

November 23, 2020

SOLICITATION ADDENDUM NO. 1
RFP 20-0005
Design-Build Services for the Phase II Cameras Project

THE FOLLOWING CHANGES/ADDITIONS TO THE ABOVE CITED SOLICITATION ARE ANNOUNCED:

This Addendum modifies the Request For Proposal (RFP) document(s) only to the extent indicated herein. All other areas not changed or otherwise modified by this Addendum shall remain in full force and effect. This Addendum is hereby made an integral part of the RFP document. Bidders must be responsive to any requirements of this Addendum as if the requirements were set forth in the RFP. Failure to do so may result in Proposal rejection. See the RFP regarding requests for clarification or change and protests of this Addendum, and the deadlines for the foregoing.

This addendum is to be acknowledged in the space provided on the Bidder Certification form supplied in the solicitation document. Failure to acknowledge receipt of this addendum may be cause for the District to reject your offer.

The closing date **IS CHANGED: December 23, 2020 at 2:00 PM Pacific Standard Time**

CHANGES:

- 1) All references to the closing date/time are hereby changed to **December 23, 2020 at 2:00 PM Pacific Time.**
- 2) The deadline for submitting requests for clarification, change, substitution, or solicitation protest is hereby changed to **December 1, 2020.**
- 3) The following is added under **SECTION II – STATEMENT OF WORK, PHASE 1 SERVICE DESCRIPTION:**
 - The design team shall conduct in-person walk-throughs at each school to evaluate the District's conceptual camera locations/types, etc. and provide recommendations and consultation to finalize.
 - Although the number of cameras that we plan to upgrade under this Solicitation is smaller (see estimated quantities for details), the intent of the Project is to create a centralized system with a capacity to support 1,200 omni cameras.
- 4) The second bullet point under **SECTION II – STATEMENT OF WORK, 1. PROJECT DESCRIPTION: Project Criteria**, is hereby replaced with the following:
 - Proposals must include the following:
 1. Cameras: Samsung brand or approved equivalent. Notwithstanding the brand, any proposed cameras must meet the following specifications:
Single Sensor camera shall meet or exceed the following requirements
 - Supports 5MP
 - The camera shall have a single lens and the lens shall provide the following resolutions.
 - 16:9 aspect ratio: 2560x1440, 1920 x 1080, 1280 x 720, 800 x 448, 640 x 360
 - Supports H.265
 - H.265, H.264 and MJPEG compression, each derived from a dedicated encoder and capable of being streamed independently and simultaneously

- H.265 and H.264 – Maximum of 30 fps at all resolutions

Dual Sensor camera shall meet or exceed the following requirements

- Supports 5MP
 - The multi-directional camera shall have two lenses and each lens shall provide the following resolutions.
 - 16:9 aspect ratio: 2560x1440, 1920 x 1080, 1280 x 720, 800 x 448, 640 x 360
- Supports H.265
 - H.265, H.264 and MJPEG compression, each derived from a dedicated encoder and capable of being streamed independently and simultaneously
 - H.265 and H.264 – Maximum of 30 fps at all resolutions

Quad Multisensor, camera shall meet or exceed the following requirements

- Supports 5MP lenses for each sensor
 - The camera shall be able to configure various resolution selections.
 - 2560x1920, 2560x1440, 1920x1080, 1600x1200, 1280x1024, 1280x960, 1280x720, 1024x768, 800x600, 800x448, 720x576, 720x480, 640x480, 640x360, 320x240
- Supports 30 FPS
 - H.265, H.264 and MJPEG compression, each derived from a dedicated encoder and capable of being streamed independently and simultaneously.
 - H.265 and H.264 – maximum 30fps at all resolution
- Uses Varifocal Lenses (20MP is fixed)
 - Lens: Focal length 4.13 ~ 9.4mm (2.3x) Motorized Varifocal
- Supports PTRZ Lenses and Remote Adjustment
 - The camera shall support Pan/Tilt/Rotate through Remote adjustment by 200 cycles.
- Supports advanced digital image stabilization with a built-in gyro sensor
 - Advanced digital image stabilization with built in gyro sensor. The camera shall be able to measure movements in three axes and accurately enhance images from distortions caused by instability.

Outdoor and Indoor Dome, camera shall meet or exceed the following requirements

- Supports 5MP to 6MP Resolution with WDR
 - The camera shall be able to configure various resolution selections.
 - 16:9 aspect ratio: 3328x1872, 3072x1728, 2688x1520, 1920x1080, 1280x720, 800x448, 640x360
- Supports H.265 at 30 FPS with WDR enabled
 - H.265, H.264 and MJPEG compression, each derived from a dedicated encoder and capable of being streamed independently and simultaneously
 - H.265 and H.264 – frame rates to maximum 30 fps (60 Hz) / 25 fps (50 Hz) at all resolution
- Uses a motorized remote zoom/focus lens
 - Lens: 2.8 ~ 8.4 mm(3x) motorized varifocal
 - Max. Aperture Ratio F1.2 (Wide) ~ F2.8 (Tele)
 - Angle of view: H: 114° ~ 40.2° / V: 62.0° ~ 22.5° / D: 133.0° ~ 46.3°
 - Focus Control Simple focus (Motorized Varifocal), Remote control via network

- Lens Type DC auto iris, P-Iris
- Mount Type Board-in Type
- Features a modular design allowing for ease of support and upgradability in the future
- Includes free on-board analytics
 - Intelligence and Analytics – The camera shall have a suite of integral intelligent operations and analytic functions to include:
 - Motion detection with 8 definable detection areas with 8 point polygonal zones, and minimum/maximum object size.
 - Detection of logical events of specified conditions from the camera’s video
 - Defocus detection
 - Fog detection
 - Directional detection
 - Motion detection
 - Digital auto tracking
 - Appear/Disappear
 - Enter/Exit
 - Loitering
 - Tampering
 - Virtual line
 - Shock detection
 - Face/upper body detection

3. Software – Milestone “XPROTECT CORPORATE”

- a. Proposals must include a firm that is a Certified Dealer and Value-Added Reseller (VAR) for Milestone software at the time of Proposal Submission (See required documentation under Section V.) The firm holding these certifications must be responsible for performing the components of the project that these certifications support/authorize.
4. All technicians included in Proposals who are performing Work that is applicable to/regulated by the following licenses/certifications must have them at the time of Proposal submission(See required documentation under Section V.):
 - a. Class A Limited Energy License (LEA).
 - b. Milestone Certified Integration Technician.
5. Proposals must include a sufficient number/allocation of staff relative to the size of the Project (sufficient number to be Proposed and evaluated by the District) with the following certification:
 - a. Milestone – Certified Integration Engineer.
6. Hardware – Appropriate to equipment selected during design process.
7. Cabling – appropriate to System & Installation.
8. Additional Video System Requirements:
 - a. Appliance based recording with network management capabilities.
 - b. Appliance based recorder to be located at local site of interest.
- c. Software client must have the ability for local viewing of camera and viewing from the District at any given location within the District network base.
- d. Sites will be based on 16 camera recording capacity at minimum; if sites exceed the 16 camera minimum then the system shall be designed according to quantity of cameras to be recorded.
- e. Appliance will have two NIC cards for communication: One for local camera VLAN and one for District LAN connectivity.

- f. Appliance OS must allow for standard Windows RDP (Remote Desktop Protocol) remote management of the OS.
 - g. Appliance VMS software must be interactive with active directory for user sign on.
 - h. Client viewing software must be capable of using active directory for user sign.
- 5) **The Exhibits B, C, and D attached to this Addendum 1 are hereby added to ATTACHMENT J Sample AIA A141 Contract (modified) and Sample AIA A141 Exhibit A (modified).**
- 6) **Terra Linda Elementary is added to the list of schools found under SECTION II – STATEMENT OF WORK, 1. PROJECT DESCRIPTION: Project Criteria. Consequently, all references in the Solicitation to forty-four (44) schools are hereby changed to forty-five (45). The addition of Terra Linda Elementary School adds five (5) dual lens and five (5) quadra lens cameras to the Estimated Quantities found in ATTACHMENT F in the Solicitation. The version of ATTACHMENT F that is attached to this Addendum 1 hereby replaces the version of ATTACHMENT F found in the original Solicitation documents.**

QUESTIONS/ANSWERS:

Question: Does a Proposer need to have the Milestone ‘dealer/reseller certification’ listed in the Solicitation in order to Propose to be a Prime Contractor?

Answer: This requirement has been changed so that a firm does not need to hold this certification in order to submit a Proposal to be a prime contractor. Please see Changes 4) for the new requirement.

Question: Will a Proposer be given an automatic “fail” for references, or be deemed unresponsive if they cannot provide three installed and/or three projects designed of \$1,000,000 or more as requested in the Solicitation documents?

Answer: Proposers will not automatically be given a “fail” for references, nor will they automatically be deemed unresponsive for failing to provide three references that their design team designed, and three references their installation team installed (see RFP for exact requirements) of \$1,000,000.00 or more. The intent of the references criteria is to elicit references that would be indicative of a Proposer’s success, performance, expertise, etc. relative to the project being Solicited. If Proposers wish to include references for projects of less than \$1,000,000.00, Proposers may, at their discretion, include clarifying or supplemental information with their reference responses that is in addition to that explicitly collected by the Solicitation documents. Evaluators may consider any information provided and use their sole discretion to make pass/fail determinations. Moreover, the District may determine a Proposal unresponsive pursuant to the Solicitation document and governing rules thereto.

Question: Is the contract negotiable?

Answer: The district may, at its sole discretion consider changes to scope-related information in the contract to more fully and accurately describe the scope and deliverables of this Project. The district will not negotiate legal terms and conditions. Whereas the successful Proposer will be expected to promptly execute a contract substantially similar to the Sample Contract included with this solicitation, Proposers are encouraged to submit any requested changes to the Contract prior to the stated deadline for requesting changes.

Question: What other trades work is implied by the scope?

Answer: Some examples include, raceway work, patching, testing and mitigation of any asbestos found. Conceptual plans will include information about which schools are considered to be asbestos free.

Question: Why did you change to progressive design-build. What happened.

Answer: The District believes the design-build delivery method will result in better and more efficient all-around project performance/delivery with greater potential for maintaining project control and adherence to the budget.

Question: Is the Axis P3719-PLE an acceptable equivalent?

Answer: The District has not yet evaluated this request, however, please see Changes 4) for added camera specifications and, prior to the applicable deadline in the Solicitation, email contracts@beaverton.k12.or.us if you would still like this, or another brand/model to be considered as an approved equivalent.

Question: Is Axis 5MP an equivalent for any single sensor camera for any locations only requiring single sensor?

Answer: The District has not yet evaluated this request, however, please see Changes 4) for added camera specifications and, prior to the applicable deadline in the Solicitation, email contracts@beaverton.k12.or.us if you would still like this, or another brand/model to be considered as an approved equivalent.

Question: Please confirm Class A LEA license or state registered apprentice is required for only for technicians doing cabling and installation of cameras?

Answer: Please see Changes 4) above, which clarifies that the requirement only applies to technicians performing work applicable to/regulated by the referenced licenses/certifications.

Question: Please also confirm the Milestone Certified Integration Technician is only required for technicians performing Milestone programming?

Answer: Please see Changes 4) above, which clarifies that the requirement only applies to technicians performing work applicable to/regulated by the referenced licenses/certifications.

Question: How many Milestone Certified Integration Engineers has the district determined is required for this project?

Answer: Please see Changes 4) above, which indicate that a sufficient number of engineers shall be Proposed, and the District will evaluate sufficiency. Please review SECTION V – RESPONSE AND EVALUATION, 5. DETAILED PROPOSAL CONTENT REQUIREMENTS, as well as the required ATTACHMENTS/Forms for opportunities to provide information to not only document your Proposed engineer(s) and their certifications, but also describe how your engineer allocation is sufficient/better, relative to the Project Goals, for example.

Question: Does the district have an estimate of how many and which schools have hazardous materials such as asbestos?

Answer: The District will research this and if able within the Solicitation timeline, post the information.

Question: Regarding the following:

“Supervision: Unless authorized otherwise by the District, the Prime Contractor shall have a representative on site at all times during construction operations. This person shall be responsible for overseeing the site safety and quality control plans.”

Is the intent to have supervision by the integrator onsite during all work including cabling by a subcontractor, or does a foreman for the subcontractor meet this requirement?

Answer: Yes, a sub-contractor foreman would meet this requirement for trades work such as cabling.

Question: Please supply your insurance requirements so we can have our broker review for any potential compliance issues. The RFP references "Exhibit B" in the sample contract but it was not included.

Answer: Exhibits B, C, and D have been added to ATTACHMENT J Sample Contract. See CHANGES 5).

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Exhibit B

Insurance and Bonds

for the following PROJECT:

<>
<>

THE OWNER:

« Beaverton School District #48J
16550 SW Merlo Road
Beaverton, OR 97003»

THE DESIGN-BUILDER:

<>
<>
<>
<>

THE AGREEMENT

This Insurance Exhibit is part of the accompanying agreement for the Project, between the Owner and the Design-Builder (hereinafter, the Agreement), made as of the date of full execution by the Owner.

TABLE OF ARTICLES

- B.1 GENERAL
- B.2 DESIGN BUILDER'S INSURANCE AND BONDS
- B.3 OWNER'S INSURANCE
- B.4 SPECIAL TERMS AND CONDITIONS

ARTICLE B.1 GENERAL

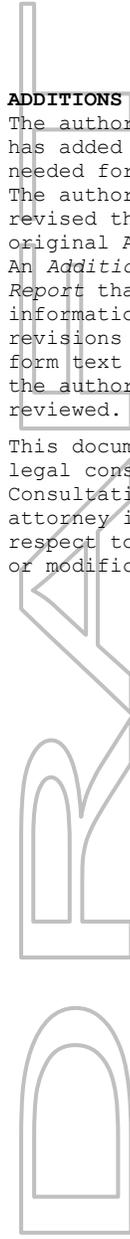
The Owner and Design-Builder shall purchase and maintain insurance and provide bonds as set forth in this Exhibit B. Where a provision in this Exhibit conflicts with a provision in the Agreement into which this Exhibit is incorporated, the provision in this Exhibit will prevail.

ARTICLE B.2 DESIGN BUILDER'S INSURANCE AND BONDS

§ B.2.1 The Design-Builder shall purchase and maintain the following types and limits of insurance from a company or companies lawfully authorized to do business in the jurisdiction where the Project is located, and recognized by the State of Oregon, with a Best Rating of AVII or better and reasonably acceptable to the Owner. The Design-Builder shall maintain the required insurance until the expiration of the period for correction of Work as set forth in Section 11.2.2.1 of the Agreement, unless a different duration is stated below:

ADDITIONS AND DELETIONS:
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed.

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



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§ B.2.1.1 General Liability Insurance: Occurrence-based Commercial General Liability with limits not less than \$1,000,000 for injury and/or property damage per occurrence and \$2,000,000 for injury and/or property damage in a project general aggregate (CG25 03), naming the Owner, its employees, officials and agents as additional insured as respects to work or services performed under this Agreement. Include a CG 20 10 11 85 endorsement or equivalent including products of completed operations. This insurance will be primary over any insurance the Owner may carry on its own. Evidence of the above coverage's issued by a company satisfactory to the Owner shall be provided to the Owner by way of a certificate of insurance before any work or services commence. A 30-day prior notice of cancellation or material change in coverage clause shall be included. Failure to maintain the proper insurance shall be grounds for immediate termination of this contract. The Owner, at its option, may require a complete copy of the above policy.

Asbestos/hazardous materials Abatement (only applicable to Asbestos/hazardous materials abatement Contractors): General Liability policy shall be written on a form that meets the following criteria, and must be ASBESTOS SPECIFIC as follows:

- (a) A full occurrence form, or
- (b) A limited occurrence form with at least a three (3) year tail, or
- (c) A claims made form with a three (3) year tail,

§ B.2.1.2 Automobile Liability Insurance: Occurrence-based Commercial Automobile Liability (any auto or owned, non- owned and hired) Insurance policy(s) with limits not less than \$1,000,000 for injury and/or property damage per occurrence. Evidence of the above coverage's issued by a company satisfactory to the Owner shall be provided to the Owner by way of a certificate of insurance before any work or services commence. A 30-day prior notice of cancellation or material change in coverage clause shall be included. Failure to maintain the proper insurance shall be grounds from immediate termination of this contract. The Owner, at its option, may require a complete copy of the above policy.

§ B.2.1.3 The Design-Builder may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess liability insurance, provided such primary and excess insurance policies result in the same or greater coverage as those required under Sections B.2.1.1 and B.2.1.2.

§ B.2.1.4 Workers' Compensation / Employers Liability Insurance: Worker's compensation coverage for its employees, officers, agents, or partners, as required by Oregon applicable workers' compensation laws. Employer's liability insurance in a minimum amount of \$500,000. Contractor shall provide a certificate of insurance to the Owner as evidence of coverage containing a 30-day notice of cancellation clause.

§ B.2.1.6 Professional Liability. Professional liability insurance covering the Design-Builder (if providing design or design-related services), Architect, Consultants, and their employees, agents, and consultants, maintained for at least two years following the issuance of the certificate of Substantial Completion, in the following minimum amount: \$2,000,000.

§ B.2.1.7 Pollution Liability Insurance: Pollution Liability insurance covering the Contractor's liability for a third party bodily injury and property damage arising from pollution conditions caused by the Contractor while performing their operations under the contract. The insurance coverage shall apply to sudden and accidental pollution events. Any coverage restriction as to time limit for discovery of a pollution incident and/or a time limit for notice to the insurer must be accepted by the Owner. The insurance coverage shall also respond to cleanup cost. This coverage may be written in combination with the commercial general liability insurance or professional liability insurance. The policy's limits shall not be less than \$1,000,000 each loss / \$1,000,000 aggregate. The policy shall be endorsed to state that the general aggregate limit of liability shall apply separately to this contract. Any self-insured retention / deductible amount shall be submitted to the Owner for review and approval.

§ B.2.1.8 Subcontractors: The Contractor shall require all subcontractors to provide and maintain General Liability, Auto Liability, Professional Liability (as applicable), and Workers' Compensation insurance with coverage's equivalent to those required of the General Contractor in this Agreement. The Contractor shall require certificates of insurance from all subcontractors as evidence of coverage.

§ B.2.1.9 In addition, the Contractor shall maintain a true umbrella policy which provides excess limits over the primary layer, in an amount not less than \$5,000,000.

§ B.2.1.10 Exceptions or Waivers: Any exception of waiver of these requirements shall be subject to review and written approval from the Owner.

§ B.2.1.11 **Additional Insured Obligations.** The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies. The additional insured coverage shall apply to both ongoing operations and completed operations. The policy limits applicable to the additional insureds shall be the same amount applicable to the named insured or, if the policy provides otherwise, policy limits not less than the amounts required under this Agreement.

§ B.2.1.12 **Certificates of Insurance.** Before any presence on site, commencing Work or exposure to loss can occur, the Contractor shall furnish the Owner with Certificates of Insurance, naming the Owner, its employees, officials and agents as additional insured (except Workers Compensation), as evidence of all insurance required by the Contract Documents. If the Agreement is executed, no progress payment will be due until all such Certificates are furnished. All policies and certificates must be signed copies and shall contain a provision that coverages afforded under the policies cannot be materially altered (i.e., the coverage's reduced, the limits decreased, or the additional insured removed), allowed to expire, or canceled without first giving 30 days' prior written notice to the Owner. The Contractor shall furnish to the Owner copies of any subsequently issued endorsements, amending, modifying, altering, or restricting coverage of limits. Furthermore, such policies or certificates shall contain a clause verifying that the policy contains coverage for blanket contractual liability including both oral and written contracts and that the liability coverages include protection for underground, collapse and explosion.

§ B.2.1.13 The Owner's specification or approval of the insurance in this agreement or of its amount shall not relieve or decrease the liability of the Contractor under this Contract Documents or otherwise:

- .1 Coverage written on an occurrence basis shall be maintained without interruption from the date of commencement of the Work until the date of final acceptance.
- .2 Coverage written on a claims-made basis (if permitted by Owner) shall be maintained without interruption from the date of commencement of the Work until the date of final acceptance and unlimited tail coverage must be purchased.

§ B.2.1.14 **Failure To Maintain**

If the Owner is damaged by the failure of the Design-Builder to maintain any of the above insurance or to so notify the Owner, then the Design-Builder shall bear all costs attributable thereto, THE OWNER MAY WITHHOLD PAYMENT PENDING RECEIPT OF ALL CERTIFICATES OF INSURANCE. Failure to withhold payment shall not constitute a waiver.

§ B.2.1.15 **Industrial Accident Fund**

Pursuant to ORS 279C.505, the Design-Builder shall pay all amounts due the Industrial Accident Fund from the Design-Builder incurred in the performance of this Contract. The Design-Builder shall require its subcontractors to make such payments.

§ B.2.1.16 All of Design-Builder's insurance required under this Section 11.1 shall be maintained until the Project has reached a state of Final Completion as demonstrated by the Certificate of Final Completion, and, extending out to the date the Design-Builder has moved all of his material, equipment, offices and labor off of the Project site. Completed operations coverage shall extend until at least 10 years following Substantial Completion.

§ B.2.2 **Performance Bond and Payment Bond**

The Design-Builder shall provide surety bonds as follows:

.1 **Furnish**

Pursuant to ORS 279C.380, the Design-Builder shall furnish bonds covering the faithful performance of the Contract and the payment of obligations arising there under. Bonds are to be obtained through a company that is authorized and licensed by the Oregon Insurance Commissioner. The bonding company must be listed on the most current US Government Treasury list, Department Circular 570 or approved PRIOR TO BID SUBMISSION by Owner. The cost of the bonds shall be included in the Contract Sum. The amount of each bond shall be equal to 100 percent of the Contract Sum (as modified from time to time). The bonds shall be submitted on the AIA A312 or other form acceptable to Owner and shall name Owner as beneficiary. Failure to adhere to these requirements may be grounds for rejection of the bid or cancellation by Owner of this Agreement.

.2 **Delivery**

The Contractor shall deliver the required bonds to the Owner prior to or with the signed (by the contractor) Agreement to the Owner Representative at the address of the first page of this Agreement. The Contract shall not be executed by the Owner until the bonds have been received and validated.

.3 Power of Attorney

The Contractor shall require the Attorney-in-fact that executes the required bonds on behalf of the surety to affix thereto a certified and current copy of their power of attorney.

§ B.2.2.1 Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Agreement, the Design-Builder shall promptly furnish a copy of the bonds or shall permit a copy to be made.

§ B.2.3 Proof of Insurance

§ B.2.3.1 Before commencing Work or exposure to loss can occur and in an event within ten days after the Owner has issued its notice or award, the Design-Builder shall furnish the Owner with Certificates of Insurance as evidence of all insurance required by the Design-Build Documents. If the Agreement is executed, no progress payment will be due until all such Certificates and policies are furnished. All policies and certificates must be signed copies and shall contain a provision that coverages afforded under the policies cannot be materially altered (i.e., the coverages reduced, the limits decreased, or the additional insured removed), allowed to expire, or cancelled without first giving 30 days' prior written notice to the Owner. The Design-Builder shall furnish to the Owner copies of any subsequently issued endorsements amending, modifying, altering, or restricting coverage of limits. Furthermore, such policies or certificates shall verify that the policy contains coverage for blanket contractual liability including both oral and written contracts and acknowledge the indemnification provisions and liability coverages called for by this Agreement. Upon written request, the Design-Builder will provide a copy of its policy to the Owner. Unless otherwise provided herein, such insurance shall be maintained until the project is accepted by the Owner.

§ B.2.3.2 The Owner's specification or approval of the insurance in this Contract or of its amount shall not relieve or decrease the liability of the Design-Builder under the Design-Build documents or otherwise. Coverage's are the minimum to be provided and are not limitations of liability under the Contract, indemnification, or applicable law provisions. The Design-Builder may, at its expense, purchase larger coverage amounts.

§ B.2.3.3 In addition, if Design-Builder fails to maintain or provide timely proof of evidence of any of the above required coverages, Owner may, but shall not be obligated to, procure such coverages, in which case Design-Builder shall reimburse Owner for the cost of the same within ten (10) days after demand or, at the Owner's election, the Owner may offset such costs against amounts otherwise due Design-Builder.

§ B.2.3.4 The Design-Builder shall cause its Architect, Consultants, and Contractors to carry and maintain workers' compensation coverage required by law and commercial general and professional liability insurance coverage (as applicable) in amounts and with limits mutually agreed upon by the Owner and the Design-Builder. In the absence of any such agreement, the amounts and limits shall be the same as those required of the Design-Builder.

§ B.2.3.5 If a payment bond and/or performance bond is required by the Owner under the Contract, the Owner may require that the Design-Builder subcontract only with subcontractors who agree to file suit against such bond(s) in the event the Design-Builder fails to meet its payment or performance obligations to the subcontractor, as the subcontractor's exclusive remedy against the Owner, the Project or the Land. This requirement shall not apply if Design-Builder has not made payments to Subcontractors for the sole reason that Owner has not paid the Design-Builder per the terms of the Agreement.

ARTICLE B.3 OWNER'S INSURANCE

§ B.3.1 Owner's Liability Insurance

The Owner shall be responsible for purchasing and maintaining the Owner's usual liability insurance.

§ B.3.2 Property Insurance

The Contractor shall purchase and maintain in a company or companies lawfully authorized to do business in the state of Oregon Project-specific property insurance written on a builder's risk "all-risk" policy form approved in writing in advance by Owner, in the amount of the initial Contract Sum plus the value of any subsequent Contract Modifications and cost of materials supplied or installed by others, comprising the total value of the entire Project at the site, on a replacement cost basis without optional deductibles ("Builders Risk Policy"). The Builders Risk Policy shall include without limitation, insurance against the perils of fire (with extended coverage) and physical loss or damage including, without duplication of coverage, theft, vandalism, malicious mischief, collapse, earthquake, flood, windstorm, falsework, testing and startup, temporary buildings and debris removal including demolition occasioned by enforcement of any applicable legal requirements, and shall cover reasonable compensation for Architect's and Contractor's services and expenses required as a result of such insured loss. The Builders Risk Insurance shall cover portions of the Work stored off the site, and also portions of the Work in transit. The Builders Risk Policy otherwise shall conform to the requirements of section B.3. Such property insurance shall be maintained, unless otherwise provided in the Contract Documents or otherwise agreed in writing by all persons and entities who are beneficiaries of such insurance, until final completion. This insurance shall include interests of the Owner, the Contractor, Subcontractors and Sub-subcontractors in the Project.

§ B3.2.1 The Contractor and its subcontractors shall be solely responsible for any loss, damage, or destruction of their own property, equipment, and materials used in conjunction with the Work, regardless of cause, including negligence of the Owner, and their sole recourse for the same shall be to available proceeds of the Builders Risk Policy, if any.

§ B3.2.2 The Builders Risk Policy will include the endorsements described below.

\$1,548,000.00 Physical Damage To Insured Property.

Any endorsements as may be required for Builder's Risk Policy to maintain coverage for occupied construction.

§ B3.2.3 The Builders Risk Policy will be maintained by Contractor until Substantial Completion of the Project and full coverage of the Project by Owner's property insurance policy.

§ B3.2.4 The Builders Risk insurance shall include interests of the Owner, the Contractor, Subcontractors and Sub-subcontractors in the Project as named insureds. The interests of a Subcontractor or Sub-subcontractor shall be included within the insurance only to the extent each has any interest in the portion of the Work contracted to be performed by the Subcontractor or Sub-subcontractor which has not been paid for by Owner. Contractor shall be named as loss payee under the Builders Risk policy.

§ B3.2.5 If the Builders Risk Insurance requires a self-insured retention or deductibles, the Contractor shall pay costs not covered by the insurance because of such retentions or deductibles, regardless of fault.

§ B3.2.5.1 If partial occupancy or use prior to completion requires the insurance company or companies providing property insurance to have consented to such partial occupancy or use, by endorsement or otherwise, the Contractor shall take reasonable steps to obtain consent of the insurance company or companies and shall take no action with respect to partial occupancy or use that would cause cancellation, lapse or reduction of insurance.

§ B3.2.5.2 If the Contractor procures insurance under the Builders Risk Policy for risks other than those specifically described in this Section B.3, the Contractor shall pay the entire premium for such additional coverage, without reimbursement from owner, and shall bear any deductible or self-insured retention attributable to such additional coverage without reimbursement.

§ B3.2.5.3 The policy shall be endorsed to specifically reference the Project, and shall contain a provision that the policy will not be canceled or allowed to expire until at least 30-days prior written notice has been given to the Owner.

§ B3.2.6 If required in writing by a party in interest, the Contractor shall, upon occurrence of an insured loss, give bond for proper performance of the Contractor's duties. The cost of required bonds shall be charged against proceeds received as fiduciary.

§ B3.2.7 At Owner's option, replacement of damaged property shall be performed by the Contractor after notification of a Change in the Work in accordance with Article 6.

TELBAR

Exhibit "C"

Design-Builder Submittal Requirements & Milestones

This Attachment lists items to be provided by the Design-Builder. This list is not all inclusive nor is it limited to any items referred to or implied in other parts of the Agreement or normally provided. Items listed shall be included as Basic Services.

ITEM	DESIGN DEVELOPMENT PHASE @100%DD	CONSTRUCTION DOCUMENT PHASE @80% CD	CONSTRUCTION DOCUMENT PHASE @100%CD
Design Documents	Drawings and Outline Specification developed to meet the requirements listed below	Drawings and Specification developed to meet the requirements listed below	Complete and Accurate Drawings and Specifications Incorporating Input from 80% CD Review
Specification	<ul style="list-style-type: none"> • Outline specification 	<ul style="list-style-type: none"> • Part 1 Description 100% Complete • Part 2 Installation 100% Complete • Part 3 Execution 75% complete 	<ul style="list-style-type: none"> • Complete and Accurate specification
CAD electronic files	<ul style="list-style-type: none"> • Provide editable electronic copy of CAD floor plan to Owner 	N.A.	<ul style="list-style-type: none"> • At Project Closeout Provide Complete & accurate As-Built CAD files (all drawings)
Site	<ul style="list-style-type: none"> • Pedestrian circulation • Utility details • Dimensions • Traffic flow plan • Handicapped flow plan • Lighting plan • Stairway connections • Waste containers • Bicycle facilities • Site drainage • Erosion Control • Play Areas and Playing Fields 	<ul style="list-style-type: none"> • 80% Site = 100% complete 	<ul style="list-style-type: none"> • Pipe sizes • Connection details • Construction phasing • Site development phasing • Street use plan • Include Contractor parking and Construction area for remodels
Landscaping	<ul style="list-style-type: none"> • Irrigation plan • Planting plan • Irrigation legend • Planting Schedule 	<ul style="list-style-type: none"> • Complete Irrigation Specification • Landscaping Plans 80% = 100% 	<ul style="list-style-type: none"> • Soil preparation & planting specifications • Guying details • Piping diagrams • Pipe sizes • Design calculations • Existing tree protection
Building Exterior Envelope	<ul style="list-style-type: none"> • Typical wall sections • Typical window details • Exterior door details • Roof & drainage plan • Parapet & coping details 	<ul style="list-style-type: none"> • Should include coordination of disciplines, and all work of 100% CD with only minor details remaining to be finished 	<ul style="list-style-type: none"> • Roof details • Exterior details • Roof mounted equipment • Flashing details

ITEM	DESIGN DEVELOPMENT PHASE @100%DD	CONSTRUCTION DOCUMENT PHASE @80% CD	CONSTRUCTION DOCUMENT PHASE @100%CD
Structural	<ul style="list-style-type: none"> • Structural sections • Typical floor framing plan • Main member sizing • Foundation Plan • Structural legend 	<ul style="list-style-type: none"> • Should include coordination of disciplines, and all work of 100% CD with only minor details remaining to be finished 	<ul style="list-style-type: none"> • Structural details • Foundation details • Beam & column schedules • Structural notes • Calculations
Building Interior	<ul style="list-style-type: none"> • All floor plans (min 1/16" scale) • Wall types, fire ratings, smoke control zones • Partition types • Defined seating, serving & kitchen facilities • Fixed seating • Equipment & furniture layouts • Room numbering: dual numbering District and plan 	<ul style="list-style-type: none"> • Should include coordination of disciplines, and all work of 100% CD with only minor details remaining to be finished 	<ul style="list-style-type: none"> • Dimensioned floor plans • Finish schedules • Door & hardware schedules • Interior elevations • Reflected ceiling plans • Partition details • Interior details
Elevators	<ul style="list-style-type: none"> • Elevator shaft section • Equipment description • Elevator legend 	<ul style="list-style-type: none"> • Should include coordination of disciplines, and all work of 100% CD with only minor details remaining to be finished 	<ul style="list-style-type: none"> • Dimensioned plans • Complete specification • Door & frame details • Interior details with lighting
Plumbing & Piping	<ul style="list-style-type: none"> • Location of headers • Location of pipe chases • Water header diagram • Central cooling water header diagram • Steam header diagram • Piping plans 	<ul style="list-style-type: none"> • Should include coordination of disciplines, and all work of 100% CD with only minor details remaining to be finished 	<ul style="list-style-type: none"> • Pipe sizes • Radiation riser diagram • Plumbing riser diagram • Water header diagram • Central cooling water riser diagram • Chilled water riser diagram • Coil piping detail • Convecting piping detail • Water heater piping detail • Design calculations
HVAC	<ul style="list-style-type: none"> • Preliminary calculations • One-line duct layout • Equipment list • Equipment locations • Control diagram • Sequence of operation M/E smoke control scheme (matrix) 	<ul style="list-style-type: none"> • Should include coordination of disciplines, and all work of 100% CD with only minor details remaining to be finished 	<ul style="list-style-type: none"> • Equipment details • Installation details • Cross sections • Connection to FA & MCC • Design calculations
Fire Protection (Mechanical)	<ul style="list-style-type: none"> • Riser diagram • One-line layout 	<ul style="list-style-type: none"> • Should include coordination of disciplines, and all work of 100% CD with only 	<ul style="list-style-type: none"> • Complete specifications • Design Build Submittals to include:

ITEM	DESIGN DEVELOPMENT PHASE @100%DD	CONSTRUCTION DOCUMENT PHASE @80% CD	CONSTRUCTION DOCUMENT PHASE @100%CD
	<ul style="list-style-type: none"> Sprinkler legend 	<ul style="list-style-type: none"> minor details remaining to be finished 	<ul style="list-style-type: none"> Sprinkler valve details Header & piping layouts Pipe sizes Design calculations
Lighting	<ul style="list-style-type: none"> Fixture types/switching layout Light level calculations 	<ul style="list-style-type: none"> Should include coordination of disciplines, and all work of 100% CD with only minor details remaining to be finished 	<ul style="list-style-type: none"> Fixture schedule Installation details Control diagram Design calculations
Electric Power Distribution	<ul style="list-style-type: none"> Equipment layout/sizes Panel locations/schedules One-line diagrams Power riser diagram Load estimate 	<ul style="list-style-type: none"> Should include coordination of disciplines, and all work of 100% CD with only minor details remaining to be finished 	<ul style="list-style-type: none"> Load summary Panel schedules Connection to FA & HVAC MCC details Design calculations
Fire Alarm	<ul style="list-style-type: none"> Fire alarm zones Smoke zones Device locations Riser diagram 	<ul style="list-style-type: none"> Should include coordination of disciplines, and all work of 100% CD with only minor details remaining to be finished 	<ul style="list-style-type: none"> Connection details Connection to FA & HVAC Riser diagram
Low Voltage Data & Telecommunications	<ul style="list-style-type: none"> Riser diagrams Material cut-sheets Conduit plans Voice/data utility outlet locations 	<ul style="list-style-type: none"> Should include coordination of disciplines, and all work of 100% CD with only minor details remaining to be finished 	<ul style="list-style-type: none"> Backboard layout & connection diagrams Connection details Cable schedule
Service Facilities	<ul style="list-style-type: none"> Waste containers Recycle holding area Bottled gas area Any special waste handling Service vehicle parking area 	<ul style="list-style-type: none"> Should include coordination of disciplines, and all work of 100% CD with only minor details remaining to be finished 	<ul style="list-style-type: none"> Details for all accessory & support apparatus in each area
Handicapped Provisions	<ul style="list-style-type: none"> Ramped accesses 	<ul style="list-style-type: none"> Should include coordination of disciplines, and all work of 100% CD with only minor details remaining to be finished 	<ul style="list-style-type: none"> Details for all associated accessories & provisions
Personal Safety Provisions	<ul style="list-style-type: none"> Any special systems or applications promoting personal safety 	<ul style="list-style-type: none"> Should include coordination of disciplines, and all work of 100% CD with only minor details remaining to be finished 	<ul style="list-style-type: none"> Details required for personal safety provisions
Commissioning (Cx)	<ul style="list-style-type: none"> Documentation of Basis of Design and assumptions – updated One-line diagrams Calculations System zoning Sequences of operation All data required in the FDI Manual, Volume I 	<ul style="list-style-type: none"> Complete Cx Specification including Cx Plan template. Division 1 Reference Complete 	<ul style="list-style-type: none"> 80% = 100%

COSTS FOR GENERAL CONDITIONS WORK
Direct Costs/GC Work Costs Matrix

Description	Unit	Unit Price	Construction Costs Paid by Owner		Costs Included in D-B Fee	Misc. Costs Paid by Owner
			Direct Cost of the Work	General Conditions Work		
PROJECT STAFFING/LABOR						
1 Principal In Charge	Hr.				X	
2 Project Executive (for project specific time only)					X	
3 Senior Project Manager (for project specific time only)				X		
4 Project Manager				X		
5 General Superintendent					X	
6 Project Superintendent				X		
7 Site/Area Superintendents				X		
8 Project Engineers				X		
9 Field Engineers				X		
10 General Foreman				X		
11 Working Foreman for Direct Cost of the Work			X			
12 Working Foreman for General Conditions Work				X		
13 Project Admin (in support of site personnel)				X		
14 Estimator				X		
15 Scheduler				X		
16 BIM Manager				X		
17 MEP Coordinator				X		
18 LEED Coordinator				X		
19 Safety Coordinator (site based)				X		
20 Detailer for Direct Cost of the Work			X			
21 Detailer for General Conditions Work				X		
22 Wages (including labor burden) for D-B self-performed work associated with Direct Cost of the Work			X			
23 Wages (including labor burden) for D-B self-performed work associated with General Conditions Work				X		
24 Wages (including labor burden) for all other D-B staff not specifically identified within this matrix					X	
25 All Sick Leave					X	
26 All Vacation Time					X	
27 All Disability Leave					X	
28 Subcontracts associated with Direct Cost of the Work			X			
29 Subcontracts associated with General Conditions Work				X		
30 All other subcontracts unless approved otherwise by District					X	
SUB-TOTAL						

JOBSITE OFFICE & EXPENSES						
31 Office Trailer Rental	Month			X		
32 Jobsite Office material costs and expendables				X		
33 District & A/E Temp Office Rental (Furnished by D-B)				X		
34 Office Furniture/Equipment				X		
35 Computers, Printers, Copiers, Software, and other IT equipment/systems					X	
36 Plans & Specifications for sub bidding				X		
37 Plans & Specifications for day-to-day job operations				X		
38 As-builts				X		
39 Warranties				X		
40 Public Notices				X		
41 Publications/Advertisements				X		
42 Postage/FedEx				X		
43 Project Photos				X		
44 Drinking water, Coffee/Tea, Ice, Cups, Snacks, Pop, etc.				X		
45 Petty Cash				X		
46 Office Supplies				X		
47 Storage Trailer rental				X		
SUB-TOTAL						

SECTION V - ATTACHMENTS
 ATTACHMENT I

COSTS FOR GENERAL CONDITIONS WORK MATRIX

 Direct Costs/GC Work Costs
 Matrix

Description	Unit	Unit Price	Construction Costs Paid by Owner		Costs Included in D-B Fee	Misc. Costs Paid by Owner
			Direct Cost of the Work	General Conditions Work		
INSURANCE & BONDS						
48 Insurance GL (in accordance with District contract only)	Imp		X			
49 Builder's Risk	Imp		X			
50 General Contractor Bond	Imp			X		
51 Subcontractors Bonds	Imp		X			
SUB-TOTAL						
PERMITS						
52 Demolition/Haz Mat/Haul Permit			X			
53 Noise Permit			X			
54 Grading Permit						X
55 Foundation Permit						X
56 Building Permit						X
57 Tree Permit			X			
SUB-TOTAL						
TEMPORARY FACILITIES & UTILITY EXPENSES						
58 Mobilization/Demobilization				X		
59 Project Signage				X		
60 Temporary telephone/internet connection				X		
61 Temporary/Haul Roads and Work Pads				X		
62 Temporary Utility bills				X		
63 Temporary Toilets				X		
64 Temporary Water				X		
65 Temporary Fencing				X		
66 Temporary Enclosures (Inc. covered walkways & lights)				X		
67 Temporary Stairs				X		
68 Temporary Power & Equipment				X		
69 Temporary HVAC Service & Equipment				X		
70 Temporary Storage Facilities				X		
71 Temporary Road				X		
72 Weather Protection				X		
SUB-TOTAL						
PROFESSIONAL & VARIOUS SERVICES						
73 Soil Report						X
74 Testing and Inspections						X
75 Facility Training				X		
76 Value Engineering				X		
77 Legal					X	
78 Photography				X		
79 Computer					X	
80 CPM					X	
81 Layout & Surveying				X		
82 Accounting/Data Processing					X	
83 Engineering					X	
SUB-TOTAL						

SECTION V - ATTACHMENTS
 ATTACHMENT I

COSTS FOR GENERAL CONDITIONS WORK MATRIX
Direct Costs/GC Work Costs Matrix

Description	Unit	Unit Price	Construction Costs Paid by Owner		Costs Included in D-B Fee	Misc. Costs Paid by Owner
			Direct Cost of the Work	General Conditions Work		
EQUIPMENT & RENTALS & MAINTENANCE						
115	Material & Equipment related to Direct Cost of the Work		X			
116	Rental-Contractor Owned Equip (less than \$2000 will be purchased)		X			
117	Flatbed Truck Rental/Operation			X		
118	Flatbed Fuel/Maintenance			X		
119	Mobile Crane			X		
120	Tower Crane			X		
121	Tower Crane Foundation			X		
122	Man hoist			X		
123	Man hoist Foundation			X		
124	Truck			X		
125	Forklift			X		
126	Generators			X		
127	Pumps			X		
128	Fuel			X		
129	Maintenance			X		
130	Water Truck (for general site maintenance)			X		
131	Air Compressor (for general maintenance)			X		
132	Water Pumping Equipment			X		
133	Other Dewatering Equipment			X		
134	Equipment Rental- Third Party			X		
	SUB-TOTAL					
SMALL TOOLS						
135	Small Tools & Maintenance (less than \$2000 will be purchased)				X	
	SUB-TOTAL					
CLEAN UP						
136	Periodic Cleanup				X	
137	Final Cleanup				X	
138	Rubbish Service				X	
	SUB-TOTAL					
MISCELLANEOUS & OTHER						
139	Travel, Hotel, Per Diem and related Costs for District requested travel				X	
140	Travel, Hotel, Per Diem and related Costs for site based staff				X	
141	Bonuses					X
142	Warranty					X
143	Entertainment					X
144	Company Meeting					X
145	Company Sponsored Party					X
146	Corrective Work not due to Contractor Fault					X
147	All Other Corrective/Non-Conforming Work					X
	SUB-TOTAL					
	PROJECT TOTAL					

NOTE: Anything not specifically delineated herein is considered a part of the General Conditions Work