

CITY OF EL CERRITO



PRE-QUALIFICATION QUESTIONNAIRE FOR PROSPECTIVE DESIGN/BUILD ENTITIES

Recycling Center and Environmental Resource Center

CITY OF EL CERRITO

May 3, 2010

**PRE-QUALIFICATION QUESTIONNAIRE
FOR
PROSPECTIVE DESIGN/BUILD ENTITIES**

**CITY OF EL CERRITO
Recycling Center and
Environmental Resource Center**

**PART A
MANDATORY REQUIREMENTS**

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**PART A
MANDATORY REQUIREMENTS**

Notice to Design/Build Entities

1. PROJECT SCOPE

The City of El Cerrito (hereinafter "the City") intends to contract with a Design/Build Entity to design and construct a new Recycling Center and Environmental Resource Center ("Center"). The new Center will replace the existing center on the same 1.93-acre site at 7501 Schmidt Lane, and provide a high-performing, highly sustainable, and attractive facility that supports waste reduction, reuse, recycling, climate protection and pollution prevention goals for the City. The Center will support the City's curbside recycling operations, community drop-off of other recyclables, and other environmental programs. The value of the Design/Build Contract will be approximately \$2,500,000.

The Pre-Qualification Application and other documents including addenda will be posted to the City website, <http://www.el-cerrito.org/business/bids.html> - documents will also be posted at Plan Rooms throughout the San Francisco Bay Area. For information, please contact John Baker of Swinerton Management & Consulting **via e-mail only** at jbaker@swinerton.com. Please include in your request Company Name, Contact Person, Mailing Address, valid e-mail address, telephone and fax numbers.

2. PROCESS AND INFORMATION

Enabling Legislation: Per Section 20175.2 of Public Contract Code, the City of El Cerrito has the statutory authority to deliver projects using an alternative method of bidding and building construction projects in excess of \$1 million. This alternative method is commonly referred to as 'Design/Build.' This pre-qualification questionnaire is the first step in the selection process outlined in Section 20175.2, with the following timetable, subject to change:

- 5/3/10: Pre-qualification Questionnaire issued
- 5/11/10: Non-mandatory Pre-qualification Conference and Site Visit
- 5/27/10: Pre-qualification Questionnaire due

City of El Cerrito
Recycling Center and Environmental Resource Center
Updated: 5/4/2010 2:21 PM

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- June 2010: Select pre-qualified firms; issue Request For Proposals
- August 2010: Proposals due
- September 2010: Award Design/Build Contract
- Spring 2011: Commence construction at site

Submittal Process: The City of El Cerrito will receive, no later than 2:00 PM, May 27, 2010 at City Hall, 10890 San Pablo Avenue, El Cerrito, CA 94530, a sealed envelope with five (5) copies of the Pre-Qualification Questionnaire for approval to compete for the new Recycling Center and Environmental Resource Center to be constructed on the 1.93-acre site of the existing Recycling Center on Schmidt Lane. Only Design/Build Entities with a California Class "A" or "B" General Contractors license and who have been approved through this pre-qualification process will be eligible to compete for the project. All Pre-Qualification Questionnaires shall be made on the attached form furnished by the City.

Each applicant must conform with and be responsive to the standard Questionnaire provided by the City. All members of the Design-Build Entity's team must be determined to be pre-qualified. Any Team member determined not to be pre-qualified will result in a determination of "Not Pre-qualified" for the Design-Build Entity. Any deviation from the standard application form or failure to provide the required information will be considered non-responsive and grounds for rejection of the application. The City reserves the right to reject any or all pre-qualification applications and to waive any irregularities in any responses received in its sole discretion. Pre-qualification submittals for past projects with the City of El Cerrito or for other public agencies are not applicable. A new Pre-qualification submittal is required to be considered for this advertised project.

Pre-qualification Conference: A non-mandatory Pre-qualification Conference will be held on May 11, 2010 at 2:00 PM at El Cerrito City Hall, 10890 San Pablo Ave, El Cerrito, CA 94530. A tour of the project site will follow at 3:30 PM. Although not required, attendance at the pre-qualification conference is highly recommended for Design/Build Entities attempting to become pre-qualified to compete for this advertised project. Those planning to attend the conference should allow ample time to find a parking space and walk to the meeting location.

Requests for Information: Applicants may submit requests for information, via e-mail only to jbaker@swinerton.com, up to 5:00 PM on Wednesday, May 19, 2010. All requests for Information and responses will be issued via Addenda. All addenda will be posted to the City's website and posted to Plan Rooms throughout the San Francisco Bay Area.

Requirements for Pre-Qualification: The City's evaluation is solely for the purpose of determining which contractors are deemed responsible and qualified. Pre-qualification of applicants will be reviewed and determined by the City based upon the submitted Pre-Qualification Questionnaire, and any other information available to the City. The City may request a contractor to submit additional information pertinent to the Questionnaire. The City also reserves the right to investigate and rely upon information from other available sources in addition to any documents or information submitted by the Applicant.

The City retains the sole discretion to determine issues of compliance and to determine whether a bidder is responsive and responsible. The City will determine a contractor's quality, fitness and capacity to perform projects satisfactorily. The City's decision on pre-qualification will be based on the evaluation of several factors including but not limited to the following:

- Demonstrated Experience on comparable projects
- Experience of Key Personnel
- Licensing and Registration requirements
- Claims, Litigation and Arbitration History
- Disqualification from Previous Projects
- Compliance with Statutory Requirements and Safety Record
- Insurance Requirements
- Bonding Requirements
- Financial Information
- Attendance at the mandatory Pre-qualification conference

Pre-qualification will be based on meeting the Mandatory Requirements set forth in Part A, and a point accumulation process for Part B, Relevant Experience. Points will be assigned to each Design-Build Entity seeking to pre-qualify. The firms that accumulate the most points through the pre-qualification process will be issued a formal Request for Proposal.

Design Consultants: Information regarding Design Consultants is required to be submitted in Part A, Mandatory Requirements.

Request for Proposal: A Request for Proposal (RFP) will be issued to the pre-qualified Design-Build Entities. The RFP will include the following:

- Program/Scope Requirements
- Design Criteria
- Form of Technical Proposal
- Submittal Requirements
- CEQA compliance information
- Code Requirements
- Timeline
- Soils Report(s)
- Hazardous Materials Report(s)
- Stipend (TBD)

Additional information regarding the submittal requirements will be provided at the Pre-qualification conference.

Award: The contract for this design-build project will be awarded to the pre-qualified Design/Build Entities submitting a responsive bid for that project that provides for the "best value" to the City as defined in Section 20175.2 of Public Contract Code. It is the City's intent to present a project based on a stipulated sum and best value enhancements.

Contract Requirements: Design/Build Entities are advised that this specific project is subject to and must fully comply with all of the requirements of the Request for Proposal documents including, but not limited to, the provision of a Payment Bond and a Performance Bond. The bonds shall be in the form of surety bonds issued by a corporation licensed in the State of California and satisfactory to both the City and its agents. Sureties must be California State registered Class "A" Securities. In accordance with provisions of Public Contract Code Section 22300, substitution of eligible and equivalent securities for any monies withheld to ensure performance under this contract will be permitted at the request and expense of the Contractor.

Prevailing Wage Requirements: Contractors are further informed that they will be subject to and must comply with all of the requirements under the California Labor Code to pay the general prevailing rate of per diem wages and for holiday and overtime work to all workers employed by the contractor. Copies of prevailing rates of per diem wages are available from the Department of Industrial Relations, State of California.

Confidentiality: The information contained in these questionnaires and the financial statements provided to the City of El Cerrito are not public records and shall not be open to public inspection; however, records of the names of contractors applying for prequalification status shall be public records subject to disclosure. The City will maintain the confidentiality of these records to the extent permitted by law. In the event a third party requests these confidential records, the City will notify the affected contractor, and it shall be the contractor's responsibility to defend the City in any action to compel disclosure of the contractor's confidential information.

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**PART A
MANDATORY REQUIREMENTS**

3. DECLARATION

**IMPORTANT – READ AND COMPLETE PART A – MANDATORY
REQUIREMENTS BEFORE SIGNING.**

Design/Build Entity must sign declaration below, in addition to specific declarations as required, that the information provided in PART A – MANDATORY REQUIREMENTS is true and correct.

I, _____, authorized agent of the Design/Build Entity,

_____ (Design/Build Entity), hereby declare, under penalty of perjury under the laws of the State of California, that the information provided in PART A -MANDATORY REQUIREMENTS is true and correct.

Signed: _____ Dated: _____

4. DESIGN / BUILD TEAM

Name of Design/Build Entity: _____

Identify the firms proposed for this Design Build team:

D/B Entity Role	Firm/Address	Primary Contact
General Contractor	_____ _____ _____	_____
Architect	_____ _____ _____	_____
Structural Engineer	_____ _____ _____	_____
Mechanical Engineer	_____ _____ _____	_____
Civil Engineer	_____ _____ _____	_____
Other Firm	_____ _____ _____	_____
Other Firm	_____ _____ _____	_____
Other Firm	_____ _____ _____	_____

[ATTACH ADDITIONAL SHEETS AS REQUIRED]

5. LICENSURE

- A. All Design/Build Entities must have a **General Contractor** actively licensed in the State of California. Provide the following information.

Contractor's State of California A or B License Number, name under which license is held, and expiration date:

License No. _____ Name: _____ Exp. Date: _____

1. Has this license ever been revoked?

Yes _____ No _____

If so, please explain each incident below or on a separate attachment:

2. Has a complaint ever been filed with the Contractor's State License Board against your company that required a formal hearing or inquiry?

Yes _____ No _____

If so, please explain each incident below or on a separate attachment:

3. Has the General Contractor ever been debarred by any public agency in the State of California?

Yes _____ No _____

If so, please explain each incident below or on a separate attachment:

4. Has the General Contractor ever been sued by a public agency for violation of the Federal or California False Claims Act in the State of California, regardless of disposition of the action?

Yes _____ No _____

If so, please explain each incident below or on a separate attachment:

[ATTACH ADDITIONAL SHEETS AS REQUIRED]

5. LICENSURE (continued)

- B. All Design/Build Entities must have an **Architect** actively licensed in the State of California. Provide the following information.

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

License No. _____ Name: _____ Exp. Date: _____

1. Has this license ever been revoked?

Yes _____ No _____

If so, please explain each incident below or on a separate attachment:

2. Has a complaint ever been filed with the Contractor's State License Board against your company that required a formal hearing or inquiry?

Yes _____ No _____

If so, please explain each incident below or on a separate attachment:

3. Has the Architect ever been debarred by any public agency in the State of California?

Yes _____ No _____

If so, please explain each incident below or on a separate attachment:

4. Has the Architect ever been sued by a public agency for violation of the Federal or California False Claims Act in the State of California, regardless of disposition of the action?

Yes _____ No _____

If so, please explain each incident below or on a separate attachment:

[ATTACH ADDITIONAL SHEETS AS REQUIRED]

5. LICENSURE (continued)

- C. All Design/Build Entities must include a **Structural Engineer** licensed in the State of California. Provide the following information:

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

License No. _____ Name: _____ Exp. Date: _____

1. Has this license ever been revoked?

Yes _____ No _____

If so, please explain each incident below or on a separate attachment:

2. Has a complaint ever been filed with the Contractor's State License Board against your company that required a formal hearing or inquiry?

Yes _____ No _____

If so, please explain each incident below or on a separate attachment:

3. Has the Structural Engineer ever been debarred by any public agency in the State of California?

Yes _____ No _____

If so, please explain each incident below or on a separate attachment:

4. Has the Structural Engineer ever been sued by a public agency for violation of the Federal or California False Claims Act in the State of California, regardless of disposition of the action?

Yes _____ No _____

If so, please explain each incident below or on a separate attachment:

[ATTACH ADDITIONAL SHEETS AS REQUIRED]

5. LICENSURE (continued)

- D. All Design/Build Entities must include a **Mechanical Engineer** licensed in the State of California. Provide the following information:

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

License No. _____ Name: _____ Exp. Date: _____

1. Has this license ever been revoked?

Yes _____ No _____

If so, please explain each incident below or on a separate attachment:

2. Has a complaint ever been filed with the Contractor's State License Board against your company that required a formal hearing or inquiry?

Yes _____ No _____

If so, please explain each incident below or on a separate attachment:

3. Has the Mechanical Engineer ever been debarred by any public agency in the State of California?

Yes _____ No _____

If so, please explain each incident below or on a separate attachment:

4. Has the Mechanical Engineer ever been sued by a public agency for violation of the Federal or California False Claims Act in the State of California, regardless of disposition of the action?

Yes _____ No _____

If so, please explain each incident below or on a separate attachment:

[ATTACH ADDITIONAL SHEETS AS REQUIRED]

5. LICENSURE (continued)

- E. All Design/Build Entities must include an **Electrical Engineer** licensed in the State of California. Provide the following information:

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

License No. _____ Name: _____ Exp. Date: _____

1. Has this license ever been revoked?

Yes _____ No _____

If so, please explain each incident below or on a separate attachment:

2. Has a complaint ever been filed with the Contractor's State License Board against your company that required a formal hearing or inquiry?

Yes _____ No _____

If so, please explain each incident below or on a separate attachment:

3. Has the Electrical Engineer ever been debarred by any public agency in the State of California?

Yes _____ No _____

If so, please explain each incident below or on a separate attachment:

4. Has the Electrical Engineer ever been sued by a public agency for violation of the Federal or California False Claims Act in the State of California, regardless of disposition of the action?

Yes _____ No _____

If so, please explain each incident below or on a separate attachment:

[ATTACH ADDITIONAL SHEETS AS REQUIRED]

5. LICENSURE (continued)

- F. All Design/Build Entities must include a **Civil Engineer** licensed in the State of California. Provide the following information:

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

License No. _____ Name: _____ Exp. Date: _____

1. Has this license ever been revoked?

Yes _____ No _____

If so, please explain each incident below or on a separate attachment:

2. Has a complaint ever been filed with the Contractor's State License Board against your company that required a formal hearing or inquiry?

Yes _____ No _____

If so, please explain each incident below or on a separate attachment:

3. Has the Civil Engineer ever been debarred by any public agency in the State of California?

Yes _____ No _____

If so, please explain each incident below or on a separate attachment:

4. Has the Civil Engineer ever been sued by a public agency for violation of the Federal or California False Claims Act in the State of California, regardless of disposition of the action?

Yes _____ No _____

If so, please explain each incident below or on a separate attachment:

[ATTACH ADDITIONAL SHEETS AS REQUIRED]

5. LICENSURE (continued)

G. Other firms licensed in the State of California. Provide the following information for each:

Discipline: _____

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

License No. _____ Name: _____ Exp. Date: _____

1. Has this license ever been revoked?

Yes _____ No _____

If so, please explain each incident below or on a separate attachment:

2. Has a complaint ever been filed with the Contractor's State License Board against your company that required a formal hearing or inquiry?

Yes _____ No _____

If so, please explain each incident below or on a separate attachment:

If so, please explain each incident below or on a separate attachment:

3. Has the Contractor ever been debarred by any public agency in the State of California?

Yes _____ No _____

If so, please explain each incident below or on a separate attachment:

4. Has the Contractor ever been sued by a public agency for violation of the Federal or California False Claims Act in the State of California, regardless of disposition of the action?

Yes _____ No _____

If so, please explain each incident below or on a separate attachment:

[ATTACH ADDITIONAL SHEETS AS REQUIRED]

6. PREVAILING WAGE COMPLIANCE

1. Has there been more than one occasion during the last five years in which your firm was required to pay either back wages or penalties for your own firm's failure to comply with the **state's** prevailing wage laws?

NOTE: This question refers only to your own firm's violation of prevailing wage laws, not to violations of the prevailing wage laws by a subcontractor.

☐ Yes ☐ No

If "yes," attach a separate signed page or pages, describing the nature of each violation, identifying the name of the project, the date of its completion, the public agency for which it was constructed; the number of employees who were initially underpaid and the amount of back wages and penalties that you were required to pay.

2. During the last five years, has there been more than one occasion in which your own firm has been penalized or required to pay back wages for failure to comply with the **federal** Davis-Bacon prevailing wage requirements?

☐ Yes ☐ No

If "yes," attach a separate signed page or pages describing the nature of the violation, identifying the name of the project, the date of its completion, the public agency for which it was constructed; the number of employees who were initially underpaid, the amount of back wages you were required to pay along with the amount of any penalty paid.

7. FINANCIAL INFORMATION

A. Financial Statements and Supplementary Information

Financial pre-qualification may be established by determining capacity to perform the City contract in the following manner:

1. Working capital is determined from the most recent balance sheet submitted, by subtracting current liabilities from current assets.
2. Available lines of credit or other credit facilities are then added to the Working Capital, and the sum is multiplied by ten.
3. Uncompleted work on contracts which have been awarded (backlog), are then subtracted from the amount determined from item #2 above.
4. A positive number resulting from item #3 above is the maximum City contract that may be awarded.

Should you not qualify on the basis of the above calculation, the City will consider any alternative information you can provide that, in its sole judgment, indicates clearly your ability to meet the financial requirements of the anticipated City contract. This information must include the required data described below, and sufficient supplementary analysis and description as needed to clearly present your position. This information must be submitted with your pre-qualification package. It is your responsibility to make the above-described calculation and determine if additional information will be required to demonstrate your ability to perform this project.

B. Information you must submit includes:

1. Full set of financial statements for your 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 generally accepted accounting principles, including all required informative disclosures.
2. Letter from a financial institution in support of available lines of credit or other facilities, if you wish them to be considered in pre-qualification. See Exhibit 1 (General Statement of Bank Credit) for example.
3. Schedule indicating contracts, which have been awarded to you, and reconciling the original award, any amendments, completed portion and uncompleted portion of such contracts. This is your backlog of work awarded but not yet complete.

7. FINANCIAL INFORMATION (continued)

C. Surety and Bonding Requirements

1. Attached a notarized statement from the bonding company your firm proposes to use indicating their commitment to provide a performance and payment bond for the full amount of the contract.
2. List the names of at least three (3) bonding companies utilized by the firm in the last five (5) years, for projects over \$5 million. (State the number of times the bonding company has completed any part of your work during the last five (5) years:

NAME OF BONDING COMPANY No. 1: _____

Address: _____

Contact Name: _____ Telephone: _____ FAX: _____

Project Name: _____

Amount Bonded: _____ % Completed: _____

Project Name: _____

Amount Bonded: _____ % Completed: _____

Project Name: _____

Amount Bonded: _____ % Completed: _____

Project Name: _____

Amount Bonded: _____ % Completed: _____

Project Name: _____

Amount Bonded: _____ % Completed: _____

7. FINANCIAL INFORMATION (continued)

NAME OF BONDING COMPANY No. 2: _____

Address: _____

Contact Name: _____ Telephone: _____ FAX: _____

Project Name: _____

Amount Bonded: _____ % Completed: _____

Project Name: _____

Amount Bonded: _____ % Completed: _____

Project Name: _____

Amount Bonded: _____ % Completed: _____

Project Name: _____

Amount Bonded: _____ % Completed: _____

Project Name: _____

Amount Bonded: _____ % Completed: _____

7. FINANCIAL INFORMATION (continued)

NAME OF BONDING COMPANY No. 3: _____

Address: _____

Contact Name: _____ Telephone: _____ FAX: _____

Project Name: _____

Amount Bonded: _____ % Completed: _____

Project Name: _____

Amount Bonded: _____ % Completed: _____

Project Name: _____

Amount Bonded: _____ % Completed: _____

Project Name: _____

Amount Bonded: _____ % Completed: _____

Project Name: _____

Amount Bonded: _____ % Completed: _____

8. INSURANCE

Refer to "Exhibit 2" (Bonds, Insurance and Indemnity) attached to this Pre-qualification Questionnaire for insurance requirements for this project. Each policy of insurance carried by the Design/Build Entity for this project shall be issued by an insurance company licensed to do business in California with a rating classification of "A-" or better and a financial size category rating of "V" or better according to the latest addition of "Bests."

Attach a notarized statement from the Workers' Compensation carrier specifying contractor's current Experience Modification Rating for Workers' Compensation for the State of California. List referenced ratings and corresponding companies for the last three (3) years in accordance with the requirements spelled out in "Exhibit 2." Also, please attach a declaration that such limits as described in said exhibit is obtainable by the entity submitting this application.

Name of Insurance Company: _____
Address: _____
Contact Name: _____ Telephone: _____ Fax: _____
Rating: _____

Name of Insurance Company: _____
Address: _____
Contact Name: _____ Telephone: _____ Fax: _____
Rating: _____

Name of Insurance Company: _____
Address: _____
Contact Name: _____ Telephone: _____ Fax: _____
Rating: _____

Name of Insurance Company: _____
Address: _____
Contact Name: _____ Telephone: _____ Fax: _____
Rating: _____

EXHIBIT 1

GENERAL STATEMENT OF BANK CREDIT

_____(Date)

Bank Reference # _____

To Whom It May Concern::

In connection with the pre-qualification of

(Name of Design/Build Entity)

Under Section 20100 et seq. of the Public Contract Code to perform contracts with the City, we hereby declare that said Design/Build Entity has been extended a line of credit in a total amount not exceeding \$ _____, and that such credit will not be withdrawn or reduced without notice to the El Cerrito City Department of Environmental Services.

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 Design/Build Entity available for use in performing work under contracts, which may be awarded by the City during the term of its pre-qualification.

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 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)

By _____ (Signature of Bank Representative)

(Printed name and Title)

(Phone)

PLEASE NOTE: The above form is optional and may be used to augment your Working Capital or help your firm establish a rating when completed by your bank; if they prefer, one with the same provisions may be issued on the bank's own letterhead.

EXHIBIT 2

BONDS, INSURANCE, AND INDEMNITY

1. Performance and Payment Bonds

- a. Design/Build Entity shall furnish to the City, prior to the awarding of any contract, a surety bond in favor of the City in the amount of not less than one hundred (100%) of the amount of Contract, to guarantee faithful performance of Contract and a payment bond, each in the form attached to the Design Build Agreement. Bond shall guarantee repair or replacement of deficient, defective or faulty materials and workmanship for a period of one year following completion of the project unless otherwise required in the Contract Documents. Bond shall be issued by an admitted surety with a rating classification of "A VIII" or better according to Best's Rating Service.
- b. City acknowledges that any faithful performance and payments bonds provided by Design/Build Entity shall not apply to errors or omissions in the furnishing of professional services in connection with architecture or engineering services provided by Design/Build Entity or its consultants. City hereby waives and releases all claims against such sureties arising out of or relating to such professional errors and omissions; such release, however, does not apply to a failure to provide professional services where required under the Contract, and the performance bonds shall include the costs of such services. See Exhibit 3, Performance Bond, and Exhibit 4, Payment Bond.

2. Insurance

Design/Build Entity shall not commence work under this Contract until all insurance has been obtained that is required under this section and such insurance has been verified by the City, nor shall 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. Design/Build Entity shall furnish the City with three (3) copies of each required certificate of insurance, as provided below. Design/Build Entity shall have the following insurance coverage:

a. Workers' Compensation Insurance and Employer's Liability Insurance.

Design/Build Entity shall maintain during the life of the Contract Workers' Compensation Insurance and Employer's Liability Insurance for all of its employees employed on the project as described herein. Said insurance shall comply with the following:

- i. Workers' Compensation Insurance in compliance with the laws of the City and any applicable federal statutes.
- ii. Employers liability insurance of not less than one million dollars (\$1,000,000) each accident and one million dollars (\$1,000,000) each employee.

In signing the Contract, 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 contract."

- b. Automobile and General Liability. Design/Build Entity shall have throughout the term of this contract policies of liability insurance covering automobile and general liability as follows:
 - i. Owned/non-owned and hired automobile liability insurance with primary limits for bodily injury and property damage liability of not less than one million dollars (\$1,000,000) per accident. Umbrella and/or excess liability limits of not less than five million (\$5,000,000) per accident.
 - ii. Commercial general liability and/or umbrella excess liability insurance providing coverage on an occurrence basis and with limits of not less than five million (\$5,000,000) each occurrence and annual aggregate for bodily injury and property damage liability combined including:
 - 1) Premises and operations liability coverage;
 - 2) Owner's and contractor's protective liability coverage;
 - 3) Broad form property damage liability coverage including completed operations;
 - 4) Blanket contractual liability coverage;
 - 5) Deletion of any limitations relating to liability arising out of explosion, collapse or underground hazards;
 - 6) Personal and advertising injury liability coverage;
 - 7) For excavation and foundations, deletion of any limitation on coverage for bodily injury or property damage arising out of subsidence of soil or earth movement; and
 - 8) For demolition and/or hazardous materials removal, deletion of any limitation regarding asbestos and/or lead risk exposure.
 - 9) An endorsement specifying that policy aggregate limits apply separately to the project covered by this contract;
 - 10) Unintentional Errors & Omissions
 - 11) Products and Completed Operations including 3 year extension endorsement
 - 12) Occurrence Definition to include "Assault and battery committed by, at the direction of or on behalf of any insured for the purpose of protecting the person or property of any insured or of others shall be deemed to be an occurrence."
 - 13) Extended Personal Injury definition to include alienation of affections, discrimination, or humiliation.
 - 14) Bodily Injury Definition to include mental anguish, shock, mental injury, humiliation, sickness, or disease sustained by a person, including death resulting from any of these at any time.

- 15) Exclusion Property Damage to the Insured's Work to read: "Property damage" to that particular part of "your work" that is defective or actively malfunctions. This exclusion applies only to the "products completed operation" hazard. It does not apply if the damaged work or the work out of which the damage arises was performed on your behalf by a subcontractor.
 - 16) Contractual Liability – Municipal Work: The phrase "any other contract or agreement pertaining to your business," as included in the definition of an insured contract, includes an indemnification of a municipality required by ordinance and in connection with work performed for the municipality.
- c. Professional Liability Insurance. Upon execution of this contract, Design/Build Entity shall obtain professional liability insurance with limits of at least five million dollars (\$5,000,000) per claim and aggregate which shall cover claims resulting from professional errors and omissions of Design/Build Entity and any of its consultants in connection with the work provided such claims arise during the period commencing upon the preparation of the construction documents and ending five (5) years following substantial completion. Such insurance shall be in form reasonably acceptable to the City.
 - d. Builders' Risk Insurance/Installation Floater. Design/Build Entity shall have until contract completion "all risk" builders' risk property insurance, jointly in the names of the City and the Design/Build Entity, payable as their respective interest may appear, such insurance all times to be of sufficient amount to cover fully all loss or damage to the work under this Contract, at 100% replacement cost. Such insurance shall be in a form acceptable to the City and shall include coverage for machinery during testing.
 - e. Subcontractor Insurance. Design/Build Entity shall cause all subcontractors engaged to perform work required of Design/Build Entity pursuant to this Contract to have Workers' Compensation, Commercial General Liability/Umbrella and/or Excess Liability, and Automobile Insurance in a form and amount deemed appropriate by the Design/Build Entity for work performed under this Contract.
 - f. General Requirements:
 - i. All of the above insurance policies required of the Design/Build Entity shall be underwritten with admitted insurance companies, rated "A-V" or better by Best's Rating service or otherwise approved by Department of Environmental Services and the City's Risk Manager.
 - ii. Any insurance required to be carried by Design/Build Entity shall be primary to any other insurance carried by the City.
 - iii. Prior to commencing any of the work, Design/Build Entity shall provide the City with satisfactory certificates of insurance verifying the extent of coverage, limits of liability, and all requirements as set forth above.
 - iv. The certificates of insurance shall name the City, its officers, agents, employees and servants and such other entities as the City may designate as certificate holders and/or additional insured, on the commercial general liability and any excess liability policies.

- v. The certificates of insurance shall provide that the insurer or its agent shall give thirty (30) days prior written notice to the City prior to any cancellation, nonrenewal, or reduction in coverage.
- vi. All certificates of insurance shall be on an original form (not photocopy).
- vii. Upon request by the City, Design/Build Entity shall also provide the City with copies of only such policies, including those policies required from Subcontractors of any tier.
- viii. The contractor is responsible for any deductible or self-insured retention contained within the insurance policies outlined above.

3. Indemnification

- a. Design/Build Entity will indemnify and defend the City and their respective officers, employees, consultants and agents against all loss, expense (including, but not limited to, attorneys' fees and our costs), damage, injury, liability, cause of action or claim of any kind or character (collectively "claims" and individually a "claim"), provided that such claim or claims is/are attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the work itself for claims not covered by insurance which Design/Build Entity is required to maintain under the contract documents) including loss of use resulting there from except loss of use attributable to a claim otherwise insured under the all risk insurance.

Design/Build Entity is required to maintain under paragraph 2.d., above), in any way arising out of this Contract or the work, including but not limited to the acts or omissions of Design/Build Entity, its partners, officer, directors, employees, agents, licensees, invitees, consultants, vendors, or subcontractors of any tier (collectively the "Design/Build Entity parties"), including, but not limited to, any claim arising from or caused by:

- (i) any defect in the bid documents, or the design or construction of, or materials used in the work or in any machine, equipment, appliance, or other item of personal property installed or located therein;
- (ii) any defect in the preparation of soils or in the design and accomplishment of grading;
- (iii) any violation or alleged violation by any of Design/Build Entity parties of any law existing as of the date of this contract or hereafter enacted;
- (iv) any negligent acts or omissions or other tortious conduct of Design/Build Entity or any of Design/Build Entity parties;
- (v) any accident on the job site or other casualty thereon;
- (vi) any other cause whatsoever in connection with Design/Build Entity's use of, or activities on the job site of Design/Build Entity's performance under this contract; or
- (vii) the inaccuracy or incorrectness of any representation or warranty of Design/Build Entity to City under this contract.

These obligations shall apply to any claim or action asserted by a private party or by a governmental agency, including, but not limited to, any claim or action for multiple or punitive

damages and these obligations are intended to apply with respect to claims arising during the term of this Contract or following any expiration or other termination of this Contract, and shall survive the expiration or other termination of this contract.

Design/Build Entity's obligations as described above shall apply regardless of fault or negligence (whether active or passive) on its part or on the part of the indemnified parties; it being the intent of this contract that these obligations be interpreted in the broadest possible manner provided that, as to any indemnified party, said obligations shall not apply to injury, death, or damage to property to the extent arising from the negligence or the willful misconduct of said indemnified party or its officers, agents servants, or independent contractors who are directly responsible to the indemnified party, or for defects of design furnished by such persons but provided further that the foregoing limitations shall not apply as to any insurance required by this Contract.

These obligations of Design/Build Entity shall not be construed to negate, abridge, or otherwise reduce any right of indemnity or any other rights to which the City would otherwise be entitled. Notwithstanding the foregoing, the obligations of Design/Build Entity in this paragraph are intended to apply only to third party claims arising out of the Contract or the work, and not to property damage to the City, which damage is treated elsewhere in this Contract.

- b. Design/Build Entity will save, keep, and hold harmless the City and their respective officers, employees, and agents from all claims by reason of, or in the course of the performance of said work, by reason of any infringement or alleged infringement of the patent rights, copyrights, and trademarks of any person or persons, firm, or corporation in consequence of the use in, on or about said work, of any article or material supplied or installed under this Contract.
- c. Design/Build Entity shall cause all subcontracts to include the indemnification and hold harmless requirements set forth in this section, in form satisfactory to the City.

EXHIBIT 3

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, that

_____ (hereinafter called the "Principal") as Principal and
_____, a corporation organized and existing under the laws of the
State of _____ (hereinafter called the "Surety"), as Surety, are held and firmly
bound to CITY OF EL CERRITO (hereinafter called the "City"), as Obligee, in the sum of _____
Million Dollars (\$_____), for the payment of which sum well and truly be made, the said Principal and
Surety bind themselves, and their respective heirs, subcontractors, contractors, successors and assigns,
jointly and severally, thereby by these presents.

WHEREAS, (I) the Design/Build Entity has entered into a Design Build Agreement (hereinafter called the
"D/B Agreement") with the City for the design and construction of the Recycling Center and Environmental
Resource Center Project (hereinafter called the "Project"); and

WHEREAS, the Principal has submitted a bid for the work on the Project.

NOW THEREFORE, THE CONDITION OF THE OBLIGATION IS SUCH, that if the Principal shall well and
truly perform all of the undertakings, covenants, terms, conditions and agreements of the Contract
Documents within the time provided therein and any extensions thereof that may be granted by the
Authority, as applicable, and during the life of any guaranty or warranty required under the Contract
Documents and shall also well and truly perform all of the undertakings, covenants, terms conditions and
agreements of any and all duly authorized modifications of the Contract Documents that may hereafter be
made, and shall indemnify and save harmless the obligee of and from any and all loss, damage, and
expense, including costs and attorney's fees, from which the said Obligee may sustain by reason of failure
to do so, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

The said Surety agrees that no change, extension of time, alterations, additions, omissions or other
modifications of the terms of the Contract Documents or in the work to be performed with respect to the
Project, or in the specifications of plans, or by any change or modification of any terms or payment or
extension of any time for any payment pertaining or relating to the Contract Documents, or by rescission or
attempted rescission of the Contract Documents, or this Bond, or by any condition precedent or subsequent
in this Bond attempting to limit the right of recovery of obligee otherwise entitled to recover under this Bond,
or by any fraud practiced by any person other than the obligee seeking to recover on this Bond, shall in
anywise affect its obligation on this Bond, and it does hereby waive notice of any such changes, extensions
of time, alterations, additions, omissions or other modifications.

The Surety agrees that to the extent that payment of sums pursuant to the Contract Documents undertaken
by the Surety, and the payment obligation could be construed as an obligation under this Bond or the
payment bond issued by the Surety contemporaneously with the issuance of the Bond, such payment shall
be treated solely as the discharge of an obligation under the payment bond and shall not reduce or impact
on the Surety's obligations under this Bond.

City of El Cerrito
Recycling Center and Environmental Resource Center
Updated: 5/4/2010 2:21 PM

CONFIDENTIAL
NOT A PUBLIC RECORD

When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction is to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

IN WITNESS WHEREOF, the above bounded parties have executed this instrument under their several seals this ____ day of _____, 20____, the names and corporate seals of the corporate parties being hereto affixed and those presents duly signed by their undersigned representatives, pursuant to authority of their governing bodies.

WITNESS:

PRINCIPAL (DESIGN/BUILD ENTITY)

or secretary attest By: _____
Name:

Title: _____
Address: _____

SURETY:

or secretary attest By: _____
Name:

Title: _____
Address: _____

EXHIBIT 4

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS, THAT

WHEREAS, the CITY OF EL CERRITO (herein after called the "City") has awarded a Design Build Agreement (hereinafter called the "D/B Agreement") to _____, the Design/Build Entity (hereinafter called the "Design/Build Entity") for the design and construction of the Recycling Center and Environmental Resource Center Project (hereinafter called the "Project"); and

WHEREAS, the Design/Build Entity is required to furnish a payment bond in connection the Contract Documents, to secure the payment of claims of Design/Build Entity laborers, mechanics, materialmen and other persons as provided by law.

NOW THEREFORE, we the undersigned Principal (Design/Build Entity) and Surety are held and firmly bound unto the Authority obligee in the sum of _____ Million Dollars (\$_____) for which payment well and truly to be made we bind ourselves our heirs, executors and administrators, successors and assigns, jointly and severally firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that if the Principal, or its heirs, executors, administrators, successors or assigns or subcontractors, shall fail to pay any of the persons named in California Civil Code Section 3181, or amounts due under the Unemployment Insurance Code with respect to work or labor performed by any such claimant, or any amounts required to be deducted, withheld and paid over the California Franchise Tax Board from the wages of employees of the Principal and/or its subcontractors pursuant to Section 18306 of the California Revenue and Taxation Code, with respect to such work and labor, then the surety or sureties herein will pay such amounts in an amount not to exceed the sum specified in this bond, otherwise the above obligation shall be void. In case suit is brought upon this bond, the surety will pay a reasonable attorney's fees to be fixed by the court.

This bond shall inure to the benefit of any of the persons named in California Civil Code Section 3181 as to give a right of action to such persons or their assigns in any suit brought upon this bond.

Notwithstanding the number of claimants on this bond or any underlying law to the contrary, the Sureties shall not be liable under this bond for an amount greater than the aggregate penal sum designated above.

The said Surety agrees that no change, extension of time, alterations, additions, omissions or other modifications of the terms of the Contract Documents, or in the work to be performed with respect to the Project, or in the specifications or plans, or by any change or modification of any terms of payment or extension of the time for any payment pertaining or relating to the Contract Documents, or by any recession or attempted recession of the Contract Documents, or this Bond, or by any conditions precedent or subsequent in this Bond attempting to limit the right of recover of claimants otherwise entitled to recover under this Bond, or any fraud practiced by any person other than the claimant seeking to recover on this Bond, shall in any wise affect its obligations on this Bond, and it does hereby waive notice of any such changes, extensions of time, alterations, additions, omissions or other modifications.

When this Bond had been furnished to comply with a statutory or other legal requirement in the location where the construction is to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted here from and provisions conforming to such statutory or other legal requirement shall deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not a common law bond.

IN WITNESS WHEREOF, the above bounded parties have executed this instrument under their several seals this ____ day of _____, 20 _____, the names and corporate seals of the corporate parties being hereto affixed and those presents duly signed by their undersigned representatives, pursuant to authority of their governing bodies.

WITNESS:

PRINCIPAL (DESIGN/BUILD ENTITY)

or secretary attest By: _____
Name:

Title: _____
Address: _____

SURETY:

or secretary attest By: _____
Name:

Title: _____
Address: _____

**PRE-QUALIFICATION QUESTIONNAIRE
FOR
PROSPECTIVE DESIGN/BUILD ENTITIES**

**CITY OF EL CERRITO
Recycling Center and
Environmental Resource Center**

**PART B
RELEVANT EXPERIENCE**

CONTENTS

1. RELEVANT EXPERIENCE OF THE DESIGN BUILD TEAM
2. RELEVANT EXPERIENCE OF THE ARCHITECT / DESIGNATED PROJECT DESIGNER
3. RELEVANT EXPERIENCE / TRAINING OF KEY PERSONNEL
4. APPRENTICESHIP PROGRAM
5. SAFETY RECORD
6. EXPERIENCE OF WORK COMPLETED WITH DESIGN/BUILD DELIVERY AND/OR TEAMING APPROACH
7. TERMINATION/FAILURE TO COMPLETE/ VIOLATIONS; CLAIMS, ARBITRATION AND LITIGATION

1. RELEVANT EXPERIENCE OF THE DESIGN BUILD TEAM

Each of the team participants shall submit examples of relevant projects as described in Part B of the Pre-qualification Questionnaire for the specific criteria required. Submit examples from the General Contractor, Architect of Record, Structural/ Mechanical/Electrical Engineers and others as appropriate. Information shall be submitted in the following format, or clearly and concisely presented equivalent, and will identify the relevance of each project as applicable to the Recycling Center and Environmental Resource Center.

A. GENERAL CONTRACTOR:

Name of General Contractor: _____

Submit examples relevant projects completed within the last ten (10) years or under current contract.

Clearly identify the relevance of each project.

- List at least three (3) projects with a construction cost each in excess of \$5 million dollars (at least one must be in California).
- List at least three (3) projects using a form of Design Build or Teaming delivery method.

Include the following information for each project. Photos and other graphic materials may be included
(Attach additional sheets as required):

Project Team Members (for General Contractor): _____

Project Name, Location, and Description: _____

Owner: _____ Representative: _____ Telephone: _____

Architect: _____ Electrical Engineer: _____

Structural Engineer: _____ Construction Manager: _____

Mechanical Engineer: _____ Other Consultants: _____

Project Type: _____ Gross Square Footage: _____

Scheduled Completion Date: _____ Actual Completion Date: _____

Explain Difference, if any: _____

Original Contract Amount: _____ Final Contract Amount: _____

Explain Difference, if any: _____

Delivery Method: [☐] Design Build [☐] Design/Bid/Build . Other: _____

Describe Design Build or Relevant Delivery Method: _____

Sustainable Building Measures Incorporated:

1. Energy Efficiency Measures (describe): _____

2. Recycling, Resource Efficiency, Building Materials, Waste Reduction (describe): _____

3. Indoor Air Quality, Use of Low Emission/Toxicity Materials (describe): _____

4. Alternative Energy Sources (describe): _____

5. Other Sustainable Building Measures (describe): _____

B. ARCHITECT:

Name of Architect: _____

Submit examples relevant projects completed within the last ten (10) years or under current contract.

Clearly identify the relevance of each project.

- List at least three (3) projects with a construction cost each in excess of \$5 million dollars (at least one must be in California).
- List at least three (3) projects using a form of Design Build or Teaming delivery method.

Include the following information for each project. Photos and other graphic materials may be included
(Attach additional sheets as required):

Project Team Members (for General Contractor): _____

Project Name, Location, and Description: _____

Owner: _____ Representative: _____ Telephone: _____

General Contractor: _____ Electrical Engineer: _____

Structural Engineer: _____ Construction Manager: _____

Mechanical Engineer: _____ Other Consultants: _____

Project Type: _____ Gross Square Footage: _____

Scheduled Completion Date: _____ Actual Completion Date: _____

Explain Difference, if any: _____

Original Contract Amount: _____ Final Contract Amount: _____

Explain Difference, if any: _____

Delivery Method: [] Design Build [] Design/Bid/Build . Other: _____

Describe Design Build or Relevant Delivery Method: _____

Sustainable Building Measures Incorporated:

1. Energy Efficiency Measures (describe): _____

2. Recycling, Resource Efficiency, Building Materials, Waste Reduction (describe): _____

3. Indoor Air Quality, Use of Low Emission/Toxicity Materials (describe): _____

4. Alternative Energy Sources (describe): _____

5. Other Sustainable Building Measures (describe): _____

C. STRUCTURAL ENGINEER:

Name of Structural Engineer: _____

Submit examples relevant projects completed within the last ten (10) years or under current contract.

Clearly identify the relevance of each project.

- List at least three (3) projects with a construction cost each in excess of \$5 million dollars (at least one must be in California).
- List at least three (3) projects using a form of Design Build or Teaming delivery method.

Include the following information for each project. Photos and other graphic materials may be included
(Attach additional sheets as required):

Project Team Members (for General Contractor): _____

Project Name, Location, and Description: _____

Owner: _____ Representative: _____ Telephone: _____

Architect: _____ Electrical Engineer: _____

General Contractor: _____ Construction Manager: _____

Mechanical Engineer: _____ Other Consultants: _____

Project Type: _____ Gross Square Footage: _____

Scheduled Completion Date: _____ Actual Completion Date: _____

Explain Difference, if any: _____

Original Contract Amount: _____ Final Contract Amount: _____

Explain Difference, if any: _____

Delivery Method: [] Design Build [] Design/Bid/Build . Other: _____

Describe Design Build or Relevant Delivery Method: _____

Sustainable Building Measures Incorporated:

1. Energy Efficiency Measures (describe): _____

2. Recycling, Resource Efficiency, Building Materials, Waste Reduction (describe): _____

3. Indoor Air Quality, Use of Low Emission/Toxicity Materials (describe): _____

4. Alternative Energy Sources (describe): _____

5. Other Sustainable Building Measures (describe): _____

D. MECHANICAL ENGINEER:

Name of Mechanical Engineer: _____

Submit examples relevant projects completed within the last ten (10) years or under current contract.

Clearly identify the relevance of each project.

- List at least three (3) projects with a construction cost each in excess of \$5 million dollars (at least one must be in California).
- List at least three (3) projects using a form of Design Build or Teaming delivery method.

Include the following information for each project. Photos and other graphic materials may be included
(Attach additional sheets as required):

Project Team Members (for General Contractor): _____

Project Name, Location, and Description: _____

Owner: _____ Representative: _____ Telephone: _____

Architect: _____ Electrical Engineer: _____

Structural Engineer: _____ Construction Manager: _____

General Contractor: _____ Other Consultants: _____

Project Type: _____ Gross Square Footage: _____

Scheduled Completion Date: _____ Actual Completion Date: _____

Explain Difference, if any: _____

Original Contract Amount: _____ Final Contract Amount: _____

Explain Difference, if any: _____

Delivery Method: [] Design Build [] Design/Bid/Build . Other: _____

Describe Design Build or Relevant Delivery Method: _____

Sustainable Building Measures Incorporated:

1. Energy Efficiency Measures (describe): _____

2. Recycling, Resource Efficiency, Building Materials, Waste Reduction (describe): _____

3. Indoor Air Quality, Use of Low Emission/Toxicity Materials (describe): _____

4. Alternative Energy Sources (describe): _____

5. Other Sustainable Building Measures (describe): _____

E. ELECTRICAL ENGINEER:

Name of Electrical Engineer: _____

Submit examples relevant projects completed within the last ten (10) years or under current contract.

Clearly identify the relevance of each project.

- List at least three (3) projects with a construction cost each in excess of \$5 million dollars (at least one must be in California).
- List at least three (3) projects using a form of Design Build or Teaming delivery method.

Include the following information for each project. Photos and other graphic materials may be included
(Attach additional sheets as required):

Project Team Members (for General Contractor): _____

Project Name, Location, and Description: _____

Owner: _____ Representative: _____ Telephone: _____

Architect: _____ General Contractor: _____

Structural Engineer: _____ Construction Manager: _____

Mechanical Engineer: _____ Other Consultants: _____

Project Type: _____ Gross Square Footage: _____

Scheduled Completion Date: _____ Actual Completion Date: _____

Explain Difference, if any: _____

Original Contract Amount: _____ Final Contract Amount: _____

Explain Difference, if any: _____

Delivery Method: [☐] Design Build [☐] Design/Bid/Build . Other: _____

Describe Design Build or Relevant Delivery Method: _____

Sustainable Building Measures Incorporated:

1. Energy Efficiency Measures (describe): _____

2. Recycling, Resource Efficiency, Building Materials, Waste Reduction (describe): _____

3. Indoor Air Quality, Use of Low Emission/Toxicity Materials (describe): _____

4. Alternative Energy Sources (describe): _____

5. Other Sustainable Building Measures (describe): _____

F. CIVIL ENGINEER:

Name of Civil Engineer: _____

Submit examples relevant projects completed within the last ten (10) years or under current contract.

Clearly identify the relevance of each project.

- List at least three (3) projects with a construction cost each in excess of \$5 million dollars (at least one must be in California).
- List at least three (3) projects using a form of Design Build or Teaming delivery method.

Include the following information for each project. Photos and other graphic materials may be included
(Attach additional sheets as required):

Project Team Members (for General Contractor): _____

Project Name, Location, and Description: _____

Owner: _____ Representative: _____ Telephone: _____

Architect: _____ Electrical Engineer: _____

Structural Engineer: _____ Construction Manager: _____

Mechanical Engineer: _____ General Contractor: _____

Project Type: _____ Gross Square Footage: _____

Scheduled Completion Date: _____ Actual Completion Date: _____

Explain Difference, if any: _____

Original Contract Amount: _____ Final Contract Amount: _____

Explain Difference, if any: _____

Delivery Method: [] Design Build [] Design/Bid/Build . Other: _____

Describe Design Build or Relevant Delivery Method: _____

Sustainable Building Measures Incorporated:

1. Energy Efficiency Measures (describe): _____

2. Recycling, Resource Efficiency, Building Materials, Waste Reduction (describe): _____

3. Indoor Air Quality, Use of Low Emission/Toxicity Materials (describe): _____

4. Alternative Energy Sources (describe): _____

5. Other Sustainable Building Measures (describe): _____

G. OTHER FIRMS ON THE DESIGN/BUILD ENTITY'S TEAM (LANDSCAPE ARCHITECT, SUSTAINABLE DESIGN CONSULTANT, ETC., AS APPLICABLE)

Name of Consultant and Discipline: _____

Submit examples relevant projects completed within the last ten (10) years or under current contract.

Clearly identify the relevance of each project.

- List at least three (3) projects with a construction cost each in excess of \$5 million dollars (at least one must be in California).
- List at least three (3) projects using a form of Design Build or Teaming delivery method.

Include the following information for each project. Photos and other graphic materials may be included (*Attach additional sheets as required*):

Project Team Members (for Firm): _____

Project Name, Location, and Description: _____

Owner: _____ Representative: _____ Telephone: _____

Architect: _____ Electrical Engineer: _____

Structural Engineer: _____ Construction Manager: _____

Mechanical Engineer: _____ General Contractor: _____

Project Type: _____ Gross Square Footage: _____

Scheduled Completion Date: _____ Actual Completion Date: _____

Explain Difference, if any: _____

Original Contract Amount: _____ Final Contract Amount: _____

Explain Difference, if any: _____

Delivery Method: [☐] Design Build [☐] Design/Bid/Build . Other: _____

Describe Design Build or Relevant Delivery Method: _____

Sustainable Building Measures Incorporated:

1. Energy Efficiency Measures (describe): _____

2. Recycling, Resource Efficiency, Building Materials, Waste Reduction (describe): _____

3. Indoor Air Quality, Use of Low Emission/Toxicity Materials (describe): _____

4. Alternative Energy Sources (describe): _____

5. Other Sustainable Building Measures (describe): _____

2. RELEVANT DESIGN EXPERIENCE OF THE ARCHITECT / DESIGNATED PROJECT DESIGNER

Provide at least three (3) examples of buildings completed by the Architect / Designated Project Designer within the last 10 years which demonstrate successful experience in the design and execution of projects similar in size, type and complexity to the City of El Cerrito Recycling Center and Environmental Resource Center project.

3. RELEVANT EXPERIENCE / TRAINING OF KEY PERSONNEL

Present the proposed key personnel for the Design Build team that would **be assigned to or be responsible for work on this project.**

1. Attach a proposed organization chart for your design and construction operations.
2. Describe your team's interface with your primary office and other members of the Design Build team during design and construction.
3. Provide information for your key project team personnel including project assignments and responsibilities. Provide this information for key personnel from the General Contractor, Architect, Structural, Mechanical, Electrical, Civil Engineer, and other consultants. Key personnel shall include project managers, general superintendent, project architects and engineers, and others responsible for the completion of the design and construction of the project. Information shall be submitted in the following format, or clearly and concisely presented equivalent.

A. GENERAL CONTRACTOR:

Name: _____

Project Assignments/Responsibilities: _____

Years with this firm: _____ Years with other firms: _____

Education: _____

Active Registration and/or Credentials as applicable: _____

Positions/responsibilities on previous relevant projects (list project size, scope and building type): _____

Design/Build experience: _____

Design/Assist or Teaming experience: _____

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

Experience with Public agency projects: _____

Experience with energy efficiency/sustainable building projects and/or features: _____

[ATTACH ADDITIONAL SHEETS AS REQUIRED]

B. ARCHITECT:

Name: _____

Project Assignments/Responsibilities: _____

Years with this firm: _____ Years with other firms: _____

Education: _____

Active Registration and/or Credentials as applicable: _____

Positions/responsibilities on previous relevant projects (list project size, scope and building type): _____

Design/Build experience: _____

Design/Assist or Teaming experience: _____

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

Experience with Public agency projects: _____

Experience with energy efficiency/sustainable building projects and/or features: _____

[ATTACH ADDITIONAL SHEETS AS REQUIRED]

C. STRUCTURAL ENGINEER:

Name: _____

Project Assignments/Responsibilities: _____

Years with this firm: _____ Years with other firms: _____

Education: _____

Active Registration and/or Credentials as applicable: _____

Positions/responsibilities on previous relevant projects (list project size, scope and building type): _____

Design/Build experience: _____

Design/Assist or Teaming experience: _____

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

Experience with Public agency projects: _____

Experience with energy efficiency/sustainable building projects and/or features: _____

[ATTACH ADDITIONAL SHEETS AS REQUIRED]

D. MECHANICAL ENGINEER:

Name: _____

Project Assignments/Responsibilities: _____

Years with this firm: _____ Years with other firms: _____

Education: _____

Active Registration and/or Credentials as applicable: _____

Positions/responsibilities on previous relevant projects (list project size, scope and building type): _____

Design/Build experience: _____

Design/Assist or Teaming experience: _____

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

Experience with Public agency projects: _____

Experience with energy efficiency/sustainable building projects and/or features: _____

[ATTACH ADDITIONAL SHEETS AS REQUIRED]

E. ELECTRICAL ENGINEER:

Name: _____

Project Assignments/Responsibilities: _____

Years with this firm: _____ Years with other firms: _____

Education: _____

Active Registration and/or Credentials as applicable: _____

Positions/responsibilities on previous relevant projects (list project size, scope and building type): _____

Design/Build experience: _____

Design/Assist or Teaming experience: _____

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

Experience with Public agency projects: _____

Experience with energy efficiency/sustainable building projects and/or features: _____

[ATTACH ADDITIONAL SHEETS AS REQUIRED]

F. CIVIL ENGINEER:

Name: _____

Project Assignments/Responsibilities: _____

Years with this firm: _____ Years with other firms: _____

Education: _____

Active Registration and/or Credentials as applicable: _____

Positions/responsibilities on previous relevant projects (list project size, scope and building type): _____

Design/Build experience: _____

Design/Assist or Teaming experience: _____

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

Experience with Public agency projects: _____

Experience with energy efficiency/sustainable building projects and/or features: _____

[ATTACH ADDITIONAL SHEETS AS REQUIRED]

G. OTHER FIRMS: Subcontractors, Sub-Consultants, or Other Team Member (as applicable)

Name: _____

Project Assignments/Responsibilities: _____

Years with this firm: _____ Years with other firms: _____

Education: _____

Active Registration and/or Credentials as applicable: _____

Positions/responsibilities on previous relevant projects (list project size, scope and building type): _____

Design/Build experience: _____

Design/Assist or Teaming experience: _____

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

Experience with Public agency projects: _____

Experience with energy efficiency/sustainable building projects and/or features: _____

[ATTACH ADDITIONAL SHEETS AS REQUIRED]

4. APPRENTICESHIP PROGRAM

- A.. Provide the **name, address and telephone number** of the apprenticeship program (approved by the California Apprenticeship Council) from whom you intend to request the dispatch of apprentices to your company for use on any public work project for which you are awarded a contract by The City of El Cerrito:

- B. If your firm operates its own State-approved apprenticeship program:

- 1) Identify the craft or crafts in which your firm provided apprenticeship training in the past year.
- 2) State the year in which each such apprenticeship program was approved, and attach evidence of the most recent California Apprenticeship Council approval(s) of your apprenticeship program(s).
- 3) State the number of individuals who were employed by your firm as apprentices at any time during the past three years in each apprenticeship and the number of persons who, during the past three years, completed apprenticeships in each craft while employed by your firm.

- C. At any time during the last five years, has your firm been found to have violated any provision of California apprenticeship laws or regulations, or the laws pertaining to use of apprentices on public works?

☐ Yes ☐ No

If "yes," provide the date(s) of such findings, and attach copies of the Department's final decision(s).

5. SAFETY RECORD

1. List your firm's Experience Modification Rate (EMR) (California Workers' Compensation insurance) for each of the past three premium years:

NOTE: your workers' compensation insurance carrier issues an Experience Modification Rate to your firm annually.

Current year: _____

Previous year: _____

Year prior to previous year: _____

If your EMR for any of these three years is or was 1.00 or higher you may, if you wish, attach a letter of explanation.

6. RELEVANT EXPERIENCE OF WORK PREVIOUSLY COMPLETED USING DESIGN/BUILD DELIVERY AND/OR TEAMING APPROACH

Provide three (3) examples of projects **completed together by team members** using Design/Build project delivery, or other teaming approach (such as Design/Assist or Integrated Project Delivery). Include the following information:

- Description of each project
- Specific project delivery method (i.e. Design/Build, Design/Build/Bridging, Design Assist, Integrated Project Delivery, etc.)
- Name of the firms involved
- Names of personnel involved
- Role of each firm
- Final contract value
- Client reference.

Provide a written statement signed by the key Design Build team members (General Contractor, Architect of Record) summarizing the team's approach and commitment to demonstrated team partnering and design excellence.

7. TERMINATION/FAILURE TO COMPLETE; VIOLATIONS; CLAIMS, ARBITRATION AND LITIGATION

PURSUANT TO PUBLIC CONTRACT CODE SECTION 20175.2(d)(3) (DESIGN/BUILD) PLEASE PROVIDE THE FOLLOWING INFORMATION:

- A. Provide a declaration certifying that applying members of the Design/Build Entity have not had a surety company finish work on any project within the last five (5) years:

Declaration:

I, _____, authorized agent of the Design/Build Entity, hereby certifies and declares under penalty of perjury under the laws of the State of California that the members of _____ (Design/Build Entity), have not had a surety company finish work on any project within the last five (5) years.

Signed: _____
Dated: _____

- B. Provide information and details below for any construction or design claim or litigation totaling more than fifty thousand dollars (\$50,000) settled against any member of the Design/Build Entity's team within the last five (5) years.

1. PROJECT: _____
Location: _____
Amount of Claim: \$ _____ Resolution Yes [] No []
Date: _____ Nature of Claim: _____

Final Status: _____

2. PROJECT: _____
Location: _____
Amount of Claim: \$ _____ Resolution Yes [] No []
Date: _____ Nature of Claim: _____

Final Status: _____

3. PROJECT: _____

Location: _____

Amount of Claim: \$_____ Resolution Yes [] No []

Date: _____ Nature of Claim: _____

Final Status: _____

(ATTACH ADDITIONAL SHEETS AS REQUIRED.)

7. TERMINATION/FAILURE TO COMPLETE; VIOLATIONS; CLAIMS, ARBITRATION AND LITIGATION (continued)

C. Provide information and details below for any 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 member of the Design/Build Entity's team.

D. Provide information and details of 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 member of the Design/Build Entity's team over the last five years. For the purposes of this subclause, only violations by a Design/Build Entity's team member as an employer shall be deemed applicable, unless it is shown that the Design/Build Entity's 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.

7. TERMINATION/FAILURE TO COMPLETE; VIOLATIONS; CLAIMS, ARBITRATION AND LITIGATION (continued)

- E. Provide information and details, under penalty of perjury, that any officer of such bidder (Design Build team members), or any employee of such bidder who has a propriety interest in such bidder, 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, and if so explain the circumstances .

Declaration:

I, _____, authorized agent of the Design/Build Entity, _____ (Design/Build Entity), hereby declare under penalty of perjury that the above information is true and correct.

Signed: _____ Dated: _____

7. TERMINATION/FAILURE TO COMPLETE; VIOLATIONS; CLAIMS, ARBITRATION AND LITIGATION (continued)

F. Provide information and details of any violations by the Design/Build Entity of the Contractor's State License Law (Chapter 9 (commencing with Section 7000) of Division 3 of the Business and Professions Code), excluding alleged violations or complaints.

G. Provide information and details of any conviction of any member of the Design/Build Entity's team of submitting a false or fraudulent claim to a public agency over the last five (5) years.

7. TERMINATION/FAILURE TO COMPLETE; VIOLATIONS; CLAIMS, ARBITRATION AND LITIGATION (continued)

- H. Provide information concerning any instance where the Design/Build Entity, its owners, officers or managing employees submitted a bid on a public works project and were found to be non-responsive, or were found by an awarding body not to be a responsible bidder, or describing any instance where its owners, officers or managing employees defaulted on a construction contract.

- I. Provide information concerning any instance where any member of the Design/Build Entity's team filed for bankruptcy or receivership, or had a surety company finish work on any project:

- J. Provide copies of legal documents, including a copy of the agreement creating a partnership or association formed for the purpose of submitting a proposal to build the Recycling Center Project, specifying the type of entity (Corporation, Partnership, Limited Liability Company, or other association).

Also, provide a separate statement on company letterhead under penalty of perjury under the laws of the State of California that all partners or members of the association agree to full liability for the performance of the work necessary to design and build the Project if awarded the contract for the work.