Owner will pay Design-Builder for the Scope of Work. The Contract Price should compensate Design-Builder for the services it provides and the risk it assumes in providing single point responsibility to Owner.

Section	Title	Instruction
6.2	Markups for Changes	Enter the markups agreed upon by Design-Builder and Owner to be used for pricing Changes to the Work. Prior to negotiating or agreeing to these markups, both parties should familiarize themselves with Article 9 of the General Conditions of Contract, Changes to the Contract Price and Time. For additive Change Orders, the parties have to negotiate the Fee the Design-Builder will receive. For deductive Change Orders, parties have the option by checking the appropriate box of whether there will be no additional reduction or whether there will be an additional reduction based on a negotiated percentage.
6.3.4	Allowance Value	This section recognizes that the parties may agree that certain items of Work should be treated as an Allowance Item and priced based on Allowance Values. The Allowance Value for which the Design-Builder will be entitled to receive compensation includes direct cost of labor, materials, equipment, transportation, taxes and insurance associated with the Allowance Item. All other costs associated with the Allowance Item, such as design fees, general conditions costs and fee, are deemed to be included in the Contract Price. However, the parties agree that in the event the actual cost of the Allowance Item is greater than or less than the Allowance Value by a negotiated percentage, then Design-Builder's right to Fee and markup shall be determined pursuant to Section 6.2.
6.4	Performance Incentives	There may be performance incentives that will influence Project success. Such incentives may include award fees tied to the Design-Builder achieving certain standards relative to client satisfaction, safety, and personnel retention. The parties are encouraged to discuss the use of such incentives during negotiation of this Agreement. Any agreement on the use of incentives should be set forth in an exhibit attached to this Agreement.
7.1.1	Progress Payments	Enter the day of the month when Design-Builder shall submit its Application for Payment.
7.2.1	Retainage	<p>Enter the percentage Owner will retain from Progress Payments to Design-Builder until fifty percent (50%) of the Work is completed. Owner should recognize that it creates undue hardship to hold retainage on Subcontractors that have completed their work early in the Project. Owner should accordingly consider releasing retainage on Subcontractors that complete work early in the Project, providing that these Subcontractors have satisfactorily performed their portion of the Work.</p> <p>The parties are provided the option of modifying the retainage provision by checking the box. This option excludes from retainage the Design-Builder's General Conditions costs and amounts paid to Design-Builder's Design Consultant. The rationale for selecting this option is that the Design-Builder is obligated to pay its General Conditions costs in full each month and that under the design-bid-build delivery method, the Owner typically does not retain sums from its designer.</p>
7.4	Interest	The parties should enter the rate at which interest will accrue on Design-Builder's payments if unpaid five (5) days after due. Late payment creates a hardship for Design-Builder, its Design Consultants and Subcontractors.
7.5	Record Keeping	The Owner is provided access to Design-Builder's accounting information as it relates to changes of the Work. However, if the parties have agreed to multipliers or markups for changes, the time to challenge and negotiate those percentages is at the time the parties execute the Agreement and not during the Project or after it has been completed. Accordingly, the Owner can at any time audit these percentages only to confirm that such percentage has been properly charged and not to challenge the composition of such percentage.

Section	Title	Instruction
8.1.3	Termination for Convenience: Overhead and Profit	The parties should choose prior to execution of the Agreement the method that will be used to determine overhead and profit paid to Design-Builder in the event Owner terminates Design-Builder for its convenience. The parties may choose to set percentage rates for overhead and profit prior to execution of the Agreement, or may choose to determine reasonable sums to be paid for overhead and profit at the time of the termination. If the parties choose to set overhead and profit rates prior to execution of the Agreement, the percentages should be entered in Section 8.1.3.
8.2	Termination for Convenience: Additional Payments	Although it is important for Owner to have a process for terminating this Agreement for convenience, the process must consider the interests of Design-Builder. If Owner terminates this Agreement for its own convenience, compensating Design-Builder for its costs will not be adequate because Design-Builder will have committed its resources for a small amount of revenue. Therefore, in addition to the overhead and profit paid in Section 8.1, Owner shall pay Design-Builder an additional sum, calculated as a percentage of the remaining balance of the Contract Price. Enter the percentages Owner shall pay Design-Builder if Owner terminates this Agreement for its own convenience prior to or after the start of construction.
8.3	Termination for Convenience: Owner's Use of Work Product	Owner should not use the Termination for Convenience clause to obtain Design-Builder's valuable design concepts and then seek lower bids from another design-builder. If Owner terminates this Agreement for its own convenience, and chooses to proceed with the Project using Design-Builder's Work Product, Owner should pay an additional sum for the use of Design-Builder's Work Product pursuant to Section 4.3.
Article 9	Representatives of the Parties	<p>Enter the name, title, address and telephone number of Owner's Senior Representative and Owner's Representative at Sections 9.1.1 and 9.1.2, respectively.</p> <p>Enter the name, title, address and telephone number of Design-Builder's Senior Representative and Design-Builder's Representative at Sections 9.2.1 and 9.2.2, respectively.</p> <p>The parties can elect to establish Representatives during the performance of the Project rather than at the time of execution of this Agreement. If Representatives are identified after execution of the Agreement, an appropriate amendment should be made to the Agreement at the time these individuals are designated.</p>
10.1	Insurance	Attach an Insurance Exhibit setting forth in detail the insurance coverages required for the Project. Parties are advised to familiarize themselves with the terms of Article 5 of the General Conditions of Contract, Insurance and Bonds, and to consult their insurance advisor.
10.2	Bonds	Enter the type and amount of bonds or other performance security required for the Project. Where bonding is not required by statute, Owner may want to evaluate the project risks versus the bonding costs in deciding what type of performance security to require.
11.1	Other Provisions	Insert any other provisions. For example, the parties may elect to have disputes resolved through litigation rather than arbitration in which case the optional language in this Section should be included.



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

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

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

**OWNER:**

*(Name and address)*

**DESIGN-BUILDER:**

*(Name and address)*

**PROJECT:**

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

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



## **Article 1**

### **Scope of Work**

**1.1** Design-Builder shall perform all design and construction services, and provide all material, equipment, tools and labor, necessary to complete the Work described in and reasonably inferable from the Contract Documents.

## **Article 2**

### **Contract Documents**

**2.1** The Contract Documents are comprised of the following:

**2.1.1** All written modifications, amendments, minor changes and Change Orders to this Agreement issued in accordance with DBIA Document No. 535, *Standard Form of General Conditions of Contract Between Owner and Design-Builder* (2010 Edition) (“General Conditions of Contract”);

**2.1.2** The Basis of Design Documents, including the Owner’s Project Criteria, Design-Builder’s Proposal and the Deviation List, if any, contained in the Design-Builder’s Proposal, which shall specifically identify any and all deviations from Owner’s Project Criteria;

**2.1.3** This Agreement, including all exhibits and attachments, executed by Owner and Design-Builder (List for example, performance standard requirements, performance incentive requirements, markup exhibits, allowances, or unit prices);

**2.1.4** The General Conditions of Contract; and

**2.1.5** Construction Documents prepared and approved in accordance with Section 2.4 of the General Conditions of Contract.

## **Article 3**

### **Interpretation and Intent**

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

**3.2** The Contract Documents are intended to permit the parties to complete the Work and all obligations required by the Contract Documents within the Contract Time(s) for the Contract Price. The Contract Documents are intended to be complementary and interpreted in harmony so as to avoid conflict, with words and phrases interpreted in a manner consistent with construction and design industry standards. In the event inconsistencies, conflicts, or ambiguities between or among the Contract Documents are discovered after execution of the Agreement, Design-Builder and Owner shall attempt to resolve any ambiguity, conflict or inconsistency informally, recognizing that the Contract Documents shall take precedence in the order in which they are listed in Section 2.1 hereof. Conflicts existing within Section 2.1.2 shall be resolved by giving precedence first to the Deviation List, if any, then the Owner’s Project Criteria, and then the Design-Builder’s Proposal.

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

**3.4** If Owner's Project Criteria contain design specifications: (a) Design-Builder shall be entitled to reasonably rely on the accuracy of the information represented in such design specifications and their compatibility with other information set forth in Owner's Project Criteria, including any performance specifications; and (b) Design-Builder shall be entitled to an adjustment in the Contract Price and/or Contract Time(s) to the extent Design-Builder's cost and/or time of performance have been adversely impacted by such inaccurate design specification.

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

## **Article 4**

### **Ownership of Work Product**

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

**4.2 Owner's Limited License Upon Project Completion and Payment in Full to Design-Builder.** Upon Owner's payment in full for all Work performed under the Contract Documents, Design-Builder shall grant Owner a limited license to use the Work Product in connection with Owner's occupancy of the Project, conditioned on Owner's express understanding that its alteration of the Work Product without the involvement of Design-Builder is at Owner's sole risk and without liability or legal exposure to Design-Builder or anyone working by or through Design-Builder, including Design Consultants of any tier (collectively the "Indemnified Parties"), and on the Owner's obligation to provide the indemnity set forth in Section 4.5 below.

*[At the parties' option, one of the following may be used in lieu of Section 4.2]:*

Upon Owner's payment in full for all Work performed under the Contract Documents, Design-Builder: (a) grants Owner a limited license to use the Work Product in connection with Owner's occupancy of the Project; and (b) transfers all ownership and property interests, including but not limited to any intellectual property rights, copyrights and/or patents, in that portion of the Work Product that consists of architectural and other design elements and specifications that are unique to the Project. The parties shall specifically designate those portions of the Work Product for which ownership in the Work Product shall be transferred. Such grant and transfer are conditioned on Owner's express understanding that its alteration of the Work Product without the involvement of Design-Builder is at Owner's sole risk and without liability or legal exposure to Design-Builder or anyone working by or through Design-Builder, including Design Consultants of any tier (collectively the "Indemnified Parties"), and on the Owner's obligation to provide the indemnity set forth in Section 4.5 below.

or

Upon Owner's payment in full for all Work performed under the Contract Documents, Design-Builder transfers to Owner all ownership and property interests, including but not limited to any intellectual property rights, copyrights and/or patents, in the Work Product. Such transfer is conditioned on Owner's express understanding that its alteration of the Work Product without the involvement of Design-Builder is at Owner's sole risk and without liability or legal exposure to Design-Builder or anyone working by or through Design-

Builder, including Design Consultants of any tier (collectively the "Indemnified Parties"), and on the Owner's obligations to provide the indemnity set forth in Section 4.5 below.

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

**4.3.1** Use of the Work Product is at Owner's sole risk without liability or legal exposure to any Indemnified Party and on the Owner's obligation to provide the indemnity set forth in Section 4.5 below; and

**4.3.2** Owner agrees to pay Design-Builder the additional sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) as compensation for the right to use the Work Product to complete the Project and subsequently use the work Product in accordance with Section 4.2 if Owner resumes the Project through its employees, agents, or third parties.

**4.4 Owner's Limited License upon Design-Builder's Default.** If this Agreement is terminated due to Design-Builder's default pursuant to Section 11.2 of the General Conditions of Contract, then Design-Builder grants Owner a limited license to use the Work Product to complete the Project and subsequently occupy the Project, and Owner shall thereafter have the same rights and obligations as set forth in Section 4.2 above. Notwithstanding the preceding sentence, if it is ultimately determined that Design-Builder was not in default, Owner shall be deemed to have terminated the Agreement for convenience, and Design-Builder shall be entitled to the rights and remedies set forth in Section 4.3 above.

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

## **Article 5**

### **Contract Time**

**5.1 Date of Commencement.** The Work shall commence within five (5) days of Design-Builder's receipt of Owner's Notice to Proceed ("Date of Commencement") unless the parties mutually agree otherwise in writing.

**5.2 Substantial Completion and Final Completion.**

**5.2.1** Substantial Completion of the entire Work shall be achieved no later than \_\_\_\_\_ (\_\_\_\_\_) calendar days after the Date of Commencement ("Scheduled Substantial Completion Date").

***[At the parties' option, the following supplemental language may be inserted at the end of Section 5.2.1. if the Project is subject to a Temporary Certificate of Occupancy]***

The parties agree that the definition for Substantial Completion set forth in Section 1.2.18 of the General Conditions of Contract is hereby modified to read as follows:



“*Substantial Completion* is the date on which the Work, or an agreed upon portion of the Work, is sufficiently complete in accordance with the Contract Documents so that Owner can occupy and use the Project or a portion thereof for its intended purposes, provided, however, that Substantial Completion shall be deemed to have been achieved no later than the date of issuance of a Temporary Certificate of Occupancy issued by the local building official.”

**5.2.2** Interim milestones and/or Substantial Completion of identified portions of the Work (“Scheduled Interim Milestone Dates”) shall be achieved as follows: *(Insert any interim milestones for portions of the Work with different scheduled dates for Substantial Completion)*

**5.2.3** Final Completion of the Work or identified portions of the Work shall be achieved as expeditiously as reasonably practicable. Final Completion is the date when all Work is complete pursuant to the definition of Final Completion set forth in Section 1.2.7 of the General Conditions of Contract.

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

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

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

***[The parties may want to consider the following supplemental language within Section 5.4 if they want to assess liquidated damages for failing to meet Final Completion. In this case, the first sentence in Section 5.2.3 should be deleted and replaced with the following language.]***

Design-Builder understands that if Final Completion is not achieved within \_\_\_\_\_ days of the Substantial Completion Date, Owner will suffer damages which are difficult to determine and accurately specify. Design-Builder agrees that if Final Completion is not achieved within \_\_\_\_\_ days of Substantial Completion, Design-Builder shall pay to Owner \_\_\_\_\_ Dollars (\$ \_\_\_\_\_), as liquidated damages for each calendar day that Final Completion is delayed beyond the above-referenced number of days.

***[In lieu of the liquidated damages specified in Section 5.4 or the alternate provided herein, the Parties may decide that the Agreement will provide for actual damages in the event of Project delay, with Owner being cautioned that there is a waiver of consequential damages under Section 10.5.1 of the General Conditions of Contract. In this case, delete Sections 5.4 and 5.5 and insert the following]***

**5.4** Design-Builder and Owner have agreed not to provide for liquidated damages in this Agreement for failure of Design-Builder to achieve the Contract Time(s) set forth in this Article 5. Design-Builder understands, however, that Owner may suffer actual damages in the event the Contract Time(s) set forth herein are not timely achieved. Owner shall be able to recover such actual damages from Design-Builder



to the extent it can demonstrate that actual damages have been incurred, are directly related and caused by Design-Builder's failure to meet the Contract Time(s) set forth herein, and are not waived by Section 10.5.1 of the General Conditions of Contract. Notwithstanding the foregoing, in no event shall Design-Builder's liability for actual damages for delays exceed \_\_\_\_\_ Dollars (\$\_\_\_\_\_).

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

***[The Parties may also desire to cap the liquidated damages payable under this Agreement, in which case the following language should be included at the end of Section 5.5.]***

Owner and Design-Builder agree that the maximum aggregate liability Design-Builder has for any liquidated damages that may be assessed under this Agreement for failure to achieve the Contract Time(s) shall be \_\_\_\_\_ Dollars (\$\_\_\_\_\_).

**5.6 Early Completion Bonus.** If Substantial Completion is attained on or before \_\_\_\_\_ (\_\_\_\_\_) days before the Scheduled Substantial Completion Date (the "Bonus Date"), Owner shall pay Design-Builder at the time of Final Payment under Section 7.3 hereof an early completion bonus of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) for each day that Substantial Completion is attained earlier than the Bonus Date. *(If an early completion bonus is applicable to any dates set forth in Section 5.2.2 or 5.2.3 hereof, this Section 5.6 will need to be modified accordingly)*

***[The Parties may also desire to cap the early completion bonus payable under Section 5.6, in which case the following language should be included.]***

Owner and Design-Builder agree that the maximum aggregate amount that Design-Builder shall receive as the early Completion Bonus is \_\_\_\_\_ Dollars (\$\_\_\_\_\_).

**5.7** ***[The Parties may also desire to modify Article 8.2.2 of the General Conditions of Contract relative to compensability of delays that would cause the Contract Time(s) to be extended. In such case, the following option can be used.]***

In addition to Design-Builder's right to a time extension for those events set forth in Section 8.2.1 of the General Conditions of Contract, Design-Builder shall also be entitled to an appropriate adjustment of the Contract Price for those events set forth in Section 8.2.1 of the General Conditions of Contract, provided, however, for Force Majeure Events, Design-Builder shall only be entitled to an increase in the Contract Price if said events exceed \_\_\_\_\_ cumulative days. Said additional compensation shall be limited to:

***[Check one box only]***

\$ \_\_\_\_\_ dollars a day for each day work is delayed beyond the Scheduled Substantial Completion Date.

or

the direct costs and expenses Design-Builder can demonstrate it has reasonably and actually incurred as a result of such event.

## Article 6

### Contract Price

**6.1 Contract Price.** Owner shall pay Design-Builder in accordance with Article 6 of the General Conditions of Contract the sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) ("Contract Price"), subject to adjustments made in accordance with the General Conditions of Contract. Unless otherwise provided in the Contract Documents, the Contract Price is deemed to include all sales, use, consumer and other taxes mandated by applicable Legal Requirements.

**6.2 Markups for Changes.** If the Contract Price requires an adjustment due to changes in the Work, and the cost of such changes is determined under Sections 9.4.1.3 or 9.4.1.4 of the General Conditions of Contract, the following markups shall be allowed on such changes:

**6.2.1** For additive Change Orders, including additive Change Orders arising from both additive and deductive items, it is agreed that Design-Builder shall receive a Fee of \_\_\_\_\_ percent (\_\_\_\_\_%) of the additional costs incurred for that Change Order, plus any other markups set forth at Exhibit \_\_\_\_\_ hereto.

**6.2.2** For deductive Change Orders, including deductive Change Orders arising from both additive and deductive items, the deductive amounts shall include:

*[Check one box only]*

No additional reduction to account for Design-Builder's Fee or any other markup.

or

An amount equal to the sum of: (a) \_\_\_\_\_ percent (\_\_\_\_\_%) applied to the direct costs of the net reduction (which amount will account for a reduction associated with Design-Builder's Fee); plus (b) any other markups set forth at Exhibit \_\_\_\_\_ hereto applied to the direct costs of the net reduction.

### 6.3 Allowance Items and Allowance Values.

**6.3.1** Any and all Allowance Items, as well as their corresponding Allowance Values, are set forth in an Exhibit hereto.

**6.3.2** Design-Builder and Owner have worked together to review the Allowance Items and Allowance Values based on design information then available to determine that the Allowance Values constitute reasonable estimates for the Allowance Items. Design-Builder and Owner will continue working closely together during the preparation of the design to develop Construction Documents consistent with the Allowance Values. Nothing herein is intended in any way to constitute a guarantee by Design-Builder that the Allowance Item in question can be performed for the Allowance Value.

**6.3.3** No work shall be performed on any Allowance Item without Design-Builder first obtaining in writing advanced authorization to proceed from Owner. Owner agrees that if Design-Builder is not provided written authorization to proceed on an Allowance Item by the date set forth in the Project schedule, due to no fault of Design-Builder, Design-Builder may be entitled to an adjustment of the Contract Time(s) and Contract Price.

**6.3.4** The Allowance Value for an Allowance Item includes the direct cost of labor, materials, equipment, transportation, taxes and insurance associated with the applicable Allowance Item. All other costs, including design fees, Design-Builder's overall project management and general conditions costs, overhead and fee, are deemed to be included in the original Contract Price, and are

not subject to adjustment, regardless of the actual amount of the Allowance Item.

*[In the alternative, the parties may want to delete Section 6.3.4 and add the following provision.]*

In the event the actual direct cost of labor, materials, equipment, transportation, taxes and insurance associated with an Allowance Item is \_\_\_\_\_ percent (\_\_\_\_\_% ) greater than or less than the Allowance Value for such Allowance Item, Design-Builder and Owner agree that Design-Builder's right to Fee and markup shall be adjusted in accordance with Section 6.2.

**6.3.5** Whenever the actual costs for an Allowance Item is more than or less than the stated Allowance Value, the Contract Price shall be adjusted accordingly by Change Order, subject to Section 6.3.4. The amount of the Change Order shall reflect the difference between actual costs incurred by Design-Builder for the particular Allowance Item and the Allowance Value.

#### **6.4 Performance Incentives.**

**6.4.1** Owner and Design-Builder have agreed to the performance incentive arrangements set forth in Exhibit \_\_\_\_.

*[The parties are encouraged to discuss and agree upon performance incentives that will influence project success. These incentives may consist of Award Fees, incentives for safety, personnel retention, client satisfaction and similar items.]*

## **Article 7**

### **Procedure for Payment**

#### **7.1 Progress Payments.**

**7.1.1** Design-Builder shall submit to Owner on the \_\_\_\_\_ (\_\_\_\_\_) day of each month, beginning with the first month after the Date of Commencement, Design-Builder's Application for Payment in accordance with Article 6 of the General Conditions of Contract.

**7.1.2** Owner shall make payment within thirty (30) days after Owner's receipt of each properly submitted and accurate Application for Payment in accordance with Article 6 of the General Conditions of Contract, but in each case less the total of payments previously made, and less amounts properly withheld under Section 6.3 of the General Conditions of Contract.

#### **7.2 Retainage on Progress Payments.**

**7.2.1** Owner will retain \_\_\_\_\_ percent (\_\_\_\_\_% ) of each Application for Payment provided, however, that when fifty percent (50%) of the Work has been satisfactorily completed by Design-Builder and Design-Builder is otherwise in compliance with its contractual obligations, Owner will not retain any additional retention amounts from Design-Builder's subsequent Applications for Payment. Owner will also reasonably consider reducing retainage for Subcontractors completing their work early in the Project.

*[Design-Builder and Owner may want to consider substituting the following retainage provision.]*

Owner will retain \_\_\_\_\_ percent (\_\_\_\_\_% ) from Design-Builder's Applications for Payment, exclusive of general conditions costs, and any amounts paid to Design-Builder's Design Consultant, from each Application for Payment provided, however, that when fifty percent (50%) of the Work has been satisfactorily completed by Design-Builder and Design-Builder is otherwise in compliance with its contractual obligations, Owner will not retain any additional amounts



from Design-Builder's subsequent Applications for Payment. Owner will also reasonably consider reducing retainage for Subcontractors completing their work early in the Project.

**7.2.2** Within fifteen (15) days after Substantial Completion of the entire Work or, if applicable, any portion of the Work, pursuant to Section 6.6 of the General Conditions of Contract, Owner shall release to Design-Builder all retained amounts relating, as applicable, to the entire Work or completed portion of the Work, less an amount equal to (a) the reasonable value of all remaining or incomplete items of Work as noted in the Certificate of Substantial Completion and (b) all other amounts Owner is entitled to withhold pursuant to Section 6.3 of the General Conditions of Contract.

**7.3 Final Payment.** Design-Builder shall submit its Final Application for Payment to Owner in accordance with Section 6.7 of the General Conditions of Contract. Owner shall make payment on Design-Builder's properly submitted and accurate Final Application for Payment within thirty (30) days after Owner's receipt of the Final Application for Payment, provided that Design-Builder has satisfied the requirements for final payment set forth in Section 6.7.2 of the General Conditions of Contract.

**7.4 Interest.** Payments due and unpaid by Owner to Design-Builder, whether progress payments or final payment, shall bear interest commencing five (5) days after payment is due at the rate of \_\_\_\_\_ percent (\_\_\_\_\_%) per month until paid.

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

## **Article 8**

### **Termination for Convenience**

**8.1** Upon ten (10) days' written notice to Design-Builder, Owner may, for its convenience and without cause, elect to terminate this Agreement. In such event, Owner shall pay Design-Builder for the following:

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

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

**8.1.3** *(Choose one of the following:)*

The fair and reasonable sums for overhead and profit on the sum of items 8.1.1 and 8.1.2 above.

or

Overhead and profit in the amount of \_\_\_\_\_ percent ( \_\_\_\_\_ %) on the sum of items 8.1.1 and 8.1.2 above.

**8.2** In addition to the amounts set forth in Section 8.1 above, Design-Builder shall be entitled to receive one of the following as applicable:

**8.2.1** If Owner terminates this Agreement prior to commencement of construction, Design-Builder shall be paid \_\_\_\_\_ percent ( \_\_\_\_\_ %) of the remaining balance of the Contract Price.

**8.2.2** If Owner terminates this Agreement after commencement of construction, Design-Builder shall be paid \_\_\_\_\_ percent ( \_\_\_\_\_ %) of the remaining balance of the Contract Price.

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

*[The following Article 9 should be used only if the Owner and Design-Builder agree to establish their respective representatives at the time the Agreement is executed rather than during the performance of the Project.]*

## **Article 9**

### **Representatives of the Parties**

#### **9.1 Owner's Representatives.**

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

**9.1.2** Owner designates the individual listed below as its Owner's Representative, which individual has the authority and responsibility set forth in Section 3.4 of the General Conditions of Contract: *(Identify individual's name, title, address and telephone numbers)*

#### **9.2 Design-Builder's Representatives.**

**9.2.1** Design-Builder designates the individual listed below as its Senior Representative ("Design-Builder's Senior Representative"), which individual has the authority and responsibility for avoiding

and resolving disputes under Section 10.2.3 of the General Conditions of Contract: *(Identify individual's name, title, address and telephone numbers)*

**9.2.2** Design-Builder designates the individual listed below as its Design-Builder's Representative, which individual has the authority and responsibility set forth in Section 2.1.1 of the General Conditions of Contract: *(Identify individual's name, title, address and telephone numbers)*

## Article 10

### Bonds and Insurance

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

**10.2 Bonds and Other Performance Security.** Design-Builder shall provide the following performance bond and labor and material payment bond or other performance security:

**Performance Bond.**

*[Check one box only. If no box is checked, then no bond is required.]*

Required                       Not Required

**Payment Bond.**

*[Check one box only. If no box is checked, then no bond is required.]*

Required                       Not Required

**Other Performance Security.**

*[Check one box only. If no box is checked, then no other performance security is required. If the "Required" box is checked, identify below the specific performance security that is being required and all salient commercial terms associated with that security.]*

Required                       Not Required

## Exhibit 10.1 Insurance to Design Build Agreement

### 10.1 INSURANCE

- A. DESIGN-BUILDER must maintain at its sole expense the following insurance, which will be full coverage not subject to self-insurance provisions:
1. Automobile Liability, including owned, non-owned and hired vehicles, with at least the following limits of liability:
    - a. Combined single limits of \$2,000,000 per occurrence.
  2. Commercial General Liability including coverage for premises, products and completed operations, independent contractors, personal injury and contractual obligations with combined single limits of coverage of at least \$3,000,000 per occurrence, with an annual aggregate of no less than \$5,000,000.
  3. Workers' Compensation coverage as required by the Labor Code of the State of California and, if workers' compensation is required, employer's liability insurance with minimum limits of (\$1,000,000) per occurrence or occupational illness. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the OWNER for all work performed by the DESIGN-BUILDER, its employees, agents and subcontractors.
- B. The insurance provided by DESIGN-BUILDER will be primary and non-contributory.
- C. OWNER, the Successor Agency to the Former Redevelopment Agency of the City of Torrance, the City Council and each member thereof, members of boards and commissions, every officer, agent, official, employee and volunteer must be named as additional insureds under the automobile and general liability policies.
- D. DESIGN-BUILDER must provide certificates of insurance including all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by this clause) indicating appropriate coverage, to the City Clerk of the City of Torrance before the commencement of work.
- E. Each insurance policy required by this Paragraph must contain a provision that no termination, cancellation or change of coverage can be made without notice to the OWNER.
- F. DESIGN-BUILDER must include all subcontractors as insureds under its policies or must furnish separate certificates and endorsements for each subcontractor. All coverage for subcontractors will be subject to all of the requirements of this Paragraph 10.



- G. If the DESIGN-BUILDER maintains broader coverage and/or higher limits than the minimums shown above, the OWNER requires and shall be entitled to the broader coverage and/or the higher limits maintained by the DESIGN-BUILDER. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the OWNER.
- H. The procuring of insurance shall not be construed as a limitation on liability nor as full performance of the indemnification provisions of the DESIGN-BUILDER.
- I. DESIGN-BUILDER hereby grants to OWNER a waiver of any right to subrogation which any insurer of said DESIGN-BUILDER may acquire against the OWNER by virtue of the payment of any loss under such insurance. DESIGN-BUILDER agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the OWNER has received a waiver of subrogation endorsement from the insurer.

J. **SUFFICIENCY OF INSURERS**

Insurance required by this Agreement will be satisfactory only if issued by companies admitted to do business in California, rated "A" or better in the most recent edition of Best's Key Rating Guide, and only if they are of a financial category Class VII or better, unless these requirements are waived by the Risk Manager of the OWNER ("Risk Manager") due to unique circumstances. In the event the Risk Manager determines that the work or services to be performed under this Agreement creates an increased or decreased risk of loss to the OWNER, the DESIGN-BUILDER agrees that the minimum limits of any insurance policies and/or the performance bond required by this Agreement may be changed accordingly upon receipt of written notice from the Risk Manager; provided that DESIGN-BUILDER will have the right to appeal a determination of increased coverage by the Risk Manager to the City Council of the OWNER within 10 days of receipt of notice from the Risk Manager.



## **Article 11**

### **Other Provisions**

**11.1 Other provisions, if any, are as follows:** *(Insert any additional provisions)*

#### **FORCE MAJEURE**

If any party fails to perform its obligations because of strikes, lockouts, labor disputes, embargoes, acts of God, inability to obtain labor or materials or reasonable substitutes for labor or materials, governmental restrictions, governmental regulations, governmental controls, judicial orders, enemy or hostile governmental action, civil commotion, fire or other casualty, or other causes beyond the reasonable control of the party obligated to perform, then that party's performance shall be excused for a period equal to the period of such cause for failure to perform.

#### **BUSINESS LICENSE**

The CONTRACTOR must obtain a City business license prior to the start of work under this Agreement, unless CONTRACTOR is qualified for an exemption.

#### **PREVAILING WAGE**

All Services rendered pursuant to this agreement must be provided in accordance with all ordinances, resolutions, statutes, rules, regulations, and laws of City and any Federal, State, or local governmental agency of competent jurisdiction. Contractor is aware of the requirements of California Labor Code Sections 1720, et seq., and 1770, et seq., as well as of California Code of Regulations, Title 8, Sections 1600, et seq., (collectively, the "Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "Public works" and "Maintenance" projects. If the Services are being performed as part of an applicable "Public works" or "Maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is ONE THOUSAND DOLLARS (\$1,000) or more, Contractor agrees to fully comply with the Prevailing Wage Laws including, but not limited to, requirements related to the maintenance of payroll records and the employment of apprentices.

Pursuant to California Labor Code Section 1725.5, no contractor or subcontractor may be awarded a contract for public work on a "Public works" project unless registered with the California Department of Industrial Relations ("DIR") at the time the contract is awarded. If the Services are being performed as part of an applicable "Public works" or "Maintenance" project, as defined by the Prevailing Wage Laws, this project is subject to compliance monitoring and enforcement by the California Department of Industrial Relations ("DIR"). Contractor will maintain and will require all subcontractors to maintain valid and current DIR Public Works Contractor registration during the term of this Agreement. Contractor must notify City in writing immediately, and in no case more than twenty-four (24) hours, after receiving any information that Contractor's or any of its subcontractor's DIR registration status has been suspended, revoked, expired, or otherwise changed.

It is understood that it is the responsibility of Contractor to determine the correct salary scale. Contractor will make copies of the prevailing rates of per diem wages for each craft, classification, or type of worker needed to execute the Services available to interested parties upon request, and post copies at Contractor's principal place of business and at the project site, if any. The statutory penalties for failure to pay prevailing wage or to comply with State wage and hour laws will be enforced. Contractor must forfeit to City TWENTY FIVE DOLLARS (\$25.00) per day for each worker who works in excess of the minimum working hours when Contractor does not pay overtime. In accordance with the provisions of Labor Code Sections 1810 et seq., eight (8) hours is the legal working day.

Contractor must also comply with State law requirements to maintain payroll records and must provide for certified records and inspection of records as required by California Labor Code Section 1770 et seq., including Section 1776. Contractor will defend (with counsel selected by City), indemnify, and hold City, its elected officials, officers, employees, and agents free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. It is agreed by the parties that, in connection with performance of the Services, including, without limitation, any and all "Public works" (as defined by the Prevailing Wage Laws), Contractor will bear all risks of payment or non-payment of prevailing wages under California law and/or the implementation of Labor Code Section 1781, as the same may be amended from time to time, and/or any other similar law. Contractor acknowledges and agrees that it will be independently responsible for reviewing the applicable laws and regulations and effectuating compliance with those laws. Contractor will require the same of all subcontractors.

### **CONFLICT OF INTEREST**

- A. No officer or employee of the CITY may have any financial interest, direct or indirect, in this Agreement, nor may any officer or employee participate in any decision relating to the Agreement that effects the officer or employee's financial interest or the financial interest of any corporation, partnership or association in which the officer or employee is, directly or indirectly interested, in violation of any law, rule or regulation.
- B. No person may offer, give, or agree to give any officer or employee or former officer or employee, nor may any officer or employee solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any way pertaining to any program requirement, contract or subcontract, or to any solicitation or proposal.

### **COMPLIANCE WITH STATUES AND REGULATIONS**

CONTRACTOR will be knowledgeable of and will comply with all applicable federal, state, county and city statutes, rules, regulations, ordinances and orders

### **PUBLIC RECORDS ACT**

Any documents submitted by the CONTRACTOR; all information obtained in connection with the CITY's right to audit and inspect the CONTRACTOR's documents, books, and accounting records pursuant to paragraph 14 Contractor's Accounting Records; Other Project Records; as well as those documents which were required to be submitted in response to the Bid used in the solicitation process for this Contract, become the exclusive property of the City. All such documents become a matter of public record and shall be regarded as public records. Exceptions will be those elements in the California Government Code Section 6250 et seq. (Public Records Act) and which are marked "trade secret", "confidential", or "proprietary". The CITY shall not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.

In the event the CITY is required to defend an action on a Public Records Act request for any of the aforementioned documents, information, books, records, and/or contents of a proposal marked "trade secret", "confidential", or "proprietary", the CONTRACTOR agrees to defend and indemnify the CITY from all costs and expenses, including reasonable attorney's fees, in action or liability arising under the Public Records Act.

**[Section 2.3.1 of the General Conditions of Contract sets forth a traditional negligence standard as it relates to the Design-Builder's performance of design professional services. If the Basis of Design Documents identify specific performance standards that can be objectively measured, the parties, by including the following language, agree that the Design-Builder is obligated to achieve such standards.]**

Notwithstanding Section 2.3.1 of the General Conditions of Contract, if the parties agree upon specific performance standards in the Basis of Design Documents, the design professional services shall be performed to achieve such standards.

***[In lieu of Sections 10.3.1 through 10.3.3 of the General Conditions of Contract, the parties may want to delete such sections and include the following alternative dispute resolution clause.]***

Any claims, disputes, or controversies between the parties arising out of or related to the Agreement, or the breach thereof, which have not been resolved in accordance with the procedures set forth in Section 10.2 of the General Conditions of Contract shall be resolved in a court of competent jurisdiction in the state in which the Project is located.

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

**OWNER:**

**DESIGN-BUILDER:**

\_\_\_\_\_  
*(Name of Owner)*

\_\_\_\_\_  
*(Name of Design-Builder)*

\_\_\_\_\_  
*(Signature)*

\_\_\_\_\_  
*(Signature)*

\_\_\_\_\_  
*(Printed Name)*

\_\_\_\_\_  
*(Printed Name)*

\_\_\_\_\_  
*(Title)*

\_\_\_\_\_  
*(Title)*

Date: \_\_\_\_\_

Date: \_\_\_\_\_

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