

**COUNTY OF SANTA CLARA
Santa Clara Valley Medical Center
SEISMIC SAFETY PROJECT**

**REQUEST FOR QUALIFICATIONS
DESIGN/BUILD ENTITY**

Services Building Replacement (SBR)

PROJECT #2010-15109

June 07, 2010

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1. INTRODUCTION AND WORK TO BE PERFORMED

- 1.1. The County of Santa Clara (the County) wishes to prequalify Design/Build (D/B) Entities with the demonstrated experience, competency, capability and capacity to complete projects of similar size and scope and that proposed key personnel have sufficient experience and training to competently manage and complete the design and construction of the new Services Building Replacement (Project), at the Santa Clara Valley Medical Center (SCVMC) located at 751 Bascom Ave, San Jose, CA. The County is conducting a two-step selection process.

The first step is this Request for Qualifications and involves the evaluation of minimum qualifications to establish a pool of responsible D/B Entities. Of those that respond to this RFQ that meet the minimum qualifications, the County intends to select the most qualified D/B Entities, (Qualified RFP Proposers), to proceed to the second step. The second step is the Request for Proposal (RFP), which will include evaluation of a design-build proposal based upon best value. **Only Qualified RFP Proposers will be permitted to submit proposals for the Project.**

- 1.2. The County desires to select a D/B Entity that will provide all necessary design and construction services required for the Project. The D/B Entity will be expected to meet the overall construction schedule time frame by “fast tracking” design and construction and obtaining permits on an incremental basis.
- 1.3. The County has engaged the services of SmithGroup, Inc. (Owner’s Architect) to serve as the Owner’s Architect for architectural review in conjunction with the SBR Team. The Owner’s Architect will prepare the Project Criteria Documents, which will set forth the scope of the Project, and which will include bridging drawings, performance specifications and a BIM model for the D/B Entities use in completing the design in the mandatory BIM format.
- 1.4. The County Local Preference Policy will apply at the RFP stage.
- 1.5. The County is considering extending an existing Owner Controlled Insurance Program to this Project.
- 1.6. The County will provide a Builders’ Risk/Course of Construction on an “all-risk” basis for this project.
- 1.7. The County will negotiate and enter into a Project Labor Agreement (PLA) for this Project or enforce a labor compliance program under section 1771.5 of the Labor Code.

2. BACKGROUND AND PROJECT DESCRIPTION

- 2.1. The County of Santa Clara is a political subdivision of the State of California. The County has a charter form of government. The Board of Supervisors (the Board) is composed of five members elected to serve staggered four-year terms. A County Executive, appointed by the Board, manages the day-to-day business of the County.

- 2.2. The SCVMC is a County Hospital serving the County, and several neighboring counties, as a Level 1 Adult and Level II Pediatric Trauma Center with specialties in burn, traumatic brain and spinal injuries. SCVMC provides 24 hours Comprehensive Emergency Care and maintains an on-site helipad.

The proposed Project is part of SCVMC's Seismic Safety Project. The new Services Building Replacement (SBR) must be completed by March 2013.

- 2.3. The Seismic Safety Project also includes a series of structural upgrade and building replacement projects in response to the requirements of Alfred E. Alquist Hospital Facility Safety Act of 1983 (Senate Bill 1953). Two (2) acute bed facilities (totaling 272 ICU and Acute Beds) are planned to replace an equal number of licensed SCVMC beds with modern, single patient rooms, in buildings designed to remain in service in the event of a major earthquake.

Conceptual planning for phased expansion of the SCVMC was developed by the County with consulting advice from SmithGroup, Inc., and Anshen + Allen, Inc. Projects in progress and/or completed include expansion of parking facilities in the form of a surface lot and construction of 1,500-space parking structure and of Bed Building 1.

The SBR project consists of approximately 150,000 square feet of new building space. The SBR will replace the existing material management dock facility; replace the main kitchen; provide a new tunnel to connect between the Main Hospital and the SBR; provide additional offices for administrative functions, which space may possibly convert to future clinical space; and provide site improvements. The County's preliminary estimated budget for design and construction of this Project is **\$55,000,000**. The County will refine the estimated cost and publish the updated cost in the RFP.

- 2.4. The SCVMC SBR Team includes:

- SmithGroup, Inc. – Owner's Architect
- Ted Jacob Engineering Group – MEP Engineers
- ARUP– Structural Engineer
- Sandis – Civil Engineer
- Keller Mitchell & Co. Landscape Architects – Landscape Designer
- The Marshall Associates, Inc. – Food Service Consultant
- Lammers + Associates – Materials Mgmt/AGV
- Syska Hennessy – Elevator Consultant
- Charles M. Salter Associates Inc. – Acoustical Engineer
- SGH – Waterproofing Consultant
- TEECOM Design Group – Tele/Data
- Davis Langdon & TBD, Inc. – Cost Consultants
- James C. Hall, AIA – Owner's Project Manager
- URS Corporation – Construction Management

The above-referenced individuals and firms are not eligible to participate in the preparation of a proposal with any design-build entity per Public Contracts Code section 20133(d)(1)(B). Communications and questions about this RFQ should be directed in the manner and to the Point of Contact detailed in this RFQ, section 3.8.

3. PREQUALIFICATION OF DESIGN/BUILD ENTITY

3.1. MANDATORY PREQUALIFICATION MEETING

A mandatory prequalification meeting will be held on Wednesday, June 16, 2010. A representative from the qualifying D/B Entity must attend this meeting. This briefing will include a presentation addressing the Project and the procurement process. Attendance is required for submittal of qualifications to be accepted. Please confirm your planned attendance by noon on June 14, 2010 via email to the designated Point of Contact identified in section 3.8.

Meeting Name: Prequalification Information Meeting
Date of Meeting: June 16, 2010
Time of Meeting: 2:00 pm – 3:00 pm
Conference Room: Enborg Seminar Conference Room, 1st floor AOB
2325 Enborg Lane
San Jose, CA 95128

3.2. PREQUALIFICATION REQUIREMENTS

It is mandatory that all D/B Entities to be considered for selection as a Qualified RFP Proposer must fully complete the Prequalification Questionnaire and provide all materials required in this RFQ. In addition, the County may consider other information available to the County in its evaluation of the qualifications of D/B Entities or a Qualified RFP Proposer. The County may select up to six (6) of the highest scored D/B Entities for the pool of Qualified RFP Proposers. The County may terminate the Design-Build selection process at any time.

Neither the fact of prequalification, nor any prequalification rating, will preclude the County from continued evaluation and assessment of a proposing D/B Entity or Qualified RFP Proposer's quality, fitness, trustworthiness, capacity and experience to satisfactorily perform the proposed work.

All submissions will be kept confidential until the pool of Qualified RFP Proposers is identified and subject to appeal as provided herein. Following written notice of the qualification results, the prequalification submissions will be subject to disclosure in accordance with the California Public Records Act (CPRA), Government Code Chapter 3.5. Proposers should mark those portions of their submissions that they deem exempt from disclosure under the CPRA. If a request is made for a copy of the submission, the proposer will be notified and given an opportunity to defend their position that the submission, or a portion of the submission, is exempt prior to disclosure and defend their position in court, if necessary. The County will not delay or suspend the proposal process for resolution of these issues.

3.3. THE DESIGN BUILD ENTITY

A D/B Entity must be a partnership, corporation, or other legal entity that is able to provide appropriately licensed contracting, architectural, and engineering services as needed pursuant to a design-build contract for this project. The legal entity for Qualified RFP Proposers must be formed, bound, licensed and registered with the California Secretary of State prior to contract award. The proposed structure of the D/B Entity must be described in the response to this RFQ, including a description of proposed corporate officers and shareholders with a controlling interest, managing partners, or joint venture entity with management control of the resulting legal entity, as applicable. Submit signed Teaming Agreements between the Contractor and the Architect, and between the Architect and the Structural Engineer, in response to this RFQ. Agreements must include the information required in the attached Teaming Agreement (See Attachment 2).

In the RFQ submission, each D/B Entity must identify and provide all of the prequalification information for the following components of the proposed Team Organization, and explain their management role, if any, in the D/B Entity:

Qualifying Team Members at time of RFO

- General Contractor
- Architect of Record
- Structural Engineer of Record

The intent of this Prequalification is to establish and prequalify Qualified RFP Proposers and their proposed Team Organization. Upon being selected as a Qualified RFP Proposer, the prequalified D/B Entity must be the same team at the time of proposal. **Any substitution of one of these three Team Members at the RFP submission date or later may be grounds for disqualification.**

3.4. PREQUALIFICATION & EVALUATION CRITERIA

Each proposing D/B Entity must submit a completed Prequalification Questionnaire, included as Attachment 1 to this document. The County will review, evaluate, and score each Proposer's qualifications based on the evaluation criteria listed below.

The D/B Entity must complete the appropriate portions of the Prequalification Questionnaire for the applicable Team Member listed above (General Contractor, Architect, and Structural Engineer) as indicated:

- 3.4.1. Part I – Essential Requirements for Qualification. To pre-qualify, the proposing D/B Entity will be required to have a passing grade for each criterion within this section. This section is PASS/FAIL.
- 3.4.2. Part II – Organization and Structure. To pre-qualify, all Team Members must complete this section. This section is not scored.
- 3.4.3. Part III - History of the Business, Organizational Performance, Claims & Disputes, and Safety Compliance. To pre-qualify, all Team Members must complete this section. This section is scored.

- 3.4.4. Part IV - Design and Construction Projects Completed. To pre-qualify, all Team Members must complete this section. This section is scored. Company reference checks will be part of the scoring of this section.

There are a maximum of 417 points.

3.5. RESPONSIVENESS IN RFQ SUBMISSIONS

The County will review prequalification submissions to determine responsiveness. The County may refuse to consider any RFQ submission that is incomplete, determined to include false or misleading information, or late. Those D/B Entities rejected for lack of responsiveness have no right of appeal.

If a prequalification package is submitted on time and found to have minor irregularities and/or omissions, the qualifying D/B Entity will be contacted and will have three (3) business days from notification to add whatever information is needed to make its prequalification submission complete.

3.6. NOTIFICATION

The County will notify all those who submitted an RFQ Package of the County's determination of the pool of Qualified RFP Proposers. Those who are not selected as a Qualified RFP Proposer may initiate an appeal process as described below.

3.7. APPEAL PROCESS

Those who are not selected as a Qualified RFP Proposer may appeal the County's determination not later than five (5) business days from the date of the notification letter by providing written notice to Duane Oberquell, SCHHS Director of Facilities at the address in section 4.3. The appeal must state the basis for disputing the County's determination. Failure to present an appeal within this time constitutes a waiver of any and all rights to challenge the decision of the County, whether by administrative, judicial or any other legal process or proceeding.

Following the County's receipt of a timely appeal, the SCHHS Director of Facilities will conduct an informal hearing no later than ten business days after the County's receipt of the appeal. The Director of Facilities will not participate in the initial determination of Qualified RFP Proposers. The appellant will be given the opportunity to present information regarding their qualifications for the Project. Within three (3) days after the conclusion of the hearing, the County will render its decision in writing. This determination will be County's final decision.

3.8. PREQUALIFICATION POINT OF CONTACT

Any questions regarding the RFQ should be directed, in writing, to:

Laura Reyes, Contracts Manager
Services Building Replacement Project
Seismic Safety Project
2400 Clove Drive, San Jose, CA 95128

Email: laura.reyes@hhs.sccgov.org
 Fax: 408.885.3262

No questions pertaining to this RFQ will be entertained after 12:00 PM Pacific Daylight Time (PDT) on Wednesday, June 22, 2010.

4. INSTRUCTIONS FOR PREQUALIFICATION SUBMISSION

- 4.1. The prequalification questionnaire must be signed under penalty of perjury in the manner designated at the end of the form, by an individual who has the legal authority to bind the entity on whose behalf that person is signing. If any information provided by an entity becomes inaccurate, the entity must immediately notify the County and provide updated accurate information in writing, under penalty of perjury.
- 4.2. The prequalification submission must be provided on the Prequalification Questionnaire form provided. To the extent that additional space is required in order to fully and completely respond to any question in the questionnaire space provided, submit additional information on company letterhead of the firm submitting the Questionnaire with reference to: (a) the Project, (b) the relevant subpart and question, and (c) the Questionnaire page number for which the information is being provided.
- 4.3. Prequalification Questionnaires must be submitted in 3-ring binders with tabs indicating all subparts. Attachments and additional information must be placed behind the appropriate tabs for the subpart for which it is required. The front of the binders must be marked "CONFIDENTIAL" and must indicate the D/B Entity's name. The D/B Entity must separately indicate the portions of the submittal that the D/B Entity contends are exempt under the CPRA.

The D/B Entities must include one original, five (5) hard copies and one (1) PDF electronic copy on compact disk of the required Prequalification Package in a sealed envelope(s). Sealed envelope(s) must be labeled, submitted and received on the designated date and by the designated time at the Facilities Department:

Label: SBR Design/Build Entity Prequalification

Attention: Duane Oberquell, Director of Facilities, SCVHHS
 Santa Clara Valley Medical Center
 Facilities Office
 800 Thornton Way
 San Jose, CA 95128

5. TENTATIVE SCHEDULE FOR RFQ, NOTIFICATION AND RFP ISSUANCE

- | | |
|---|------------------|
| • Issue RFQ | June 07, 2010 |
| • Prequalification Information Briefing | June 16, 2010 |
| • Deadline for Submission of Questions on RFQ | June 22, 2010 |
| • Qualifications Due | June 29, 2010 |
| • Notification of Qualification | July 23, 2010 |
| • Issuance of RFP | October 04, 2010 |

ATTACHMENT 1: PREQUALIFICATION QUESTIONNAIRE

PART A: DESIGN BUILD ENTITY (D/B ENTITY) INFORMATION

D/B Entity Name: _____
(as it appears on license or will appear on license)

Check One: ☐ Corporation
☐ Partnership
☐ Sole Proprietor
☐ Other Association

Contact Person: _____

Address: _____

Phone: _____ Fax: _____

Email: _____

Qualifying Team Organization (General Contracting & Design Professional License Number(s)):

Team Member

License #

General Contractor: _____

Address: _____

Architect: _____

Address: _____

Structural Engineer: _____

Address: _____

PART I. ESSENTIAL REQUIREMENTS FOR QUALIFICATION (PASS/FAIL)**(TO BE COMPLETED BY D/B ENTITY)**

D/B ENTITY will be immediately disqualified if the answer to any of questions 1, 3–7, 9–10, 14–16 is “NO.” D/B ENTITY will be immediately disqualified if the answer to any of questions 2, 8, 11–13 is “YES.” If the answer to question 12 is “yes,” and if debarment would be the sole reason for denial of prequalification, any prequalification issued will exclude the debarment period.

1. D/B ENTITY possesses a valid and current California Contractor's license for the project for which it intends to submit a Proposal.
☐ Yes ☐ No
2. Has the D/B ENTITY'S license been revoked at any time in the last five (5) years?
☐ Yes ☐ No
3. D/B ENTITY has a liability insurance policy with a policy limit of at least \$10,000,000 per occurrence and \$20,000,000 aggregate.
☐ Yes ☐ No
4. D/B ENTITY has an errors and omissions insurance policy with a policy limit of at least \$5,000,000 per occurrence and \$10,000,000 aggregate.
☐ Yes ☐ No
5. D/B ENTITY has current workers' compensation insurance policy as required by the Labor Code or is legally self-insured pursuant to Labor Code section 3700 et seq.
☐ Yes ☐ No
6. D/B ENTITY can obtain a Builder's Risk Insurance policy.
☐ Yes ☐ No
7. D/B ENTITY has Bonding Capacity of at least \$55,000,000 and has attached a notarized statement from your admitted surety insurer (approved by the California Department of Insurance and authorized to issue bonds in the State of California) which states: (a) that your “current” bonding capacity is sufficient for the project for which you seek prequalification and (b) your “current” available bonding capacity. Note “Current” is defined as bonding capacity at time of construction (construction start is noted as April 2011). Provide name of surety agent, address and telephone number.
☐ Yes ☐ No
NOTE: Notarized statement must be from the surety company, not an agent or broker.
8. Has a surety firm completed a contract on the D/B ENTITY'S behalf, or paid for completion because your firm was default terminated by the project owner within the last five (5) years?
☐ Yes ☐ No
9. Have you attached the latest copy of a reviewed or audited financial statement with accompanying notes and supplemental information? NOTE: A financial statement that is not either reviewed or audited is not acceptable.
☐ Yes ☐ No

10. D/B ENTITY has average of the past three premium years Experience Modification Rate (EMR) (California worker's compensation insurance) equal to or less than 1.00.
☐ Yes ☐ No
11. At the time of submitting this prequalification form, is the D/B ENTITY ineligible to bid on or be awarded a public works contract, or perform as a subcontractor on a public works contract, pursuant to either Labor Code section 1777.1 or Labor Code section 1777.7?
☐ Yes ☐ No
If the answer is "Yes," state the beginning and ending dates of the period of debarment:
12. At any time during the last five years, has the D/B ENTITY or any of its owners or officers been convicted of a crime involving the awarding of a contract of a government construction project, or the bidding or performance of a government contract?
☐ Yes ☐ No
13. Has there been any instance where the D/B ENTITY or its team members, or its owners, officers, or managing employees, defaulted on a construction or design contract?
☐ Yes ☐ No
14. D/B ENTITY has D/B experience with a minimum of two (2) projects with a contract value in current construction of \$20 million completed within the last ten (10) years?
☐ Yes ☐ No
15. Design team members have utilized Building Information Modeling (BIM)¹ for design on at least two (2) completed projects.
☐ Yes ☐ No
16. D/B ENTITY has utilized BIM² to coordinate MEP systems at shop drawing level of detail on at least two (2) completed construction projects and has included verifiable information? Verifiable information is: Owner and subcontractor reference check information as required on Part IVA of the Prequalification Package, and an attached MEP coordinated BIM for one 20,000sf floor plate of a completed project (**submit as a CD which contains a consolidated BIM in Navisworks**).
☐ Yes ☐ No

¹ Building Image Modeling (BIM) design and coordination experience in any software is acceptable.

² Submittal of BIM work is accepted only in Navisworks and Navisworks will be required for the Project.

PART II. ORGANIZATION AND STRUCTURE (TO BE COMPLETED BY ALL TEAM MEMBERS)**II.A Organization and Structure of the DESIGN BUILD ENTITY (This section is for information only, no points will be assessed)****For Firms That Are Corporations:**

- 1a. Date incorporated: _____
- 1b. Under the laws of what state: _____
- 1c. Provide all the following information for each person who is either (a) an officer of the corporation (president, vice president, secretary, treasurer), and/or (b) the owner of at least 10 per cent of the corporation's stock.

Position	Name	Years with Co.	% Ownership

- 1d. Identify every legal entity that any person listed above has been associated with (as owner, general partner, limited partner or officer) at any time during the last five (5) years.
NOTE: For this question, "owner" and "partner" refer to ownership of 10 per cent or more of the business, or 10 per cent or more of its stock, if the business is a corporation.

Person's Name	Firm	Dates of Person's Participation with Firm

For Firms That Are Partnerships:

- 1a. Date of formation: _____
- 1b. Under the laws of what state: _____
- 1c. Provide all the following information for each partner who owns 10 per cent or more of the firm.

Position	Name	Years with Co.	% Ownership

- 1d. Identify every legal entity that any partner has been associated with (as owner, general partner, limited partner or officer) at any time during the last five (5) years.

NOTE: For this question, "owner" and "partner" refer to ownership of 10 per cent or more of the business, or ten per cent or more of its stock, if the business is a corporation.

Person's Name	Firm	Dates of Person's Participation with Company

For Firms That Are Sole Proprietorships:

- 1a. Date of commencement of business. _____
- 1b. Social security number of company owner. _____
- 1c. Identify every legal entity that the sole proprietor has been associated with (as owner, general partner, limited partner or officer) at any time during the last five (5) years.

NOTE: For this question, "owner" and "partner" refer to ownership of 10 per cent or more of the business, or 10 per cent or more of its stock, if the business is a corporation.

Person's Name	Firm	Dates of Person's Participation with Company

For Firms That are (or will be) another Business Association, such as a Joint Venture:

- 1a. Date of commencement of legal entity: _____
- 1b. Provide all of the following information for each managing member or owner of the legal entity (an owner is someone that owns at least 10 per cent of the legal entity):

Name of Firm	Firm	Dates of Person's Participation with Company

2. Has there been any change in ownership of the D/B Entity at any time during the last three (3) years?

NOTE: A corporation whose shares are publicly traded is not required to answer this question.

☐ Yes ☐ No

If "yes," explain:

--

3. Is the D/B Entity a subsidiary, parent, holding company or affiliate of another design or construction firm?

NOTE: Include information about other firms if one firm owns 50 per cent or more of another, or if an owner, partner, or officer of your firm holds a similar position in another firm.

☐ Yes ☐ No

If "yes," explain:

4. Are any of the D/B Entity's corporate officers, partners or owners associated with any other design or construction firms?

NOTE: Include information about other firms if an owner, partner, or officer of your firm holds a similar position in another firm (provide name, position and other company name).

☐ Yes ☐ No

If "yes," provide information:

5. To the extent available, state the D/B Entity's gross revenues for each of the last three (3) years:

2007 _____ **2008** _____ **2009** _____

6. State the D/B Entity's estimated gross revenue for this year and their current anticipated back log for the next two years:

2010 _____ **2011** _____ **2012** _____

7. Based on the financial statement required in Part 1 Question 9, provide the following information about the D/B Entity:

Current Assets:	\$ _____
Current Liabilities:	\$ _____
Total Net Worth	\$ _____
Current Asset/Liability Ratio:	\$ _____
Working Capital:	
(Current Assets – Current Liabilities)	\$ _____

8. Has the D/B Entity changed its name or license number in the past five (5) years?

☐ Yes ☐ No

If "yes," explain:

II.B Organization and Structure of the GENERAL CONTRACTOR (This section is for information only, no points will be assessed)

General Contractor Name: _____
(as it appears on license)

Check One: ☐ Corporation
☐ Partnership
☐ Sole Proprietor
☐ Other Association

Contact Person: _____

Address: _____

Phone: _____ Fax: _____

Email: _____

How many people does the organization currently employ: _____

For Firms That Are Corporations:

- 1a. Date incorporated: _____
 1b. Under the laws of what state: _____
 1c. Provide all the following information for each person who is either (a) an officer of the corporation (president, vice president, secretary, treasurer), or (b) the owner of at least 10 per cent of the corporation's stock.

Position	Name	Years with Co.	% Ownership

- 1d. Identify every construction firm that any person listed above has been associated with (as owner, general partner, limited partner or officer) at any time during the last five (5) years.
 NOTE: For this question, "owner" and "partner" refer to ownership of 10 per cent or more of the business, or 10 per cent or more of its stock, if the business is a corporation.

Person's Name	Construction Firm	Dates of Person's Participation with Firm

For Firms That Are Partnerships:

- 1a. Date of formation: _____
- 1b. Under the laws of what state: _____
- 1c. Provide all the following information for each partner who owns 10 per cent or more of the firm.

Position	Name	Years with Co.	% Ownership

For Firms That Are Sole Proprietorships:

- 1a. Date of commencement of business. _____
- 1b. Social security number of company owner. _____
- 1c. Identify every construction firm that the business owner has been associated with (as owner, general partner, limited partner or officer) at any time during the last five (5) years.
NOTE: For this question, "owner" and "partner" refer to ownership of 10 per cent or more of the business, or 10 per cent or more of its stock, if the business is a corporation.

Person's Name	Construction Firm	Dates of Person's Participation with Company

2. Has there been any change in ownership of the General Contractor at any time during the last three (3) years?
NOTE: A corporation whose shares are publicly traded is not required to answer this question.
☐ Yes ☐ No
If "yes," explain:

3. Is the General Contractor a subsidiary, parent, holding company or affiliate of another construction firm?
NOTE: Include information about other firms if one firm owns 50 per cent or more of another, or if an owner, partner, or officer of your firm holds a similar position in another firm.
☐ Yes ☐ No

If "yes," explain:

4. Are any of the General Contractor's corporate officers, partners or owners associated with any other construction firms?

NOTE: Include information about other firms if an owner, partner, or officer of your firm holds a similar position in another firm (provide name, position and other company name).

☐ Yes ☐ No

If "yes," provide information:

5. Has any owner, partner or (for corporations) officer of the General Contractor operated a construction firm under any other name in the last five (5) years?

NOTE: Include information about other firms if an owner, partner, or officer of your firm holds a similar position in another firm (provide name, position and other company name).

☐ Yes ☐ No

If "yes," provide information:

6. State the General Contractor's gross revenues for each of the last three (3) years:
2007 _____ **2008** _____ **2009** _____

7. State the General Contractor's estimated gross revenue for this year and their current anticipated back log for the next two years:
2010 _____ **2011** _____ **2012** _____

8. Based on the financial statement required in Part 1 Question 9, provide the following information about the General Contractor:

Current Assets:	\$ _____
Current Liabilities:	\$ _____
Total Net Worth	\$ _____
Current Asset/Liability Ratio:	\$ _____
Working Capital:	
(Current Assets – Current Liabilities)	\$ _____

9. List all California construction license numbers, classifications and expiration dates of the California contractor licenses held by the General Contractor:

Contractor License Number	Classification(s)	Expiration Date

10. If any of the General Contractor's licenses are held in the name of a corporation or partnership, list below the names of the qualifying individuals listed on the CSLB records who meet the experience and examination requirements for each license.

Contractor License Number	Name of Qualifying Individual

11. Has the General Contractor changed its name or license number in the past five (5) years?

☐ Yes ☐ No

If "yes," explain:

--

12. Provide documentation from the General Contractor's surety identifying the following:

Bonding Company/Surety:

Surety Agent:

Agent Address:

Telephone #:

13. List all other sureties (name and full address) that have written bonds for your firm during the last five (5) years, including the dates during which each wrote the bonds:

Date	Surety	Address

14. Provide the following information for the Project Executive who will be assigned to the Project. Provide a resume and three (3) references for engagements within the last ten (10) years.

Position	Name	Years with Company

II.C Organization and Structure of the ARCHITECT (This section is for information only, no points will be assessed)

Architect Company Name: _____

Check One: ☐ Corporation
☐ Partnership
☐ Sole Proprietor
☐ Other Association

Contact Person: _____

Address: _____

Phone: _____ Fax: _____

Email: _____

How many people does the organization currently employ: _____

For Firms That Are Corporations:

- 1a. Date incorporated: _____
 1b. Under the laws of what state: _____
 1c. Provide all the following information for each person who is either (a) an officer of the corporation (president, vice president, secretary, treasurer), or (b) the owner of at least 10 per cent of the corporation's stock.

Position	Name	Years with Co.	% Ownership

- 1d. Identify every construction firm that any person listed above has been associated with (as owner, general partner, limited partner or officer) at any time during the last five (5) years.
 NOTE: For this question, "owner" and "partner" refer to ownership of 10 per cent or more of the business, or 10 per cent or more of its stock, if the business is a corporation.

Person's Name	Architecture Firm	Dates of Person's Participation with Firm

For Firms That Are Partnerships:

- 1a. Date of formation: _____
- 1b. Under the laws of what state: _____
- 1c. Provide all the following information for each partner who owns 10 per cent or more of the firm.

Position	Name	Years with Co.	% Ownership

For Firms That Are Sole Proprietorships:

- 1a. Date of commencement of business. _____
- 1b. Social security number of company owner. _____
- 1c. Identify every construction firm that the business owner has been associated with (as owner, general partner, limited partner or officer) at any time during the last five (5) years.
NOTE: For this question, "owner" and "partner" refer to ownership of 10 per cent or more of the business, or 10 per cent or more of its stock, if the business is a corporation.

Person's Name	Architecture Firm	Dates of Person's Participation with Company

2. Has there been any change in ownership of the Architect Firm at any time during the last three (3) years?

NOTE: A corporation whose shares are publicly traded is not required to answer this question.

☐ Yes ☐ No

If "yes," explain:

3. Is the Architect Firm a subsidiary, parent, holding company or affiliate of another construction firm?

NOTE: Include information about other firms if one firm owns 50 per cent or more of another, or if an owner, partner, or officer of your firm holds a similar position in another firm.

☐ Yes ☐ No

If "yes," explain:

4. Are any of the Architect Firm's corporate officers, partners or owners associated with any other construction firms?

NOTE: Include information about other firms if an owner, partner, or officer of your firm holds a similar position in another firm (provide name, position and other company name).

☐ Yes ☐ No

If "yes," provide information:

5. Has any owner, partner or (for corporations) officer of the Architect Firm operated a design firm under any other name in the last five (5) years?

NOTE: Include information about other firms if an owner, partner, or officer of your firm holds a similar position in another firm (provide name, position and other company name).

☐ Yes ☐ No

If "yes," provide information:

6. State the Architect Firm's gross revenues for each of the last three (3) years:

2007 _____ **2008** _____ **2009** _____

7. State the Architect Firm's estimated gross revenue for this year and their current anticipated back log for the next two years:

2010 _____ **2011** _____ **2012** _____

8. Based on the financial statement required in Part 1 Question 9, provide the following information about the Architect:

Current Assets: \$ _____
Current Liabilities: \$ _____
Total Net Worth \$ _____
Current Asset/Liability Ratio: \$ _____
Working Capital:
 (Current Assets – Current Liabilities) \$ _____

9. Has the Architect Firm changed its name or license number in the past five (5) years?

☐ Yes ☐ No

If “yes,” explain:

[illegible]

10. Provide the following information for the Architect of Record (the architect whose stamp will appear on the Project documents) for the Project. Provide a resume and three (3) references for engagements within the last ten (10) years.

Name	License Number	Years Licensed

II.D Organization and Structure of the STRUCTURAL ENGINEER (This section is for information only, no points will be assessed)

Structural Engineer Company Name: _____

Check One: ☐ Corporation
☐ Partnership
☐ Sole Proprietor
☐ Other Association

Contact Person: _____

Address: _____

Phone: _____ Fax: _____

Email: _____

How many people does the organization currently employ: _____

For Firms That Are Corporations:

- 1a. Date incorporated: _____
 1b. Under the laws of what state: _____
 1c. Provide all the following information for each person who is either (a) an officer of the corporation (president, vice president, secretary, treasurer), or (b) the owner of at least 10 per cent of the corporation's stock.

Position	Name	Years with Co.	% Ownership

- 1d. Identify every construction firm that any person listed above has been associated with (as owner, general partner, limited partner or officer) at any time during the last five (5) years.
 NOTE: For this question, "owner" and "partner" refer to ownership of 10 per cent or more of the business, or 10 per cent or more of its stock, if the business is a corporation.

Person's Name	Structure Firm	Dates of Person's Participation with Firm

For Firms That Are Partnerships:

- 1a. Date of formation: _____
- 1b. Under the laws of what state: _____
- 1c. Provide all the following information for each partner who owns 10 per cent or more of the firm.

Position	Name	Years with Co.	% Ownership
General Partner			

For Firms That Are Sole Proprietorships:

- 1a. Date of commencement of business. _____
- 1b. Social security number of company owner. _____
- 1c. Identify every construction firm that the business owner has been associated with (as owner, general partner, limited partner or officer) at any time during the last five (5) years.
NOTE: For this question, "owner" and "partner" refer to ownership of 10 per cent or more of the business, or 10 per cent or more of its stock, if the business is a corporation.

Person's Name	Structure Firm	Dates of Person's Participation with Company

2. Has there been any change in ownership of the Structural Engineer at any time during the last three (3) years?
NOTE: A corporation whose shares are publicly traded is not required to answer this question.
☐ Yes ☐ No
If "yes," explain:

3. Is the Structural Engineer a subsidiary, parent, holding company or affiliate of another construction firm?
NOTE: Include information about other firms if one firm owns 50 per cent or more of another, or if an owner, partner, or officer of your firm holds a similar position in another firm.
☐ Yes ☐ No

If "yes," explain:

4. Are any of the Structural Engineer's corporate officers, partners or owners associated with any other construction firms?

NOTE: Include information about other firms if an owner, partner, or officer of your firm holds a similar position in another firm (provide name, position and other company name).

☐ Yes ☐ No

If "yes," provide information:

5. Has any owner, partner or (for corporations) officer of the Structural Engineer operated a design firm under any other name in the last five (5) years?

NOTE: Include information about other firms if an owner, partner, or officer of your firm holds a similar position in another firm (provide name, position and other company name).

☐ Yes ☐ No

If "yes," provide information:

6. State the Structural Engineer's gross revenues for each of the last three (3) years:
2007 _____ **2008** _____ **2009** _____

7. State the Structural Engineer's estimated gross revenue for this year and their current anticipated back log for the next two years:
2010 _____ **2011** _____ **2012** _____

8. Based on the financial statement required in Part 1 Question 9, provide the following information about the Structural Engineer:

Current Assets: \$ _____

Current Liabilities: \$ _____

Total Net Worth \$ _____

Current Asset/Liability Ratio: \$ _____

Working Capital:

(Current Assets – Current Liabilities) \$ _____

9. Has the Structural Engineer changed its name or license number in the past five (5) years?

☐ Yes ☐ No

If "yes," explain:

--

10. Provide the following information for the Structural Engineer of Record (the engineer whose stamp will appear on the Project documents) for the Project. Provide a resume and three (3) references for engagements within the last ten (10) years.

Name	License Number	Years Licensed

PART III. HISTORY OF THE BUSINESS, ORGANIZATIONAL PERFORMANCE, CLAIMS & DISUPUTES AND SAFETY COMPLIANCE

(TO BE COMPLETED BY ALL TEAM MEMBERS)

III.A History of the Business, Organizational Performance, Claims & Disputes and Safety Compliance of the GENERAL CONTRACTOR (This section has a total of 100 Points)

History & Organizational Performance

1. How many years has the General Contractor been in business in California as a general contractor under the present business name and license number? _____ Years

0 yr to 5 yrs	=	2 pts
+ 5 yrs	=	5 pts
+ 10 yrs	=	10 pts

2. Does the General Contractor currently employ LEED (Leadership in Energy & Environment Design) Accredited Professionals?

☐ Yes	☐ No	No = 0 pt	Yes = 5 pts
------------------------------	-----------------------------	-----------	-------------

3. Has the General Contractor certified commercial building projects in accordance with LEED criteria (minimum level of silver)?

☐ Yes	☐ No	No = 0 pt	Yes = 5 pts
------------------------------	-----------------------------	-----------	-------------

If "yes," identify the most recent certified project which demonstrates the General Contractor's ability to successfully design the Project so as to achieve LEED certification:

Project	Location (city, state)	Certification Level	Date Completed

4. Is the General Contractor currently the debtor in a bankruptcy case?

☐ Yes	☐ No	No = 3 pts	Yes = 0 pt
------------------------------	-----------------------------	------------	------------

If "yes," indicate the case number, and the date on which the petition was filed.

Case #: _____ **Date filed:** _____

5. Was the General Contractor in bankruptcy at any time during the last five (5) years?

(This question refers only to a bankruptcy action that was not described in answer to question 4, above)

☐ Yes	☐ No	No = 3 pts	Yes = 0 pt
------------------------------	-----------------------------	------------	------------

If "yes," please attach a copy of the bankruptcy petition, showing the case number and the date on which the petition was filed, and a copy of the Bankruptcy Court's discharge order, or of any other document that ended the case, if no discharge order was issued.

Case #: _____ **Date filed:** _____ **Discharge #:** _____

Licensing

6. In the past five (5) years, has the General Contractor been cited for violations of the Contractor's State License Law (Chapter 9 (commencing with section 70000) of Division 3 of the Business and Professions code), excluding alleged violation of federal or state law including the payment of wages, benefits, apprenticeship requirements, or personal income tax withholding?

Note: If the General contractor has filed an appeal of a citation that has not yet been ruled on, it need not include information about that claim.

☐ Yes ☐ No No = 2 pts Yes = 0 pt

If “yes,” describe the nature of the each violation and give a brief explanation:

Violation:		Project:	
Completion:		Owner:	
Explanation:			

Violation:			Project:		
Completion:		Owner:			
Explanation:					

Claims & Disputes

7. At any time in the last five (5) years has the General Contractor been assessed and paid liquidated damages of more than \$100,000 after completion of a project under a construction contract with either a public or private owner?

☐ Yes ☐ No

0 projects	=	5 pts
1 – 2 projects	=	3 pts
More than 2 projects	=	0 pt

If yes, identifying all such projects by owner, owner's address, the date of completion of the project, amount of liquidated damages assessed and all other information necessary to fully explain the assessment of liquidated damages.

Owner:		Address:	
Completed:		Amount:	
Other:			

Explanation:

- NOTE: "Associated with" refers to another construction firm in which an owner, partner or officer of your firm held a similar position, and which is listed in response to questions under part II on this form

If “yes,” State whether the firm involved was the firm applying for prequalification here or another firm. Identify by name of the company, the name of the person within your firm who was associated with that company, the year of the event, the owner of the project, the project and the basis for the action.

Person:		Company:		
Owner:		Project:		
Basis:			Year:	
Explanation:				

- ☐ Yes ☐ No 0 instances = 5 pts
2 instances = 3 pts
More than 2 instances = 0 pt

Carrier:		Form:		Year:	
Explanation:					

Carrier:		Form:		Year:	
Explanation:					

Carrier:		Form:		Year:	
Explanation:					

10. Has the General Contractor been required to pay a premium of more than one per cent for a performance and payment bond on any project(s) on which the General Contractor worked at any time during the last five (5) years?

☐ Yes ☐ No No = 3 pts Yes = 0 pt

If yes, state the percentage that your firm was required to pay, you may provide an explanation for a percentage rate higher than one per cent, if you wish to do so.

Year:		Rate:	
Explanation:			

Year:		Rate:	
Explanation:			

Year:		Rate:	
Explanation:			

11. During the last five (5) years, has the General Contractor ever been denied bond coverage by a surety company, or has there ever been a period of time when the General Contractor had no surety bond in place during a public construction project when one was required?

☐ Yes ☐ No No = 5 pts Yes = 0 pt

If yes, provide the date when your firm was denied coverage and the name of the company or companies which denied coverage; and the period during which you had no surety bond in place.

Date:		Surety:		Period:	
Explanation:					
Date:		Surety:		Period:	
Explanation:					

Compliance with Occupational Safety & Health Laws & with Other Labor Legislation Safety

12. Has CAL OSHA cited and assessed penalties against the General Contractor for any "serious," "willful" or "repeat" violations of its safety or health regulations in the past five (5) years?

NOTE: If you have filed an appeal of a citation, and the Occupational Safety and Health Appeals Board has not yet ruled on your appeal, you need not include information about it.

☐ Yes ☐ No
 0 instances = 5 pts
 2 instances = 3 pts
 More than 2 instances = 0 pt

If "yes," attached a separate signed page describing the citations, including information about the dates of the citations, the nature of the violation, the project on which the citation(s) was or were issued, the amount of penalty paid, if any. If the citation was appealed to the Occupational Safety and Health Appeals Board and a decision has been issued, state the case number and the date of the decision.

Description:		Date:		Nature:	
Project:		Amount:			
Description:		Date:		Nature:	
Project:		Amount:			
Description:		Date:		Nature:	
Project:		Amount:			

13. Has the federal Occupational Safety and Health Administration cited and assessed penalties against the General Contractor in the past five (5) years?

NOTE: If the General Contractor have filed an appeal of a citation and the Appeals Board has not yet ruled on your appeal, or if there is a court appeal pending, you need not include information about the citation.

☐ Yes	☐ No	0 instances	=	5 pts
		2 instances	=	3 pts
		More than 2 instances	=	0 pt

If “yes,” describe each citation:

Explanation:

Explanation:

Explanation:

14. Has the EPA or any Air Quality Management District or any Regional Water Quality Control Board cited and assessed penalties against either the General Contractor or the owner of a project on which the General Contractor was the contractor, in the past five (5) years?

NOTE: If you have filed an appeal of a citation and the Appeals Board has not yet ruled on your appeal, or if there is a court appeal pending, you need not include information about the citation.

☐ Yes	☐ No	0 instances	=	5 pts
		2 instances	=	3 pts
		More than 2 instances	=	0 pt

If “yes,” describe each citation:

Explanation:

Explanation:**Explanation:**

15. Attach a copy from the General Contractor's insurance carrier and list the General Contractor's Experience Modification Rate (EMR) for **California** worker's compensation insurance for each of the past three premium years.

NOTE: An Experience Modification Rate is issued to your firm annually by your workers' compensation insurance carrier.

Current year (20__): _____

Previous year (20__): _____

Year prior to previous year (20__): _____

Score based on Average of the three premium years:

Less than or = 0.65 = 15 pts

Between 0.66 to 0.80 = 10 pts

Between 0.81 to 1.00 = 05 pts

If your EMR for any of these three years is or was greater than 1.00 attach a letter of explanation.

16. Within the last five (5) years has there ever been a period when the General Contractor had employees but was without workers' compensation insurance or state-approved self-insurance?

☐ Yes ☐ No No = 3 pts Yes = 0 pt

Safety Compliance & Quality Control

17. Has the General Contractor participated in an Owner Controlled Insurance Program?

☐ Yes ☐ No No = 0pt Yes = 3 pts

If yes, provide the following information for a single project:

Project Name:		Contract Value:	
Owner:		Completion Date:	

18. Does the General Contractor require documented safety meetings to be held for construction employees and field supervisors during the course of the project?
☐ Yes ☐ No No = 0pt Yes = 1 pt
☐ Weekly ☐ Bi-weekly ☐ Monthly ☐ Less Frequent
19. Does the General Contractor have a written Injury and Illness Prevention Program (IIPP) that complies with California Code of Regulations?
☐ Yes ☐ No No = 0pt Yes = 1 pt
20. Does the General Contractor have personnel permanently assigned to safety?
☐ Yes ☐ No No = 0pt Yes = 1 pt
21. Does the General Contractor have a substance abuse testing program?
☐ Yes ☐ No No = 0pt Yes = 1 pt
☐ Pre-Hire ☐ Random ☐ Probable Cause ☐ Post -Incident
22. Does the General Contractor have a written Quality Assurance/Quality Control ("QA/QC") program?
☐ Yes ☐ No No = 0pt Yes = 1 pt
23. Does the General Contractor have personnel permanently assigned QA/QC?
☐ Yes ☐ No No = 0pt Yes = 1 pt

Prevailing Wage

24. Has there been more than one occasion during the last five (5) years in which the General Contractor was required to pay either back wages or penalties for your own firm's failure to comply with **California'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 | 0 instances | = | 5 pts |
| | | 2 instances | = | 3 pts |
| | | More than 2 instances | = | 0 pt |

If "yes," identifying the name of the project, the date of its completion, and the public agency for which it was constructed.

Violation:		Project:	
Agency:		Completion:	

Violation:		Project:	
Agency:		Completion:	

Violation:		Project:	
Agency:		Completion:	

25. Has the General Contractor worked under a Project Labor Agreement (PLA)?

☐ Yes ☐ No No = 0pt Yes = 3 pts

26. Has the General Contractor enforced a labor compliance program under section 1771.5 of the Labor Code?

☐ Yes ☐ No No = 0pt Yes = 1 pt

III.B History of the Business, Organizational Performance and Claims & Disputes of the ARCHITECT (This section has a total of 43 Points)

History & Organizational Performance

1. How many years has the Architect Firm been in business in California as an architectural firm under the present business name and license number? _____ Years
- | | | |
|---------------|---|--------|
| 0 yr to 5 yrs | = | 2 pts |
| + 6 yrs | = | 5 pts |
| + 10 yrs | = | 10 pts |

2. Does the Architect Firm currently employ LEED (Leadership in Energy & Environment Design) Accredited Professionals?

☐ Yes ☐ No No = 0 pt Yes = 5 pts

3. Has the Architect Firm certified commercial building projects in accordance with LEED criteria (minimum level of silver)?

☐ Yes ☐ No No = 0 pt Yes = 5 pts

If "yes," identify the most recent certified project which demonstrates the General Contractor's ability to successfully design the Project so as to achieve LEED certification:

Project	Location (city, state)	Certification Level	Date Completed

4. Is the Architect Firm currently the debtor in a bankruptcy case?

☐ Yes ☐ No No = 3 pts Yes = 0 pt

If "yes," indicate the case number, and the date on which the petition was filed.

Case #: _____ **Date filed:** _____

5. Was the Architect Firm in bankruptcy at any time during the last five (5) years?

(This question refers only to a bankruptcy action that was not described in answer to question 4, above)

☐ Yes ☐ No No = 3 pts Yes = 0 pt

If "yes," please attach a copy of the bankruptcy petition, showing the case number and the date on which the petition was filed, and a copy of the Bankruptcy Court's discharge order, or of any other document that ended the case, if no discharge order was issued.

Case #: _____ **Date filed:** _____ **Discharge #:** _____

Claims & Disputes

6. In the past ten (10) years has the Architect Firm operated without professional liability insurance?

☐ Yes ☐ No No = 5 pts Yes = 0 pt

7. In the last five (5) years has any claim in excess of \$100,000 been made against the Architect Firm arising from or related to a design or construction contract (including claims for violation of the Federal or California False Claims Act) that was not resolved by change order or contract amendment?

☐ Yes ☐ No 0 – 2 projects = 5 pts
 3 projects = 3 pts
 More than 3 projects = 0 pt

If “yes,” identify the claims(s) by providing the following information and a brief description of the nature of the claim, a brief description of the status of the claim (pending or, if resolved, a brief description of the resolution).

Project:		Date:	
Claimant:		Court:	
Nature:			
Description:			

8. In the last five (5) years has the Architect Firm made any claim in excess of \$100,000 against a project owner arising from or related to a design or construction contract that was not resolved by change order or contract amendment?

☐ Yes ☐ No 0 – 2 projects = 5 pts
 3 projects = 3 pts
 More than 3 projects = 0 pt

If “yes,” identify the claims(s) by providing the following information, name of the entity against whom the claim was filed, a brief description of the nature of the claim, and a brief description of the status of the claim (pending or, if resolved, a brief description of the resolution).

Project:		Date:	
Entity(s):		Court:	
Nature:			

Description:

9. In the last five (5) years has any insurance carrier, for any form of insurance, refused to renew the insurance policy of the Architect Firm?

☐ Yes ☐ No
 0 instances = 2 pts
 2 instances = 1 pts
 More than 2 instances= 0 pt

If yes, provide the following information:

Carrier:		Form:		Year:	
Explanation:					
Carrier:		Form:		Year:	
Explanation:					
Carrier:		Form:		Year:	
Explanation:					

III.C History of the Business, Organizational Performance and Claims & Disputes of the STRUCTURAL ENGINEER (This section has a total of 33 Points)

History & Organizational Performance

1. How many years has the Structural Engineer been in business in California as an engineering firm under the present business name and license number? _____ Years

0 yr to 5 yrs	=	2 pts
+ 6 yrs	=	5 pts
+ 10 yrs	=	10 pts

2. Is the Structural Engineer currently the debtor in a bankruptcy case?

☐ Yes ☐ No No = 3 pts Yes = 0 pt

If "yes," indicate the case number, and the date on which the petition was filed.

Case #: _____ **Date filed:** _____

3. Was the Structural Engineer in bankruptcy at any time during the last five (5) years?

(This question refers only to a bankruptcy action that was not described in answer to question 2, above)

☐ Yes ☐ No No = 3 pts Yes = 0 pt

If "yes," please attach a copy of the bankruptcy petition, showing the case number and the date on which the petition was filed, and a copy of the Bankruptcy Court's discharge order, or of any other document that ended the case, if no discharge order was issued.

Case #: _____ **Date filed:** _____ **Discharge #:** _____

Claims & Disputes

4. In the past ten (10) years has the Structural Engineer operated without professional liability insurance?

☐ Yes ☐ No No = 5 pts Yes = 0 pt

5. In the last five (5) years has any claim in excess of \$100,000 been made against the Architect Firm arising from or related to a design or construction contract (including claims for violation of the Federal or California False Claims Act) that was not resolved by change order or contract amendment?

☐ Yes ☐ No	0 – 2 projects	=	5 pts
	3 projects	=	3 pts
	More than 3 projects	=	0 pt

If "yes," identify the claims(s) by providing the following information and a brief description of the nature of the claim, a brief description of the status of the claim (pending or, if resolved, a brief description of the resolution).

Project:		Date:	
Claimant:		Court:	
Nature:			
Description:			

6. In the last five (5) years has the Structural Engineer made any claim in excess of \$100,000 against a project owner arising from or related to a design or construction contract that was not resolved by change order or contract amendment?

☐ Yes ☐ No
 0 – 2 projects = 5 pts
 3 projects = 3 pts
 More than 3 projects = 0 pt

If "yes," identify the claims(s) by providing the following information, name of the entity against whom the claim was filed, a brief description of the nature of the claim, and a brief description of the status of the claim (pending or, if resolved, a brief description of the resolution).

Project:		Date:	
Entity(s):		Court:	
Nature:			
Description:			

7. In the last five (5) years has any insurance carrier, for any form of insurance, refused to renew the insurance policy of the Structural Engineer?

☐ Yes ☐ No
 0 instances = 2 pts
 2 instances = 1 pts
 More than 2 instances= 0 pt

If yes, provide the following information:

Carrier:		Form:		Year:	
Explanation:					

Carrier:		Form:		Year:	
Explanation:					

PART IV. RECENT DESIGN AND CONSTRUCTION PROJECTS COMPLETED

IV.A COMPARABLE CONSTRUCTION EXPERIENCE OF GENERAL CONTRACTOR

The **General Contractor** shall submit at least three (3) and no more than six (6) projects that demonstrate the experience, competency, capability, and capacity to design and complete a project of similar size, scope, and complexity as the SBR Project.

Definition of Comparable Construction Experience

Each submitted project must fulfill the following criteria:

1. The project is currently ongoing (75% complete) or was completed within the last ten (10) years.
2. The value of any submitted project must be a minimum of \$20,000,000 construction cost at current market value.

The following criteria must be fulfilled by the group of submitted projects:

3. At least two (2) projects located within the State of **California**.
4. At least two (2) design/build projects must be submitted with the following criteria: new construction, minimum two (2) stories, minimum 50,000 square feet (SF), and steel frame structure.
5. At least two (2) projects utilizing BIM to coordinate MEP systems at shop drawing level of detail.
6. At least two (2) Office buildings with the following criteria: new construction, minimum two (2) stories, minimum 50,000 square feet, steel frame structure.

Evaluation of Comparable Experience

- Provide information and example projects that best illustrate your company's Comparable experience for each project.
- Provide current references (name, telephone number, e-mail, and address) for your projects. The County will select at least two recently completed projects and will conduct phone interviews for project reference checks. Verify all contacts prior to submission.
- Point award structure is as follows:

Max 82 Points

Design/Build Experience **= 0 - 20 pts**

5 or more projects in last 10 years	= 20 pts
3-4 projects in last 10 years	= 15 pts
2 projects in last 10 years	= 10 pts

Office Building Project(s) Value (current market value) **= 0 - 20 pts**

At least 1 project of more than \$50M in last 10 years	= 20 pts
At least 1 project of \$20M up to \$50M in last 10years	= 15 pts
At least 2 projects of \$20M in last 10years	= 10 pts

Utilization of BIM Software for MEP shop drawing coordination **= 0 - 10 pts**

5 or more projects in last 10 years	= 10 pts
3-4 projects in last 10 years	= 6 pts
2 projects in last 10 years	= 3 pts

Additional Points for having Similar Project Features on at least one (1) project **= 0 – 12 pts**

Similar Feature – Construction of a full production Kitchen of 10,000 SF or more	= 3 pt s
Similar Feature – Reconfiguration of existing functioning utilities on a 24/7 operating campus	= 3 pts
Similar Feature – Construction on an existing operating hospital campus	= 1 pt
Design Build partner for a project of 50,000 SF or more with proposed Architect	= 5 pts

Project Reference Checks on two (2) projects (1 – 10 points per project) **= 0 – 20 pts**

Format for Comparable Experience Submissions:

Use the form on the next page for Comparable Construction Experience. Complete one form for each project. Number each project. List additional sheets and/or photographs as attachments. Identify attachment with the project name and number.

COMPARABLE CONSTRUCTION EXPERIENCE**PROJECT NO:** _____

(TO BE COMPLETED BY D/B ENTITY OR GENERAL CONTRACTOR)

1 OF 2

Project Name: _____

Project Location: _____

Project Size (SF): _____ Number of Stories: _____

Contract Start Date: _____ Completion Date: _____

Project Architect: _____ Project Structural Engineer: _____

Contractor's office or branch that managed this project: _____

_____,
Contractor's Project Executive_____,
Contractor's Project Manager_____,
Contractor's Superintendent**Contract Amount:** Orig. Contract Amount: \$ _____

Final Contract Amount: \$ _____ % Change: _____

Client Reference for Construction**Owner Company Name:** _____

Owner Contact Person: _____ Position: _____

Owner Address: _____

Telephone: _____ Email Address: _____

If Owner engaged the services of a Construction Manager (CM) provide the following information:

Construction Management Firm: _____

CM Contact Person: _____ Position: _____

Owner Address: _____

Telephone: _____ Email Address: _____

COMPARABLE CONSTRUCTION EXPERIENCE**PROJECT NO:** _____

2 OF 2

Scope:
☐ New Construction ☐ Renovation ☐ Expansion ☐ Construction on (E) Operating Hospital
Building Type:
☐ Office Building ☐ Manufacturing ☐ Commercial ☐ Industrial ☐ OSHPD Type _____

☐ Government ☐ Other: _____
Project Features:

Was the project a D/B project?	☐ Yes	☐ No
Was BIM software utilized for MEP shop drawing coordination?	☐ Yes	☐ No
_____, _____,	_____	_____
Mechanical Contractor	Mechanical Project Manger	Telephone Number
_____, _____,	_____	_____
Plumbing Contractor	Plumbing Project Manger	Telephone Number
_____, _____,	_____	_____
Electrical Contractor	Electrical Project Manger	Telephone Number
_____, _____,	_____	_____
Fire Protection Contractor	Fire Protection Project Manger	Telephone Number
Was the project a steel frame structure?	☐ Yes	☐ No
Did the project have a full production Kitchen of 10,000 SF or more?	☐ Yes	☐ No
Did the project have reconfiguration of existing functioning utilities?	☐ Yes	☐ No
Was the project covered by an OCIP?	☐ Yes	☐ No
Did the project achieve LEED Certification of Silver or higher?	☐ Yes	☐ No

Project Description: (provide a brief description of project)**Attachment(s): (List)**

IV.B COMPARABLE DESIGN EXPERIENCE OF ARCHITECT FIRM

The **Architect Firm** shall submit at least three (3) and no more than six (6) projects that demonstrate the experience, competency, capability, and capacity to design and complete a project of similar size, scope, and complexity as the SBR Project.

Definition of Comparable Construction Experience

Each submitted project must fulfill the following criteria:

1. The project is currently ongoing (75% complete) or was completed within the last ten (10) years.
2. The value of any submitted project must be a minimum of \$20,000,000 construction cost at current market value.

The following criteria must be fulfilled by the group of submitted projects:

3. At least two (2) projects located within the State of **California**.
4. At least two (2) projects must be submitted with the following criteria: new office building construction, minimum two (2) stories, minimum 50,000 square feet, and steel frame structure.
5. At least two (2) projects utilizing BIM for design.

Evaluation of Comparable Experience

- Provide information and example projects that best illustrate your company's Comparable experience for each project.
- Provide current references (name, telephone number, e-mail, and address) for your projects. The County will select at least two recently completed projects and will conduct phone interviews for project reference checks. Verify all contacts prior to submission.
- Point award structure is as follows:

Max 81 Points

<u>Design Experience</u>	= 0 - 20 pts
5 or more projects in last 10 years	= 20 pts
3-4 projects in last 10 years	= 15 pts
3 projects in last 10 years	= 10 pts
<u>Office Building Project(s) Value (current market value)</u>	= 0 - 20 pts
At least 1 project of more than \$50M in last 10 years	= 20 pts
At least 1 project of \$20M up to \$50M in last 10years	= 15 pts
At least 2 projects of \$20M in last 10years	= 10 pts
<u>Utilization of BIM for design</u>	= 0 - 10 pts
5 or more projects in last 10 years	= 10 pts
3-4 projects in last 10 years	= 6 pts
2 projects in last 10 years	= 3 pts
<u>Additional Points for having Similar Project Features on at least one (1) project</u>	= 0 – 11 pts
Similar Feature – Design of a full production Kitchen of 10,000 SF or more	= 3 pts
Similar Feature – Design of tunnel beneath existing roadway	= 3 pts
Design/Build partner for a project of 1000,000 SF or more	= 5 pts
<u>Project Reference Checks on two (2) projects (1 – 10 points per project)</u>	= 0 – 20 pts

Format for Comparable Experience Submissions:

Use the form on the next page for Comparable Construction Experience. Complete one form for each project. Number each project. List additional sheets and/or photographs as attachments. Identify attachment with the project name and number.

COMPARABLE DESIGN**PROJECT NO:** _____

(TO BE COMPLETED BY ARCHITECT FIRM)

1 OF 2

Project Name: _____

Project Location: _____

Project Size (SF): _____ Number of Stories: _____

Contract Start Date: _____ Completion Date: _____

General Contractor: _____ Project Structural Engineer: _____

Architect's office or branch that managed this project: _____

Architect Firm Project Manager: _____

Contract Amount: Orig. Contract Amount: \$ _____

Final Contract Amount: \$ _____ % Change: _____

Client Reference for Design**Owner Company Name:** _____

Owner Contact Person: _____ Position: _____

Owner Address: _____

Telephone: _____ Email Address: _____

If Owner engaged the services of a Construction Manager (CM) provide the following information:

Construction Management Firm: _____

CM Contact Person: _____ Position: _____

Owner Address: _____

Telephone: _____ Email Address: _____

COMPARABLE DESIGN**PROJECT NO:** _____

2 OF 2

Scope:
☐ New Construction ☐ Renovation ☐ Expansion ☐ Project on (E) Operating Hospital
Building Type:
☐ Office Building ☐ Manufacturing ☐ Commercial ☐ Industrial ☐ OSHPD Type ____

☐ Government ☐ Other: _____
Project Features:

Was the project a D/B project?	☐ Yes	☐ No
Was BIM software utilized for design?	☐ Yes	☐ No
Was the project a steel frame structure?	☐ Yes	☐ No
Did the project have design of a full production Kitchen of 10,000 SF or more?	☐ Yes	☐ No
Did the project have design of tunnel beneath existing roadway?	☐ Yes	☐ No
Did the project achieve LEED Certification of Silver or higher?	☐ Yes	☐ No

Project Description: (provide a brief description of project)**ATTACHMENT(S): (LIST)**

IV.C COMPARABLE DESIGN EXPERIENCE OF STRUCTURAL ENGINEER

The **Structural Engineer** shall submit at least three (3) and no more than six (6) projects that demonstrate the experience, competency, capability, and capacity to design and complete a project of similar size, scope, and complexity as the SBR Project.

Definition of Comparable Construction Experience

Each submitted project must fulfill the following criteria:

1. The project is currently ongoing (75% complete) or was completed within the last ten (10) years.
2. The value of any submitted project must be a minimum of \$20,000,000 construction cost at current market value.

The following criteria must be fulfilled by the group of submitted projects:

3. At least two (2) projects located within the State of **California**.
4. At least two (2) projects must be submitted with the following criteria: new office building construction, minimum two (2) stories, minimum 50,000 square feet, and steel frame structure.
5. At least two (2) projects utilizing BIM for design.

Evaluation of Comparable Experience

- Provide information and example projects that best illustrate your company's Comparable experience for each project.
- Provide current references (name, telephone number, e-mail, and address) for your projects. The County will select at least two recently completed projects and will conduct phone interviews for project reference checks. Verify all contacts prior to submission.
- Point award structure is as follows:

Max 78 Points

<u>Design Experience</u>	= 0 - 20 pts
5 or more projects in last 10 years	= 20 pts
3-4 projects in last 10 years	= 15 pts
3 projects in last 10 years	= 10 pts
<u>Office Building Project(s) Value (current market value)</u>	= 0 - 20 pts
At least 1 project of more than \$50M in last 10 years	= 20 pts
At least 1 project of \$20M up to \$50M in last 10years	= 15 pts
At least 2 projects of \$20M in last 10years	= 10 pts
<u>Utilization of BIM for design</u>	= 0 - 10 pts
5 or more projects in last 10 years	= 10 pts
3-4 projects in last 10 years	= 6 pts
2 projects in last 10 years	= 3 pts
<u>Additional Points for having Similar Project Features on at least one (1) project</u>	= 0 – 8 pts
Similar Feature – Design of tunnel beneath existing roadway	= 3 pt
Design/Build partner for a project of 1000,000 SF or more	= 5 pt
<u>Project Reference Checks on two (2) projects (1 – 10 points per project)</u>	= 0 – 20 pts

Format for Comparable Experience Submissions:

Use the form on the next page for Comparable Construction Experience. Complete one form for each project. Number each project. List additional sheets and/or photographs as attachments. Identify attachment with the project name and number.

COMPARABLE DESIGN**PROJECT NO:**

(TO BE COMPLETED BY STRUCTURAL ENGINEER)

1 OF 2

Project Name: _____

Project Location: _____

Project Size (SF): _____ Number of Stories: _____

Contract Start Date: _____ Completion Date: _____

General Contractor: _____ Project Structural Engineer: _____

Architect's office or branch that managed this project: _____

Architect Firm Project Manager: _____

Contract Amount: Contract Amount: \$ _____**Client Reference for Design****Owner Company Name:** _____

Owner Contact Person: _____ Position: _____

Owner Address: _____

Telephone: _____ Email Address: _____

If Owner engaged the services of a Construction Manager (CM) provide the following information:

Construction Management Firm: _____

CM Contact Person: _____ Position: _____

Owner Address: _____

Telephone: _____ Email Address: _____

COMPARABLE DESIGN**PROJECT NO:** _____

2 OF 2

Scope:
☐ New Construction ☐ Renovation ☐ Expansion ☐ Project on (E) Operating Hospital
Building Type:
☐ Office Building ☐ Manufacturing ☐ Commercial ☐ Industrial ☐ OSHPD Type ____

☐ Government ☐ Other: _____
Project Features:

Was the project a D/B project?	☐ Yes	☐ No
Was BIM software utilized for design?	☐ Yes	☐ No
Was the project a steel frame structure?	☐ Yes	☐ No
Did the project have design of tunnel beneath existing roadway?	☐ Yes	☐ No
Did the project achieve LEED Certification of Silver or higher?	☐ Yes	☐ No

Project Description: (provide a brief description of project)**ATTACHMENT(S): (LIST)**

ATTACHMENT 2: TEAMING AGREEMENT

TEAMING AGREEMENT**BETWEEN****AND**

This agreement ("Agreement") made and effective this ____ day of ____, 2010 by and between _____ and _____, and will be referred to hereinafter collectively as the "Parties" or "Members" and individually as a "Party" or "Member." shall provide as follows:

WITNESSETH:

WHEREAS, the Parties intend to jointly pursue an agreement (hereinafter the "Agreement") to provide design and construction services related to the Santa Clara Valley Services Building Replacement project, hereafter referred to as the "Project"; and

WHEREAS, the Parties believe their opportunities for success are increased if they function as a team ("Team"); and

WHEREAS, the Parties now desire to enter into this Agreement, for the purpose of defining their relationship to one another in the pursuit of the Agreement.

NOW, THEREFORE, the Parties agree as follows:

ARTICLE 1 - LIMITS OF RELATIONSHIP

The Parties agree to team and work exclusively with each other to submit a proposal and pursue awarding of this Project to the Team members as further set forth in the terms of this Agreement. The terms, conditions and covenants of this Teaming Agreement shall govern only the relations between the Parties themselves during the pursuit of the Agreement. If awarded the Project, the parties will execute a Legal Entity Agreement (with _____ serving as the lead LEGAL ENTITY Partner) which will incorporate all relevant terms in this document, including but not limited to the specific scope of work percentage splits set forth in Article 3 herein and which will otherwise govern the obligations of the Parties to each other during the performance of the Agreement. This Teaming Agreement expressly does not constitute the Parties as partners. No Party shall have the right to use the credit of, or otherwise obligate the other Party for any purpose. Parties agree to be bound to this Teaming Agreement, and accept as consideration the duties of the other Parties to be bound to this Teaming Agreement.

ARTICLE 2 - PERFORMANCE OF AGREEMENT

At all times, the Parties shall act in good faith and shall communicate and cooperate with each other in all reasonable ways so as to properly perform their respective obligations and responsibilities and shall use all reasonable efforts to provide skilled and experienced personnel to

perform all assigned tasks hereunder. A qualified Program Manager shall be designated by the lead LEGAL ENTITY partner who shall be acceptable to the Parties, and who shall administer the Team.

ARTICLE 3 – AGREEMENT

It is mutually understood and agreed that, to the extent possible and practical, the Teaming Agreement will provide that the work under the Agreement, as measured by allowable direct labor revenue, is allocated as follows:

____ % to _____ and ____% to _____. Each Party shall be responsible, as an independent contractor, for performing its allocated share of the work in satisfaction of the Agreement, all as otherwise set forth in Attachment A. If additional subconsultants are required to perform the required services, they will be shared equally amongst the two parties.

The Agreement shall provide that at all times during the term of the Agreement, the Program Manager designated by the Parties shall be responsible for allocating and dividing, between the Team Members, all work assigned to the Parties under the Agreement with the goal of achieving and maintaining the percentages stated above. Further, the lead LEGAL ENTITY partner shall be responsible for scheduling and coordinating the work between the Parties in a manner consistent with the requirements of the Agreement, for communications with the Client, for administration of the Agreement, and for managing the portion of the work to be performed by each Party.

Furthermore, the Parties agree to use their best efforts to ensure that the resulting Agreement shall:

- a. Require a reasonable standard of care;
- b. Include a waiver of consequential damages.
- c. Include mutually agreeable liability provisions that limit to recoverable insurance proceeds of the specific amount and types of insurance coverages required by the Client.

ARTICLE 4 - PROJECT MANAGEMENT

At all times during the pursuit of the Agreement, _____ shall be the lead party and the lead LEGAL ENTITY partner shall be responsible for scheduling and coordinating the activities necessary to pursue the Project, administration of the proposal effort, and communications with the other Parties.

ARTICLE 5 - FINANCING OF PURSUIT

It is anticipated that expenses incurred in this pursuit related to proposal production (copying, paper, graphic design) will be borne by the parties in accordance with the percent allocations as stated above. Each Party is responsible for their own labor costs. If all Parties agree to incur any extraordinary expenses, such expenses shall be shared by all Parties in accordance with the percentages listed in Article 3, above.

ARTICLE 6 - INDEMNIFICATION

Each Party mutually agrees with the other Parties that it will indemnify and save harmless the other Parties, their officers, agents and employees, from all loss, liability, cost or expense, including, without limitation, legal expenses, settlement payments and judgments, resulting from loss, claim, demand or suit, whether by reason of personal or bodily injury, death, (including, without limitation, injury or death of an employee of the indemnifying Party), or damage to property, caused by and to the extent of its own (or that of its officers, agents and employees) negligent act or omission, intentional misconduct, or other breach of duty. Each Party agrees further not to seek such indemnity from the other Parties for such injury, death, or property damage to the extent caused by its own negligent act or omission, intentional misconduct or other breach of duty. In the event more than one Party is at fault, indemnification between the Parties shall be proportionate to their respective shares of fault. In the event no Party is at fault, each Party shall bear responsibility for its own losses, expenses and liabilities.

Notwithstanding and superceding anything in this Teaming Agreement to the contrary, neither party shall be liable to the other for indirect, incidental, special, punitive or consequential damages of any kind, including but not limited to loss of use, economic loss, delay, lost profits, and / or business interruption type damages, whether arising in contract, warranty, tort, negligence (including strict liability) or otherwise and no matter how claimed, computed or characterized.

This Article 6 applies only to the Parties, and only in relation to this Teaming Agreement.

ARTICLE 7 - DISPUTE MEDIATION AND ARBITRATION

The Parties shall strive diligently to resolve any disputes that may arise between them. In the event they are unable to resolve any such dispute, each Party shall appoint a senior representative and the senior representatives shall strive diligently to resolve the dispute. Pending the outcome of the dispute resolution procedures, the decision of the Lead LEGAL ENTITY partner shall be controlling. The Agreement shall govern the resolution of disputes involving Client as a party. Any dispute between the Parties shall, upon request of any Party, be settled by mediation, venue for which shall be in San Jose, California. If mediation is unsuccessful, the dispute shall be settled by binding arbitration in accordance with the rules of the American Arbitration Association then in effect relating to construction industry disputes, and judgment upon the award rendered upon arbitration may be entered in any court having jurisdiction.

ARTICLE 8 - ASSIGNMENT OF INTEREST

None of the Parties shall, without the written consent of the other Parties, sell, assign, mortgage, pledge, encumber, or in any way dispose of any of its interest under this Agreement.

ARTICLE 9 - OTHER WORK OF EACH PARTY

It is understood and agreed that the Parties shall give their utmost in skill and effort as may be required for the pursuit of the Agreement but, except as provided below, each of them shall not be limited in their other activities and shall be free at all times to engage in and conduct other

activities arising in the course of their usual and customary business. The Parties each agree that they will pursue this Project exclusively as a team, and: (1) there will be no participation by any Party in any efforts of another team relating to the pursuit of this Project; and (2) there will be no independent competition for any work or contracts relating to the pursuit of this Project. Nothing herein shall preclude or restrict any Party from marketing and selling its products or services to any third parties for purposes unrelated to the Project.

ARTICLE 10 - TERM OF THIS AGREEMENT

This Teaming Agreement shall remain in effect until the Parties are awarded the Project and enter into an Agreement, or until the Project is awarded to another party not covered by this Teaming Agreement.

ARTICLE 11- PUBLICITY

Any news release, public announcement, advertisement, or publicity proposed to be released by a Party concerning the Project will be subject to the written approval of the other Parties prior to release. Full consideration and representation of the respective roles and contributions of each Party shall be given in any such statement.

ARTICLE 12 - GOVERNING LAW

This Agreement shall be governed by the laws of the State of California. Venue shall lie in San Jose, California.

ARTICLE 13 - SEVERABILITY

If any term, covenant or condition of this Teaming Agreement is held by a court of competent jurisdiction to be invalid, the remainder of the Teaming Agreement shall continue in effect.

ARTICLE 14 - NOTICES

All notices or other communications related to the terms of this Teaming Agreement to any Party by another shall be deemed given when made in writing and personally delivered or mailed, postage paid, to:

_____	and	_____
@ _____		@ _____
_____		_____
_____		_____

ARTICLE 14 – CONFIDENTIALITY

- A. The parties anticipate that it may be necessary to provide access to information of a Confidential nature ("Confidential Information") to each other pursuant to this Teaming Agreement in preparation of the Proposal and/or performance of the Project. Confidential Information shall be clearly identified or labeled as such by the disclosing party at the time of such disclosure to the extent possible. When concurrent identification of Confidential Information is not feasible, the disclosing party shall provide such identification as promptly thereafter as possible.
- B. The parties agree that the asserted Confidential Information disclosed under this Teaming Agreement derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable through proper means, by other persons who can obtain economic value from its disclosure or use.
- C. Each of the parties agrees that it will hold such Confidential Information confidential in the same manner as it holds its own Confidential Information of like kind. Disclosures of such Confidential Information shall be restricted to the Client and those individuals who are directly participating in preparation of the Proposal and other work related to the Project.
- D. Neither party shall be liable for disclosure or use of such Confidential Information which:
 - 1. was at the time of receipt otherwise known to the party receiving it;
 - 2. has been published or is otherwise within the public domain or is otherwise generally known to the public at the time of its disclosure to the receiving party;
 - 3. becomes known or available to the receiving party from a source other than the disclosing party without breach of this Teaming Agreement by the recipient; or
 - 4. are disclosed with the prior written approval of the other party.
 - 5. is released in response to subpoena, court order, governmental authority requirement, or other legal process, in which case the recipient shall notify the disclosing party of the demand before responding to such demand.
- E. Neither the execution of this Teaming Agreement, nor the furnishing of any Confidential Information by either party shall be construed as granting to the other party expressly, by implication, by estoppel, or otherwise, any license under any invention, patent, trademark, copyright or other Confidential right now or hereafter owned or controlled by the party furnishing same.
- F. The parties shall return all such Confidential Information of the other upon termination of this Teaming Agreement, unless a subcontract is executed by the parties and such Confidential Information is necessary for the recipient's

performance thereof. The terms and conditions of this Article shall survive the termination of this Teaming Agreement.

ARTICLE 15 – MISCELLANEOUS

- 1) The Parties agree that they will not proactively seek to hire employees from each other from the date of this teaming agreement until a follow-on agreement for performing the assignment is made or the Parties are notified that they were not successful in obtaining the assignment. It is the intent to provide this same clause in any follow-on agreement that is made.

IN WITNESS WHEREOF, the Parties hereto have executed this Teaming Agreement effective as of the day and year above written.

By _____

Name _____

Title _____

and

By _____

Name _____

Title _____

Attachment A
Scope of Work/Allocation of Responsibilities

* * * * *

I (the D/B Entity), the undersigned, certify and declare that I have read all the foregoing answers to this prequalification questionnaire and know their contents. The matters stated in the questionnaire answers are true of my own knowledge and belief, except as to those matters stated on information and belief, and as to those matters I believe them to be true. I declare under penalty of perjury under the laws of the State of California, that the foregoing is correct.

(Date)

(Name)