

CITY OF LOS BANOS
REQUEST FOR STATEMENT OF QUALIFICATIONS
FOR
PROGRESSIVE-DESIGN-BUILD ENTITIES

Los Banos Civic Center



REQUEST FOR QUALIFICATIONS
REQUEST FOR QUALIFICATIONS FROM PROSPECTIVE
PROGRESSIVE-DESIGN-BUILD ENTITIES
FOR
CITY OF LOS BANOS CIVIC CENTER

July 30, 2025

FOR
PROGRESSIVE-DESIGN-BUILD ENTITIES

FOR A
PROGRESSIVE-DESIGN-BUILD

FOR THE
LOS BANOS CIVIC CENTER

LOS BANOS, CALIFORNIA

Issue Date:

July 30, 2025

Statement of Qualifications Due Date:

September 2, 2025 (before 2:00 p.m.)

Prepared By

City of Los Banos
Community and Economic Development Department
520 J Street
Los Banos, CA 93625



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I. PROJECT INFORMATION

A. PROJECT DESCRIPTION

The Los Banos Civic Center is a comprehensive renovation of the former Police Department Annex, transforming the existing facility into a modern, centralized location for development-related public services. Designed as a one-stop shop, the Development Services Center will house multiple departments critical to the City's growth and development, including Planning, Building, Engineering, Fire Prevention, Housing, and Economic Development. The new facility will improve customer service by streamlining the permitting and development review process, enhancing interdepartmental collaboration, and providing a more efficient and accessible experience for residents, businesses, and developers. As part of the overall project, the former police station building located at 945 Fifth Street will be demolished, removing aging infrastructure and making way for future civic improvements. In conjunction with the annex renovation, internal improvements will also be made at City Hall, including updates to cubicles, offices, electrical systems, and carpeting. These upgrades will modernize workspaces and improve operational efficiency across departments.

B. PROJECT VISION CRITICAL SUCCESS FACTORS AND ASPIRATIONS

The annex building comprises 4,658 sf on the First floor and 4,664 sf on the Second floor for a total of 9,322 sf. This includes a single-story shed attachment to the first floor which is substandard construction and is to be demolished. With the shed removed, the project includes interior renovations to improve functionality and efficiency. This will include the removal of the former bank infrastructure. In addition, the former police station building located at 945 Fifth Street will also be demolished as part of the overall project. Internal improvements to City Hall will also be undertaken, including updates to, cubicles, offices, electrical systems, and carpeting. These upgrades are intended to modernize the space and improve work station efficiency for City staff.

BUILD ON SUCCESS

The annex building is a classic Mid-Century Modern design, contributing to the aesthetic of Downtown Los Banos.

- Safe and code compliant
- Balance and meet project goals
- Fiscally responsible
- Distinctive design

DURABLE

- Flexible configurations
- Robust systems
- 50-year lifecycle



GREAT WORKPLACE

- Abundant daylight and views
- Modern and appealing
- Healthy interiors
- Happy occupants

HISTORIC

- Align alterations with standards
- Reuse building elements where possible
- Responsive to community

SUSTAINABLE

- Support a great place to work
- Reliable, efficient systems
- High-performance envelope



Street View – Resources Building



C. PROJECT CRITERIA

The City of Los Banos and its consultant team has prepared an Assessment for the Development Services Center, 535 J Street, Los Banos, CA. The Assessment document is provided for reference only and for the sole purpose of providing additional information to the Progressive-Design-Build Entities as they prepare their Statement of Qualifications. No work directly related to the information contained in the Assessment document is required, nor expected, during the RFQ process. However, the PDBEs shall review and become familiar with the Assessment document and incorporate such information into their Statement of Qualifications as required by the RFQ.

No technical questions pertaining to the Assessment document will be reviewed, accepted, or answered during the RFQ period. All questions pertaining to the Assessment will be answered during the Preconstruction Phase only and only with the selected Progressive-Design-Build Entity. Discrepancies between volumes or chapters within the Project Criteria document shall be discussed and submitted to the City for review and response during Preconstruction Phase, after award of a contract.



II. GENERAL PROCUREMENT/DELIVERY PROCESS AND REQUIREMENTS

A. GENERAL INFORMATION

Site: 520 & 535 J Street and 945 Fifth Street, Los Banos, CA

Project: City of Los Banos Civic Center

Location: Los Banos, California

Owner: The City of Los Banos (hereinafter "City")

Progressive-Design-Build Budget: \$7,800,000

Preliminary Project Schedule		
Event	Dates	Calendar Days
Select PDBE	10/15/2025	N/A
Notice to Proceed	10/16/2025	N/A
Preconstruction Phase		
Progressive-Design-Build Phase		
Completion		N/A
Guarantee Period		

B. PROCUREMENT METHOD

For this Project, the City is utilizing a Progressive-Design-Build procurement method to select a single entity to provide both the design and construction of the Project through a qualifications-based selection process pursuant to Trailer Bill RN 21 01453, in part, amending Section 1332.19 of the Government Code and adding Article 6.5 (commencing with Section 10198) to Chapter 1 of Part 2 of Division 2 of the Public Contract Code. In accordance with this procurement method, a Guaranteed Maximum Price to complete the Progressive-Design-Build Phase of the Project will be \$7.8 million. The City, at its sole and absolute discretion, may amend the contract awarded pursuant to this procurement, if any, to direct the Contractor to complete the Progressive-Design-Build Phase for an amount no greater than the Guaranteed Maximum Price. In the event the City and the Contractor do not agree to a Guaranteed Maximum Price, or the City elects not to amend the Contract to complete the remaining work, for any reason, the City may solicit proposals to complete the Project for firms that submitted Statements of Qualifications pursuant to this procurement and/or solicit proposals from other Progressive-Design-Build entities pursuant to Public Contract Code Section 10198.4. Any and all criteria, information, documentation, deliverables or other product developed as part of the Preconstruction Phase shall become the sole property of the City and may be used by the City to complete and close out the Project at no additional costs of expense to the City.



The City is utilizing a two (2) part process for the procurement of the PDBE and construction of this Project.

Part 1 – Request for Qualifications (RFQ): Interested PDBEs shall submit a Statement of Qualifications (SOQ) as further defined in this RFQ. The SOQs received will be reviewed and scored by the City in accordance with the scoring matrix included in Section III.

Preconstruction Phase Cost Proposal: Each respondent shall submit a Preconstruction Phase cost proposal based on the scope of work identified in Exhibit A, and all other exhibits, of the Sample Standard Agreement included in Section VI. The preconstruction cost forms will be submitted in a separate sealed envelope and will not be scored or reviewed prior to the selection of the successful PDBE.

Part 2 – Interview/Selection: It is anticipated that no more than the three (3) highest scoring PDBE's will be interviewed by a Selection Committee to further evaluate their qualifications and to provide the PDBEs the opportunity to clarify and elaborate on the written material previously submitted in the SOQ package. The City will evaluate and score the PDBE submissions and the interviews and will select a PDBE for the project.

Preconstruction Phase: After selecting a Progressive-Design-Build entity based upon qualifications, the City may enter into an Agreement and direct the Progressive-Design-Build entity to begin design and preconstruction activities sufficient to establish a GMP for the Project. See Sample Standard Agreement, Exhibit A included in Section VI for the anticipated Preconstruction Phase scope of work.

Progressive Design Build Phase: Upon the acceptance of the GMP, the City will amend the agreement to include the Progressive-Design-Build Phase and direct the Progressive-Design-Build entity to complete the remaining design and preconstruction activities, and all construction activities, necessary to complete construction and closeout of the Project.

Project Delivery: It is anticipated that the term for Completion and delivery of the Project within 20 months of the City's issuance of a Notice to Proceed. The City reserves the right to terminate the selection, contract negotiations, or contract processing proceedings at any time.

C. DEFINITIONS

The following "terms" are used throughout this Request for Qualifications and are defined as follows:

Agreement: The written and executed document known as the City's Standard Agreement together with those Contract Documents identified therein and any Change Orders or Amendments thereto made in writing, signed by the parties, and approved as required. The terms Agreement and Contract are used interchangeably throughout this document.

Best Value: The value determined by evaluation of objective criteria that relate to demonstrated competence and on the professional qualifications necessary for the satisfactory performance of the services required. Other factors that will be considered include, features, functions, life cycle costs, experience, and past performance.

Contract Documents: The Contract Documents form the Contract for Progressive Design Build and consist of the Agreement, together with those documents set forth in the Agreement and any Change Orders or Amendments thereto made in writing, signed by the parties and approved as required.



Contractor: The Progressive-Design-Build Entity that has entered into a Contract with the City, identified as such in the Contract, and referred to throughout the Contract as if singular in number. The term “Contractor” means the Contractor or the Contractor’s representatives and includes those representatives providing construction contracting, professional architectural and/or professional engineering services as required herein.

Construction Subcontract: Each subcontract awarded by the Progressive Design Build Entity to a subcontractor that will perform work or labor or render service to the Progressive-Design-Build entity in or about the construction of the work or improvement, or a subcontractor licensed by the State of California that, under subcontract to the Progressive-Design-Build entity, specifically fabricates and installs a portion of the work or improvement according to detailed drawings contained in the plans and specifications produced by the Progressive-Design-Build team.

Progressive-Design-Build: A construction procurement process in which both the design and construction of a project are procured from a single entity.

Progressive-Design-Build Budget: The budget amount established by the City that represents the total cost for the Project, including the cost to perform all activities necessary to complete the Preconstruction Phase and the Progressive-Design-Build Phase.

Progressive-Design-Build Entity (PDBE): A partnership, limited liability company, joint venture, corporation, or other legal entity that is able provide appropriately licensed contracting, architectural, and engineering services as needed pursuant to a Progressive-Design-Build Contract.

Progressive-Design-Build Team: The PDBE itself and the individuals and other entities identified by the PDBE as members of its team. Members shall include, but are not limited to, the Architect and Engineers of Record, the general contractor, and any subcontractors responsible for the design and construction of the Project.

Progressive-Design-Build Primary Team: The PDBE itself, the general contractor (if not the PDBE), the Architect of Record (AOR), and the Design Architect (if not the AOR).

Guaranteed Maximum Price (GMP): The maximum payment amount agreed upon by the City and the PDBE for the PDBE to finish construction activities to complete and close out the project.

Preconstruction Phase: The period following the award of a contract to a PDBE for a Progressive-Design-Build project in which the PDBE completes necessary design activities and any preconstruction activities to produce a GMP.

Project Criteria: The information that fully describes the scope of a proposed Progressive-Design-Build project and includes, but is not limited to, the size, type, and design character of the buildings and site; the required form, fit, function, operational requirements, and quality of design, materials, equipment, and workmanship; any other information deemed necessary to sufficiently describe the City’s needs. Project Criteria may include concept drawings, including schematic drawings or architectural renderings that are prepared in the detail necessary to sufficiently describe the City’s needs.

Progressive-Design-Build Project: A capital outlay project using the Progressive-Design-Build construction procurement process.



Progressive-Design-Build: A project delivery process in which both the design and construction of a project are procured from a single entity that is selected through a qualification-based selection at the earliest feasible stage of the project.

Progressive-Design-Build Phase: The remaining design and preconstruction activities necessary after the Preconstruction Phase, and all construction activities, necessary to complete construction and closeout of a Progressive-Design-Build project.

Qualifications Based Selection: The process by which the City of Los Banos solicits for services from the Progressive-Design-Build entities for a Progressive-Design-Build project.

Statement of Qualifications (SOQ): The PDBE's response to the Request for Qualifications (RFQ), including all the information required to be submitted by the PDBE, in response to this RFQ.

D. PROGRESSIVE DESIGN BUILD OVERVIEW

The Progressive-Design-Build Entity will be responsible for the total design and construction of the project including, but not limited to, all applicable agency approvals, planning, design, engineering, permits and construction. In addition, the Progressive-Design-Build Entity will be responsible for all start up and testing, and commissioning to validate the building's systems are functioning per the design, installation of furniture and equipment, and assistance with the City's activation of the Project.

E. PROPOSAL MANAGER AND POTENTIAL CONFLICT OF INTEREST DISCLOSURE

Proposal Manager: Each PDBE interested in submitting a SOQ shall designate one (1) individual as its Proposal Manager who shall be the single point of contact for questions, inquiries, clarifications, and correspondence during the entire RFQ process. The PDBE shall submit to the State a completed Identification of Progressive-Design-Build Entity Proposal Manager form (Attachment A included herewith).

Any substitution of the PDBE's Proposal Manager during the RFQ processes shall be made in writing to the City.

Potential Conflict of Interest Disclosure: The PDBE, General Contractor (if not the PDBE), Architect of Record (AOR), and the Design Architect (if not the AOR) each shall submit to the State a completed Potential Conflict of Interest Disclosure (Attachment B included herewith).



Return the Identification of Progressive-Design-Build Entity Proposal Manager form (Attachment A) together with all Potential Conflict of Interest Disclosures (Attachment B) via email as noted in each attachment and by the date noted in the RFQ Procurement Schedule. A failure to do so may result in disqualification.

PDBE	

F. OBTAINING THE RFQ

Interested PDBEs may obtain the RFQ package, which contains the Identification of Progressive-Design-Build Entity Proposal Manager and Potential Conflict of Interest Disclosure forms, by downloading it from the City's website (the link is the City's Website homepage with various info/tutorials):

G. QUESTIONS PROCEDURE

Questions pertaining to this RFQ will only be accepted from PDBEs and must be submitted in writing via e-mail to the name and address found in the Contact Information paragraph at the end of this section. Submit all questions by the deadline stipulated in the RFQ Procurement Schedule (below). Questions received after this deadline will not be considered.

Copies of all questions submitted by Progressive-Design-Build Entities, and subsequent answers, will be distributed via written addenda by email on the date indicated in the RFQ Procurement Schedule to all PDBEs that have submitted the Identification of Progressive-Design-Build Entity Proposal Manager form.

The City will also post addenda to the City's Website. Failure of a PDBE to receive addenda shall not entitle the PDBE to an extension of the schedule nor shall it permit the submission of any additional information after the deadline set forth in the RFQ Procurement Schedule. All addenda will be posted by the date shown in the RFQ Procurement Schedule.

No technical questions pertaining to the Project Criteria will be reviewed, accepted, or answered during the RFQ period. The Project Criteria document is provided for reference only. All questions pertaining to the Project Criteria will be answered during the Preconstruction Phase only.



H. COMMUNICATION WITH THE CITY

Under no circumstances are any of the prospective PDBEs or anyone on the prospective Progressive-Design-Build Teams to contact, discuss with, or inquire of any City Consultant, employee, elected official or member on any matter relating to this solicitation process. This requirement is to ensure that the same information is received by all interested parties and no inconsistent, incomplete, or inaccurate information is communicated. Information obtained outside this prequalification process cannot be relied upon.

Unauthorized contact of any individual as described above may be cause for rejection of the PDBE's SOQ. All inquiries concerning this solicitation shall be directed to the name and address found in the Contact Information paragraph below. No telephone inquiries will be answered.

I. LABOR COMPLIANCE

The successful Progressive-Design-Build Entity, including the General Contractor and all subcontractors/subconsultants regardless of tier, must comply with the provisions of State Senate Bill 854 (Stat. 2014, chapter 28), which became effective January 1, 2015, Including the following:

1. This project is considered a public works project per Labor Code Section 1720. As such, pursuant to Sections 1725.5 and 1771.1 of the Labor Code, all contractors and subcontractors must be currently registered with the Department of Industrial Relations (DIR) in order to qualify to bid on; be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code; or engage in the performance of any contract for public work. Limited exceptions for Joint Ventures and Projects with Federal Funds may apply pursuant to Section 1771.1 of the Labor Code. Registration process, fees, and related information may be obtained from the DIR website at:
<http://www.dir.ca.gov/public-works/publicworks.html>
2. No contractor or subcontractor may be awarded a contract for public works on a public works project (awarded on or after April 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5.
3. This Project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

J. PREVAILING WAGE AND COMPLAINE MONITORING

1. Pursuant to Labor Code Section 1774, the contractor and any subcontractors, regardless of tier, shall pay not less than the specified prevailing wage rates to all workers employed in the execution of the Contract. Copies of the prevailing rate of per diem wages are on file at the Department of Industrial Relations which shall be made available to all interested parties; alternatively, wage rates may be accessed on the internet at:

http://www.dir.ca.gov/DLSR/statistics_research.html



2. All certified payroll records must be submitted electronically to the Department of Industrial Relations and to the City. Further details will be provided in the Agreement.

K. RFQ PROCUREMENT SCHEDULE

RFQ PROCUREMENT SCHEDULE		
Event	Due Date	Due Time
Published Date	7/30/2025	N/A
PDBE		
Final Date to submit Questions	8/18/2025	4:00 PM
Issue Final Addendum	8/25/2025	N/A
Submit SOQ (Parts A&B and Preconstruction Cost Form)	9/2/2025	2:00 PM
PDBE Announcement of Shortlist	9/2/2025	N/A
Confidential Meeting	9/15/2025	TBD
Proposals Due	9/26/2025	
Interview Shortlisted PDBE's	10/2/2025	N/A
Notification of Selected PDBE	10/3/2025	
City Board Awards Contract	10/15/2025	
Issuance of NTP to Awarded PDBE	10/16/2025	

L. LATE SUBMITTALS

This deadline is absolute, and submittals received after the due date and time will not be considered. PDBE's must select a method of delivery that ensures submittals will be delivered to the correct location by the due date and time.

M. CONTACT INFORMATION:

All Information requests shall be directed to:

tom.key@vanir.com

N. SUBMITTAL INFORMATION:

MAILED OR HAND DELIVERED SUBMITTALS:

City of Los Banos

Attn: Stacy Souza Elms, Community & Economic Development

520 J Street, Los Banos, CA 93625



O. COMMITMENT TO USE A SKILLED AND TRAINED WORKFORCE:

Per Public Contract Code Section 22164(c), the PD-BE shall not be prequalified or shortlisted unless the PD-BE provides an enforceable commitment to the County that the PD-BE and its subcontractors at every tier will use a skilled and trained workforce as specified in 22164(c). Each PD-BE, by submitting its Submittal to the County, agrees that if selected to provide the County with evidence, on a monthly basis while the Project is being performed, that the PD-BE and its subcontractors are complying with the requirements of Public Contract Code Section 22164(c) (Attachment H included herewith).



ATTACHMENT A. IDENTIFICATION OF PROGRESSIVE-DESIGN-BUILD ENTITY PROPOSAL MANAGER

**Name of Progressive-Design-Build
Entity:**

Proposal Manager:

Title:

Firm/Company:

Address:

Phone:

E-mail Address:

**Name of Progressive-Design-Build
Entity Partner:**

Email a copy of this form to:

Community & Economic Development Department

Attention: Stacy Souza Elms

Email: stacy.elms@losbanos.org

(RSOQ title must be included in the Subject line)



ATTACHMENT B. POTENTIAL CONFLICT OF INTEREST DISCLOSURE

Each member of the Progressive-Design-Build Primary Team must complete a separate disclosure.

Progressive-Design-Build Primary Team Member:

- ☐ Progressive-Design-Build Entity (required)
- ☐ General Contractor (required if not the Progressive-Design-Build Entity)
- ☐ Architect of Record (required)
- ☐ Design Architect (required if not the Architect of Record)

Firm/Company: _____

Address: _____

Phone: _____

Email a copy of this form to:

Community & Economic Development Department

Attention: Stacy Souza Elms

Email: stacy.elms@losbanos.org

(RSOQ title must be included in the Subject line)



ATTACHMENT C. CHECKLIST FOR SUBMITTALS

CHECKLIST FOR SUBMITTALS	
REQUEST FOR STATEMENT OF QUALIFICATIONS FOR PROGRESSIVE-DESIGN-BUILD ENTITIES	
CITY OF LOS BANOS CIVIC CENTER PROJECT	
	Provide an enforceable commitment to the City of Los Banos that the D-BE and its subcontractors at every tier will use a skilled and trained workforce to perform all work on the project or contract that falls within an apprenticeshipable occupation in the building and construction trades. (Attachment H)
	Cover Letter
PART A – QUESTIONNAIRE INSTRUCTIONS	
	Section CI: Identification of Members of the D-BE Team
	Section CII: Minimum requirements for the D-BE Submittal
	Section CIII: Scored Questions for the D-BE
	D-BE Submittal Manager form (Exhibit E1)
	Signed Certification for each D-BE Primary Team Member (Exhibit E2)
	Potential Conflict of Interest Disclosure (Exhibit E3)
	Indemnification Agreement (Exhibit E4)
	Authorization for Release of Information and Waiver of Liability for References (Exhibit E5)
	California Surety Declaration (Exhibit E6)
	Letters from Insurance Carrier(s) (Exhibit E7)
PART B – EXPERIENCE INSTRUCTIONS	
	Section DI: Narrative and Organizational Chart
	Section DII: Personnel Resumes
	Section DIII: Project Profiles
	Section DIV: Working Relationship Matrix
	Section DV: Project References
	Section DVI: Project Management Approach
Appendix:	



III. STATEMENT OF QUALIFICATIONS INSTRUCTIONS, SCORING, AND SUBMITTAL REQUIREMENTS

A. GENERAL

The General Contractor (if separate entity from PDBE), the Architect of Record (AOR), and Design Architect (if separate entity from the AOR) will not be allowed to participate in any capacity as a member of more than one proposed or selected Progressive-Design-Build Team. There are no such participatory restrictions on other team members.

Progressive-Design-Build Team members listed in a SOQ are expected to remain on that team throughout the RFQ process and to perform the work of the Project. If a change becomes necessary, the PDBE must submit a request to substitute team members, for good cause, to the City in writing for approval prior to implementation. If a Progressive-Design-Build Team member substitution request is received during the RFQ process, the City reserves the right to re-evaluate a PDBE's qualifications; and to dismiss a PDBE from further participation in the RFQ process.

The City does not require a specific form of contractual arrangement between the Progressive-Design-Build team members, but the PDBE that proposes to become a party to the Agreement with the City must include a California licensed (Class B) General Contractor. The PDBE shall be required to unconditionally guarantee the due and punctual performance of all obligations of the PDBE under the Agreement.

If the PDBE is a privately held corporation, Limited Liability Company, partnership, or joint venture, a listing of all the shareholders, partners, or members who will perform work on the Project known at the time of submission shall be provided with the SOQ. In addition, if the PDBE is a corporation, Limited Liability Company, partnership, joint venture, or other legal Entity, a copy of the organization documents or agreement committing to form the organization shall be submitted with the SOQ. The information provided shall be certified under penalty of perjury by the PDBE and its general partners or joint venture members.

The RFQ Scoring Process shall consist of four (4) parts:

- PART A – QUESTIONNAIRE
- PART B – EXPERIENCE
- PART C – INTERVIEW
- PART D – SELECTION

All prospective Progressive-Design-Build Entities must complete the PART A - QUESTIONNAIRE set forth in this RFQ. Progressive-Design-Build Entities not completing or failing any part of PART A – QUESTIONNAIRE will not be evaluated under PART B – EXPERIENCE. It is anticipated that no more than the three (3) highest scoring PDBEs, based on the passing/scoring of Part A and the scoring of Part B, will receive an invitation to interview. PART C – INTERVIEW will clarify and further evaluate the PDBEs' experience and qualifications. PART D - SELECTION will finalize the scoring of the PDBE submissions and the interviews and will determine the highest scoring PDBE. The highest scoring PDBE will be selected for the project.



All references to number of pages requested as part of this RFQ process are equivalent to a single, double-sided page. For example, if the requirement is no more than three (3) pages, then three (3) double sided pages are acceptable.

B. PART A – QUESTIONNAIRE INSTRUCTIONS

PDBEs must complete and submit qualifications as described herein using the forms and templates provided in Section IV, PART A – QUESTIONNAIRE FORMS AND TEMPLATES. A total of **150** points apply to Part A. The SOQ Evaluation Team will evaluate and score PART A submissions for completeness, conformance to project requirements, history of violations, claims, arbitration and/or litigation, and other requirements.

If the PDBE does not provide and submit the required declarations and/or information for any of the seven (7) PART A – QUESTIONNAIRE sections, then the PDBE will receive a **Fail** for PART A.

In the event a PDBE receives the score of Fail for any question, the PDBE shall be deemed to have failed Part A and the PDBE's SOQ will not be further evaluated.

Section 1: Declaration (Pass/Fail): The PDBE shall declare that the information provided in PART A – QUESTIONNAIRE and PART B – EXPERIENCE has been prepared using reasonable diligence and is true and complete to the best of the signer's knowledge. The declaration must be certified under penalty of perjury.

Section 2: Identification of the Progressive-Design-Build Team (Pass/Fail): Identify key firms proposed by the PDBE to perform work on the Project. Each responding PDBE must identify the General Contractor (if not the PDBE), the Architect of Record, the Design Architect (if not the Architect of Record). Each firm must be appropriately licensed or certified in California.

Section 3: Licensure (Pass/Fail): Submit evidence demonstrating all firms identified in Section 2 possess all required California licenses, registration, and credentials that are required to design and construct the Project, including but not limited to, information pertaining to the revocation or suspension of any license, credential, or registration.

Section 4: Financial Information (Pass/Fail): Submit evidence (in a sealed envelope), including audited financial statements, that establishes that the PDBE has the capacity to complete the Project.

Section 5: Insurance (Pass/Fail): Submit evidence that establishes that the PDBE has the ability to obtain all required liability insurance, worker's compensation insurance, errors and omissions insurance, and other insurance requirements.

Section 6: Termination/Failure to Complete; Violations; Claims, Arbitration and Litigation (50 Points Maximum):

Submit declarations, information and/or details pertaining to all the following:

- a) Provide a declaration certifying that Progressive-Design-Build Primary Team members have not had a surety company finish work on any project within the last five (5) years. **(Pass/Fail)**



- b) Provide information pertaining to any construction or design claim or litigation totalling more than fifty thousand dollars (\$50,000) or five (5) percent of the annual value of work performed, whichever is less, settled against any Progressive-Design-Build Primary Team member within the last five (5) years.

Ten (10) points will be allocated based upon the PDBE's response, as follows:

0 instances	=	10 points
1 instance	=	7 points
2 instances	=	3 points
More than 2 instances	=	0 points

- c) Provide information pertaining to serious violations of the Occupational Safety and Health Act, as provided in Part 1 (commencing with Section 6300) of Division 5 of the Labor Code, settled against any Progressive-Design-Build Primary Team member.

Ten (10) points will be allocated based upon the PDBE's response, as follows:

0 instances	=	10 points
1 instance	=	7 points
2 instances	=	3 points
More than 2 instances	=	0 points

- d) Provide information pertaining to any violations of Federal or State law, including, but not limited to, those laws governing the payment of wages, benefits, or personal income tax withholding, or of Federal Insurance Contributions Act (FICA) withholding requirements, state disability insurance withholding, or unemployment insurance payment requirements, settled against any Progressive-Design-Build Primary Team member over the last five (5) years. For the purposes of this sub clause, only violations by a Progressive-Design-Build Primary Team member as an employer shall be deemed applicable, unless it is shown that the Progressive-Design-Build Primary Team member, in his or her capacity as an employer, had knowledge of his or her subcontractor's violations or failed to comply with the conditions set forth in Subdivision (b) of Section 1775 of the Labor Code.

Ten (10) points will be allocated based upon the PDBE's response, as follows:

0 instances	=	10 points
1 instance	=	7 points
2 instances	=	3 points
More than 2 instances	=	0 points



- e) Provide information and details of any instances that the Progressive-Design-Build Primary Team members, any officer of the Progressive-Design-Build Primary Team members, or any employee of the Progressive-Design-Build Primary Team members who has a proprietary interest in the PDBE, has ever been disqualified, removed, or otherwise prevented from bidding on, or completing a federal, state, or local government project because of a violation of law or a safety regulation (Public Contract Code 10162).

Ten (10) points will be allocated based upon the PDBE's response, as follows:

0 instances	=	10 points
1 instance	=	7 points
2 instances	=	3 points
More than 2 instances	=	0 points

- f) Provide information pertaining to any violations by the Progressive-Design-Build Primary Team members of the Contractors State License Law (Chapter 9, commencing with Section 7000) of Division 3 of the Business and Professions Code), excluding alleged violations or complaints.

Ten (10) points will be allocated based upon the PDBE's response, as follows:

0 instances	=	10 points
1 instance	=	7 points
2 instances	=	3 points
More than 2 instances	=	0 points

- g) Provide a declaration that no Progressive-Design-Build Primary Team member has been convicted of submitting a false or fraudulent claim to a public agency within the last ten (10) years. **(Pass/Fail)**
- h) Provide a declaration that the PDBE will comply with all other provisions of law applicable to the Project, including, but not limited to, the requirements of Chapter 1 (commencing with Section 1720) of Part 7 of Division 2 of the Labor Code. **(Pass/Fail)**

Section 7: Safety Record (100 Points Maximum):

Provide a written safety policy, mission statement or other document addressing the company's attitude and responsibility towards worker safety and the safety of the general public during construction.

Provide your Safety Officer's qualifications, work experience, authority, job duties, percentage of time spent in fulfilling their duties as Safety Officer, and who they report to.

Provide a consolidated summary of your firm's injury and illness data for the last three (3) years.

Submit evidence that establishes the PDBE has an acceptable safety record. An acceptable safety record is when the PDBE's experience modification rating (EMR) for the most recent three (3) year period is an average of 1.00 or less, and its average total recordable injury or illness rate and average lost work rate for the most recent three (3) year period does not exceed the applicable statistical standards for the construction industry.



Pursuant to Public Contract Code Section 10198.2(a)(4)(G), if the PDBE's experience modification rating (EMR) for the most recent three (3) year period exceeds an average of 1.00, then the PDBE will receive a score of Fail for this item. One hundred **(100)** points will be allocated based upon the PDBE's response, as follows:

Average EMR for the past 3 years:

0.60 or less	= 100 points
0.61 to 0.70	= 80 points
0.71 to 0.80	= 60 points
0.81 TO 0.90	= 40 points
0.91 to 1.00	= 20 points
1.01 or more	= Fail

Provide the endorsement page of your worker's compensation insurance policy, or other documentation from your insurance carrier, listing your EMR. The City will hold in confidence all required information to the extent allowed by the California Public Records Act.

C. PART B – EXPERIENCE INSTRUCTIONS

The information provided must clearly identify the relevance of each example regarding the requirements of the Project. The PDBE should provide specific project-related experience and individual team member histories which include Progressive-Design-Build delivery, City and Public Agency projects, historic renovations, modernization renovations, energy efficient and sustainable design and relevance of project type, size, scope and complexity. In order for a project to qualify as relevant, the information submitted must demonstrate that the team's involvement with the project began at the initial stages and extended through completion and acceptance of the project by the Owner (See specific conditions below in Section 3), and that the individual team member remained involved through his or her proposed commitment to the project. Provide examples of projects the team members have previously completed together.

Submit evidence that establishes the PDBE and the Progressive-Design-Build Team members have completed, or demonstrate the capability to complete, projects of similar size, scope, and complexity and that the proposed key personnel have sufficient experience and training to competently manage and complete the design and construction of the Project.

Firm Profiles, Personnel Resumes, and Project Profiles must clearly identify the relevance of specific project experience to the requirements of the Project.

The PDBE and its team members' experience will be evaluated by the SOQ Evaluation Team and points allocated for the relative merit of written data and responses to the following sections. A total of 850 points apply to PART B - EXPERIENCE, as follows:

Section 1: Progressive-Design-Build Team (100 Points Maximum)

The information requested in this section is intended to provide the SOQ Evaluation Team an understanding of the PDBE's staffing rationale and how it proposes organizing its team to successfully execute the Project.



Narrative and Organizational Chart, (25 Points Maximum):

Provide an organizational chart demonstrating the proposed make-up of the major participants in the Progressive-Design-Build Team. The organizational chart assists the SOQ Evaluation Team in understanding how the team envisions working together. In addition, describe the teaming relationships within the PDBE (Architects/Designers and General Contractor) for whom similar projects have been completed together. Describe how team members have directed or participated in projects with strong team organizations, clear lines of authority and hierarchy. Provide information on how the schedules, budgets and quality have been maintained throughout the projects. Indicate how communication between the various team members and the Owner was managed to ensure all project requirements were addressed and met. The narrative and organization chart shall be limited to three (3) pages. A folded 11 x 17 sheet may be used for the organization chart and will count as one page. (Submission of a detailed Management Plan is not required, nor expected. The selected PDBE will develop a detailed Management Plan during the Preconstruction Phase.)

The Narrative and Organization Chart will be scored based upon their clarity in identifying the key team members and firms, and in describing the relationships between the team members on projects of similar size, scope, and complexity.

Working Relationship Matrix (50 Points Maximum): The PDBE shall select up to five (5) projects from the Project Profiles submitted and list them on the Working Relationship Matrix provided in Section V, PART B - EXPERIENCE FORMS AND TEMPLATES, to provide the SOQ Evaluation Team an understanding of the proposed members' experience and ability to function as a team at the outset of the Project due to prior existing working relationships established on previous projects. For each position listed on the Working Relationship Matrix, indicate whether the key individual being proposed for the Project had a significant role in the listed project's success by placing a "mark" in the appropriate box.

Firm Profiles (25 Points Maximum): For each Progressive-Design-Build Team member identified in PART A - QUESTIONNAIRE (Section 2: Identification of Progressive-Design-Build Team), submit firm profiles providing evidence that establishes the firm has completed, or demonstrates that the firm has the capability to complete, projects of similar size, scope, and complexity, at existing facilities, within environmental rehabilitations, for existing building modernizations, and/or for historic renovations, and experience utilizing the Progressive-Design-Build delivery method. Include firm's history, significant accomplishments, and professional philosophy. The profile for the PDBE shall be limited to three (3) pages. The profiles for other Progressive-Design-Build Team members shall be limited to one (1) page for each profile.

Section 2: Personnel Resumes (100 Points Maximum)

Submit resumes of key personnel who will be assigned to the Project and who will contribute a significant effort. Each resume must include name, qualifications, and the anticipated degree of involvement during each of the design and construction phases of the Project. The resumes should provide evidence that the key personnel have sufficient experience and training to competently manage and complete the design and construction of the Project.



Personnel resumes shall be limited to two (2) pages in length for each resume. Additional points will be awarded to key project personnel currently certified as Designated Progressive-Design-Build Professionals from the Progressive-Design-Build Institute of America (DBIA).

Key PDBE Management Personnel Resumes:

- PDBE's Executive Leader
- General Contractor's Project Executive
- Architect of Record's Project Executive

Any other management team leaders with key responsibility for the day-to-day execution of the Project, if any, include resumes in SOQ

Key Design Team Personnel Resumes: Key personnel include professionals who will be assigned to this Project to provide quality control and design leadership, including the following:

- Architect of Record
- Architect Project Manager, if different from Architect of Record
- Architect Space Programmer/Interior Designer

Key Construction Team Personnel Resumes: Key personnel include professionals not identified above as a part of the PDBE's Management team, including the following:

- General Contractor's Preconstruction/Design Manager
- General Contractor's Project Manager
- General Contractor's General Superintendent
- General Contractor's Preconstruction/Project Estimator
- General Contractor's MEP Coordinator
- General Contractor's Quality Control Manager
- General Contractor's Schedule Control Manager

Any other construction team leaders with key responsibility for the day-to-day execution of the Project, if any, include resumes in SOQ

PDBEs are encouraged to submit up to five (5) additional resumes as necessary to fully communicate any special knowledge or capabilities to be provided by the team. Specialty design consultants providing expertise, including but not limited to:

- Acoustical Engineer
- Audio Visual Engineer
- Fire Protection Engineer
- Any other notable design consultant(s)



Section 3: Project Profiles (200 Points Maximum)

The information requested in this section is intended to permit the SOQ Evaluation Team to review experience and actual results of the team's and team member's ability to successfully design and construct projects similar in nature and complexity to the Project.

The PDDBE shall provide design and construction project profiles for a maximum of five (5) projects completed within the last ten (10) years or currently under construction. Project profiles are to consist of five (5) profiles maximum showing Design Experience and five (5) profiles maximum showing Construction Experience. Project Profiles are to be limited to three (3) pages totals per submitted project, inclusive of the project profile information sheet (30 Pages total). Use Project Profile templates provided in Section V, PART B - EXPERIENCE FORMS AND TEMPLATES.

Projects should demonstrate the team's design and construction experience on similar projects in terms of renovation, size, scope, and complexity and with the Progressive-Design-Build delivery method.

For each project, complete and submit a Project Profile. Additional information, photos and other graphic materials may be included. Include a narrative addressing the design/construction philosophy and salient features for each project, as well as a brief statement indicating the relevance of the project to this Project. Indicate the degree of involvement by key construction personnel proposed in the SOQ for each project, if none, state so.

Submit Project Profiles which encompass the following:

Design Experience: Submit a portfolio of Project Profiles (maximum of five) representative of the Architect's ability to provide a high level of quality on similar projects. Submit Project Profiles for projects completed within the last ten (10) years or currently under construction. List at least two (2) projects with a construction cost each more than \$5 million dollars (at least one must be in California). List at least two (2) projects using the Progressive-Design-Build delivery method (one of which must be in California). One project may fulfil both requirements (i.e. >\$5Million D-B Project in California).

Similar projects include:

- High-rise office building facilities that emphasize functionality and strive to achieve a comfortable and productive modern working environment.
- Modernization of Existing Building: means modernization of existing building with complex office, facility, or related design and/or construction.
- High Performance and Sustainable Buildings: means, at a minimum, new construction or renovation of buildings demonstrating energy efficiency, sustainability, and environmental sensitivity.
- Public Projects: means, at a minimum, renovation of office, hospital, library, or related construction of a public agency.



Provide examples of projects completed and describe the design approach. Include information that addresses the Architect's ability to design a project demonstrating:

- An emphasis on functionality and comfortable and productive modern working environments.
- Development of a detailed tenant space program for multiple distinct user groups.
- Efficient system operations that are flexible and functional.

Construction Experience: Submit a portfolio of Project Profiles (maximum of five) representative of the General Contractor's ability to construct with a high level of quality on their projects. Submit Project Profiles for construction projects completed within the last ten (10) years, or currently under construction, by the General Contractor. List at least two (2) projects with a construction cost each more than \$5 million dollars (at least one must be in California). List at least two (2) projects using the Progressive-Design-Build delivery method (one of which must be in California). One project may fulfil both requirements (i.e. > \$5 Million D-B Project in California).

Similar projects Include:

- High-rise office building facilities that emphasize functionality and strive to achieve a comfortable and productive modern working environment.
- Modernization of Existing Building: means modernization of existing building with complex office, facility, or related design and/or construction.
- High Performance and Sustainable Buildings: means, at a minimum, new construction or renovation of buildings demonstrating energy efficiency, sustainability, and environmental sensitivity.
- Public Projects: means at a minimum, renovation of office, hospital, library, or related construction of a public agency.

Provide examples of projects completed and describe the construction approach. Include information that addresses the General Contractor's ability to manage the design and construct a project demonstrating:

- Specific challenges that had to be overcome during the design and construction process and how they were resolved. Based on those challenges, describe how the General Contractor's approach to managing design and construction-related activities has evolved.
- Role in managing the Progressive-Design-Build trade partners and the process used to coordinate between the architect and the Progressive-Design-Build trade partners, and how the implementation affected the production, cost, quality, and schedule of the listed project.
- Development of a detailed tenant space program for multiple distinct user groups.
- Complexity of the building systems similar to the Project.
- Lean processes implemented during the design and construction period to ensure collaboration, on-time delivery and reduction of waste. Information and examples of how the General Contractor implemented techniques on the submitted project, including such items as the Last Planner System, A3 decision making, Visualization, strategies for off-site fabrication, just in time delivery, pre-fabrication and modularization.



Section 4: Project References (50 Points Maximum):

The information requested in this section is intended to permit the SOQ Evaluation Team to validate actual performance of the firm and/or individual team members on a given project. List on the Project Reference Template form located Section V, PART B - EXPERIENCE FORMS AND TEMPLATES for each project for which a Project Profile Template is being submitted. For each project listed, identify the Project Name, Firm Name, and Owner Contact Name along with Contact's Title, Phone Number, E-mail Address and Relationship to the project. The Owner Contact should be someone intimately familiar with the firm's involvement in the listed project. The City intends to contact those individuals and firms that are listed as references by the PDBE and points will be assigned based upon the reference's verification that the PDBE's characterization of its involvement in the project is accurate, and their overall assessment of the quality of those services provided, specifically addressing: collaboration, project management, cost and schedule control, quality and warranty call-backs, commissioning, functioning of installed equipment, and overall client satisfaction. It is the PDBE's responsibility to verify that all references listed can be reached by telephone. If a reference cannot be located based upon the information provided by the PDBE, then the City will not consider the listed project.

The City, at its sole discretion, may choose to contact other references, including owners, listed on the Project Profiles presented in the PDBE's SOQ.

The City reserves the right to maintain the confidentiality of the past performance information provided by the references listed by the PDBE, as well as references obtained by other means. By submitting a proposal for consideration under this solicitation, the PDBE agrees that it shall not seek to discover from any source the contents of such communications.

Section 5: Project Approach (100 Points Maximum):

The information requested in this section is intended to provide the SOQ Evaluation Team an understanding of how the PDBE intends to manage the design and construction of the Project, and why their specific approach is best suited to achieve success on the Project. Provide the PDBE's approach to addressing Progressive-Design-Build projects including the philosophy and approach to the design of office facilities in California. This section is limited to ten (10) pages. The PDBE shall also demonstrate its understanding of Progressive-Design-Build projects by identifying those features that are critical to office building Progressive-Design-Build projects such as detailed tenant programming, modern working environment, site utilization, energy efficiency, sustainability, signage/wayfinding and communication systems with a description of how those features have been addressed to ensure successful projects.

Points will be allocated based upon the PDBE's response to the following items:

1. Describe how the PDBE will ensure the design will achieve the high level of design quality and functionality described in the Project Criteria. Include documentation illustrating the PDBE's Quality Control process and how design errors and omissions are typically minimized in the construction documents. Provide examples from past projects, along with examples of how any internal issues between and among the design disciplines and the PDBE were resolved (cost issues, e.g.)
2. Describe how the PDBE will establish the GMP acceptable to the City in the Preconstruction Phase.



- a. Confirm the GMP can be established within the allotted Preconstruction Phase time frame called out in the RFQ. If the PDDB disagrees with the preconstruction time frame, explain why and how the time Preconstruction Phase should be adjusted.
3. Describe how the PDDB will ensure a high level of quality and will ensure that the intent of the design is fulfilled during construction. Describe the Progressive Design Build Team's philosophy to producing quality buildings and the approach to quality control. Provide information on the approach to minimizing warranty callbacks and provide documentation to attest to the success of this approach. Describe how coordination was achieved between design disciplines and how it was communicated to the construction team.
4. Describe how the PDDB will implement tenant space programming to achieve a comprehensive program (including assessment of tenant requirements, establishing critical adjacencies, determining special needs, work strategies, etc.) while achieving a modern work environment.
5. Provide a narrative demonstrating experience and successful partnerships with the Authorities Having Jurisdiction (AHJ), and other city regulatory agencies as appropriate. Describe how the PDDB will organize Phased and Deferred Approvals Packages with representative AHJ's to increase efficiency, support collaboration and leverage the experience of specific trade subcontractors.
6. Describe how the PDDB will ensure the project will be designed for durability, maintainability, sustainability, and will function with superior energy efficiency and reliability.
7. Provide a narrative describing how the PDDB will effectively utilize the Progressive-Design-Build approach to renovating the Annex building. Specifically, include the plan for addressing unforeseen conditions within the building.

Describe how the PDDB intends to develop details, target budgets, bid instructions, buyout of subcontractors, and other related procurement documents.

Response shall also include how the PDDB intends to manage unforeseen and hazardous materials conditions as part of this process in order to minimize or eliminate the need to carry additional contingencies.

8. Provide a narrative describing the PDDB's approach to establishing and maintaining an efficient "Big Room" environment that allows for cross disciplinary coordination, effective decision making and maintaining accountability and commitments from the project team in a virtual environment. Outline your approach for the incorporation of Lean Construction Principals during design and construction. Outline how these, or other techniques may be incorporated into the Big Room in order to create a collaborative environment, including virtual environments, with all stakeholders during the Progressive-Design-Build process.
9. Provide a schedule illustrating how the PDDB intends to manage the Preconstruction Phase of the Project. Include a narrative for the Preconstruction Phase identifying all tasks, milestones, risks, challenges, and potential project impacts.



A milestone schedule for the Progressive-Design-Build phase is also required. Provide a preliminary schedule in bar chart form, incorporating all critical path milestones and critical activities (at a summary level).

- a. Provide a narrative describing the approach to obtain approvals from AHJ. Detail how submission packages will be developed to maintain a consistent schedule.
 - b. Provide a narrative describing the approach to obtaining design decisions, fast track phased design requirements, third party peer reviews, and other review and decision-making processes to maintain a consistent schedule.
 - c. Provide a narrative identifying the critical elements, means and methods required to accomplish the work.
10. Describe how the enhanced commissioning requirement will be managed and executed for the project. When will the scope development be started, what team members will be involved (City CM, PDBE).

Section 7: Preconstruction Cost Form

Submit a Preconstruction Phase cost proposal based on the scope of work, and other requirements, described in the Sample Standard Agreement provided in Section VI. The cost proposal forms will be submitted in a separate sealed envelope and will not be opened, scored, or reviewed prior to the selection of the successful PDBE. The PDBE will be considered non-responsive if the PDBE fails to submit the Preconstruction Cost Form.

D. PART C – INTERVIEW

It is anticipated that no more than the three (3) highest scoring Progressive-Design-Build Entities, based upon the number of points scored from Parts A and B, will be interviewed by the Selection Committee to further evaluate the Progressive-Design-Build Entities' qualifications. **A total of 600 points (maximum) will be allocated for Part C – INTERVIEW.**

The interview will provide the opportunity to clarify and elaborate on the written material previously submitted in the SOQ package.

The City will provide the date, time, agenda, and location on the invitation to the interview.

E. PART D – SELECTION

The scoring will be based upon the total points (**1,000 total points maximum**) accumulated from the scoring of Parts A, B, and C.

The selection will not be based on costs submitted for the Preconstruction Phase. Preconstruction Phase costs will not be evaluated as a component of qualifications. The intent of the preconstruction cost submission is to accelerate the contracting process to allow the selected team to begin work as soon as possible. The City will review the preconstruction pricing and negotiate the final cost for those services with the selected PDBE.

**SCORING MATRIX (PARTS A, B, and C)**

		Max. Score	Min. Score for Qualification
Part A Questionnaire			
Section 1:	Declaration (true and correct SOQ)	Pass	Pass
Section 2:	Identification of the Progressive-Design-Build Team	Pass	Pass
Section 3:	Licensure	Pass	Pass
Section 4:	Financial Information		
	a) Sealed Audited Financial Statements	Pass	Pass
	b) Bonding Commitment	Pass	Pass
Section 5:	Insurance		
	a) Worker's Compensation Insurance	Pass	Pass
	b) Insurance Declaration	Pass	Pass
Section 6:	Termination/Failure to Complete; Violations; Claims, Arbitration and Litigation		
	a) Declaration (surety company has not completed work)	Pass	Pass
	b) Claims or Litigation	10	N/A
	c) OSHA violations	10	N/A
	d) Federal/State law violations	10	N/A
	e) Previous disqualification from bidding or completion of work due to violation of law or safety regulation	10	N/A
	f) Contractors State License Law violations	10	N/A
	g) Declaration (no member false or fraudulent claims)	Pass	Pass
	h) Declaration (compliance with all laws)	Pass	Pass
Section 7:	Safety Record		
	a) Safety Policy	Pass	Pass
	b) Safety Officer	Pass	Pass
	c) Safety Performance Matrix	Pass	Pass
	d) EMR	100	Pass
Part A Questionnaire – Maximum Point Total		150	Pass

**SCORING MATRIX (PARTS A, B, and C)**

		Max. Score	Min. Score for Qualification
Part B Experience			
Section 1:	Progressive-Design-Build Team: Narrative, Organizational Chart, Working Relationship Matrix, Firm Profiles		
	a) Narrative and Organizational Chart	25	N/A
	b) Working Relationship Matrix	50	N/A
	c) Firm Profiles	25	N/A
	Total Maximum Points (Progressive-Design-Build Team)	100	N/A
Section 2:	Required Personnel Resumes		
	PDBE's Executive Leader	10	N/A
	GC's Project Executive	10	N/A
	AOR's Project Executive	10	N/A
	AOR's Project Manager	10	N/A
	Architect of Record	10	N/A
	AOR's Space Programmer/Interior Designer	10	N/A
	AOR's Lead Architectural Designer	10	N/A
	GC's Preconstruction/Design Manager	10	N/A
	GC's Project Manager	10	N/A
	GC's General Superintendent	10	N/A
	GC's Preconstruction/Project Estimator	10	N/A
	GC's MEP Coordinator	10	N/A
	GC's Quality Control Manager	10	N/A
	GC's Schedule Control Manager	5	N/A
	DBIA Certifications of five (5) or more Team Members	5	N/A
	Additional Special Knowledge or Capabilities	10	N/A
	Total Maximum Points (Personnel Resumes)	150	N/A



SCORING MATRIX (PARTS A, B, and C)

		Max. Score	Min. Score for Qualification
	Project Profiles		
	10 Projects @ 15 points maximum each	150	N/A
	Project References		
	10 Projects @ 10 points maximum each	100	N/A
	Project Approach		
	a) Design Approach/Conformance	15	N/A
Section 3:	b) Preconstruction Approach/GMP Development	15	N/A
	c) Construction Approach/Conformance	15	N/A
Section 4:	d) Approach to programming	15	N/A
			N/A
Section 5:	e) Experience with AHJ and phased packages	15	N/A
	f) Durability, Maintainability, and Sustainability	15	N/A
			N/A
	g) Approach to collaborative environment	5	N/A
	i) Preliminary Schedule	5	N/A
	Total Maximum Points (Project Approach)	100	N/A
	Designated Subcontractors List	100	N/A
	Preconstruction Price Form	Pass	Pass
			N/A
	850	N/A	
	j) Preliminary Schedule	50	N/A
	900	N/A	
Section 6:	Designated Subcontractors List	100	N/A
Section 7:	1,000	N/A	



F. STATEMENT OF QUALIFICATIONS SUBMITTAL REQUIREMENTS

The PDBE's SOQ shall be submitted in accordance with the following requirements:

1. The submittal shall use no less than 11 pt. font and shall be on 8-1/2 x 11-inch page size (except as noted).
2. Refer to instructions for maximum number of pages where applicable. All references to number of pages requested as part of this RFQ process are equivalent to a single double-sided page. For example, if the requirement is no more than three (3) pages, then three (3) double sided pages are acceptable.
3. Each submittal shall contain the following tabbed sections:

Cover letter (limited to 1 page)

Title Page

Table of Contents

Tab 1 Part A - Questionnaire

Section 1: Declaration

Section 2: Identification of the Progressive-Design-Build Team

Section 3: Licensure

Section 4: Financial Information (Audited Financial Statements to be provided in separate sealed envelope)

Section 5: Insurance

Section 6: Termination/Failure to Complete

Violations

Claims, Arbitration and Litigation

Section 7: Safety Record



Tab 2 Part B - Experience

Section 1: Progressive-Design-Build Team

Narrative and Organizational Chart

Working Relationship Matrix

Firm Profiles

Section 2: Personnel Resumes

Section 3: Project Profiles

Section 4: Project References

Section 5: Project Approach

Section 6: List of Designated Subcontractors

Section 7: Preconstruction Cost (provided in separate sealed envelope)

4. The PDBE shall provide six (6) hard copies of their SOQ response, one (1) electronic file copy of the SOQ response in PDF-format on a USB flash drive, one (1) original copy of the Preconstruction Cost Form in a sealed envelope, and one (1) original copy of their Audited Financial Statements in a sealed envelope. Identify the sealed envelopes with the PDBE firm name and address and label as follows:

Statement of Qualifications

Los Banos Civic Center - Confidential Financial Information

Statement of Qualifications

Los Banos Civic Center - Preconstruction Cost Proposal

5. The entire SOQ submittal package including the hard copies of the SOQ, USB flash drive, the sealed envelope with Preconstruction Cost Form, and the sealed envelope with Financial Statements shall be provided in a single package identifying the firm name and address and clearly labeled as follows:

Statement of Qualifications

6. **Los Banos Civic Center** Submittals must be received by the time and date identified in the "RFQ Procurement Schedule" and at the address stated in the "Submittal Information" of Section II "General Procurement/Delivery Process and Requirements."
7. Submitting firms are responsible to ensure their submittal is physically received by the City prior to the stated time and date. Postmarks are not adequate. No fax or email copies will be accepted. Submittals received after the specified time and date will not be considered and will be returned unopened to the sender. THIS SUBMISSION DEADLINE WILL BE STRICTLY ENFORCED.



IV. PART A – QUESTIONNAIRE FORMS AND TEMPLATES

PART A – QUESTIONNAIRE

Section 1: Declaration*

Section 2: Identification of the Progressive-Design-Build Team*

Section 3: Licensure*

Section 4: Financial Information (Audited Financial Statements to be provided in separate sealed envelope)

Section 5: Insurance

Section 6: Termination/Failure to Complete; Violations; Claims, Arbitration and Litigation*

Section 7: Safety Record*

Exhibit 1: General Statement of Bank Credit*

Exhibit 2: Bonds and Insurance

**** The PDBE may elect to not use the forms provided, but all information requested must be presented in the same order and format as outlined in the RFQ document and corresponding forms.***



SECTION 1. DECLARATION

Los Banos Civic Center Progressive-Design-Build Entity, and each of its general partners, and/or joint venture members, if any, must sign the declaration below, certifying under penalty of perjury declaring that the information provided in PART A – QUESTIONNAIRE and PART B – EXPERIENCE is true and correct. If the proposed Progressive-Design-Build Entity is a corporation, Limited Liability Company, partnership, joint venture, or other legal entity, the information provided shall be certified under penalty of perjury by the Progressive-Design-Build Entity and its general partners or joint venture members.

I, _____, authorized agent of the Progressive-Design-Build Entity, _____ (Progressive-Design-Build Entity), hereby certify under penalty of perjury that the information provided in PART A - QUESTIONNAIRE and PART B – EXPERIENCE has been prepared using reasonable diligence and is true and complete to the best of my knowledge. (The declaration must be certified under penalty of perjury by the PDBE and each of its general partners and/or joint venture members, if any)

Printed:	_____	Dated:	_____
Signed:	_____		_____
Printed:	_____		_____
Signed:	_____	Dated:	_____
Printed:	_____		_____
Signed:	_____	Dated:	_____

**SECTION 2. IDENTIFICATION OF THE PROGRESSIVE-DESIGN-BUILD TEAM**

Los Banos Civic Center identify each proposed member of the Progressive-Design-Build Team below:

Progressive-Design-Build Entity**Progressive-Design-Build Entity**

Role: Progressive-Design-Build Entity		
Name/Firm/Address	Primary Contact	License Class/No.
Phone:	Fax:	E-mail:

General Contractor (if not the Progressive-Design-Build Entity)

Role: Progressive-Design-Build Entity		
Name/Firm/Address	Primary Contact	License Class/No.
Phone:	Fax:	E-mail:

Design Consultants

Indicate the role in the Progressive-Design-Build Team by circling or otherwise indicating either "Progressive-Design-Build Entity" or "Subconsultant".

Architect of Record (AOR)

Role: (Progressive-Design-Build Entity or Subconsultant)		
Name/Firm/Address	Primary Contact	License Class/No.
Phone:	Fax:	E-mail:

Design Architect (if not the AOR)

Role: (Progressive-Design-Build Entity or Subconsultant)		
Name/Firm/Address	Primary Contact	License Class/No.
Phone:	Fax:	E-mail:

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Space Programmer/Interior Designer

Role: (Progressive-Design-Build Entity or Subconsultant)		
Name/Firm/Address	Primary Contact	License Class/No.
Phone:	Fax:	E-mail:

Specialty Consultants

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ATTACH ADDITIONAL PAGES AS REQUIRED



SECTION 3. LICENSURE

Los Banos Civic Center - The Progressive-Design-Build Team must have a **General Contractor** actively licensed in the State of California and registered with the Department of Industrial Relations. Provide the following information:

Company Name (under which license is held):

Contractors State License Board, State of California Class B License Number, name under which license is held, and expiration date:

License

No:

Name:

Exp.

Date:

Has this license ever been revoked?

☐ Yes ☐ No

If "yes," explain below or on a separate page.

Has either the company or individual named above had any violations of the Contractors State License Law (Chapter 9 commencing with Section 7000) of Division 3 of the Business and Professions Code, excluding alleged violations or complaints?

☐ Yes ☐ No

If "yes," explain each incident below or on a separate page.

California Department of Industrial Regulations (DIR)

Registration No:

DIR has provided information that all firms, whether Construction or Architectural & Engineering (and subcontractors), with very limited exceptions, must be registered as Public Works Contractors with DIR. This registration must be present at the time of SOQ submission and maintained throughout the life of the contract (re-registration is necessary every July 1st), new subcontractors/subconsultants added into the contract are also subject to this requirement. When new entities are known (or a substitution is to be performed), the State must be notified so those entities can be added to the contract registration.

ATTACH ADDITIONAL PAGES AS REQUIRED



The Progressive-Design-Build Team must include an **Architect** licensed in the State of California. Provide the following information:

Company Name:

Architect's License Number, name under which license is held, and expiration date:

License

No:

Name:

Exp.

Date:

Has this license ever been revoked?

☐ Yes ☐ No

If "yes," explain below or on a separate page.

Has either the company or individual named above had any violations, disciplinary and/or enforcement actions such as citations from the California Architects Board, excluding alleged violations or complaints?

☐ Yes ☐ No

If "yes," explain each incident below or on a separate page.

California Department of Industrial Regulations (DIR)

Registration No:

DIR has provided information that all firms, whether Construction or Architectural & Engineering (and subcontractors), with very limited exceptions, must be registered as Public Works Contractors with DIR. This registration must be present at the time of SOQ submission and maintained throughout the life of the contract (re-registration is necessary every July 1st), new subcontractors/subconsultants added into the contract are also subject to this requirement. When new entities are known (or a substitution is to be performed), the State must be notified so those entities can be added to the contract registration.

ATTACH ADDITIONAL PAGES AS REQUIRED



The Progressive-Design-Build Team must include a **Space Programmer/Interior Designer**. Provide the following information:

Company Name:

Professional License Number, name under which license is held, and expiration date:

License

No:

Name:

Exp.

Date:

Has this license ever been revoked?

☐ Yes ☐ No

If "yes," explain below or on a separate page.

Has either the company or individual named above had any violations, disciplinary and/or enforcement actions such as citations from the California Architects Board, excluding alleged violations or complaints?

☐ Yes ☐ No

If "yes," explain each incident below or on a separate page.

California Department of Industrial Regulations (DIR)

Registration No:

DIR has provided information that all firms, whether Construction or Architectural & Engineering (and subcontractors), with very limited exceptions, must be registered as Public Works Contractors with DIR. This registration must be present at the time of SOQ submission and maintained throughout the life of the contract (re-registration is necessary every July 1st), new subcontractors/subconsultants added into the contract are also subject to this requirement. When new entities are known (or a substitution is to be performed), the State must be notified so those entities can be added to the contract registration.

ATTACH ADDITIONAL PAGES AS REQUIRED



SECTION 4. FINANCIAL INFORMATION

Given the complexity of this Project, the City will analyse financial qualifications over and above the Progressive-Design-Build Entity's ability to bond. The City requires the following information to be submitted in a sealed envelope for review. Information required under this Section that is not otherwise a public record under the California Public Records Act (Chapter 3.5 (commencing with Section 6250) of Division 7 of Title 1 of Government Code) shall not be open to public inspection. The information will be destroyed after the analysis and award of the Agreement.

Financial Statements and Supplementary Information

Information You Must Submit Includes:

- A. Full set of financial statements for the Progressive-Design-Build Entity's most recent three (3) complete fiscal years, accompanied by either an audit or review report prepared by an independent Certified Public Accountant. ***Compiled or internally prepared financial statements will not be accepted.*** Statements which are older than six months must be supplemented by internally prepared financial statements, which update the information to no more than six months from the date of submission. Such statements must be prepared in accordance with accounting principles generally accepted in the United States of America, including all required informative disclosures. If the Progressive-Design-Build Entity prepares its financial statements using any other accounting principles, then the Progressive-Design-Build Entity must provide a reconciliation to United States of America generally accepted accounting principles.
- B. Letter from a financial institution in support of available lines of credit or other facilities. See Exhibit 1 (General Statement of Bank Credit) attached to this Qualification Questionnaire for example.
- C. Schedule indicating contracts which have been awarded to the Progressive-Design-Build Entity, reconciling the original award, any amendments, and completed portion and uncompleted portion of such contracts. This is the Progressive-Design-Build Entity's backlog of work awarded but not yet complete.
- D. In situations where Progressive-Design-Build Entities are Joint Ventures for such purpose as proposing on this Project, all members of the Joint Venture are required to provide their respective financial statements for review.
- E. The Progressive-Design-Build Entity (including all Joint Venture members as applicable) shall disclose any relationships, indicating related party receivables, payables, and investments so that this information can be eliminated in the analysis.
- F. In addition to Financial Capacity, the financial condition of the Progressive-Design-Build Entity will be quantitatively analyzed using financial ratios that will examine the Progressive-Design-Build Entity's Current Ratio, Debt to Equity Ratio, Net Earnings before Income Tax Ratio, and Revenue to Working Capital Ratio.
- G. The City intends to consider the above information and any alternative information the Progressive-Design-Build Entity can provide to determine, in the State's sole judgment, that the Progressive-Design-Build Entity has the capacity to perform the work. **This information must be submitted with the PDBE's SOQ.**



Surety and Bonding Requirements

Information You Must Submit Includes:

- A. Attach a **notarized statement** from the bonding company the Progressive-Design-Build Entity proposes to use, indicating the bonding company's commitment to provide performance and payment bonds for the Progressive-Design-Build Phase for at least \$7,800,000 Bonds shall be issued by a licensed and admitted surety. Refer to Exhibit 2 (Bonds and Insurance) attached to this Qualification Questionnaire for bonding requirements for this Project.
- B. List the names of bonding companies utilized by the Progressive-Design-Build Entity in the last five (5) years. List the instances the bonding company has completed any part of your work during the last five (5) years.



SECTION 5. INSURANCE

Refer to Exhibit 2 (Bonds and Insurance) attached to this Qualification Questionnaire for insurance requirements for the Progressive-Design-Build Phase of this Project. Each policy of insurance carried by the Progressive-Design-Build Entity for this Project shall be issued by an insurance company approved to do business in California.

The City will provide the Builders Risk/Insurance Floater for the project during the Progressive-Design-Build Phase as noted in Exhibit 2 (Bonds and Insurance).

Information You Must Submit Includes:

- A. Attach a **notarized statement** from the Workers' Compensation carrier specifying contractor's current State of California experience modification rating for Workers' Compensation.
- B. Attach a **declaration from an insurance broker** that such limits as described in Exhibit 2 (Bonds and Insurance) are obtainable by the Progressive-Design-Build Entity submitting this application, from an insurance company as described above.

TERMINATION/FAILURE TO COMPLETE; VIOLATIONS; CLAIMS, ARBITRATION and LITIGATION

Los Banos Civic Center - Provide a declaration certifying that the Progressive-Design-Build Primary Team members have not had a surety company finish work on any project within the last five (5) years.

Declaration:

I, _____, authorized agent of the Progressive-Design-Build Entity, _____ (Progressive-Design-Build Entity), hereby certify that the Progressive-Design-Build Entity Primary Team members have not had a surety company finish work on any project within the last five (5) years.

Printed: _____

Signed: _____

Dated: _____



Los Banos Civic Center - Provide information and details below for any construction or design claim, arbitration or litigation totalling more than fifty thousand dollars (\$50,000) or five (5) percent of the annual value of work performed, whichever is less, settled against any Progressive-Design-Build Primary Team member within the last five (5) years.

PROJECT:

Location:

Amount of Claim: \$ Resolution: ☐ Yes ☐ No Date:

Nature of Claim:

Final Disposition:

PROJECT:

Location:

Amount of Claim: \$ Resolution: ☐ Yes ☐ No Date:

Nature of Claim:

Final Disposition:

CITY OF LOS BANOS

COMMUNITY AND ECONOMIC DEVELOPMENT DEPARTMENT

Los Banos Civic Center

Request for Qualifications for Progressive-Design-Build Entities



PROJECT:

Location:

Amount of Claim: \$ Resolution: ☐ Yes ☐ No Date:

Nature of Claim:

Final Disposition:

ATTACH ADDITIONAL PAGES AS REQUIRED

COMMUNITY AND ECONOMIC DEVELOPMENT DEPARTMENT

Request for Qualifications for Progressive-Design-Build Entities



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Los Banos Civic Center - Provide information pertaining to any violations of Federal or State law, including, but not limited to, those laws governing the payment of wages, benefits, or personal income tax withholding, or of Federal Insurance Contributions Act (FICA) withholding requirements, state disability insurance withholding, or unemployment insurance payment requirements, settled against any Progressive-Design-Build Primary Team member over the last five (5) years. For the purposes of this sub clause, only violations by a Progressive-Design-Build Primary Team member as an employer shall be deemed applicable, unless it is shown that the Progressive-Design-Build Primary Team member, in his or her capacity as an employer, had knowledge of his or her subcontractor's violations or failed to comply with the conditions set forth in Subdivision (b) of Section 1775 of the Labor Code.

ATTACH ADDITIONAL PAGES AS REQUIRED



Request for Qualifications for Progressive-Design-Build Entities

Los Banos Civic Center - Provide information and details of any instances that the Progressive-Design-Build Primary Team members, any officer of the Progressive-Design-Build Primary Team members, or any employee of the Progressive-Design-Build Primary Team members who has a proprietary interest in the Progressive-Design-Build Entity, has ever been disqualified, removed, or otherwise prevented from bidding on, or completing a federal, state, or local government project because of a violation of law or a safety regulation (Public Contract Code 10162).

ATTACH ADDITIONAL PAGES AS REQUIRED

COMMUNITY AND ECONOMIC DEVELOPMENT DEPARTMENT

Request for Qualifications for Progressive-Design-Build Entities



Los Banos Civic Center - Provide information pertaining to any violations by the Progressive-Design-Build Entity Primary Team members of the Contractors State License Law (Chapter 9, commencing with Section 7000) of Division 3 of the Business and Professions Code), excluding alleged violations or complaints.

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Request for Qualifications for Progressive-Design-Build Entities



Los Banos Civic Center - Provide a declaration that no Progressive-Design-Build Primary Team member has been convicted of submitting a false or fraudulent claim to a public agency within the last ten (10) years.

Declaration:

I, _____, authorized agent of the Progressive-Design-Build Entity, _____ (Progressive-Design-Build Entity), hereby certify that no Progressive-Design-Build Primary Team member has been convicted of submitting a false or fraudulent claim to a public agency within the last ten (10) years.

Printed:

Signed: _____

Dated: _____



Los Banos Civic Center - Provide a declaration that the Progressive-Design-Build Entity will comply with all other provisions of law applicable to the Project, including, but not limited to, the requirements of Chapter 1 (commencing with Section 1720) of Part 7 of Division 2 of the Labor Code.

Declaration:

I, _____, authorized agent of the Progressive-Design-Build Entity, _____ (Progressive-Design-Build Entity), hereby certify that the Progressive-Design-Build Entity will comply with all other provisions of law applicable to the Project, including, but not limited to, the requirements of Chapter 1 (commencing with Section 1720) of Part 7 of Division 2 of the Labor Code.

Printed:

Signed:

Dated:



SECTION 6. SAFETY RECORD

Los Banos Civic Center **Information You Must Submit Includes:**

- A. Provide a written safety policy, mission statement or other document addressing the company's attitude and responsibility towards worker safety and the safety of the general public during construction. *(NOTE: Do not send full copies of safety manuals. If desired, in addition to the above, an index or Table of Contents from the manual is sufficient.)*
- B. Provide your Safety Officer's qualifications, work experience, authority, job duties, percentage of time spent in fulfilling their duties as Safety Officer, and who they report to.

C. **Safety Performance:**

Consolidate your firm's injury and illness data for the last three (3) years, starting on January 1, 2022, for the **General Contractor** and complete the table below. The Occupational Safety and Health Administration's (OSHA) Industry Group 154 (Business Category), classification 1542, will be used as the applicable standard for the construction of this Project. The information provided must be for your company as a whole and not individual office locations. **Provide copies of your OSHA 300 and OSHA 300A logs for the last three (3) years.**



Event	Year 2022	Year 2023	Year 2024	3 -Year Average
A. Average Number of Employees				
B. Hours Worked				
C. Number of Fatalities*				
D. Permanent Total Disabilities (PTD)				
E. Lost Workday Cases (LWC)				
F. Lost Time Injuries (LTI) [Rows C+D+E]				
G. Lost Time Injury Rate (LTIR)				
H. Lost Work Days				
I. Lost Work Day Severity Rate				
J. Restricted Workday Cases (RWC)				
K. Medical Treatment Cases (MTC)				
L. Total Recordable Cases. [Rows F+J+K]				
M. Total Recordable Incident Rate (TRIR)				
N. Environmental Occurrences				

* For each fatality, attach a description of the accident, including cause, actions taken resulting from that fatality and actions taken to prevent future fatalities.



1. Provide your Worker's Compensation Experience Ratings (Experience Modification Rating (EMR)) for the past three (3) years, starting on January 1, 2022

Year: 2022 EMR:

Year: 2023 EMR:

Year: 2024 EMR:

2. Attach the endorsement page from your policy listing your EMR or have your insurance carrier or broker provide this information on their letterhead. The information is available from your worker's compensation insurance carrier.

Insurance Carrier:

Contact for Insurance
Information:

Title:

Telephone:



EXHIBIT 1. GENERAL STATEMENT OF BANK CREDIT

Los Banos Civic Center

(Date)

(Bank Reference No.)

In connection with the qualification of:

(Name of Progressive-Design-Build Entity)

We hereby declare that said Progressive-Design-Build Entity has been extended a line of credit in a total amount not exceeding

\$ _____ to perform the Progressive-Design-Build Phase work on the (Project), and that such credit will not be withdrawn or reduced without notice to the City of Los Banos.

This letter is signed with the understanding that it is a document to be used by the City only for the purpose of determining the financial resources of said Progressive-Design-Build Entity available for use in performing the Progressive-Design-Build Phase work on the Project, which may be awarded by the City

This General Statement of Bank Credit supersedes and replaces any General Statement of Bank Credit from the same Bank, which may have been filed with the current Progressive-Design-Build Entity's Statement of Experience and Financial Condition and will EXPIRE with the Annual Contractor's Statement of Experience and Financial Condition for which the line of credit was issued.

(Name of Bank)

(Address)

(Signature of Bank Representative)

(Printed Name and Title)

(Phone)

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Los Banos Civic Center

Request for Qualifications for Progressive-Design-Build Entities



NOTE: This form is a sample only and may be used to augment your Working Capital or help your firm establish a rating when completed by your bank; if the bank prefers, a Statement of Credit with the same provisions may be issued on the bank's own letterhead.

END OF EXHIBIT 1



EXHIBIT 2. BONDS AND INSURANCE

Bonds

Progressive-Design-Build Entity shall furnish to the City of Los Banos, prior to the awarding of any Agreement to perform Progressive-Design-Build Phase work, a surety bond in favor of the City of Los Banos in the amount of not less than one hundred percent (100%) of the amount of Contract to guarantee faithful performance of the Contract and a payment bond, of not less than 100% of the amount of Contract, securing payment of laborers, mechanics, or material suppliers employed on the work under the Contract. Each bond shall be in the form attached to the Agreement and shall be issued by a licensed and admitted surety. Examples are provided in the Project Criteria.

Insurance

Progressive-Design-Build Entity shall not commence the Progressive-Design-Build Phase work until all insurance has been obtained that is required under this section and such insurance has been verified by the City of Los Banos, nor shall Progressive-Design-Build Entity allow any Subcontractor to commence work on its Contract until all similar insurance required of the Subcontractor has been so obtained and approved. Progressive-Design-Build Entity shall furnish the City of Los Banos with three (3) copies of each required certificate of insurance and endorsement, as provided below.

General Insurance Requirements – the following provisions apply to all insurance requirements listed below:

- A. Except as otherwise provided for Builders Risk/Installation Floater, the Progressive-Design-Build Entity shall procure and maintain insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the Progressive-Design-Build Entity, its agents, representatives, employees or subcontractors.
 1. Progressive-Design-Build Entity shall furnish the State with original certificates and endorsements effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the City of Los Banos before work commences.
 2. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications at any time.
- B. Except as otherwise provided for Builders Risk/Installation Floater, all coverage shall be in force until the Acceptance of the Work by the City. If the insurance expires, the Progressive-Design-Build Entity shall immediately provide a new current certificate or be declared in breach of Contract. The City reserves the right to withhold all progress and retention payments until the breach is cured to the satisfaction of the City. Renewal insurance certificates must be tendered to the City prior to or exactly at the expiration of the previous insurance certificate. There shall be no gap in insurance coverage. This renewed insurance shall be in accordance with the terms of the Contract.
- C. Progressive-Design-Build Entity is responsible to notify the City a minimum of five (5) business days before the effective date of any cancellation, non-renewal or material change that affects required insurance coverage.
- D. Unless otherwise stated in the contract, the Progressive-Design-Build Entity shall be responsible for any premium deductible or self-insured retention contained within the insurance.



- E. All insurance policies required by this contract must allow the City to pay and/or act as the Progressive-Design-Build Entity's agent in satisfying any self-insured retention (SIR). The choice to pay and/or act as the Progressive-Design-Build Entity's agent in satisfying any SIR is at the City's discretion.
- F. In the event the Progressive-Design-Build Entity fails to keep in effect at all times the specified insurance coverage, the City may remove the Progressive-Design-Build Entity from the work site and/or may terminate this Contract upon the occurrence of such event, subject to the provisions of this Contract. In the event, the City elects to remove the Progressive-Design-Build Entity from the work site; the Progressive-Design-Build Entity will not be entitled to additional days or compensation.
- G. Any insurance required to be carried shall be primary and not excess or contributory, to any other insurance carried by the City.
- H. Any required endorsement requested by the City must be submitted with all requested certificates of insurance and not substituted by referring to such coverage on the certificate of insurance.
- I. Minimum Scope of Insurance - Coverage shall be at least as broad as:
 - 1. Insurance Services Office Commercial General Liability coverage (occurrence Form CG 0001).
 - 2. Insurance Services Office Form Number CA 0001 covering Automobile Liability, "any auto", or "all owned, hired and non-owned".
- J. All coverage and limits available to the Progressive-Design-Build Entity shall also be available and applicable to the City.
- K. Progressive-Design-Build Entity shall procure and maintain insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Progressive-Design-Build Entity, his agents, representatives, employees, or subcontractors.
- L. With the exception of Builders Risk/Installation Floater, Progressive-Design-Build Entity shall require and verify that all subcontractors maintain insurance coverage and limits meeting or exceeding all the requirements stated herein. Progressive-Design-Build Entity shall ensure that the City, its officers, agents, and employees, are added as additional insured on insurance required from subcontractors but only insofar as the operations under the Contract are concerned. For Commercial General Liability coverage, subcontractors shall provide coverage with a form at least as broad as CG 20 38 04 13. The City reserves the right to require the Progressive-Design-Build Entity to provide the subcontractors' insurance certificates and policies, when so directed by the City. The City reserves the right to accept lower limits.



- M. Except as otherwise provided for Builders Risk/Installation Floater, neither the City, nor any officer or employee of the City, shall be liable for any loss or damage that may happen to the Work, or any part thereof; nor to any of the materials or other items used or employed in performing the Work; nor for injury to any person or persons, either workers or the public, for damage to property from any cause which might have been prevented by the Progressive-Design-Build Entity, or the Progressive-Design-Build Entity's employees or agents, against all of which injuries or damages the Progressive-Design-Build Entity shall properly guard. The Progressive-Design-Build Entity shall indemnify and hold harmless the City, and all officers and employees of the City from all suits, actions or claims brought for, or on account of injuries or damages received or sustained by any person or persons, by or from the Progressive-Design-Build Entity, the Progressive-Design-Build Entity's employees or agents, in construction of the Work, or by or in consequence of the Progressive-Design-Build Entity's failure to properly guard the same, or by or as a result of any act or omission of the Progressive-Design-Build Entity, the Progressive-Design-Build Entity's employees or agents. In addition to any remedy authorized by law, moneys due the Progressive-Design-Build Entity under the Contract, as considered necessary by the City may be retained until disposition has been made of such suits, actions, or claims for damages; however, this provision shall not be construed as precluding the City from enforcing any right of offset the City may have to any such moneys.
- N. Waiver of Subrogation: Progressive-Design-Build Entity hereby waives all rights of recovery under subrogation because of deductible clauses, inadequacy of limits of any insurance policy, limitations or exclusions of coverage, or any other reason against the City and its officers, agents and employees, the Construction Manager, or their officers, agents, or employees, and any other Progressive-Design-Build Entity or Subcontractor performing Work or rendering services on behalf of the City in connection with the planning, development and construction of the Project. The Progressive-Design-Build Entity shall also require that all Progressive-Design-Build Entity maintained insurance coverage related to the Work include clauses providing that each insurer shall waive all of its rights of recovery by subrogation against the Progressive-Design-Build Entity together with the same parties referenced immediately above in this Subparagraph. The Progressive-Design-Build Entity shall require similar written express waivers and insurance clauses from each of its Subcontractors. A waiver of subrogation shall be effective as to any individual or entity even if such individual or entity (a) would otherwise have a duty of indemnification, contractual or otherwise, (b) did not pay the insurance premium directly or indirectly, and (c) whether or not such individual or entity has an insurable interest in the property damaged.



Specific Insurance Requirements – Progressive-Design-Build Entity shall have the following insurance coverages during the Progressive-Design-Build Phase:

- A. **Commercial General Liability:** The Progressive-Design-Build Entity shall maintain commercial general liability with limits of not less than \$5,000,000 per occurrence for bodily injury and property damage liability combined. If Commercial General Liability insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit. If the aggregate applies “per project or location”, it shall so state on the certificate. The policy shall include coverage for liabilities arising out of premises, operations, independent contractors, products, completed operations, personal and advertising injury, XCU (Explosion, Collapse, Underground), and liability assumed under an insured contract. This insurance shall apply separately to each insured against whom claim is made or suit is brought subject to the Progressive-Design-Build Entity’s limit of liability. The policy shall include City of Los Banos, its officers, agents, and employees, as additional insureds, but only insofar as the operations under the Contract are concerned.
1. Additional Insured coverage shall be provided in the form of an insured endorsement as broad as the CG 20 10 11 85 (Ex: CG 20 10 07 04 and CG 20 37 or CG 20 10 10 01 and CG 20 37) to the Progressive-Design-Build Entity’s insurance policy. All coverage and limits available to the named insured shall be available and applicable to the additional insured. The endorsement must be attached to the certificate.
 2. Deductibles and Self-Insured Retentions (for Commercial General Liability): Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of the City either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its officers, agents, employees and servants or the Progressive-Design-Build Entity shall provide a financial guarantee satisfactory to the City guaranteeing payment of losses and related investigations, claim administration, and defense expenses.
- B. **Automobile Liability:** The Progressive-Design-Build Entity shall maintain motor vehicle liability with limits of not less than \$1,000,000 per accident for bodily injury and property damage. The City is to be covered as additional insured with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the Progressive-Design-Build Entity. The City of Los Banos, its officers, agents, and employees, as additional insureds, but only insofar as the operations under the Contract are concerned. All coverage and limits available to the named insured shall also be available and applicable to the additional insured.
- C. **Workers' Compensation:** The Progressive-Design-Build Entity shall maintain statutory workers' compensation and employer's liability coverage for all its employees who will be engaged in the performance of the Contract, including special coverage extensions where applicable as required by the City of Los Banos. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the City for all work performed by the Progressive-Design-Build Entity, its employees, agents and subcontractors. The Progressive-Design-Build Entity shall maintain Employer’s Liability coverage of \$1,000,000 per accident for bodily injury or disease.



In signing the Contract, the Progressive-Design-Build Entity shall make the following certification, required by Section 1861 of the Labor Law:

"I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this Agreement."

- D. Builders Risk/Installation Floater: The City shall insure all Work while in the course of construction, reconstruction, remodelling or alteration, including materials incorporated in the Work, against physical loss or damage resulting from the perils normally insured under an All-Risk Builders Risk/Installation Floater policy, including, but not limited to theft, fire and vandalism. The City will self-insure against Acts of God and natural disasters proclaimed by the State or Federal Government. The City will issue to the Progressive-Design-Build Entity a "Summary of Coverage" provided under this paragraph D. Summary of Coverage and Certificate of Insurance will be provided to Progressive-Design-Build Entity as part of the Progressive-Design-Build Phase.
1. Progressive-Design-Build Entity shall be responsible for paying a deductible not to exceed \$250,000 per occurrence in the event of loss.
 2. The proceeds under the Builder's Risk/Installation Floater Insurance procured by the City will be payable to the City and Progressive-Design-Build Entity as their respective interests, from time to time, may appear.
 3. City's Builders Risk/Installation Floater Insurance shall provide limited coverage for materials in transit, materials stored off-site or at staging areas, trees/shrubs/plants, and full coverage for materials at the Project site; however, the Progressive-Design-Build Entity is responsible for reviewing the "Summary of Coverage" and reporting values that exceed the limits provided within the Summary of Coverage. Notification to the City does not provide coverage. Value increases must be approved by the insurance carrier and Progressive-Design-Build Entity must have a Certificate of Insurance issued by the insurance carrier showing the increased values. Lacking confirmation from the City's insurance carrier that additional coverage was procured, Progressive-Design-Build Entity will be responsible for damages in excess of the coverage limits provided within the Summary of Coverage.
 4. Nothing in these Builder's Risk/Installation Floater requirements shall be construed to relieve the Progressive-Design-Build Entity of Progressive-Design-Build Entity's responsibilities referred to under this Exhibit 2: Bonds and Insurance.
 5. Builder's Risk/Installation Floater Insurance policies shall provide the following:
 - a. That the policies are primary and do not participate with nor are excess over any other valid collectible insurance carried by the Progressive-Design-Build Entity.
 - b. That the Insurer waives the right of subrogation against the Progressive-Design-Build Entity.



- E. Professional Liability Insurance/Errors & Omissions Insurance - In the event any Contract specification requires a Progressive-Design-Build Entity to provide professional services, such as but not limited to, architectural, engineering, construction management, surveying, design, etc., a Certificate of Insurance must be provided prior to commencing work evidencing such coverage with a limit of not less than \$25,000,000 per occurrence or per claim and aggregate which shall cover claims for any damages caused by a negligent error, act or omission resulting from professional errors and omissions of Progressive-Design-Build Entity and any of its consultants in connection with the Work provided.

Insurance must be maintained, and evidence of insurance must be provided ***for at least five (5) years after completion of the contract of work***. If coverage is cancelled or non-renewed, and not replaced ***with another claims-made policy form with a Retroactive Date prior to*** the contract effective date, the Progressive-Design-Build Entity must purchase “extended reporting” coverage for a minimum of ***Five (5)*** years after completion of work.

The policy’s retroactive date must be displayed on the certificate of insurance and must be before the date this contract was executed or before the beginning of contract work.

- F. Subcontractor Insurance – Progressive-Design-Build Entity shall cause all subcontractors engaged to perform work required of Progressive-Design-Build Entity pursuant to this Contract to maintain insurance coverage and limits meeting or exceeding all the insurance requirements stated herein or maximum amount available for each policy, whichever is greater. All Policy coverage shall be adequate for work performed under this Contract. Subcontractor’s commercial general liability insurance shall include an additional insured endorsement in favor of the City, its officers, agents, and employees as respect to work performed under the Contract. For Commercial General Liability coverage subcontractors shall provide coverage with a form at least as broad as CG 20 38 04 13. The City reserves the right to accept lower limits.

END OF EXHIBIT 2



V. PART B – EXPERIENCE FORMS AND TEMPLATES

PART B – EXPERIENCE

Section 1: Progressive-Design-Build Team

Narrative and Organizational Chart

Working Relationship Matrix*

Firm Profiles

Section 2: Personnel Resume Template*

Section 3: Project Profile Template*

Section 4: Project Reference Template*

Section 5: Project Approach

Section 6: Designated Subcontractors Template*

Section 7: Preconstruction Cost*



SECTION 1. PROGRESSIVE-DESIGN-BUILD TEAM
Los Banos Civic Center - See Instructions – Working Relationship Matrix Template included below.

Working Relationship Matrix (Template) Check boxes to indicate on which projects team members have worked. If a member has not worked on a project leave the box blank.	Project Name	Project Name	Project Name	Project Name	Project Name	Project Name	Project Name	Project Name	Project Name	Project Name
Progressive-Design-Build Entity’s Exec. Leader (insert name)										
GC’s Project Executive (insert name)										
AOR’s Project Executive (insert name)										
AOR’s Project Manager (insert name)										
Architect of Record (insert name)										
AOR’s Lead Architectural Designer (insert name)										
GC’s General Superintendent (insert name)										
GC’s Preconstruction/Design Manager (insert name)										
GC’s Project Manager (insert name)										
GC’s Preconstruction/Project Estimator (insert name)										
GC’s Quality Control Manager (insert name)										
GC’s Schedule Control Manager (insert name)										



SECTION 2. PERSONNEL RESUME

Los Banos Civic Center - Maximum two (2) pages per resume

Name: _____ Title: _____

Firm: _____

Years of Experience: _____ **Years with this Firm:** _____

Education: _____

Active Registrations, Licenses or Credentials: _____

Awards: _____

Responsibilities on this Project: _____

Experience: Identify relevant projects on which employee has worked. Include a brief description of the project and **specifically** identify employee's roles, responsibilities, and duration of involvement on the project.

Experience on similar projects:

Progressive-Design-Build Experience:



Experience with Facilities Construction for Public Sector Clients (Identify California Projects):

Other experience, training, education, and qualifications relevant to the proposed project:

Describe what makes this individual uniquely suited for this assignment:



SECTION 3. PROJECT PROFILE

Los Banos Civic Center - See Instructions – five (5) profiles maximum showing Design Experience and five (5) profiles maximum showing Construction Experience; three (3) pages maximum per profile.

Firm: _____

Firm's Role on Project: _____

Project Name: _____

Location: _____

Project Description: _____

Firm's Project Manager: _____

Personnel on project being proposed for this Project: _____

General Contractor (if not Firm): _____

Architect of Record (if not Firm): _____

Construction Manager: _____

Other Relevant Entities: _____

Project Type: _____ Gross Square Footage: _____

Scheduled Completion Date: _____ Actual Completion Date: _____

Explain Difference, if any: _____

Original Const. Contract Amount: _____ Final Const. Contract Amount: _____

Explain Difference, if any: _____

Delivery Method: _____

Sustainable Building Measures Incorporated: _____

CITY OF LOS BANOS

COMMUNITY AND ECONOMIC DEVELOPMENT DEPARTMENT

Los Banos Civic Center

Request for Qualifications for Progressive-Design-Build Entities



Relevance to this Project: _____

Awards: _____

Project Owner: _____

Owner's Representative: _____

E-mail Address: _____ Telephone: _____

This form may be reproduced/reprinted for use on each of the required project profiles being submitted.

**SECTION 4. PROJECT REFERENCE**

Los Banos Civic Center - To be completed for each project included in Project Profiles.

1	PROJECT NAME:			
	Reference Firm Name:			
	Contact Name:		Title:	
	Phone Number:		E-mail:	
	Relationship to Project:			
2	PROJECT NAME:			
	Reference Firm Name:			
	Contact Name:		Title:	
	Phone Number:		E-mail:	
	Relationship to Project:			
3	PROJECT NAME:			
	Reference Firm Name:			
	Contact Name:		Title:	
	Phone Number:		E-mail:	
	Relationship to Project:			
4	PROJECT NAME:			
	Reference Firm Name:			
	Contact Name:		Title:	
	Phone Number:		E-mail:	
	Relationship to Project:			
5	PROJECT NAME:			
	Reference Firm Name:			
	Contact Name:		Title:	
	Phone Number:		E-mail:	
	Relationship to Project:			



6	PROJECT NAME:			
	Reference Firm Name:			
	Contact Name:		Title:	
	Phone Number:		E-mail:	
	Relationship to Project:			
7	PROJECT NAME:			
	Reference Firm Name:			
	Contact Name:		Title:	
	Phone Number:		E-mail:	
	Relationship to Project:			
8	PROJECT NAME:			
	Reference Firm Name:			
	Contact Name:		Title:	
	Phone Number:		E-mail:	
	Relationship to Project:			
9	PROJECT NAME:			
	Reference Firm Name:			
	Contact Name:		Title:	
	Phone Number:		E-mail:	
	Relationship to Project:			
10	PROJECT NAME:			
	Reference Firm Name:			
	Contact Name:		Title:	
	Phone Number:		E-mail:	
	Relationship to Project:			



SECTION 5. PROJECT APPROACH

Los Banos Civic Center

See Instructions for Part B



SECTION 6. DESIGNATED SUBCONTRACTORS

Los Banos Civic Center - LIST OF DESIGNATED SUBCONTRACTORS AND COMPETITIVE BIDDING PROCEDURES

Listed hereinafter are the names, locations of place of business, the California contractor license number, and public works contract registration number issued pursuant to Section 1725.5 of the Labor Code of each subcontractor's designated by the City and/or the PDBE, and the kind of work that each will perform if the Project Agreement is awarded. The PDBE understands that all subcontractors listed at the time of SOQ submittal shall be afforded all the protection contained in Chapter 4 of Part 1 of Division 2 of the Public Contract Code.

At a minimum, the PDBE shall designate the classifications noted in the table below. The PDBE may submit additional subcontractors beyond the ones listed at their discretion. Provide relevant information regarding the client references and project experience of the proposed designated subcontractors using the forms below.

Classification		Name and Location	License No.
HVAC (C-20)			
Plumbing			
Electrical (C-10)			
(Proposer TBD) (___)			
(Proposer TBD) (___)			
(Proposer TBD) (___)			
(Proposer TBD) (___)			
(Proposer TBD) (___)			
(Proposer TBD) (___)			

Work not listed by the PDBE at the time of SOQ shall be competitively bid and awarded by the PDBE in accordance with Public Contract Code Section 10198.5.

Following the contract amendment for the Progressive-Design-Build Phase, the PDBE shall proceed as follows in awarding construction subcontracts with a value exceeding one-half of 1 percent of the contract price allocable to construction work:

2. Provide public notice of availability of work to be subcontracted in accordance with the publication requirements applicable to the competitive bidding process of the department, including a fixed date and time on which qualifications statements, bids, or proposals will be due.
3. Establish reasonable qualification criteria and standards acceptable to the City. Criteria established should match the qualifications of the RFQ.
4. Award the subcontract either on a best value basis or to the lowest responsible bidder.



Los Banos Civic Center - **Duplicate this and the following page to fulfil the required detail for each designated subcontractor, with three (3) projects and three (3) references.**

Trade/License Classification:

Name:

License Number:

Expiration Date:

Address:

Number of Licensed Professional Engineers on staff:

Will this subcontractor function as design engineer for this Project?

☐ Yes ☐ No

ADDITIONAL INFORMATION:

Project Experience #1: (Relevant project completed within the last five (5) years).

1. Project

Name: _____

Project

Telephone: _____

Contact: _____

Location: _____

Contracted Amount: \$ _____

☐ Design/Build

☐

☐ Other

Design/Bid/Build

Contracted with: _____

☐ Owner

☐ General Proposer

☐ Design Engineer on this Project

Project Experience #2 (Relevant project completed within the last five (5) years).

2. Project Name: _____

Project

Telephone: _____

Contact: _____

Location: _____

Contracted Amount: \$ _____

☐ Design/Build

☐

☐ Other

Design/Bid/Build

Contracted with: _____

☐ Owner

☐ General
Proposer

☐ Design Engineer on this Project



Project Experience #3: (Relevant project completed within the last five (5) years).

3. Project Name: _____

Project _____ Telephone: _____

Contact: _____

Location: _____

Contracted Amount: \$ _____

Contracted with: ☐ Owner ☐ Design/Build ☐ General Proposer ☐ Design/Bid/Build ☐ Other ☐ Design Engineer on this Project



CLIENT REFERENCES

Please provide three (3) client references.

1. Name of Client Representative: _____
Firm/Company/Agency: _____
Address: _____
Telephone No.: _____
Project associated with: _____
As ☐ Proposer/subcontractor ☐ Design Engineer

2. Name of Client Representative: _____
Firm/Company/Agency: _____
Address: _____
Telephone No.: _____
Project associated with: _____
As ☐ Proposer/subcontractor ☐ Design Engineer

3. Name of Client Representative: _____
Firm/Company/Agency: _____
Address: _____
Telephone No.: _____
Project associated with: _____
As ☐ Proposer/subcontractor ☐ Design Engineer



SECTION 7. PRECONSTRUCTION COST

<u>ITEM</u>	<u>BASE PROPOSAL (numerical)</u>
1. Total Design Services Price (including design services during construction)	\$ _____
2. Progressive-Design-Builder's mark-up on total cost of work provided <i>by subcontractors</i> (mark up covers Progressive-Design-Builder's general conditions (i.e., field overhead), home office overhead, and profit for construction work)	_____ %
3. Progressive-Design-Builder's mark-up on total cost of work provided <i>by Progressive-Design-Builder</i> (mark up covers Progressive-Design-Builder's general conditions (i.e., field overhead), home office overhead, and	_____ %



Editable electronic template files will be provided (via e-mail) to the Progressive-Design-Build Entity's Proposal Manager upon request. This information must be submitted with the PDBE's SOQ. Failure to do so may be considered non-responsive.



VI. SAMPLE STANDARD AGREEMENT
CITY OF LOS BANOS

STANDARD AGREEMENT

AGREEMENT NUMBER
XXXX
REGISTRATION NUMBER

[x] CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED XX PAGES

1. This Agreement is entered into between the City of Los Banos and the Contractor named below:

CONTRACTOR'S NAME

2. The term of this Agreement: From the date of Approval by City of Los Banos as indicated by the approval stamp in the lower right-hand corner of this page and continuing for twenty (20) months.

3. The maximum amount of this Agreement is: \$ XXX,XXX,XXX

4. The parties agree to comply with the terms and conditions of the following exhibits, which are, by this reference, made a part of the Agreement.

Los Banos Civic Center
City of Los Banos
PROJECT 000000000005867

Articles	One through Nine	X page(s)
Exhibit A	Scope of Services	X page(s)
Exhibit B	Budget Detail and Payment Provisions	X page(s)
Exhibit B-1	Contractor Team	X page(s)
Exhibit C	General Terms & Conditions	X page(s)
Exhibit C-1	Certifications	X page(s)
Exhibit D	Prevailing Wage Requirement	X page(s)

CITY OF LOS BANOS

COMMUNITY AND ECONOMIC DEVELOPMENT DEPARTMENT

Los Banos Civic Center

Request for Qualifications for Progressive-Design-Build Entities



Items shown with an Asterisk (), are hereby incorporated by reference and made part of this agreement as if attached hereto.*

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR		City of Los Banos Use Only
CONTRACTOR'S NAME <i>(If other than an individual, state whether a corporation, partnership, etc.)</i>		
BY <i>(Authorized Signature)</i>	DATE SIGNED <i>(Do not type)</i>	
—		
PRINTED NAME and TITLE OF PERSON SIGNING		
ADDRESS		
AGENCY NAME		
BY <i>(Authorized Signature)</i>	DATE SIGNED <i>(Do not type)</i>	
—		
PRINTED NAME and TITLE OF PERSON SIGNING		
ADDRESS		



	☐ Exempt per _____
--	--



The City of Los Banos (referred to interchangeably herein as “the City” has the option to amend this Agreement to extend the time of performance of the contract, with no additional cost or charge to the City.

The City and Contractor agree to cooperate with each other to fulfil their responsibilities and obligations under this Agreement. Both City and Contractor shall endeavour to maintain a good working relationship among members of the project team.

The Contractor represents that all services and work for which it is compensated by the City, whether performed by the Contractor or subcontractor, are necessary and essential for the Contractor to render its professional judgment in the performance of the Contract.

ARTICLE 1. DEFINITIONS

For purposes of this Agreement the following definitions shall apply:

- A. **AGREEMENT:** The written and executed document known as the City of Los Banos Standard Agreement, together with those Contract Documents identified therein and any Change Orders or Amendments thereto made in writing, signed by the parties, and approved as required. The terms Agreement and Contract are used interchangeably throughout this document.
- B. **APPROPRIATE AUTHORITIES/AGENCIES:** Any private, local, municipal, county, state, regional or Federal authority or agency that may be involved with the Project. This term is intended to include those agencies and authorities that may require information, specifications, approvals, etc., in connection with the Project on either a voluntary or non-voluntary basis.
- C. **AS-BUILT DOCUMENTS:** Those documents showing the project as it was constructed. As-Built documents include any change or clarification to the construction documents.
- D. **BEST VALUE:** The value determined by evaluation of objective criteria that relate to demonstrated competence and on the professional qualifications necessary for the satisfactory performance of the services required. Other factors that will be considered include, features, functions, life cycle costs, experience, and past performance.
- E. **CONCEPT DRAWINGS:** Any schematic drawings or architectural renderings that are prepared in such detail necessary to sufficiently describe the City’s needs.
- F. **CONTRACT DOCUMENTS:** The Contract Documents form the Contract for Progressive Design Build and consist of the Agreement, together with those documents set forth in the Agreement and any Change Orders or Amendments thereto made in writing, signed by the parties and approved as required.
- G. **CONTRACTOR:** The Progressive-Design-Build Entity that has entered into a Contract with the City identified as such in the Contract, and referred to throughout the Contract as if singular in number. The term “Contractor” means the Contractor or the Contractor’s representatives and includes those representatives providing construction contracting, professional architectural and/or professional engineering services as required herein.
- H. **CONSTRUCTION PROJECT MANAGER:** The consultant who may be retained by the City to assist in the administration of the Preconstruction Phase and Progressive-Design-Build phases of the project.



- I. **CONSTRUCTION SUBCONTRACT:** The subcontract awarded by the Progressive-Design-Build entity to a subcontractor that will perform work or labor or render service to the Progressive-Design-Build entity in or about the construction of the work or improvement, or a subcontractor licensed by the State of California that, under subcontract to the Progressive-Design-Build Entity, specifically fabricates and installs a portion of the work or improvement according to detailed drawings contained in the plans and specifications produced by the Progressive-Design-Build Team.
- J. **PROGRESSIVE-DESIGN-BUILD:** A construction procurement process in which both the design and construction of a project are procured from a single entity.
- K. **PROGRESSIVE-DESIGN-BUILD BUDGET** (also known as “Project Budget”): The budget amount established by the City that represents the total cost for the Project, including the cost to perform all activities necessary to complete the Preconstruction Phase and the Progressive-Design-Build Phase.
- L. **PROGRESSIVE-DESIGN-BUILD ENTITY (PDBE, also known as “Progressive-Design-Builder”):** A partnership, limited liability company, joint venture, corporation, or other legal entity that is able to provide appropriately licensed contracting, architectural, and engineering services as needed pursuant to the Progressive-Design-Build Contract.
- M. **PROGRESSIVE-DESIGN-BUILD TEAM:** The PDBE itself and the individuals and other entities identified by the PDBE as members of its team. Members shall include, but are not limited to, the Architect and Engineers of Record, the general contractor, and any subcontractors responsible for the design and construction of the Project.
- N. **GUARANTEED MAXIMUM PRICE (GMP):** The maximum payment amount agreed upon by the City and the PDBE for the PDBE to finish all remaining design, preconstruction, and construction activities to complete and close out the project.
- O. **PROGRESSIVE-DESIGN-BUILD PROJECT:** A capital outlay project using the Progressive-Design-Build construction procurement process.
- P. **PROGRESSIVE-DESIGN-BUILD:** A project delivery process in which both the design and construction of a project are procured from a single entity that is selected through a qualification-based selection at the earliest feasible stage of the project.
- Q. **PROJECT CRITERIA:** The information that fully describes the scope of the proposed Progressive-Design-Build project and includes, but is not limited to, the size, type, and design character of the buildings and site; the required form, fit, function, operational requirements, and quality of design, materials, equipment, and workmanship; and any other information deemed necessary to sufficiently describe the City’s needs. Project Criteria may include concept drawings, which include any schematic drawings or architectural renderings that are prepared in the detail necessary to sufficiently describe the City’s needs.
- R. **PRECONSTRUCTION PHASE:** The period following the award of a contract to a PDBE for a Progressive-Design-Build project in which the PDBE completes necessary design activities and any preconstruction activities to produce a GMP.



- S. PROGRESSIVE-DESIGN-BUILD PHASE: The remaining design and preconstruction activities necessary after the Preconstruction Phase, and all construction activities, necessary to complete construction and closeout of a Progressive-Design-Build project.
- T. PROJECT: The total design and construction of the work performed under the contract as described in Exhibit A, Project Description.

ARTICLE 2. PROJECT BUDGET

During the Preconstruction Phase, the Contractor shall complete the documents that will form the basis of the GMP, including but not limited to all program documents, design guidelines, project narratives, drawings, specifications, and other contract documents as required, such that the cost of the Project will not exceed the Progressive-Design-Build Budget. It is agreed that in the event the City and the Contractor cannot agree to a GMP, the Contractor shall, at the direction of the City and at no further cost to the City, revise the applicable documents so as to establish a GMP satisfactory to the City.

The current Progressive-Design-Build Budget for this project is **\$7,800,000**

ARTICLE 3. SCHEDULE OF WORK

Time is of the essence for this Agreement. The Contractor shall work with the City to develop a master project schedule, including project milestones and deliverables. The schedule may be adjusted at the sole discretion of the City.

The Contractor shall commence work under this Agreement only when directed by the City in writing and shall prosecute the work diligently to complete the work as follows:

Preconstruction Phase: Upon notice to proceed from the City, Contractor shall perform work for this phase until completion of all the work, reference Exhibit A. The duration is 5 months.

Progressive-Design-Build Phase: Following the execution of an amendment to the Agreement, Contractor will perform work for this phase until completion of all work on the Project, including but not limited to, commissioning and all Project closeout activities. The duration of the Progressive-Design-Build Phase is 20 months.

ARTICLE 4. CONTRACTOR'S TEAM

- A. The Contractor has been selected to perform the work herein, in part, because of the skills and expertise of key individuals and/or firms listed in Exhibit B-1- Contractor's Team. Substitution of the individuals and/or firms identified in Exhibit B-1 is not allowed except with prior written approval of the City. Substitutions of key individuals and/or firms shall be limited to those instances when deemed absolutely necessary.



- B. The Contractor shall designate a principal or qualified, experienced senior staff member, satisfactory to the City, as the project manager who shall, so long as performance continues to be acceptable to the City, remain in charge of the services for the Project. Additionally, the Contractor must furnish the names of all lead or key people in Contractor's firm that shall be associated with this Project. If the designated project manager or any other designated lead or key person fails to perform to the satisfaction of the City upon written notice, the Contractor shall have 15 calendar days to remove that person from the Project and replace that person with one acceptable to the City. A project manager and all lead or key personnel for any subcontractor must also be designated by that subcontractor and are subject to all conditions stated in this paragraph.
- C. Contractor covenants that Contractor has no existing interest and shall not acquire any interest, direct or indirect, which could conflict in any manner or degree with the performance of services required under this Agreement and that no person having any such interest shall be employed or subcontracted by Contractor.
- D. The Contractor, and the agents and employees of Contractor, in the performance of the Agreement, shall act in an independent capacity and not as officers or employees or agents of the City of Los Banos.

ARTICLE 5. SERVICES

BASIC SERVICES

Contractor agrees to provide all services required by and in accordance with this Article and Exhibit A – Scope of Services and other necessary and incidental services that are required to provide architectural, engineering and support services for the Project. The City reserves the right to terminate the Agreement at any time. Contractor shall not be entitled to payment for any service not authorized by the City.

A. BASIC SERVICES

Contractor shall:

1. Contract for, or employ at Contractor's expense, subcontractors or personnel to the extent deemed necessary for the Scope of Services for the Project. Contractor's personnel and subcontractors shall include but be not limited to architects, as such by the State of California and all other subcontractors necessary for development of the Project. The City reserves the right to reject the use of any subcontractor.
2. Consult and meet, as necessary, with normal and customary employees, agencies, and/or representatives of the City relative to the development of a GMP, design, and construction of the Project.
3. Conduct Project status meetings with the City, Construction Project Manager, equipment vendors, other professionals employed by the City, and other agencies as needed and directed by the City during the Project. For all meetings, the Contractor shall prepare meeting agendas, take meeting notes, and prepare meeting minutes that shall be distributed to the Project team in a timely manner.



4. Field check existing conditions as required to complete the work of this Agreement. All field checks of existing conditions must be documented by means of a report. The report must identify the existing conditions found and list recommendations or plans of action.
5. Be responsible for the professional quality, technical accuracy and the coordination of all analyses, reports, studies, surveys, plans, designs, drawings, specifications, and other deliverables and services provided by Contractor under this Agreement. Contractor shall, without additional compensation, correct or revise any errors or omissions, and incorporate responses to the City's review comments in provided deliverables until the deliverables are accepted by the City. Documents shall be prepared in full compliance with all applicable building codes, ordinances, and other requirements of regulatory authorities. The documents produced shall, at a minimum, comply with all applicable California State Building Codes, to include but not be limited to, Title 8 (Industrial Relations), Title 17 (Public Health), and Title 24 (Building Standards).
6. Unless otherwise noted, provide all contract deliverables to the City in at least two (2) electronic file formats: Portable Document Format (PDF), CADD as applicable; and the native file format(s) of the program(s) in which the documents were created. Electronic files shall not be password protected. All PDF files shall allow printing, copying, and extracting content, and adding mark ups. All native files shall be able to be used in their native program, edited, and manipulated by the City.
7. Maintain a document management system to store, manage and facilitate the creation and review of the conformed Project Criteria, reports, studies, surveys, programs, agendas, minutes, designs, drawings, specifications, and other contract deliverables as applicable. At a minimum, provide access to the document management system to the Los Banos Community and Economic Development Department, and the Construction Project Manager at no additional cost to the City. Upon completion of the Scope of Work in Exhibit A, provide electronic copies of all contract deliverables to the City on a portable hard drive.

ARTICLE 6. EXTRA SERVICES

- A. Extra services shall be performed by Contractor only if prior written notification to proceed is given by the City.
- B. The fee for extra services shall be based on the mutual acceptance of a lump sum increase or decrease in costs. Upon the City's written request, the Contractor shall furnish a detailed estimate of the increase or decrease in costs and time, together with cost breakdowns of labor, schedules, materials, equipment, and other supporting data within the time specified in such request. Cost breakdowns shall include but are not limited to hourly labor rates and hours; material quantities and unit costs; and equipment hourly rates and hours, as an example.

Contractor may not invoice the City for extra services without a written Amendment to this Agreement signed by both parties and approved by the City authorizing the extra services.



ARTICLE 7. DISPUTES AND CLAIMS PROCEDURES

The parties hereto mutually agree that the resolution of any claim or disputes arising under this Agreement shall be resolved pursuant to the following:

- A. If the Contractor disputes any action by the City's Representative (Project Manager or Director) arising under or out of the performance of this contract, the Contractor shall notify the City's Representative of the dispute in writing and request a claims decision. The City's Representative shall issue a decision within 30 days of the Contractor's notice. If the Contractor disagrees with the City Representative's decision, the Contractor shall submit a formal claim to the Director of Community and Economic Development. The Director of Community and Economic Development shall issue a decision within 15 days of receipt of Contractor's formal claim. The decision may encompass facts, interpretations of the Agreement, and determinations or applications of the law. The decision shall be in writing following an opportunity for the Contractor to present oral or documentary evidence and arguments in support of the claim. This administrative process must be followed prior to arbitration.
- B. Contractor agrees to proceed with all work ordered by the City pending the outcome of any claim, dispute, or arbitration.
- C. Arbitration: Any Claim filed is not resolved by the above procedures shall be resolved by arbitration in accordance with the provisions of Public Contract Code Section 10240 et seq Either party may initiate arbitration by filing a Complaint in Arbitration with the Office of Administrative Hearings in Sacramento, California, in compliance with the requirements of Public Contract Code Section 10240, et seq., and Title 1,. Arbitration shall be conducted in Sacramento, California.

ARTICLE 8. CITY REPRESENTATIVE

For the purposes of this Agreement, the City Representative shall be as designated in Article 9 - Notices.

The City Representative is not authorized by the City to make any commitments or changes which shall affect the price, terms, or conditions of this Agreement except by written amendment.



ARTICLE 9. NOTICES

Any notice may be served upon either party by delivering it in writing by overnight delivery service, or by depositing it in a United States mail deposit box with the postage thereon fully prepaid and addressed to the party at the address as set forth below:

CONTRACTOR:

CITY:

City of Los Banos
Community and Economic Development
520 J Street, Los Banos, CA 93635
Attn: Stacy Souza Elms
Email: stacy.elms@losbanos.org
(RSOQ title must be included in the Subject line)



EXHIBIT A. SCOPE OF SERVICES

A. PROJECT DESCRIPTION

The building comprises 4,658 sf on the First Floor and 4,664 sf for a total of 9,322 sf. This includes a single-story shed "wing" 364 sf in area and which is substandard construction and is to be demolished. With the shed removed the First Floor is 4,294 sf and the overall building is 8,958 sf. The building is a classic mid-century modern design, contributing to the aesthetic of downtown Los Banos.

PRECONSTRUCTION PHASE

A. GENERAL

1. The scope of services includes, but is not limited to, providing programming services, site assessment services, design services, preconstruction services, project management services, labor, limited destructive field investigations, coordination, materials, tools, and equipment as necessary to produce a GMP and to complete the Preconstruction Phase of the Project.
2. Contractor shall perform all services identified herein, together with any related services necessary to achieve the standard of care and workmanship required by the terms of the Agreement.
3. Contractor shall certify that all Design Submissions, construction documents, or other related project documents are coordinated with all contributing subcontractors and consultants, whether they are contracted directly with the Contractor or not and must ensure quality assurance.
4. Necessary accommodations must be made to ensure City operations and activities are minimally impacted during the design and Preconstruction Phase activities.

B. EXECUTIVE SUMMARY

1. Prepare an executive summary for the project describing the general approach to design and construction. Place special emphasis on the Critical Success Factors (CSF) identified in the Project Criteria Volume 2 and the unique design and construction strategies that the project team will employ to meet the goals of the project. The executive summary should include, but is not limited to, the information below:
 - a. Provide overview narrative describing the Project.
 - b. Provide status describing activities that occur during the Preconstruction Phase and highlight any critical issues.
 - c. Outline of critical issues along with resolutions (proposed or actual).
 - d. Schedule identifying the actual status versus the planned progress of work.
 - e. Actions proposed to recover the schedule, if applicable
 - f. Neighborhood, traffic, parking, pedestrian, adjacent properties, and other urban issues.
 - g. Project financial information



C. TEMPORARY JOB TRAILER FACILITIES AND CONTROLS

1. The contractor shall provide a complete portable job trailer on site.
2. The job trailer shall be fully functioning no later than thirty (30) days after NTP. The job trailer (12'x60' min) to feature a conference table and chairs to accommodate 12 occupants and construct a plan table(s) for the Inspectors' use. Plan tables shall be located near the Inspectors' area and large enough for two (2) fully opened, full-size sets of plans. Job trailer to include a private independently lockable office for use by the City and the CM. Contractor to furnish City/CM office with 1 desk, 1 swivel chair with casters, steel, with arms, 1 two drawer filing cabinet, electrical service, climate control, and internet infrastructure (High speed), TV/Monitor (48" min.) and restroom. The Contractor shall meet with the City to confirm location of job trailer.
 - a. Provide and maintain a Xerox WorkCentre 7545 color copier (or approved equal) /scanner/printer/fax, or equal, and provide a continuous supply of all copier paper, toner, and maintenance services as needed. Paper sizes: 8-1/2" x 11", 8-1/2" x 14", and 11" x 17".
 - b. Provide one (1) 25 cubic foot refrigerator
 - c. Provide one (1) 1.2 cubic foot, 1200-watt countertop microwave.
 - d. Office equipment and furnishings shall remain property of Contractor; remove from site upon completion of Contract.
3. Utility Services
 - a. Provide high-speed internet service required by the City shall be provided and paid for by the Contractor. Minimum requirement will be high-speed internet service at each computer location, including the conference room. Include internet connection at copier location.
 - b. Electrical Service: Provide all proper connections and continuously pay for service for the duration of the project.
 - c. Drinking Water: one (1) drinking water (hot and cold) dispenser with continuous bottle water service, cups, and dispenser; maintained and filled throughout the duration of the project, and as directed by the City.
 - d. Contractor shall provide coffee pods or coffee, coffee filters, paper cups, stirrs, sugar, creamer, etc. compatible with the Contractor provided coffee maker for the duration of the project.
 - e. Contractor to pay for all maintenance of the copier/scanner/printer/fax machine and provide sufficient paper and toner supplies, as required for the duration of the project.
 - f. Contractor responsible to empty wastepaper baskets, fill paper dispensers; clean, and dust all furniture, files, and the like; and sweep and mop resilient and similar flooring.
 - i. Frequency: Twice per week, minimum.



- g. Internet Service Provider (ISP): Contractor shall provide an ISP with a minimum of one (1) Gbps of download speed for internet connectivity for the duration of the project to completion. Service shall be ready within thirty (30) days after NTP. Service shall be paid by the Contractor for the duration of the Work.
- h. The Contractor shall furnish the services of an independent computer installer to interconnect and make fully operational all computers and computer-networked equipment identified in this section. Interconnection and operation shall include providing cables, connections, troubleshooting, service calls, etc. necessary to provide one hundred percent (100%) communication (e-mail and internet) and software operation of computer for the duration of this contract.

4. Signs

- a. Project Sign: Design, fabricate and install a Project Sign on the Project site. The location of the sign shall be reviewed and approved by the City prior to installation. The 4 feet by 8 feet sign shall be painted with a white background, MDO material, digital printing and vinyl graphics, mounted on posts where the bottom of the sign shall be a minimum height of 4 feet above the ground. Include as a minimum: The City of Los Banos, title of the project, team participants, logos, and scheduled completion ("Coming Fall 2026" – as an example). Discuss contents of the sign with City and submit shop drawings of the proposed sign graphics and lettering for the City's approval prior to fabrication. Maintain sign throughout duration of the Project and remove sign at the completion of the Project.
- b. Other Signs or Advertising: Not permitted, except that Contractor's name may be placed on Contractor's job trailer.

D. PROJECT SCHEDULE

- 1. Contractor will provide a Baseline Project Schedule, representing all tasks necessary to complete the Project within the Project durations. The schedule shall include tasks for the Preconstruction Phase and the Progressive-Design-Build Phase.
 - a. The schedule shall utilize the Critical Path Method (CPM) and comply with other requirements described in the reference Project documents, Contract Requirements, Section 013200 – Progress Schedules and Reports.
 - b. The Baseline Project Schedule must include a summary of milestone tasks by all parties, regulatory and State approvals, reasonable durations for document review, risk, affecting the Project, demolition duration, significant milestones, consultant selection, and occupancy.
 - c. The schedule must include a historic treatment sub-schedule within the master scheduled identifying the historic treatment of work
- 2. Contractor shall report proactively on potential schedule impacts and recommend potential solutions to schedule problems.
- 3. The Schedule shall be updated and submitted to the City, no less than monthly.



4. Each schedule shall be submitted in the format and method approved by the City.
5. The Contractor shall utilize Primavera Project Planner for Windows software (P6) by Primavera Systems, Inc., unless the City's representative approves otherwise.
6. Contractor to include staff from the City and its program management and construction management teams for pull planning sessions while developing the overall project schedule
7. If an alternative scheduling program is approved by the City, a description of the scheduling program shall be included in the Project Management Plan.
8. The Contractor shall review the Project Schedule with the City's representative regularly and notify the City of potential schedule risks in a Risk Matrix developed by Contractor and approved by the City.
9. Contractor shall actively evaluate the schedule and identify schedule efficiencies. When schedule efficiencies are identified, Contractor shall recommend modifications to the schedule that would expedite Project completion including Preconstruction Phase.

E. COST CONTROL MANAGEMENT

1. As an initial task, the Contractor, shall review the Progressive-Design-Build budget and determine if it is sufficient to plan, design and construct the Project. The contractor shall submit the initial budget review within 14 days of the NTP
 - a. The Contractor shall prepare a cost estimate and evaluate the estimate against the Progressive-Design-Build Budget and recommend, if necessary, the appropriate action to avoid potential cost overruns.
2. The Contractor shall monitor the budget as compared to the Project scope throughout the Preconstruction and Progressive-Design-Build Phase.
3. Contractor shall recommend potential Project savings to the City.
 - a. Recommendations for proposed savings shall be accompanied by a firm quote and shall include any applicable additional services required due to the changes, and any required changes to the schedule.
 - b. Cost proposals for Project savings shall be as proposed by the Contractor and approved by the City. Acceptance of a suggested savings will be determined at the sole discretion of the City.
4. The Contractor shall establish target cost values for the components of the building in accordance with AACE format. Tracking of those values shall be reported in a format approved by the City.
 - a. If changes are suggested to the Project scope that may cause Project cost overruns, Contractor shall notify the City in writing as part of the regular project meetings.



5. Contractor shall make estimating information regularly available but no later than bi-weekly to the City so that the City can consider cost wherever possible throughout the planning, development, and design of the Project.
 - a. Cost Estimates will be required during preconstruction with detail consistent with that level of development defined by the Association of the Advancement of Cost Engineering ("AACE") Cost Estimate Classification System. (Class 1 detailed unit cost with detailed take off)
 - b. The contractor shall submit cost estimates no less than every 8 weeks.
6. If the Contractor identifies potential cost overruns, Contractor shall notify the City as part of regular development and coordination meetings.

F. MEETINGS AND CONFERENCES

1. The meetings and conferences listed should be considered as minimum recommendations and convey the City's interest in their content and purpose. The contractor should expand and modify as appropriate.
2. The Project Management Plan should clearly describe the processes and procedures to facilitate and encourage communications.
3. During the Preconstruction Phase, the Contractor shall provide in the Project Management Plan an outline for meetings and conferences, processes and procedures, and how they will be incorporated and utilized in the project.
4. Project Kick-off Conference: The objective of this meeting is to introduce the Project team members, confirm understandings, roles, responsibilities, schedules, emergency contacts, partnering, neighborhood awareness and outreach, and to review the procedural requirements of the Project as established by the contract requirements and the Project Management Plan. The Contractor will conduct the Project Kick-off Conference within fourteen (14) calendar days after the Notice to Proceed. It will be attended by the Contractor, the City's Project team, including the Construction Project Manager, the Criteria Architect, and others as appropriate. The Contractor will, with input from the Construction Project Manager, prepare the agenda. The Contractor will prepare and distribute the meeting minutes no later than three (3) business days after the meeting is held. The City shall be a participant in all meetings
5. Systems Confirmation / Basis of Design Conferences: The objective of these meetings is to review and affirm major building systems and identify design clarifications prior to development of the remaining construction documents. The Contractor will schedule the Systems Confirmation Meetings within thirty (30) calendar days of the Notice to Proceed. Participants to include the Contractor and designated subcontractors, the City's Project team, and others as appropriate. The Contractor will prepare the agenda with input from the City's Project team and should include all major building systems, submittal processes and procedures, major materials selection, early lead times, and other issues as appropriate. The Contractor shall prepare and distribute the minutes to the attendees and other as appropriate. Meeting minutes shall be distributed no later than three (3) business days after such meeting is held.



6. Design Meetings: the objective of these meetings is to proactively facilitate the Contractor's liaison with the City's project team and sub-consultants for the purposes of design discussion during construction document development, completion of design development and construction documents, and to establish a mutually acceptable review procedure. These meetings are to be held at a mutually agreed upon location. Attendees shall include appropriate members of the contractor, City, and others, as appropriate. Contractor will prepare and distribute the agenda and minutes. Meetings will include an overview of the Contractor's look ahead schedule. Meeting minutes distributed no later than three (3) business days after such meeting is held.
7. The Contractor shall conduct weekly progress meetings with the City. The objective of these meetings is to review and monitor progress, procedures, issues, schedules, and other concerns/issues of the project. Reference Project Criteria Volume 1 for more information.
8. The Contractor shall attend Materials Testing and Inspection meetings with the City, the City's Construction Manager, and any other stakeholders to develop the materials and inspection requirements for the project.
9. Each month the Contractor shall attend a payment meeting with the City's representative to agree on the percentage of the work completed during the current month to establish an amount to be requested in the Application for Payment.
10. Contractor shall attend meetings for each phase of work as required below.
11. Contractor shall keep and submit to the City meeting minutes for all Contractor lead meetings, in a format acceptable to the City.

G. DEMOLITION PACKAGE

1. The Contractor shall develop a demolition permit package including the hazardous material plan to be submitted to the local building department during the Preconstruction Phase.

H. PROJECT MANAGEMENT PLAN

1. The Contractor shall arrange and conduct a Project Kick-off meeting, at a time and a place selected by the City's Representative, to discuss procedures to be followed after NTP is issued. For more information refer to Project Criteria Volume 1.
 - a. The purpose of the meeting will be to introduce the City's key personnel and to review the contract provisions, develop the Project Management Plan (PMP), and any other items pertaining to the Project.
2. The PMP will describe the key process, preconstruction, communication procedures, administration, tracking, and maintenance of key project data, and other critical project information related to coordination and management of the Project.



3. During the Kick-off Meeting, the Contractor and the City shall identify all items that must be described and defined in the PMP and set deadlines to have those items adequately described by the Contractor, with any necessary supporting documentation. The PMP will, at a minimum, include or describe a process for the following:
 - a. Any requirement defined in this Exhibit A to be a part or associated with the PMP.
 - b. Contact List
 - c. Communication Plan
 - d. Project Management Platform
 - e. Design Management Plan
 - f. Document Control
 - g. Submittal Schedule
 - h. Quality Assurance/Control Plan
 - i. Site Specific Safety Plan
 - j. Cost Management
 - k. Agency Having Jurisdiction Reviews, backchecks and approval
4. The PDDBE shall also include an overview and plan related to the Contractors approved Project Management Software. The Plan must, at a minimum, include or address the following:
5. Documentation software platform (software) which integrates and centralizes all visual documentation throughout the construction project. Indexing and navigation system which indexes and links photographic documentation to actual construction drawings (project plans) by both date and location. Software-integrated task management tool which supports task association to visual documentation and project plans
6. Preview map or chart of the Project Management application and application tools deployed for the Project
7. A summary of the Document Control Plan, including where and what files will be shared and available to other Project team members, with the Contractor and City.
8. Training Materials and information as required for City employees.

I. SITE INVESTIGATIONS

1. Contractor shall perform all site investigations, surveys, and studies to thoroughly verify all known site conditions, identify unknown conditions, and collect information and data necessary to develop the GMP for the Project.



2. Any destructive testing or exploration during the Preconstruction Phase will need to be patched and/or repaired to the original condition unless directed otherwise by the City. Provide photo documentation of the original condition prior to the destructive investigation work.

J. SPACE PROGRAMMING

1. Contractor shall immediately prepare to start building on the programming contained in the Project Criteria Volumes 2 and 4. This effort is required to define the GMP.
 - a. Contractor shall prepare a schedule of events, dates, and times to meet with the City, City representatives, and stakeholders outlining required participation by City staff. This will be delivered to the City no later than 30 days after NTP.
 - b. Contractor shall coordinate with the City to develop an Agenda and related project information, documentation, and tracking.
2. Consultant shall include a description of the activities, meetings, and information necessary to complete Programming for the Project in the PMP.
3. The Contractor shall hold as many meetings as necessary to complete Programming with stakeholders and City representatives.
4. Contractor shall work with the City's Representative to identify all Project Stakeholders and their level of engagement for programming and design during preconstruction.
5. The City's Representative shall support coordination with Project Stakeholders.
6. Contractor shall provide programming services to define, clarify and refine the project program that will best achieve the City's needs, function, quality, performance, and to confirm the Progressive Design Build Budget and schedule.
7. Contractor shall hold meetings with the City, City representatives, consultants and Project Stakeholders as needed to develop a Project Program that is approved by the City.
 - a. Stakeholder Interviews: Coordinate and perform all interviews of stakeholders as necessary to establish facility and program needs.
 - b. Contractor shall incorporate and implement Change Management, Telework Standards and the impacts to the program.
8. Contractor shall be responsible for preparing a comprehensive space program, including but not limited to, detailed space requirements, room data sheets, blocking and stacking, special tenant requirements, and space plans.
 - a. Provide a spreadsheet listing all proposed program spaces, sizes of areas and rooms, and other square footages as compared to the Project Criteria. Deviations from the provided documents are to be clearly highlighted.



- b. Provide a written description and necessary graphics showing assignable program space (ASF), outlining inclusions/exclusion for net departmental program space (NSF), and measure gross building area (GSF) including measurement method.
- i. All square footage calculations shall be sub-totaled per department, per agency, per floor, and per building.

K. DESIGN

1. Upon receipt of the NTP, the Contractor shall commence the design of the building systems and the preparation of the Construction Documents.
2. Contractor shall provide architectural, engineering, and consulting services as required to construct the Project in all details in accordance with good practice, applicable building codes, and the Project Criteria.
3. Contractor shall complete the programming and obtain final approval from the City.
4. Contractor shall provide a copy of agreements with architects, engineers, and consultants to the City.
5. The necessary design services shall be apportioned into the Preconstruction Phase to support the development of the GMP. Contractor shall manage the services provided so that the transition between phases is seamless. The design services may be provided under either or both contract phases and in many instances will be started in the Preconstruction Phase and completed in the Progressive-Design-Build Phase.
6. Contractor shall meet at least weekly with City, City representatives, and consultants and provide such information as necessary to inform City of the Project design status and obtain City input and approval regarding design issues.
 - a. The Contractor shall be responsible for scheduling and coordinating the participation in these meetings.
7. Provide services to develop a final space program and prepare plan layouts to reflect the requirements of all Project Stakeholders and tenant departments.
8. Design Submissions
 - a. Contractor shall prepare Design Submissions to the level of development consistent with the guidelines provided in the Project Criteria.
 - b. Contractor shall separately identify in writing at the time of each of its formal submissions of Design Documents, any portions thereof that by reason of information contained or omitted constitute deviations from the requirements of the Project Criteria, General Conditions, Project Program, design intent or approved deviations previously approved by City.
 - c. All Design Submissions shall be submitted in a format and file type approved by the City.



- d. Specifications shall not contain restrictions that will limit competitive bids. Where articles, materials, and equipment are identified by brand names, at least two brand names shall be specified, and shall be followed by the words “or equal”. Exceptions shall only be as permitted by California Public Contract Code section 3400.
- e. Design Submissions shall be required to be submitted to the City at the stage of development described below. Construction Documents must be in full compliance with all applicable laws, building codes, ordinances, and other requirements by regulatory authorities.
- f. Provide Basis of Design/Systems Confirmation
 - i. The contractor shall develop and provide a systems confirmation and Basis of Design Submittal with the City as soon as practical after the NTP of the preconstruction to validate the design direction and identify the final Basis of Design for the City’s review and approval. The System Confirmation and the Basis of Design shall be complete for all disciplines. These documents shall depict the materials, equipment, design, layout, and general conditions of each building system in sufficient detail to confirm compliance with the City provided references including but not limited to the Performance Criteria.
 - ii. Design Narrative should be developed with a description of the design approach for the project. Design approach should address the following topics: architectural composition of the interiors (including existing conditions), durable materials palette for interiors and exteriors; Mechanical, Electrical, Plumbing, Fire systems, sustainability, building envelope, and other design concepts. Design narrative may include diagrams, graphic illustrations, conceptual sketches, and ideas, exhibits, and photographic images.
- g. Provide Design Documentation
 - i. Site Plan: Overall site plan including the size and locations of all proposed elements. Provide plans showing the following site elements;
 - Site outdoor furniture and bike racks
 - Vehicle access and signage
 - Types and pavement sections of hardscape, including paving or concrete work
 - Elements consistent with the Classic Mid Century Modern style
 - Offsite improvements
 - Underground utilities
 - Prepare Code Analysis Plans to show compliance with codes including CalGreen, accessibility, and the City of Los Banos.



- ii. Floor Plans: Prepare floor plans of the renovated building. Plans are to indicate room names and square footages of rooms/areas.
 - Prepare Code Analysis Plans to show compliance with codes. Include fire/ life safety analysis, fire rated assemblies, smoke control, accessibility, occupant load analysis for each floor indicating exiting analysis, floor occupant loading, number and width of existing stairs, travel distance, and all egress analysis including calculations as required for review and approval by local Planning and Building departments.
 - Numerical breakdown of net square footage (NSF) to gross square footage (GSF) showing floor plate efficiencies
 - Floor plans for all levels based on space programs. Detail flexibility of floor plates and show “future growth” arrangements.
 - Enlarged room plans for clarity lobbies, stairs, elevator and restrooms showing dimensional clearances as necessary.
 - Access control plans for ground floor to illustrate security and circulation.
 - Floor plans and ceiling plans shall include all building systems and structure as part of the GMP development.
 - Furniture, fixtures, and equipment (FF&E) coordination. FF&E will be provided by the city and installed by the PDBE.
 - Finishes
- iii. Exterior Building Elevations and Sections: Showing all elevations of the Project. Elevations are to denote major elements of the proposed Project and the quality and look of building materials. Demonstrate design consistency with Mid Century Modern style. Enlarged elevations of critical elements are encouraged. Include all exterior building characteristics, including but not limited to building form, surface materials, color, texture, and architectural detailing, with special emphasis on sustainability, maintainability and durability. Building section drawings should be provided to demonstrate that performance criteria for minimum vertical clearances and ceiling heights are coordinated with structural and mechanical systems.
 - Include a detailed rendering of building exterior skin (if modified)
 - Include elevations of proposed exterior skin mockups (if modified)
 - Include large scale details of curtainwall and material transitions (if modified)
 - Include preliminary structural calculations to substantiate that the proposed skin system is capable of withstanding the design loads specified. (if modified)
- iv. 3D Sketches/Renderings: Prepare 3D sketches/renderings with a combination of the building interior and exterior views. Include building characteristics, including but not limited to building form, surface materials, color, texture, and architectural detailing.



- h. All submission of Construction Documents shall be subject to Design Review by the City, City representatives, and consultants.
- i. Review meetings between the Contractor and the City to review the Design Submissions shall be scheduled and held so as not to delay the Work. Such review shall not relieve the Contractor from its responsibilities under the Agreement.
- ii. Such review shall not be deemed an approval or waiver by the City of any deviation from, or of the Contractor's failure to comply with, any provision or requirement of the Contract Documents, unless such deviation or failure has been identified as such in writing in the document submitted by the Contractor and approved in writing by the City.
- iii. Contractor must incorporate, clarify, or reconcile all design review comments provided by the City to the Contractor.

L. GMP (Awarded PDBE only)

- 1. The GMP proposal will include a written statement of its basis which shall include:
 - a. A list of all the documents used to prepare the GMP proposal.
 - b. A list of clarifications and assumptions made by the contractor in preparation of the GMP to supplement the information in the Construction documents
 - c. A detailed breakdown of all Project costs included in the GMP in a format and level of detail approved by the City.
 - d. Any other information required by the City to define or evaluate the GMP.
 - e. The GMP shall be organized by trade buy out categories, contingencies, and other items that comprise the GMP.
 - f. The date of contract completion which the GMP is based, and a schedule of the construction documents issuance upon which the completion date is based.
 - g. Price breakdown of the contractor's fee items including:
 - i. General Conditions
 - ii. General Requirements
 - iii. Design Contingency
 - iv. Construction Contingency
 - v. Bonds and Insurance
 - vi. General Contractor Fee



2. The GMP shall not exceed the Progressive-Design-Build Budget. All redesign costs will be borne by the PDBE.
3. The City will review the GMP Proposal and provide comments.
 - a. The Contractor shall reconcile, incorporate, or respond to all City comments.
 - b. The City will need at least 30 days to review, reconcile, and amend the contract to include the Progressive-Design-Build Phase scope of work.

M. PROJECT CRITERIA

1. During the development of the GMP, the contractor will further develop the Project Criteria using the City provided Project Criteria documents. The contractor shall maintain a log of all changes to the Project Criteria documents and shall submit and review the log with the City during the weekly meetings.
2. The final, conformed Project Criteria documents shall incorporate all approved modifications and relevant supplementary documentation to fully describe the Project upon which the GMP is based. The conformed Project Criteria documents will serve, in part, as the scope of work for the future Progressive-Design-Build Phase of the Project.

N. SUBCONTRACTOR PACKAGE BUYOUT PLAN

1. Contractor shall prepare a subcontractor package buyout plan that includes a description of how they intend to approach subcontractor package buyout to maximize values and meet City procurement requirements. The plan shall outline the trade packages, buyout sequence, and anticipated dates of award. The buyout activities shall be included in the baseline project schedule.

O. OTHER REQUIREMENTS

Deliverables requiring submission and review during the Preconstruction Phase, include, but are not limited to, the following:

1. Executive Summary
2. Project Schedule
3. Cost Estimates
4. Monthly Reports
5. Elevator Evaluation for Compliance
6. Project Management Program
7. Project Program Report
8. Design Documents
9. GMP & Supporting Documents



- 10. Conformed Project Criteria
- 11. Subcontractor Buyout Package Plan
- 12. Commissioning Plan
- 13. Other items as applicable

PROGRESSIVE-DESIGN-BUILD PHASE (NOT IN CONTRACT)

END OF EXHIBIT A



EXHIBIT B. BUDGET DETAIL AND PAYMENT PROVISIONS

A. COMPENSATION

1. The consideration to be paid Contractor, as provided herein, shall be full compensation for all of Contractor's services and expenses, direct or indirect, including costs incidental to providing the services.
2. Total compensation for the work of this Agreement shall not exceed the sum of \$TBD.
3. The total compensation shall be based upon the following amounts when authorized for each phase contemplated under this Agreement exclusive of extra services.
 - a. Preconstruction Phase \$TBD
4. Neither the City's review, approval of, nor payment for any of the services required under this Agreement shall be construed to operate as a waiver of any rights under this Agreement or of any cause of actions arising out of the performance of this Agreement.

B. METHOD OF PAYMENT

1. Application for Payment shall be prepared on a form and in the format provided by the City. Invoice shall include the contract number, the Project number(s), the Amendment number, Contractor's Federal Employer Identification Number (FEIN); and shall be submitted to the City, Project Management and Development Branch, attention of the project director. Application for payment shall not be submitted more frequently than once monthly, in arrears.
2. Application for Payment shall be signed by an officer of the Contractor's firm.
3. Upon receipt and approval of Contractor's invoices, the City agrees to make payment as follows:
 - a. For the Preconstruction Phase

Monthly payment for the percentage of work completed less 5 percent retention; the final 5% shall be paid upon acceptance and approval of the Preconstruction Phase by the City.
4. When the estimated amount to be retained exceeds ten thousand dollars (\$10,000), and the retention continues for a period of 60 days beyond the completion of phased services, upon written request and at the expense of the contractor, the City shall pay the retention earned directly to a state or federally chartered bank in this state, as the escrow agent. (Pub. Contract Code § 6106.5.) See Public Contract Code section 6106.5, subdivision (e), for further requirements pertaining to subcontractors.



C. RATE ADJUSTMENT FOR COMPENSATION

The total compensation is set forth in Article 6 B. and is effective as of the date of approval of this Agreement by the City and shall be for the term of this Agreement. In the event that work is suspended by the City for more than twelve consecutive months, the current compensation for work that has not yet been performed may be adjusted at the City's sole discretion by no more than the Consumer Price Index for the duration of the suspension. However, the adjustment, if granted, shall never exceed three percent (3%) per year, and be calculated from the first year of the suspension and not from the effective date of the contract.



EXHIBIT B-1 CONTRACTOR'S TEAM

Firm	Function/Discipline
Enter Name of Company	Contractor/Progressive-Design-Build Entity
Enter Name of Company	Architect of Record
Enter Name of Company	Associate Architect
Enter Name of Company	
Enter Name of Company	
Enter Name of Company	
Enter Name of Company	Mechanical Engineer of Record & D B Subcontractor
Enter Name of Company	Plumbing Engineer of Record & D B Subcontractor
Enter Name of Company	Electrical Engineer of Record & D B Subcontractor
Enter Name of Company	
Enter Name of Company	This refers to the Acoustical Consultant
Enter Name of Company	
Enter Name of Company	
Enter Name of Company	
Enter Name of Company	



EXHIBIT C. GENERAL TERMS AND CONDITIONS

A. APPROVAL

This Agreement is of no force or effect until signed by both parties and approved by the City if required. Contractor may not commence performance until such approval has been obtained.

B. AMENDMENT

No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties, and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.

C. ASSIGNMENT

This Agreement is not assignable by the Contractor, either in whole or in part, without the consent of the City in the form of a formal written amendment.

D. INDEMNIFICATION:

To the fullest extent permitted by law in accordance with California Civil Code Sections 2782 and 2782.8, PD BE shall protect, indemnify, defend and hold harmless City, its Council members, officers, employees and agents (each an “Indemnified Party”) from and against any and all demands, claims, or liabilities of any nature, including death or injury to any person, property damage or any other loss, including all costs and expenses of whatever nature including attorneys fees, experts fees, court costs and disbursements (“Claims”) that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the PD BE, its officers, employees, agents or contractors under this Agreement, regardless of whether or not it is caused in part by an Indemnified Party.

E. Notwithstanding the above, nothing in this section shall be construed to require PD BE to indemnify an Indemnified Party from Claims arising from the active negligence, sole negligence, or willful misconduct of an Indemnified Party.

F. PD BE shall pay City for any costs City incurs to enforce this provision. Nothing in the Contract Documents shall be construed to give rise to any implied right of indemnity in favor of PD BE against City or any other Indemnitee.

G. Pursuant to Public Contract Code Section 9201, City shall timely notify PD BE upon receipt of any third-party claim relating to the Contract.

H. The acceptance of PD BE’s services and duties by City shall not operate as a waiver of the right of indemnification. The provisions of this Section shall survive the expiration or termination of this Agreement."DISPUTES

Contractor shall continue with the responsibilities under this Agreement during any dispute.



I. TERMINATION

1. The City reserves the right to terminate this Agreement upon thirty (30) days written notice to the Contractor.
2. If the Agreement is terminated for convenience, the Contractor will be compensated for cost incurred up to the notice of the termination. In no event shall payment for such costs exceed the current contract amount. All costs shall be subject to audit by the City.
3. The City may immediately terminate this agreement and be relieved of the payment of any consideration to Contractor should Contractor fail to perform the covenants herein contained at the time and in the manner herein provided. In the event of such termination, the City may proceed with the work in any manner deemed proper by the City. The cost to the City shall be deducted from any sum due the Contractor under this agreement, and the balance, if any, shall be paid the Contractor upon demand.
4. In the event of termination, whether for convenience or failure to perform, the Contractor shall deliver forthwith to the City all finished or unfinished studies, reports, special forms, schedules, designs, data, surveys, calculations, drawings, maps, models, photographs, electronic files and any other information pertaining prepared by the Contractor under the terms of this Agreement.
5. Thereafter, if the City should determine to complete the original Project or substantially the same Project, the City shall have the right to use any original tracings, drawings, calculations, specification estimates and other construction documents prepared under this Agreement by Contractor who shall make them available to State upon request without additional compensation.

J. INDEPENDENT CONTRACTOR

Contractor, and the agents and employees of Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the City.

K. RECYCLING CERTIFICATION

Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of recycled content, both post-consumer waste and secondary waste as defined in the Public Contract Code sections 12161 and 12200, in materials, goods, or supplies offered or products used in the performance of this Agreement, regardless of whether the product meets the required recycled product percentage as defined in the Public Contract Code sections 12161 and 12200. Contractor may certify that the product contains zero recycled content. (Pub. Contract Code §§ 10233, 10308.5, 10354.)



- L. NON-DISCRIMINATION CLAUSE: During the performance of this Agreement, Contractor and its subcontractors shall not deny the contract's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. Contractor shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12900 et seq.), the regulations promulgated thereunder (Cal. Code Regs., tit. 2, §11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code §§11135-11139.5), and the regulations or standards adopted by the awarding state agency to implement such article. Contractor shall permit access by representatives of the Department of Fair Employment and Housing and the awarding state agency upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or Agency shall require to ascertain compliance with this clause. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. (See Cal. Code Regs., tit. 2, §11105.)

Contractor shall include the non-discrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

- M. CERTIFICATION CLAUSES: the CONTRACTOR CERTIFICATION CLAUSES contained in the document CCC 04/2017 are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.

N. TIMELINESS

Time is of the essence in this Agreement.

O. COMPENSATION

The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.

P. GOVERNING LAW

This contract is governed by and shall be interpreted in accordance with the laws of the State of California.

Q. ANTITRUST CLAIMS

Contractor by signing this agreement hereby certifies that if these services or goods are obtained by means of a competitive bid, the Contractor shall comply with the requirements of the Government Codes sections set out below.



1. The Government Code chapter on antitrust claims contains the following definitions:
 - a. "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the City or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of section 16750 of the Business and Professions Code.
 - b. "Public purchasing body" means the State or the subdivision or agency making a public purchase. (Gov. Code § 4550.)
2. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it shall assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. § 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. (Gov. Code § 4552.)
3. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. (Gov. Code § 4553.)
4. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. (Gov. Code § 4554.)

R. CHILD SUPPORT COMPLIANCE ACT

"For any Agreement more than \$100,000, the Contractor acknowledges in accordance with, that:

1. Contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 of Part 5 of Division 9 of the Family Code (commencing with section 5200); and
2. Contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department."

S. UNENFORCEABLE PROVISION

If any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.



T. LICENSING

Contractor, shall, without expense to the City be responsible for obtaining and maintaining any licenses and permits and for complying with any applicable Federal, State, and municipal laws, codes, and regulations, as necessary for the prosecution of Contractor's work.

U. RELEASE OF INFORMATION

Contractor shall not make any public information release in connection with services performed under this Agreement without advance written permission of the City.

V. OWNERSHIP OF MATERIALS

1. All materials and documents developed in the performance of this Agreement are the property of the City. The City shall have unlimited rights, for the benefit of the City, in all drawings, designs, specifications, notes and other work developed in the performance of this Agreement, including the right to use same on any other City work at no additional cost to the City. Contractor agrees to and does hereby grant to the City a royalty-free license to all such data which Contractor may cover by copyright and to all designs as to which Contractor may assert any rights or establish any claim under the patent or copyright laws. Contractor agrees to furnish and to provide access to the originals or copies of all such materials upon the request of the City. The City agrees to make no demand on Contractor for responsibility for the City's use of such materials for any other City work which is not the subject of an agreement between the City and Contractor for such use. In the event the Contractor does not act as the Progressive-Design-Builder, the City agrees to make no demand on Contractor for responsibility for the City's use of materials, that are not developed to establish the Performance Criteria for the Project, with any other Progressive-Design-Build contractor.
2. If the Contractor performs the work required under this Agreement with the assistance of (CAD) Technology, the Contractor shall deliver to the City, on request, a copy that contains the design files and shall specify format and the supplier of the software and hardware necessary to use the design files.
3. The City does not assume any obligation to employ the Contractor's services or pay Contractor royalties of any type as to future programs which may result from the work performed under this Agreement.

W. WAIVER

No waiver of any condition, requirement or right expressed in this Agreement shall result from any forbearance of the City to declare a default.



X. BROKERAGE OR CONTINGENT FEES

Contractor warrants by execution of this Agreement, that no person or selling agency has been employed or retained to solicit or secure this Agreement upon understanding or agreement for a commission, percentage, brokerage or contingent fee, excepting bona fide employees or established commercial or selling agencies maintained by Contractor for the purpose of securing business. For breach or violation of this warranty, the City shall, in addition to other remedies provided by law, have the right to terminate this Agreement without liability, paying only for the work actually performed, or otherwise recover the full amount of such commission, brokerage or contingent fee.

Y. RELEASE OF CLAIMS

The acceptance by the Contractor of final payment shall be and shall operate as a release to the City of all claims and all liability to the Contractor for everything done or furnished in connection with this Agreement and for every act and neglect of the City and others relating to or arising out of this Agreement.

Z. INSURANCE REQUIREMENTS

Note: The term “Vendor” is used as a placeholder in the following language examples. Depending on the agreement and/or scope of work, alternate terms of Contractor, Consultant, Provider, Professional, Service Provider, or Hauler may be more applicable. Below are typically required insurance coverages.

Commercial General Liability

1. Vendor shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office (ISO) form CG 00 01, in an amount not less than \$5,000,000.00 per occurrence, \$5,000,000.00 general aggregate, and \$5,000,000.00 products and completed operations. The policy shall include a per project or per location general aggregate endorsement. If a per project/location endorsement is not available, the limit for the general aggregate shall be doubled.
2. The policy shall allow and be endorsed as primary and not seek contribution from the City’ s coverage.
3. The policy(s) shall provide and be endorsed to include, the City, its officers, officials, employees, agents, and volunteers as additional insureds on ISO form CG 20 10 (or equivalent) for ongoing operations, and, for construction or service agreements, ISO form CG 20 37 (or equivalent) for completed operations.
4. Any failure to comply with reporting provisions of the policies by Vendor shall not affect coverage provided to the City.
5. Coverage shall state that Vendor’ s insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer’ s liability.



6. Coverage shall allow and be endorsed to include a waiver of subrogation in favor of the City and its officers, officials, employees, and agents.

Business Automobile Liability

1. Vendor shall provide auto liability coverage for owned, non-owned, and hired autos using ISO Business Auto Coverage form CA 00 01 (or equivalent) with a limit of not less than \$5,000,000.00 per accident.
2. The policy shall provide and be endorsed that the City, its officers, officials, employees, agents, and volunteers are included or named as additional insureds.
3. The policy shall allow and be endorsed to include a waiver of subrogation in favor of the City, its officers, officials, employees, and agents.

Umbrella or Excess Liability

1. The limits of liability for commercial general liability and automobile liability may be provided through a combination of primary and umbrella or excess liability policies provided each policy complies with the requirements set forth in this agreement. Excess policies shall be follow-form to the underlying policies. Umbrella or excess policies shall include City and its officers, officials, employees, agents, and volunteers as additional insured.

Workers' Compensation and Employers' Liability - Statutory

1. Vendor shall, at its sole cost and expense, maintain Statutory Workers' Compensation Insurance and Employer's Liability Insurance for all persons employed directly or indirectly by Vendor. The Statutory Workers' Compensation Insurance and Employer's Liability Insurance shall be provided with limits of not less than \$1,000,000 each accident, \$1,000,000 by disease-policy limit, and \$1,000,000 by disease-each employee. No proprietor, partner, executive officer, or member shall be excluded. In the alternative, Vendor may rely on a self-insurance program to meet those requirements, but only if the program of self-insurance complies fully with the provisions of the California Labor Code. Determination of whether a self-insurance program meets the standards of the California Labor Code shall be solely in the discretion of City.
2. The insurer, if insurance is provided, or Vendor, if a program of self-insurance is provided, shall allow, and be endorsed to waive all rights of subrogation against City and its officers, officials, employees, agents, and volunteers.
3. The requirement to maintain Statutory Worker's Compensation and Employer's Liability Insurance may be waived by the City upon written verification that Vendor does not have any employees.

Builders Risk Insurance a. Builders Risk/Course of Construction insurance.

1. The coverage shall be written for an amount equal to the initial contract amount plus the value of any subsequent change orders. Policy shall be provided for replacement value on an "all-risk" or special causes of loss basis, including earthquake and flood. The City shall be named as Loss Payee on the policy and there shall be no coinsurance penalty provision in any such policy.



Policy must include coverage for debris removal, and insure the building(s), structures, machinery, equipment, materials, facilities, fixtures, and all other properties constituting a part of the project. The limits shall be sufficient to ensure the full replacement value of any property or equipment stored either on or off the project site or in transit. Such insurance shall be on a form acceptable to City to ensure adequacy of terms and limits. The policy shall allow for and include a waiver of subrogation endorsement in favor of the Insureds.

2. Vendor shall not be required to maintain property insurance for any portion of the Project following transfer of control thereof to City.
3. The Vendor shall be the named insured, and the City and subcontractors of any tier shall be named as insureds. d. The policy shall allow and be endorsed to include a waiver of subrogation in favor of the City, its officers, officials, employees, and agents.

Installation Floater

1. For construction work not eligible for a builder's risk policy, Vendor, shall provide an installation floater, covering the work performed under the contract or agreement, on a form at least as broad as Insurance Services Offices, Inc. (ISO) Causes of Loss - Special Form. The policy shall cover the labor, materials, and equipment, including materials and equipment in transit or away from the project site, to be installed in the existing structure(s). The coverage shall be written for an amount equal to the initial contract amount plus the value of any subsequent change orders. The policy shall allow for or include a waiver of subrogation in favor of the Insureds.

Professional Liability

2. Vendor shall maintain professional liability insurance that insures against professional errors and omissions that may be made in performing professional services in the minimum amount of \$5,000,000.00 per claim and in the aggregate. Any policy inception date, continuity date, or retroactive date must be before the effective date of the start of work, and Vendor agrees to maintain continuous coverage through a period no less than three (3) years after completion of the work.

All Coverages

1. Any available insurance proceeds broader than, or in excess of the specified minimum insurance coverage requirements and/or limits shall be available to the additional insureds. Furthermore, the requirements for coverage and limits shall be (1) the minimum coverage and limits specified; or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the named insured; whichever is greater. No representation is made that the minimum insurance requirements are sufficient to cover the obligations of the Vendor.



2. Each required insurance policy shall be endorsed to state that coverage shall not be cancelled except after thirty (30) days' prior written notice, has been given to the City, except that ten (10) days' prior written notice shall apply in the event of cancellation for nonpayment of premium. If a carrier will not provide the required notice of cancellation, the Vendor shall provide written notice to the City of a cancellation no later than 3 business days before cancellation.
3. All self-insurance, self-insured retentions, and deductibles must be declared and approved by the City.
4. Evidence of Insurance - Prior to commencement of work, the Vendor shall furnish the City with certificate(s) of insurance evidencing compliance with the insurance requirements above. All required endorsements shall be attached to the certificate(s), including additional insured, waiver of subrogation, primary coverage, and notice of cancellation endorsements. The Vendor shall provide complete or certified copies of all required insurance policies if requested by the City.
5. Acceptability of Insurers - Insurance shall be placed with insurers admitted in the State of California and with an AM Best rating of A- VII or higher.
6. Hired Parties - Vendors who will use subcontractors or other parties to provide materials, services, or perform construction or other work for the Vendor must enter into a written and executed contract or agreement with each of its subcontractors, vendors, agents, subconsultants and/or any other parties, collectively, "hired parties". The contract or agreement must contain a defense, indemnification and hold harmless provision in favor of the City and its officers, officials, employees, and agents. The contract or agreement shall also cause the hired parties to comply with the insurance requirements required of the Vendor, including providing an additional insured endorsement for ongoing and completed operations in favor of the City and its officers, officials, employees, and agents. Vendor shall obtain certificates of insurance and additional insured endorsements from each of its hired parties and provide a copy to City upon request.



INDEMNIFICATION:

To the fullest extent permitted by law in accordance with California Civil Code Sections 2782 and 2782.8, PDBE shall protect, indemnify, defend and hold harmless City, its Council members, officers, employees and agents (each an “Indemnified Party”) from and against any and all demands, claims, or liabilities of any nature, including death or injury to any person, property damage or any other loss, including all costs and expenses of whatever nature including attorneys fees, experts fees, court costs and disbursements (“Claims”) that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the PDBE, its officers, employees, agents or contractors under this Agreement, regardless of whether or not it is caused in part by an Indemnified Party.

Notwithstanding the above, nothing in this section shall be construed to require PDBE to indemnify an Indemnified Party from Claims arising from the active negligence, sole negligence, or willful misconduct of an Indemnified Party.

PDBE shall pay City for any costs City incurs to enforce this provision. Nothing in the Contract Documents shall be construed to give rise to any implied right of indemnity in favor of PDBE against City or any other Indemnitee.

Pursuant to Public Contract Code Section 9201, City shall timely notify PDBE upon receipt of any third-party claim relating to the Contract.

AA. The acceptance of PDBE’ s services and duties by City shall not operate as a waiver of the right of indemnification. The provisions of this Section shall survive the expiration or termination of this Agreement."COMPUTER SOFTWARE USE

Contractor certifies that it has appropriate systems and controls in place to ensure that city funds shall not be used in the performance of this contract for the acquisition, operation, or maintenance of computer software in violation of copyright laws.

BB. SUBCONTRACTING

Nothing contained in this Agreement or otherwise, shall create any contractual relation between the City and any Subcontractors, and no sub agreement shall relieve Contractor of its responsibilities and obligations hereunder. Contractor agrees to be as fully responsible to the City for the acts and omissions of its Subcontractors as it is for the acts and omissions of persons directly employed by Contractor. Contractor’s obligation to pay its Subcontractors is an independent obligation from the City’s obligation to make payments to Contractor.

CC. ADDITIONAL PROVISIONS

1. General:

- a. These additional provisions shall apply to all work performed under the agreement by Contractor’s own organization and with the assistance of workers under Contractor’s immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.



- b. Except as otherwise provided for in each Section, Contractor shall insert in each subcontract all the stipulations contained in these required Additional Provisions, and further require their inclusion in any subcontract. The required Additional Provisions shall not be incorporated by reference in any case. Contractor shall be responsible for compliance by any subcontractor with these required Additional Provisions.
 - c. A breach of any of the stipulations contained in these required Additional Provisions shall be sufficient grounds for termination of the Agreement.
 - d. A breach of Additional Provisions, Section a, "General", paragraph 2 may also be grounds for debarment as provided in 29 CFR 5.12.
2. Hours of Work:
- a. Contractor to compensate contractor's/subcontractors' workers at a rate of one and one-half times the basic rate of pay for work performed in excess of eight hours per day/40 hours per week. Contractor or its subcontractor(s), as appropriate, shall forfeit \$25, as a penalty to the City, for each worker employed in the execution of the contract by the respective contractor or subcontractor for each calendar day during which that worker is required or permitted to work more than eight hours in any one calendar day and 40 hours in any one calendar week in violation of the provisions of Labor Code Sections 1810 through 1815.

Contractor shall perform work within an 8-hour shift (excluding lunch break) unless requested and approved in writing by the City's Representative to work additional hours (overtime).

**EXHIBIT C-1 CERTIFICATIONS**

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

Contractor/Bidder Firm Name (Printed)		Federal ID Number
By (Authorized Signature)		
Printed Name and Title of Person Signing		
Date Executed	Executed in the County of	

CONTRACTOR CERTIFICATION CLAUSES**A. STATEMENT OF COMPLIANCE**

Contractor has, unless exempted, complied with the non-discrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 11102) (Not applicable to public entities.)

B. DRUG-FREE WORKPLACE REQUIREMENTS

Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

1. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.
2. Establish a Drug-Free Awareness Program to inform employees about:
 - a. the dangers of drug abuse in the workplace
 - b. the person's or organization's policy of maintaining a drug-free workplace
 - c. any available counselling, rehabilitation and employee assistance programs
 - d. penalties that may be imposed upon employees for drug abuse violations
3. Every employee who works on the proposed Agreement will:
 - a. receive a copy of the company's drug-free workplace policy statement
 - b. agree to abide by the terms of the company's statement as a condition of employment on the Agreement



C. NATIONAL LABOR RELATIONS BOARD CERTIFICATION

Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.)

D. CONTRACTS FOR LEGAL SERVICES \$50,000 OR MORE – PRO BONO REQUIREMENT

Contractor hereby certifies that Contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

E. LABOR CODE/WORKERS' COMPENSATION

Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

F. AMERICANS WITH DISABILITIES ACT

Contractor assures the City that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)



EXHIBIT D. PREVAILING WAGE REQUIREMENT

The Contractor shall comply with Labor Code Sections 1774 and 1775. Pursuant to Section 1774, the Contractor and every subcontractor, regardless of tier, shall pay not less than the specified prevailing wage rates to all workers employed in the execution of the Contract. In accordance with Section 1775, the Contractor shall forfeit to the City up to \$200 for each day, or portion thereof, for each worker paid less than the prevailing wage rates for the work or craft in which the worker is employed for any work executed under the Contract by the Contractor or by any subcontractor, regardless of tier, in violation of the provisions of the Labor Code; and, in particular, Labor Code Sections 1770 to 1780, inclusive. In addition to such forfeiture, the difference between such stipulated prevailing wage rates and the amount paid to each worker for each day, or portion thereof, shall be paid to each underpaid worker by the Contractor. This provision shall not apply to properly registered apprentices.

- A. Pursuant to Labor Code, Section 1770, the Director of the Department of Industrial Relations (DIR) has ascertained the general prevailing rate of per diem wages and a general prevailing rate for legal holiday and overtime work for each craft required for execution of the Contract. The Contractor shall obtain copies of the prevailing rate of per diem wages from:

Department of Industrial Relations
Division of Labor Statistics & Research
PO Box 420603
San Francisco, CA 94142-0603
(415) 703-4780

Or wage rates may be accessed on the internet at

http://www.dir.ca.gov/DLSR/statistics_research.html.

The Contractor is responsible to read, understand and comply with all the guidelines, including the fine print in the prevailing wage determinations; and shall post a copy of the prevailing wage rates, specific to the Project, at the Project site.

- B. Wage rates set forth are the minimum that may be paid by the Contractor. Nothing herein shall be construed as preventing the Contractor from paying more than the minimum rates set. No extra compensation will be allowed by the City due to the inability of the Contractor to hire labor at minimum rates, nor for necessity for payment by the Contractor of subsistence, travel time, overtime, or other added compensations, all of which possibilities are elements to be considered and ascertained to the Contractor's own satisfaction in preparing their Cost Sheet at the time of the bidding opportunity and will be applicable for the term of the contract.
- C. If it becomes necessary to employ crafts other than those listed in DIR's General Prevailing Wage Rate booklet, the Contractor shall contact the Division of Labor Statistics and Research as noted above. The rates thus determined shall be applicable as minimum for the contract and incorporated in the Cost Sheet. When the wage determination shows an expiration date (noted by a double asterisk**), to expire during the term of the contract, the Contractor must call or write the DIR to obtain the new rates and will have incorporated them into their Cost Sheet at the time of the bidding opportunity and will then be applicable for the term of the contract.



- D. The Contractor and each subcontractor, regardless of tier, shall keep an accurate payroll record showing the names, addresses, social security numbers, work classifications, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by the Contractor and/or subcontractor in connection with the Work. Payroll records shall be certified and shall be on forms provided by the Division of Labor Standards Enforcement or shall contain the same information as those forms. The Contractor's and subcontractor's certified payroll records for each employee shall be submitted with each payment request, covering the period of the payment request unless requested otherwise by the Labor Commissioner of the Department of Industrial Relations pursuant to Labor Code Section 1771.4(c)(2)(b). If this contract was awarded on or after April 1, 2015, monthly payrolls should be sent directly to the Department of Industrial Relations in the current prescribed electronic format. Refer to <http://www.dir.ca.gov/Public-Works/PublicWorks.html> for access to the electronic Certified Payroll (eCRP) Application.
- E. Labor Compliance Monitoring and Enforcement: This project is subject to monitoring and enforcement by the Department of Industrial Relations (DIR), Compliance Monitoring Unit if awarded after January 1, 2015. All Contractors and subcontractors, regardless of tier, shall be required to comply with the Monitoring and Enforcement Program, including, but not limited to, contractor registration, submittal of electronic certified payroll reports directly to the DIR and cooperation with on-site monitoring by DIR personnel. Refer to Labor Code 1771.4 et seq.

VII. PROJECT CRITERIA

A. Project Criteria

1. Volume 1 - Contract Requirement
2. Volume 2 - Design Guidelines
3. Volume 3 - Specifications
4. Volume 4 – Appendices – See attachment A. Existing Floor Plans
5. References

No technical questions pertaining to the Project Criteria will be reviewed, accepted, or answered during the RFQ period. The Project Criteria document is provided for reference only. All questions pertaining to the Project Criteria will be answered during the Preconstruction Phase only and only with the selected Progressive-Design-Build Entity.

END OF REQUEST FOR QUALIFICATIONS