

***Request for Statements of Qualifications
for
Construction Manager at Risk Services
for the County of San Mateo
South San Francisco Campus Project***



***County of San Mateo
Project Development Unit***

**Issued: January 23, 2019
Responses due: February 28, 2019 at 2:30pm**

Sam Lin, Assistant Director
County of San Mateo Project Development Unit
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**NOTICE INVITING STATEMENTS OF QUALIFICATIONS
FOR CONSTRUCTION MANAGER AT RISK
Public Contract Code §20146**

ARTICLE 1 – INVITATION TO SUBMIT STATEMENTS OF QUALIFICATIONS

- 1.01 Introduction:** The County of San Mateo (“Owner” or “County”) invites “Request for Statements of Qualifications” (“RFSOQ”) submittals from highly qualified Construction Management/General Contractor firms (“Proposers”) interested in contracting with the County to provide Construction Manager at-Risk (“CM at-Risk”) services with a Guaranteed Maximum Price (“GMP”) for the County’s New South San Francisco Campus Project (“Project”). The scope of services to be performed by the successful CM at-Risk entity (“CM/GC”) will be carried out in two separate Contract Phases of the Project: Pre-construction Phase and Construction Phase. Each phase will be authorized on a separate Notice to Proceed. There is no guarantee for award of the Construction Phase upon the completion of the Pre-construction Phase. During the pre-construction phase, the CM/GC will collaborate with the selected Architect on the design, constructability review, cost and schedule for the Project and develop a GMP proposal to construct the Project.
- 1.02 Selection Process:** This Request for Statements of Qualifications and the RFSOQ submittals in response are used for the first stage of the County’s Request for Proposals (“RFP”) for the CM at-Risk services that will culminate in award of the CM at-Risk Contract. After evaluating all RFSOQ submittals, the County will select a minimum of three (3) qualified firms to submit proposals. The County will conduct an in-depth evaluation of the proposals submitted, followed by interviews and sequential negotiations beginning with the most qualified firm.
- 1.03** This RFSOQ and the selected Proposer’s RFSOQ submittal, the RFP along with the selected Proposer’s Proposal will be included in the CM at-Risk Contract for the Project following the award.
- 1.04 Notice Inviting Statements of Qualifications:** Proposer must submit one (1) original, signed RFSOQ submittal, together with ten (10) additional bound copies, and one (1) electronic copy on a flash drive to be delivered in a sealed package labeled on the cover “*RFSOQ Submittal for Construction Manager at Risk Services for the South San Francisco Campus Project*” **no later than 2:30pm on February 28, 2019** to:

Sam Lin, Assistant Director
San Mateo County Project Development Unit
1402 Maple Street
Redwood City, CA 94063
Email: slin@smcgov.org

RFSOQ submittals received late will not be opened or given any consideration for the proposed services. Late submittal will be returned to Proposer unopened. It is the responsibility of the Proposer to ensure that the RFSOQ submittal is received at the specified address by the specified deadline noted in this RFSOQ. All proposals will be date and time stamped upon receipt. The County will not be responsible for late or incomplete responses due to mistakes or delays of the Proposer or carrier used by the Proposer or weather delays.

- 1.05 RFSOQ Submittal Requirements:** The RFSOQ submittal should have complete information regarding the experience and qualifications of Proposer as outlined in Document 00 45 16 Statement of Minimum Qualifications included with this RFSOQ. The signed, original RFSOQ submittal shall include a statement signed by an owner, officer, or authorized agent of the Proposer, acknowledging and accepting the terms and conditions of this RFSOQ.

Proposer should address every item requested, where requested, in each section of this RFSOQ, even if the items were addressed in other sections in the RFSOQ. Brevity and clarity are of utmost importance. Responses that are comprised of standard marketing materials that do not specifically address the required items will not be evaluated; however, Proposers may elect to include ten (10) bound copies of their marketing materials, as long as they are not permanently attached to the RFSOQ submittal. Responses that do not comply with all applicable requirements may not, in the sole discretion of the County, be considered.

- 1.06 Contract Type:** The contract type for this procurement is a Construction Manager at-Risk services with a Guaranteed Maximum Price contract under California Public Contract Code Section 20146.
- 1.07 Proposer Requirements:** Proposer may be a partnership, joint venture, corporation, or other recognized legal entity, which is appropriately licensed in the State of California that holds a valid and current general contractor's license issued by the Contractors' State License Board.

- A. **Project Management:** The County of San Mateo Project Development Unit (PDU) will be providing project management services for this Project. All written inquiries and requests for additional information pertaining to this RFSOQ, any Addendum, or any matter relating to the selection process, must, unless otherwise identified in an Addendum, be directed to the designated contact as noted in Paragraph 1.04 above.

Updates to this RFSOQ will be posted on the PDU project website at <https://cmo.smcgov.org/pdu>. Proposers should check the website regularly to make sure all notifications including addendum/addenda are read promptly.

- 1.08 Project Description and Scope:**

- A. **Project Background:**

1. To provide medical services including, but not limited to, primary care, specialty care clinics, dental and optometry services, provided in a Federally Qualified Health Center (FQHC), as well as Behavioral Health and Recovery Services and Aging and Adult Services (AAS).
2. To provide Parking for the public utilizing the facility and for staff working on the Campus.
3. The total construction budget (hard cost) approved for this Project is approximately \$25 Million.

- B. The Prime contract will be assigned to the successful CM/GC who must be capable of staffing the Project for pre-construction services and complete project oversight, as well as, coordination, supervision management, and administration of the construction process. The successful CM/GC will be expected to work collaboratively with the Owner, Owner's consultant(s) and Architect throughout the design and construction process.
- C. This Project will be designed, coordinated, and documented using Building Information Modeling (BIM) to support multi-disciplinary coordination, system/material selection, planning and other uses as appropriate to collaborate with the selected Architect to develop the GMP. BIM Requirement will be provided within the RFP and the Level of Development (LOD) Specification will be collaboratively developed with the Owner and the design team(s).
- D. The Project will be completed under a Project Labor Agreement.
- E. The new Building is expected to achieve a minimum of LEED certification and Zero Net Energy (ZNE) per the County of San Mateo Green Building Policy.
- F. The County intends to maintain the ability and right to effectively audit project costs, to establish and confirm ongoing project costs separate from profits.
- G. Key CM/GC project team members will commit to co-locate with the Owner in a dedicated project space in Redwood City, CA, or South San Francisco, CA, or other locations designated by Owner for specified times during the duration of the Project.

1.10 Scope of Services and Contract Phases:

The successful CM at-Risk entity will be asked to provide and perform construction management services for the Project. The scope of services (the "Work") is expected to include full pre-construction services including, but not limited to, cost estimating, scheduling, cost control, value engineering, and prequalification, preparation & coordination of bid packages during the design process and construction administration during construction. It is also expected that, at an agreed point in the design process, the successful CM at-Risk will provide a Guaranteed Maximum Price (GMP) for the construction of the Project. All bids will be subject to open public bidding and the laws that govern such that ultimately the successful CM at-Risk will be assigned the contracts of all the lowest responsible bidders for each bid package and will be expected to successfully manage the said contracts.

The Work has Two (2) Contract Phases:

Pre-construction Phase Services shall include but are not be limited to:

- a. Organizing in collaboration with the Owner and selected Architect a partnering workshop for all relevant stakeholders including the PDU to establish the collaboration process and project communication protocol to facilitate successful delivery of the Project.
- b. Pre-construction planning tasks include, but are not limited to, review and verification of existing site conditions, recommendations on expediting construction progress, disruption avoidance plan and safety program, verification and assistance on securing necessary permits and approvals.
- c. Preparation of cost estimates at regular intervals including, but not limited to, at the completion of schematic design, design development, and the Permit/GMP package (at 80% construction documents). The CM/GC firm shall work

collaboratively with the County and the Architect to reconcile differences between the CM/GC estimates and the cost estimates prepared by the Owner or the Architect.

- d. Ongoing design coordination review and constructability review supporting the Architect's progress during all phases including schematic design, design development, and construction documents phases, the provision of technical assistance and advice in review and development of design and construction bid documents, identification, planning and coordination for procurement of long lead items and warranting the completeness of the buy-out based on construction documents and ensuring trade bid packages cover without duplication the complete scope of work. CM at Risk firm shall attend design review meetings at intervals determined by the County of San Mateo and submit formal constructability review comments at the end of each design phase.
- e. Scheduling, reporting and record keeping that include the preparation of a preliminary Project schedule and regular schedule updates including, but not limited, to at the completion of the schematic design, design development, and construction documents phases.
- f. Ongoing value-engineering services to identify best value options to support the selection of building systems and materials, construction approach as well as cost reduction opportunities to achieve the design within the Project budget and/or to allow the County to refine the Project scope.
- g. Preparation of a GMP that includes all work required to complete the Project on time and on budget. The CM/GC shall collaborate with the Architect and the Owner to propose design adjustments as necessary to establish and agree on a GMP before the CM/GC can proceed to bidding.
- h. Prequalification of bidders and preparation of bid documents for all trade work consistent with contract document requirements, project schedule, and all applicable legal requirements.
- i. Assisting the County in all aspects of Public Contract Code compliant subcontractor procurement, including but not limited to prequalification of trade contractors. Subcontractor bids shall be received by the County in the presence of the successful CM/GC and will be disclosed publicly. Self-performed trades by the CM/GC shall be submitted competitively in the same manner as the other subcontractors. Contracts with the successful subcontractors shall be promptly assigned to the CM/GC who will take full ownership and responsibility of subcontractors' performance.
- j. The provision of BIM services in collaboration with the selected Architect during design phases to support pre-construction planning, scheduling, constructability reviews, system and material option reviews, cost estimation and other appropriate uses in accordance with the designated Level of Development (LOD) Specification to be collaboratively developed with PDU and the design teams.
- k. Monitoring, processing, and ensuring timely receipt of all applicable regulatory approvals required during Project design phases.

Construction Phase Services shall include but not limited to:

- a. Management and supervision of construction activities and site logistics to meet project schedule and budget.
- b. Establishment and implementation of a project safety and quality control program.
- c. Preparation of monthly project updates including but not limited to: progress reports, progress photographs, actual and projected costs, actual and projected

- project schedule, project coordination issues, updates to Construction Documents, and other information as reasonably requested by the County.
- d. Conducting weekly project progress/update meetings and necessary special task meetings, and timely preparation and distribution of accurate meeting minutes clearly documenting the status of discussion items and their associated actions required.
 - e. Coordinating and performing all tasks necessary to achieve LEED certification and ZNE targets.
 - f. Work in coordination with the Project Inspector of Record (IOR) as selected by the County and all other Authority Having Jurisdiction including, but not limited to, OSHPD, County of San Mateo Building and Planning Department, State and City of South San Francisco Fire Marshals, County of San Mateo County Health Department, City of South San Francisco, etc., for all required inspections.
 - g. Collaborating with the Architect. Developing and implementing procedures for the completion of punchlist items, operational systems and equipment, training County building maintenance staff, and initial building systems start-up, commissioning, and testing.
 - h. Preparation and delivery of warranties. Coordination and submission of as-built documents in hardcopy and electronic formats (BIM, PDF, and other native formats of the source files), preparation of Operation and Maintenance (O&M) manuals, completion of training programs, and administration of closeout of the Project.
 - i. Ensuring performance of all warranty obligations, resolution of all claims and disputes, and other post-construction requirements (including LEED requirements required for certification).
 - j. The provision of BIM services including model coordination reviews, project handover documentation (e.g. as-built models, facility management data) and other uses as required.
 - k. Collaborating with the Project IOR, Architect and the County, complete OSHPD and other local jurisdictions' project close-out checklist to close out the Project in compliance with all applicable statutory and contractual requirements. It shall be the responsibility of the selected CM at-Risk entity to compile and provide all necessary documentations to applicable Authorities Having Jurisdiction.

1.11 Recommended Pre-Qualification Conference: A recommended pre-qualification conference will be held at PDU on **February 8, 2019, 2019 at 1402 Maple St., Redwood City, CA 94063** to review the information about the Project and this RFSOQ. The conference will start at **1:00 PM and should conclude by 3:00 PM**. At least one (1) representative from your team is required to attend this meeting. Team(s) that do not attend and sign in at this meeting will not be allowed to submit a RFSOQ submittal for this Project. Please notify project manager and PDU manager via email at c_dgriffiths@smcgov.org and slin@smcgov.org respectively by 5:00 PM on February 6, 2019, if you plan on attending the pre-bid conference.

1.12 Mandatory Prequalification: Proposers shall complete Document 00 45 16 Statement of Minimum Qualifications included in this RFSOQ and receive prequalification from the Owner as a condition to submitting a Proposal in the next stage.

1.13 Procurement of Request for Proposals Documents: Request for Proposals Documents which contain the full description of the Work will be issued for Proposers upon announcement of pre-qualified short-listed firms invited to submit Proposals.

- 1.14 Selection Process and Criteria:** Proposers shall refer to Document 00 45 16 Statement of Minimum Qualifications for further information relating to the Owner’s selection process and criteria.
- 1.15 Proposal Preparation Cost:** Proposers are solely responsible for the cost of preparing their Proposals.
- 1.16 Reservation of Rights:** This Request for Statements of Qualifications (RFSOQ) is not a commitment or contract of any kind. The County of San Mateo reserves the right to pursue any, or none of the ideas generated by this request. Owner specifically reserves the right, in its sole discretion, to reject any or all RFSOQ submittals, to re-issue a RFSOQ, or to waive defects in RFSOQ not involving time, price, or quality of the work. Owner may reject any and all RFSOQ submittals and waive any irregularities in the RFSOQ submittal.

ARTICLE 2 – LEGAL REQUIREMENTS

- 2.01 Required Contractor’s License(s):** A valid and current California General Contractor’s License is required to submit a proposal for this contract. Joint ventures must secure a joint venture license prior to award of this Contract.

Prevailing Wage Laws: The successful Proposer must comply with all prevailing wage laws applicable to the Project, and related requirements contained in the Contract Documents. The general prevailing rates of per diem wages for each craft, classification, or type of worker needed to execute the Contract, as determined by Director of the State of California Department of Industrial Relations will be applicable to this Project. Also, the successful Proposer shall post the applicable prevailing wage rates at the Site.

STATEMENT OF MINIMUM QUALIFICATIONS

ARTICLE 3 – GENERAL INFORMATION

3.01 Submission of Statements of Qualifications

- A. Owner is procuring CM at-Risk services pursuant to California Public Contract Code Section 20146. Consistent therewith Owner has required Proposer to submit a Request for Statement of Qualifications submittal (“RFSOQ”) as described in this Document 00 45 16.
- B. The RFSOQ submittal by Proposer should contain all information required in Attachment A-1 hereto and as required by this Document 00 45 16 as part of its Proposal for this Contract.

3.02 Owner’s Use of Submitted RFSOQ

- A. Consistent with California Public Contract Code Section 20146, Owner will use the submitted RFSOQ’s for two main purposes:
 - 1. Initially, To Determine Qualification Criteria. To determine initially if Proposers meet minimum requirements of Proposer responsibility as that term is defined in the California Public Contract Code.
 - 2. Thereafter, To Use in Competitive Interviews. To use as the basis of competitive interviews and evaluation of Proposers on stated criteria, as defined in this Document 00 45 16.

3.03 General Requirements for RFSOQ

- A. The Statement of Qualifications shall be bound and printed vertically (“portrait” orientation) on standard 8 ½” by 11” papers. The RFSOQ submittal shall not exceed fifty (50) pages, printed single sided (excluding covers or tabs that do not contain submittal content, résumés, financial and bonding information), but preferably much shorter. Type size shall be no smaller than 10 point, but preferably larger. The top of page one of the RFSOQ submittal shall state the Proposer’s or Proposers’ name(s), address, phone number, contact e-mail address, and contact name.
- B. The RFSOQ submittal shall be clear and concise to enable management-oriented personnel to make a thorough evaluation and arrive at a sound determination as to whether the Proposer’s Qualifications meet Owner’s requirements. To this end, the RFSOQ submittal should be specific, detailed and complete as to demonstrate clearly and fully that the Proposer has a thorough understanding of and has demonstrated knowledge of the requirements to perform the Work.
- C. The RFSOQ submittal must be verified under oath by the Proposer and each of its members. Proposer shall include the following on page one of RFSOQ submittal “I declare

under penalty of perjury under the laws of the State of California, that all information submitted under this RFSOQ is true and correct.”

- D. Proposer shall acknowledge the receipt of all published Addendum or Addenda by listing them on page one of the Proposal indicating the understanding and acceptance of the changes noted therein

3.04 Evaluation Measurement

- A. Proposer’s compliance with the minimum qualification requirements will be measured by Proposer’s experience as an operating entity and also by the experience of the supervisory personnel who will have responsible charge of the various major components of the Work.

ARTICLE 4 – IDENTIFICATION OF MINIMUM QUALIFICATIONS OF PROPOSER

4.01 Evaluation Criteria

- A. The criteria identified in this Article 4 are evaluation criteria used to review and pre-qualify the Proposers. The Questionnaire in Attachment A-1 at the end of this document seeks information on these criteria.
- B. All information including the Questionnaire requested in the RFSOQ is for use in the evaluation phase of the procurement.

4.02 Experience

- A. Proposer must have experience on a minimum of 3 projects of similar scale and complexity to the scope of this Project. Submitted projects must meet the following criteria:
 - (I) All projects, regardless of quantity, shall have been completed within the prior ten (10) years.
 - (II) Two (2) projects shall have been local Bay Area projects built in a dense urban environment.
 - (III) Two (2) projects shall have been under OSHPD (OSHPD 3) jurisdiction with construction budgets in excess of \$20 million dollars.
 - (IV) Three (3) projects shall include new Administrative Office Building or Medical Office Building construction, including extensive site work, with construction budgets in excess of \$20 million dollars.
 - (V) One (1) project shall have received LEED certification.
 - (VI) Two (2) projects included shall have utilized CM at-Risk delivery method.

4.03 Licensing

- A. Proposer possesses a valid and current California General Contractor’s license for all of the Work proposed.
- B. Proposer’s Contractor’s License has not been revoked at any time in the last five (5) years.

4.04 Financial and Bonding

- A. Proposers have provided financial statements (Income Statement and Balance Sheet) for the last three (3) years showing financial capability to complete this Project.

- B. Proposers have had no default on any loans in last five (5) years and have no outstanding unsatisfied judgments or liens with a right of enforcement (i.e., where the underlying loan is in default).
- C. Proposers have provided references for sources of financing.
- D. Proposers have provided letter from surety stating that Proposer has sufficient bonding capacity for this Project. Approved construction cost (hard cost) for the Project is approximately \$25 million.
- E. Proposers are not currently for sale or involved in potential expansion, acquisition or merger that will impact its ability to perform this Project.
- F. Proposers demonstrate they can handle this Project considering its current and projected work backlog.
- G. Proposers have a minimum of \$5,000,000 for Comprehensive General Liability insurance coverage, a minimum of \$2,000,000 for Automobile Coverage and full statutory coverage for Workers' Compensation.

4.05 Defaults and Liquidated Damages for Delay

- A. Proposers have not failed to complete a contract or been removed from a project in the last ten (10) years. Please explain if otherwise.
- B. Proposers have not been assessed liquidated damages or other penalties for failing to complete a project within the contract time within the last five (5) years. Please explain if otherwise.

4.06 Safety

- A. Proposers have exemplary safety culture with industry leading procedures and practices.
- B. Proposers' State of California Experience Modification Rate (EMR) for the last five (5) years is less than one (1.0).

4.07 Regulatory Compliance

- A. Proposers have not had any citation or penalties assessed against them by the Environmental Protection Agency, Bay Area Air Quality Management District (BAAQMD), Regional Water Quality Control Board, or any other applicable regulatory agencies for this Project for the past five (5) years, and are familiar with requirements of these agencies.
- B. Proposers have not had any instances of having to pay back wages or penalties for willfully failing to comply with state prevailing wage laws or federal Davis-Bacon prevailing wage requirements in the last three (3) years.
- C. Failures to comply with regulatory requirements may be reasonably explained by Proposers as described in the Questionnaire, subject to Owner's sole discretion and judgment.

4.08 Staff Qualifications

- A. With respect to Proposer's proposed Project Executive, Project Manager, Superintendent

and Quality Control/Quality Assurance Officer (together, “Key Personnel”):

1. Each must have must have individual experience on a minimum of five (5) projects, including both OSHPD 3 work and new Administrative Office Building construction with extensive site work, or projects(s) substantially similar to this Project in scope, scale and complexity completed within the prior ten (10) years. Such projects must have involved preconstruction services, separate from construction services, of a similar nature to those contemplated for this Project.
2. The Proposed Project Manager and Superintendent must have had substantial responsibility in a similar position proposed for this Project for 75% of the project duration of the listed projects in Part D of ATTACHMENT A-1.

ARTICLE 5 – REQUIRED CONTENTS OF RFSOQ SUBMISSION

The RFSOQ submittals shall contain the following sections compiled in the same sequence as described below:

- 5.01 Information to include on Page One of RFSOQ Submittal** Cover letter is optional. The following information shall be clearly listed on page one of the RFSOQ submittal: Name of the Proposer, its legal structure (i.e., corporation, partnership, limited partnership, joint venture, association). If a joint venture or partnership or association is proposed, Proposer shall identify the partners and/or members of the joint venture, partnership, or association and their roles and responsibilities. Proposer shall identify the exact legal name of the Proposer as a legal entity entitled to contract in California. Include also the Proposer’s address, phone number, fax number, contact name, and email address. Proposer shall also include the following on page one of RFSOQ submittal: “I declare under penalty of perjury under the laws of the State of California, that all information submitted under this RFSOQ is true and correct.” Additionally, Proposer shall acknowledge the receipt of all published Addendum or Addenda by listing them, indicating the understanding and acceptance of the changes noted therein.
- 5.02 Completed Questionnaire** Proposer shall include a completed Statement of Qualification Questionnaire in the form attached to this Document 00 45 16, Attachment A-1, per the instructions provided.
- 5.03 Firm Background** (Information requested to attach to Questionnaire Attachment A-1) Proposer shall provide description of Proposer’s firm(s) including the legal structure, size (no. of total staff), years in business, organizational chart, tenure of executive management, etc.
- 5.04 Résumés of Proposed Key Personnel** (Information requested to attach to Questionnaire Attachment A-1) Proposer shall provide a résumé for each named Key Personnel of Proposer, to include as necessary: Proposed Role on this Project, Years of experience in construction management and/or construction; Year of Service with Firm, Education – schools, degrees, and years degrees obtained; Professional Registrations; and at least two (2) client references, including contact names, office addresses, email addresses and telephone numbers, and description of five (5) projects of a similar nature

worked on in the past ten (10) years.

5.05 Relevant Project Experience (Information requested to attach to Questionnaire Attachment A-1) Proposer shall provide description of minimum of 5 projects of similar scale and complexity to the scope of this Project. Submitted projects must meet the following criteria:

- (I) All projects, regardless of quantity, shall have been completed within the prior ten (10) years.
- (II) Two (2) projects shall have been local Bay Area projects built in a dense urban environment.
- (III) Two (2) projects shall have been under OSHPD (OSHPD 3) jurisdiction with construction budgets in excess of \$20 million dollars.
- (IV) Three (3) projects shall include new Administrative Office Building or Medical Office Building construction, including extensive site work, with construction budgets in excess of \$20 million dollars.
- (V) One (1) project shall have received LEED certification.
- (VI) Two (2) projects included shall have utilized CM at-Risk delivery method.

State clearly the scope for pre-construction and construction. Include the requested information regarding the projects and highlight relevant aspects of project experience per Part D in the Questionnaire.

5.06 Project Approach Please describe the approach that your team plans to utilize to manage this Project and explain how this approach would benefit the Owner, highlighting the following aspects:

A. Team Organization indicating the team members planned on each phase

Provide an organization chart, and the information regarding the Key Personnel requested in Part D of the attached Questionnaire. Staff named must be committed to both pre-construction and construction phases. Proposed Key Personnel must be current employees of the proposing firm. Include the structure of Joint Ventures, if applicable.

B. Management philosophy

Describe your management philosophy for the CM at-Risk construction delivery method. Include a description of best practices associated with CM at-Risk that was applied on your past projects and the outcomes that benefited the owners.

C. Strategies for Trade Coordination

Describe strategies for ensuring effective trade coordination during design phases on CM at-Risk projects. Include examples of your past projects how such strategies helped with design and construction, e.g. streamlined shop drawing production, pre-fabrication opportunities, etc.

D. Interface and Coordination with the County and its user groups

Include a description of how Proposer will closely interface and coordinate with the County and its user groups throughout the programming, schematic design, and

construction phases of the Project. Include your proposed plan of communication and decision tracking documentation to facilitate the planning process.

E. Construction Planning, Bidding Strategies and Performance

1. Describe how pre-construction services will be planned and performed, including your proposed methodology of reviewing design documents, site conditions, and proposed phasing and bid package strategies. Describe your capabilities and procedures in providing the technical expertise required for constructability, schedule, and cost analysis.
2. Describe how construction services will be planned and executed, including your subcontracting plan, any proposed outreach and utilization plans, advertising and award. Discuss your methodology for coordination of work including site preparation, demolition and construction phasing to minimize impact on the normal operation of the buildings in the vicinity. Include an explanation of any claims avoidance measures and processes employed.
3. Describe your firm's bid marketing strategies and how you will engage and ensure ample potential subcontractors in the bidding process.
4. Describe your infection control program/policies implemented during construction in the hospital environment. Explain the methods and procedures used and provide specific examples.

F. Budget Management and Cost Control

1. For comparable hospital projects and new administrative office facilities for which your firm and the proposed staff for the Project have performed construction management/general contracting services, list the cost per square foot for your new construction projects completed in the prior five (5) years. Separate hard and soft costs and explain what is included with both. Explain how pre-construction services performed contributed to cost control, if applicable.
2. For comparable hospital renovation projects and new administrative office facilities for which your firm and the proposed staff for the Project have performed construction management/general contracting services completed in the prior five (5) years, list the cost estimate, bid amount, and the difference. Describe changes in scope if appropriate and if this change in scope results in an increase in your fee.
3. Describe your cost estimating methods including the use of BIM and other technological tool(s) to assist in the process. Describe how the cost estimates were developed, how often they were updated, and the accuracy measured against actual budget.
4. Discuss your proposed methodology in decision tracking and corresponding cost updates to ensure budget and schedule adherence.
5. Describe your cost control methods during construction and how you procure subcontractors. Describe processes used to review and approve change orders,

including proper payment methodology. Provide examples of how these techniques were used and the degree of accuracy achieved.

6. Describe your methodology for working with the selected Architect to deliver, establish, and maintain the GMP throughout the design and construction process.

G. Schedule Management

1. Describe how you will establish, maintain, and update the Project schedule during design and construction.
2. Describe your approach to assure timely completion of the Project; provide examples of how these techniques were used on past projects, including specific scheduling challenges/requirements, actual solutions and the outcomes.

H. Quality Control and Problem Solving

1. Provide an example from your past projects of a constructability program used to maintain project budgets without compromising quality and schedule.
2. Describe your quality control program. Explain the methods used to ensure quality control during the construction phase of a project. Provide specific examples of how these techniques or procedures were deployed. Elaborate your plan to provide quality control on this Project.
3. As the CM at-Risk, describe your relationship with the local subcontracting community and how your relationships will benefit the Project, especially during the bidding phases.
4. Describe your plan for communicating constructability, phasing, bid package strategy, value engineering, and other budget options in a format that will quickly facilitate the Owner's decision-making as well as decision-tracking.
5. Describe any issues and conflicts encountered on your past projects with the Owner, consultants, Architect/Engineer, or subcontractors and how those issues and conflicts were resolved satisfactorily.
6. Provide examples of pre-construction services to demonstrate the knowledge and creativity of providing the structural, mechanical, electrical, plumbing, security, fire alarm and other critical system solutions for improving the overall budget, schedule and quality.

I. Technological Experience including BIM

Provide a list of three (3) new construction projects (public or private) over \$50 million in construction volume where the Proposer utilized technological tools including BIM to support the design process, coordinate multiple trades and facilitate the management of budget and schedule. Provide dates when these projects were completed, overall schedule, and construction volume. Provide client references with contact information. Include experience and capabilities with BIM analysis and other uses that enhanced the construction process.

J. Innovative Techniques

Provide description of any innovative techniques and methodologies you employed on past projects that added value to the projects. Explain how these have benefited the owners and improved the project outcomes.

- 5.07 Audited or Reviewed Financial Statements** (Information requested to attach to Questionnaire Attachment A-1 – only One (1) copy required) Include audited or reviewed financial statements for the three (3) most recently completed fiscal years for Proposer and each member of any proposed partnership, joint venture, limited partnership, or association, that comprise the Proposer as a legal entity entitled to contract in California. Also include audited or reviewed financial statements for the three (3) most recently completed fiscal years for any parent companies of Proposer.
- 5.08 Surety Letter re: Capability to Provide Required Performance and Payment Bonds** (Information requested to attach to Questionnaire Attachment A-1) Proposer shall include a letter from a surety duly licensed to do business in the State of California, having a financial rating from A.M. Best Company of A-, VII or better, that the surety has agreed to provide Proposer with the required performance and payment bonds in accordance with the requirements set forth in Documents 00 61 13.13 (Construction Performance Bond) and 00 61 13.16 (Construction Labor and Material Payment Bond), each in the penal sum of the Proposer's bid when submitted. Owner shall have the right to verify with the surety that the surety, based upon the Bid prices, will issue the required bonds under the conditions stated. Please refer to Exhibit G and Exhibit H for Documents 00 61 13.13 and 00 61 13.16 respectively. Approved construction cost (hard cost) for the Project is approximately \$70 million.
- 5.09 Insurer Letter re: Capability to Provide the Required Insurance** (Information requested to attach to Questionnaire Attachment A-1) Proposer shall provide a letter from an insurance underwriter, having a financial rating reasonably acceptable to Owner, confirming that the insurer will provide Proposer the required coverages and amounts. Approved construction cost (hard cost) for the Project is approximately \$70 million.
- 5.10 Description of Safety Program and Quality Control Procedures** Proposer shall identify, describe its safety program, quality control procedures, and safety experience.
- 5.11 License** Evidence of a valid and current general contractor's license and required licenses of all licensees of persons who are Key Personnel and Trade Members necessary to perform the Work.
- 5.12 Litigation History** Description of litigation history since 2010, including names and contacts of involved parties, nature of dispute, and disposition.

ARTICLE 6 – KEY SELECTION CRITERIA

The evaluation by the selection committee will be based on the information provided in accordance with Article 4 and Article 5 using the criteria listed below.

- 6.01 Completeness of RFSOQ Submission** – RFSOQ’s submittals should describe the Proposer’s qualification in comprehensive construction management/general contracting services and should respond to each of the items set forth in the RFSOQ and adherence to the formatting and rules.
- 6.02 Personnel Experience and Qualification** – Evaluation of the list of Key Personnel specifically assigned to the proposed Project, including their qualifications, overall experience and recent experience on projects of similar scope, scale and complexity to the proposed Project.
- 6.03 Depth and Quality of Proposer’s Performance** – Review of past performance on San Mateo County projects and/or other projects of similar scope, scale and complexity as the proposed Project; evaluation of client references whether included in the RFSOQ submittal or not; and overall demonstrated responsiveness to the County’s needs.
- 6.04 Technical / Management Approach** – Evaluation of the Proposer’s overall ability to interface and coordinate with the County’s various user groups throughout conceptual design, schematic design, and construction, coupled with technical expertise to construct and manage the Project responsive to the County’s current and future needs. Soundness of the Proposer’s methodology to establish a reasonable GMP within the Project budget, manage cost and schedule effectively through all phases, efficiently track decisions, and other relevant factors to ensure successful delivery of the Project.
- 6.05 Availability** – Evaluation of the workload of the Proposer, the proposed staffing and the office location(s) of the proposed Key Personnel to be assigned to the proposed Project.
- 6.06 Financial Stability** – Evaluation of the overall financial position of Proposer as determined from financial information required by this RFSOQ or from other independent sources.
- 6.07 Sustainable Practices** – Evaluation of the Proposer’s experience in managing and constructing projects that were designed with sound, effective sustainable principles including Zero Net Energy and LEED .
- 6.08 Experience with CM at-Risk** – Evaluation of the Proposer’s experience, effectiveness and outcomes in delivering projects under CM at-Risk contracts.
- 6.09 Experience using technology including BIM** – Evaluation of the Proposer’s experience and resources in utilizing technological tools including BIM to enhance the management and construction of projects.
- 6.10 Claims History** – Evaluation of the Proposer’s litigation history on past and current claim(s) against the Proposer.
- 6.11 Assessment of Liquidated Damages** – Evaluation of the Proposer’s performance history on whether disputes and liquidated damages have been assessed on past and current project(s).
- 6.12 Size, capability, and continuous operation of a California office over at least 5 years** – Evaluation of the capability and stability of the Proposer’s firm(s) to deliver this Project.

- 6.13 Trust and Collaboration** – Evaluation of the Proposer’s demonstrated reliability and ability to collaborate with the Project team and associated stakeholders to deliver the Project successfully.
- 6.14 Cost Control** – Evaluation of the Proposer’s demonstrated ability and proposed approach in the development of a predictable and reasonable GMP, effective bidding process, and the continuous monitoring of cost to ensure close budget adherence.

The County may consider any other criteria it deems relevant, and the Selection Committee is free to make any recommendations it deems to be in the best interest of the County.

ARTICLE 7 – ADMINISTRATIVE REQUIREMENTS AND POLICIES

- 7.01** Proposers will be required to comply with all non-discrimination employment regulations, including:
- A. No person shall, on the grounds of race, color, creed, national origin, religious affiliation or non-affiliation, sex, sexual orientation, marital status, age (over 40), disability, medical condition (including but not limited to AIDS, HIV positive diagnosis or cancer), political affiliation or union membership be excluded from participation in, be denied the benefits of, or be subjected to discrimination under this Agreement.
 - B. Proposers shall ensure equal employment opportunity based on objective standards of recruitment, selection, promotion, classification, compensation, performance evaluations, and management relations, for all employees under any contract that may result from this submittal. Proposers’ personnel policies shall be made available to County upon request.
 - C. Proposers shall assure compliance with section 504 of the Rehabilitation Act of 1973 by submitting a signed letter of compliance. Proposers shall be prepared to submit a self-evaluation and compliance plan to County upon request within one (1) year of the execution of any agreement that may result from this submittal.
 - D. Proposers must comply with the County Ordinance Code with respect to the provision on employee benefits. As set forth in the ordinance, such Proposers are prohibited from discriminating in the provision of employee benefits between an employee with a domestic partner and an employee with a spouse.
- 7.02** The County reserves the right to accept or reject any or all RFSOQ submittals, or to request clarification or additional information or an alternative presentation of data from any Proposer, at the County’s sole discretion. Further, while every effort has been made to ensure the information presented in the RFSOQ is accurate and thorough, the County accepts no responsibility or liability for any unintentional errors or omissions in this document.
- 7.03** Should Proposer realize during the review process that there has been a substantive error or omission in its submittal, which does not alter basic services and has not already resulted in disqualification from participating in the RFSOQ process for other reasons, said Proposer is invited to submit to the Project Manager a written request and explanation of Proposer’s desire to correct its submittal. It shall be at the sole discretion of the County’s

selection committee to decide whether to grant Proposer's request to correct its RFSOQ submittal.

- 7.04** All submittals become the property of the County and as such become public documents available to be reviewed by the public upon request. The Government Code Sections 6250 et. seq., the Public Records Act (PRA), define public record as any writing containing information relating to the conduct of public business. This applies to submittals pursuant to this RFSOQ. The PRA provides that public records shall be disclosed upon written request and that any citizen has a right to inspect any public record unless the document is exempted from disclosure. The materials submitted in response to this RFSOQ are subject to the PRA.

Be advised that any contract that eventually arises from this RFSOQ is a public record in its entirety. Also, all information submitted in response to this RFSOQ is itself a public record without exception. Submission of any materials in response to this RFSOQ constitutes a waiver by the submitting party of any claim that the information is protected from disclosure. By submitting materials, (1) you are consenting to release of such materials by the County if requested under the Public Records Act without further notice to you and (2) you agree to indemnify and hold harmless the County for release of such information.

If the County receives a request for any portion of a document submitted in response to this RFSOQ, the County will not assert any privileges that may exist on behalf of the person or entity submitting the proposal, and the County reserves the right to disclose the requested materials without notice to the party who originally submitted the requested material. To the extent consistent with the Public Records Act and applicable case law interpreting those provisions, the County and/or its officers, agents, and employees retain discretion to release or withhold any information submitted in response to this RFSOQ. Submission of a proposal constitutes a complete waiver of any claims whatsoever against the County and/or its officers, agents, or employees that the County has violated a proposer's right to privacy, disclosed trade secrets, or caused any damage by allowing the proposal to be inspected.

Proprietary or confidential data should be readily separable from the RFSOQ submittal in order to facilitate eventual public inspection of the non-confidential portion of the RFSOQ submittal. Confidential data is normally restricted to confidential financial information.

- 7.05** Successful and unsuccessful Proposers will receive a written notification of whether their submittal was elevated to the next phase of finalist evaluation. The written notification will be sent to the name and address of the authorized officer of the firm provided in the RFSOQ submittal. The timing of written notification to Proposer is entirely at the County's sole discretion.

ARTICLE 8 – ANTICIPATED SCHEDULE OF EVENTS FOR THE RFSOQ PROCESS

County reserves the right to modify this schedule at any time at its sole discretion.

Project Development Unit Issues RFSOQ	01/23/19
Pre-Qualification Conference (Recommended)	02/08/19
Questions via email due: 5:00 pm	02/07/19
Responses to Questions Posted to Webpage	02/14/19
Qualification submittals due: 2:30 pm	02/28/19
Review of all RFSOQ submittals	03/01/19 – 03/08/19
Selection Committee produces short-listed Proposers	03/11/19
Notice of prequalified Proposers posted	03/11/19
Request for Proposals sent to prequalified Proposers	03/14/19
Pre-Proposal Conference (Mandatory)	03/21/19
Scope of services and fee proposal due: 2:30 pm	04/04/19
Interviews of short-listed Proposers	04/10/19
Selection Committee provides final selection	04/23/19

END OF DOCUMENT

STATEMENT OF QUALIFICATION QUESTIONNAIRE ATTACHMENT A-1 FOLLOWS ON NEXT PAGE

ATTACHMENT A-1 – Request for Statement of Qualifications Questionnaire

Proposers shall complete this entire Request for Statement of Qualifications Questionnaire and submit it in accordance with Document 00 45 16 (Statement of Minimum Qualifications). Failure to complete the questionnaire or inclusion of any false statement(s) shall be ground for immediate disqualification.

CONTACT INFORMATION

If joint venture, provide requested information for all companies under the joint venture entity. Attach additional pages to the end of this Questionnaire if needed.

Company Name: _____

Owner of Company: _____

Contact Person: _____

Address: _____

Phone: _____ Email: _____

PART A: GENERAL INFORMATION

1. Does Proposer possess a valid and current California Contractor's License for the work proposed? Yes ___ No ___
2. Does Proposer have a minimum of \$5,000,000 Comprehensive General Liability insurance coverage, a minimum of \$2,000,000 for automobile coverage and full statutory coverage for Workers' Compensation? Yes ___ No ___
3. Has Proposer's license been revoked at any time in the last five (5) years? Yes ___ No ___
4. Has Proposer been "default terminated" by an Owner (other than for convenience), or has a Surety completed a contract for Proposer within the last five (5) years? Yes ___ No ___
5. Has Proposer been convicted for willful failure to pay prevailing wages in the last three (3) years? Yes ___ No ___
6. Has Proposer attached copies of its reviewed or audited financial statements and accompanying notes for the last three (3) years? Yes ___ No ___

**Proposer may be disqualified if any answer to questions 1, 2, or 6 is No.
Proposer may be disqualified if any answer to questions 3, 4, or 5 is Yes.**

PART B: SAFETY, PREVAILING WAGE, DISPUTES AND BONDS

1. Has Cal/OHSA, Federal OSHA, the EPA or any Bay Area Air Quality Management District (BAAQMD), or any Regional Water Quality Control Board, cited Proposer in the past five (5) years for its work on a California construction project? Yes ___ No ___

If yes, attach description of each citation and statement why such citation should not disqualify Proposer as a responsible Proposer under the California Public Contract Code.

2. Describe Proposer's safety mission statement that guides the safety management on projects. Describe innovations the Proposer has implemented that improved safety performance.

What is Proposer's Interstate Experience Modification Rate (EMR) in the past five (5) years? A rating in excess of 1.0 may constitute grounds for disqualification as non-responsible.

Provide:

- (a) Proposer's State of California Experience Modification Rate (EMR) for the last five (5) years: _____.
- (b) Proposer's OSHA recordable incident rate for the last five (5) years: _____.
- (c) Proposer's OSHA lost time incident rate for the last five (5) years: _____.

Prevailing Wage Provisions

3. During the last five years, has Proposer been required to pay either back wages or penalties for failure to comply with California state prevailing wage laws or federal Davis-Bacon prevailing wage requirements for any California construction project? Yes _____ No _____

If yes, attach description of each instance and statement why such citation should not disqualify Proposer as a responsible Proposer under the California Public Contract Code.

4. During the last five years, has Proposer been fined, penalized or otherwise found to have violated any prevailing wage or labor code provision not involving back wages or penalties described immediately above? Yes _____ No _____

If yes, attach description of each instance and statement why such citation should not disqualify Proposer as a responsible Proposer under the California Public Contract Code.

License Provisions

5. Has Proposer changed names or license numbers in the past five (5) years? If so, please state reason for change. Yes _____ No _____
Current California Contractor License Name _____ No. _____

Reason: _____

Disputes or Liquidated Damages

6. Has Proposer had any claims, litigation, legal proceedings, or disputes ending in mediation or arbitration, or termination for cause associated with any project since 2010, including litigation involving the Proposer and the proposed staff (in their professional capacities) for the Project? ("Litigation" or "Legal Proceeding" includes, but is not limited to, actions in civil or criminal court, mediation, arbitration, and all other forms of dispute resolution, settled or pending.)
Yes _____ No _____

If yes, attach description of each instance including details of total claim amount, settlement amount, and Owner's name and phone number, and include the following specifics:

List and describe unsettled/pending claims, demands, or notices of default since January 1, 2010.

Has Proposer failed to complete a contract or been removed from a project within the past ten (10) years? Yes _____ No _____

If yes, attach description of each instance and statement why such failure to complete or removal from a project should not disqualify Proposer as a responsible Proposer under the California Public Contract Code.

7. Has Proposer had liquidated damages assessed against it for delay by a Project owner on any project in the past five (5) years? If yes, attach description of each instance including details of total project time, number of days of inexcusable delay and reasons why the delay occurred, claim amount, settlement amount, and Owner's name and phone number. Yes _____ No _____

PART C: FIRM BACKGROUND

Please provide and attach the following information about your firm in accordance with the sequence stipulated in Article 5:

- A. Legal Structure (corporation, partnership, limited partnership, joint venture, etc.)
- B. Size of Firm / Staff
- C. Years in Business
- D. Organizational Chart of Firm, and tenure of executive management
- E. If Firm is a partnership or association, a listing of all of the partners, general partners, or association members known at the time of RFSOQ submission who will participate in an CM/GC Contract if awarded.

PART D: EXPERIENCE

The nature of this Project requires prior similar experience for the firm and the Key Personnel assigned. Summarize similar project experience below and provide the detailed project information requested in accordance with the sequence stipulated in Article 5:

1. Key Personnel. List Key Personnel that will be assigned to the Work of the current Project and attach résumés demonstrating their experience/training with the qualifying projects listed in the RFSOQ (see item 2 below):

Principal in Charge: _____

Project Executive: _____

Project Manager: _____

Project Engineers (including MEP Coordinator): _____

Project Superintendent: _____

Project Scheduler: _____

LEED AP & Other Staff: _____

BIM Coordinator: _____

2. Qualifying Projects. On separate sheets, list the requested number of projects required in Article 4 and Article 5, and identify the superintendent, project manager and scheduler. NOTE: this listing will be used to assess compliance with the stated minimum qualifications. Please clearly delineate the following:

- A. Project Name and Description

- B. Delivery Method used
- C. Construction Cost
 - a. Contracted Cost
 - b. Projected cost at completion of design and Final cost at project completion
 - c. Cost per Square Foot
- D. Type of Construction (new, renovation, or expansion)
- E. Year Completed
- F. Total Gross Area
- G. Architect/Engineer Contact (name and phone number)
- H. Construction Manager or Project Manager (name and phone number)
- I. Major subcontractors including Structural System, Structural Subcontractors, and MEP subcontractors.
- J. Change Order Percentage - Did Change Orders exceed ten percent (10%) of original contract sum? If yes, please explain.
- K. Original Scheduled Date of Completion
- L. Actual Date of Completion
- M. Number of Stop Notices filed by Subcontractors or Suppliers
- N. Project photographs and /images
- O. Name of Superintendent
- P. Name of Project Manager
- Q. Name of Scheduler
- R. Name of QA/QC Officer
- S. LEED Certification achieved and any other Zero Net Energy / sustainable design features
- T. Minimum Qualification Elements Shown and any relevant Special Features
- U. Award(s) Received

3. Relevant Experience. Highlight relevant aspects of project experience regarding:

- A. Local projects. Describe your experience involving projects planned or built in the County of San Mateo, local Bay Area locations and projects under OSHPD jurisdiction (OSHPD 3). Provide information that demonstrates your ability and experience to provide the services with focus on a local Bay Area and OSHPD project(s).
- B. Demonstrate your local project experience, and knowledge of local subcontractor community and of local market conditions and Proposer's unique skills and services.
- C. Project issues. Summarize how your experience on past projects addressed these project issues:
 1. Project Labor Agreements. Provide details of your experience with Project Labor Agreements.
 2. Local Participation. Describe your experience in developing participation of local firms, particularly small businesses.
 3. Teamwork and collaboration. Describe how you will closely interface and coordinate with Owner, its PM & other Owner's Representatives, the A/E team, and other consultants and users throughout the pre-construction and construction phases.
 4. Regulatory agency compliance. Describe how you will anticipate and comply with requirements of agencies having jurisdiction.
 5. Change Management. Describe systematic process to identify potential changes early, resolve/process them promptly and negotiate fair pricing.

PART E: FINANCIAL INFORMATION

- 1. Has Proposer ever reorganized under the protection of bankruptcy laws?
Yes _____ No _____ If yes, please state when _____
- 2. For each general liability carrier that has written CGL insurance to Proposer over the prior five (5) years, please provide information below:

Agency Name: _____

Contact Name: _____

Phone Number _____

Carrier: _____ A.M. Best Rating: _____

Carrier: _____ A.M. Best Rating: _____

Carrier: _____ A.M. Best Rating: _____

- 3. Has Proposer ever had insurance terminated by a carrier? Yes _____ No _____

If yes, explain on a separate signed sheet marked with correlating cross-reference to this paragraph of the questionnaire and an explanation of the reasons for the termination, including an explanation, if necessary, why the events that caused the termination of coverage should not disqualify Proposer as a responsible Proposer under the California Public Contract Code.

4. Financial and Bonding Information. (Only One (1) copy required) Include financial information for the Proposer in order to demonstrate Proposer’s financial capability to complete the Project. This may be submitted under seal and treated as confidential to the extent permitted under applicable federal and state law. In order to demonstrate the Proposer’s financial capability, Proposers are requested to submit the following items:

- A. Financial statements for the three (3) most recently completed fiscal years (including Income Statement and Balance Sheet) which were audited or reviewed by an independent accounting firm using GAAP or other information for the Proposer and each member of any proposed partnership, joint venture, limited partnership, or association that comprise the Proposer as a legal entity to contract in California to demonstrate the financial capability necessary for this Project. Include also audited or reviewed financial statement for the three (3) most recently completed fiscal years for any parent companies of the Proposer.
- B. A list of any loans on which the Proposer or member has defaulted in the last five (5) years.
- C. A list of financial references, including the name of the individual, title, company name, and phone number, for at least two (2) individuals that have provided the Proposer (or Project Team Member) with financing during the last three (3) years.
- D. Submit a letter from a surety company licensed to do business in the State of California, having a financial rating from A. M. Best Company of A-, VII or better, that states that the Firm has sufficient bonding capacity for the project Scope and cost as stated in these Instructions for Proposals and has agreed to provide the Proposer with the required performance and payment bonds in accordance with the County requirements. Owner shall have the right to verify with the surety that the surety, based upon the bid prices, will issue the required bonds under the conditions stated. Approved construction cost (hard cost) for the Project is approximately \$70 million.
- E. Submit a letter from an insurance underwriter, having a financial rating reasonably acceptable to Owner, confirming that the insurer will provide the Proposer the required coverages and amounts. Approved construction cost (hard cost) for the Project is approximately \$70 million.

- F. Identify if the proposing firm is currently for sale or involved in potential transaction to expand or to become acquired or merged by another business entity. If so, explain the impact in both organization and company direction.
- G. Document Proposer's ability to perform the volume of work described in the Contract Documents given Proposer's current and anticipated workloads in [TBD]. Summarize current work commitments broken down by project delivery method (GC, CM, CM Multiple Prime, other) and volume of work.

Proposer hereby declares under penalty of perjury that all the information provided in this questionnaire is true and correct.

SIGNATURE

TITLE

END OF ATTACHMENT A1

List of Exhibits

[Exhibit A – North County Campus Master Plan](#) For Reference Only

[Exhibit B - DOCUMENT 00 61 13.13 - Performance Bond](#)

[Exhibit C - DOCUMENT 00 61 13.16 - Payment Bond](#)

For Reference Only

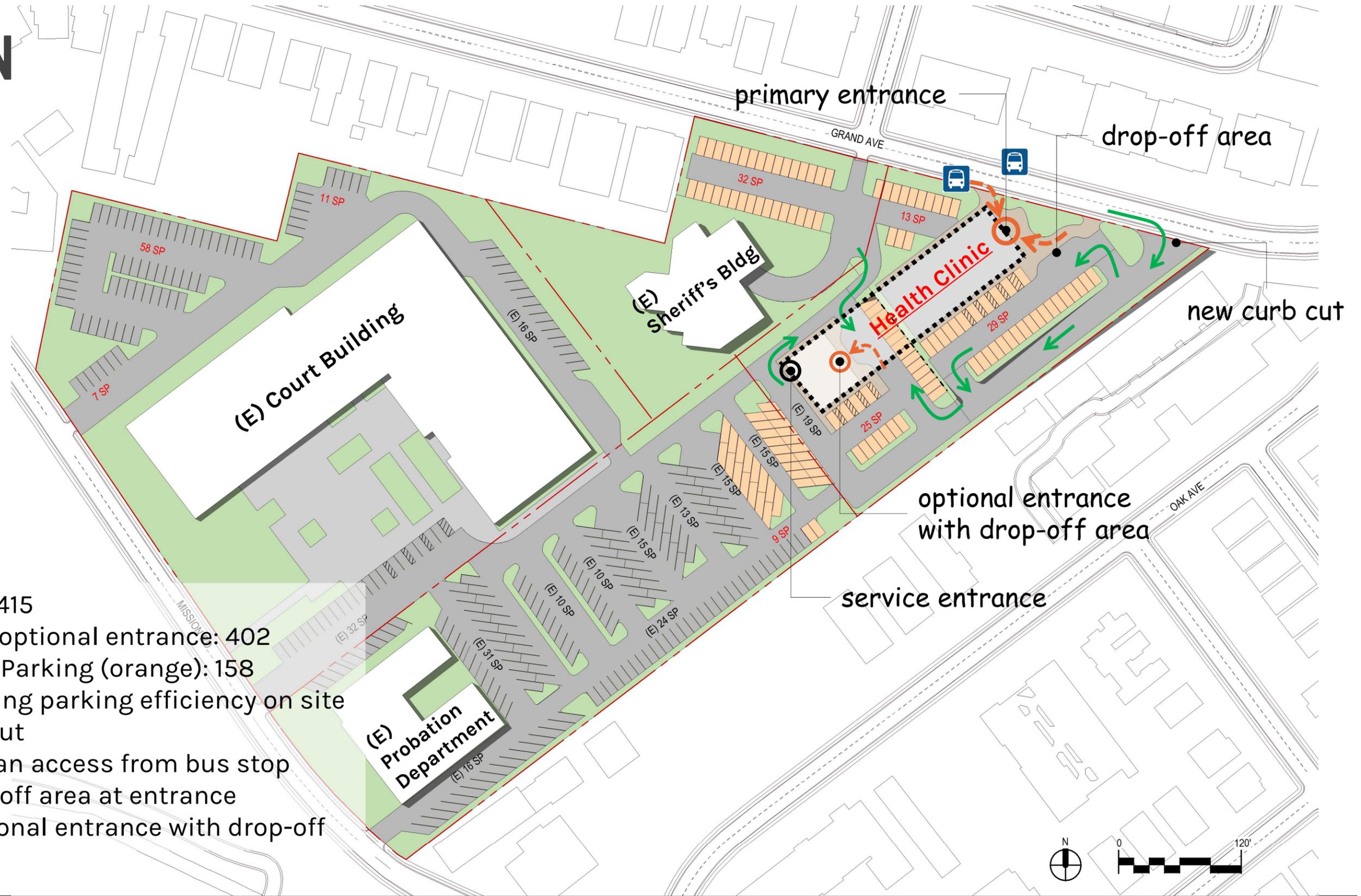
Exhibit A

EXISTING SITE CONDITIONS



SITE DESIGN

OPTION 1



Target Parking Count: 415

Provided Parking with optional entrance: 402

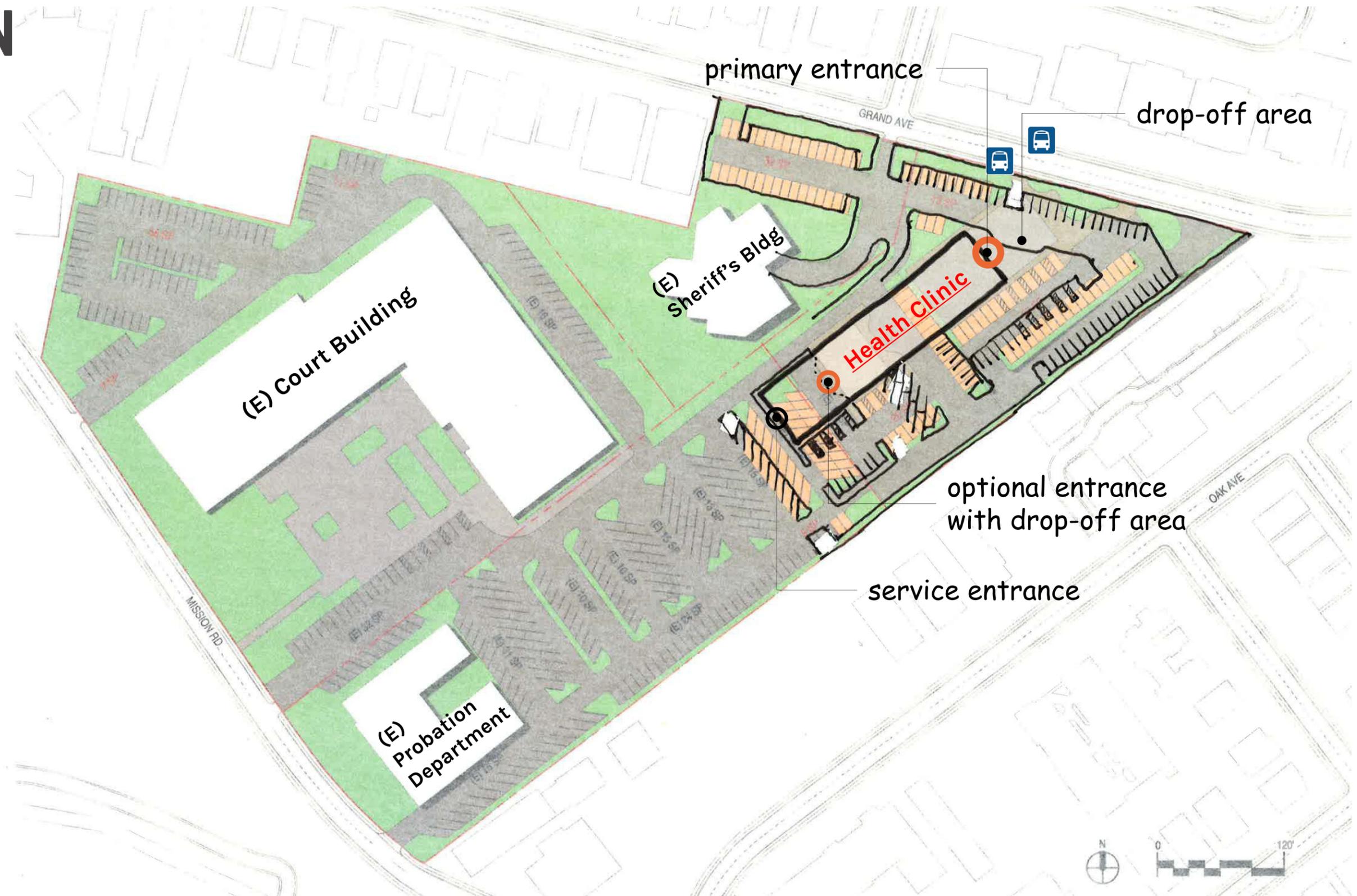
Provided Health Clinic Parking (orange): 158

- Improved existing parking efficiency on site
- Relocate curb cut
- Direct pedestrian access from bus stop
- Vehicular drop-off area at entrance
- Optional additional entrance with drop-off



SITE DESIGN

OPTION 2



DOCUMENT 00 61 13.16

PAYMENT BOND

KNOW ALL PERSONS BY THESE PRESENTS:

1.01 THAT WHEREAS, the COUNTY OF SAN MATEO (**Owner**), a political subdivision of the State of California, has awarded to (**Name of Contractor**) _____ as Principal Contract Number _____ dated the ____ day of _____, 20____ (the **Contract**) for the [PROJECT] is by this reference made a part hereof, for the work of the following Contract:

[PROJECT DESCRIPTION

A. AND WHEREAS, Principal is required to furnish a bond in connection with the Contract to secure the payment of claims of laborers, mechanics, material suppliers, and other persons as provided by law;

B. NOW, THEREFORE, we, the undersigned Principal and (Name of Surety) _____, as Surety, are held and firmly bound unto Owner in the sum of **[Insert 100% of the "Total Bid Price" identified in CM/GC's Bid; subject to further revision as Trade Subcontracts are bid out and assigned and novated to CM/GC per Contract Documents (e.g., Documents _____ Agreement and _____ Assignment and Novation Agreement)]** for which payment well and truly to be made we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

C. THE CONDITION OF THIS OBLIGATION IS SUCH, that if Principal, or its executors, administrators, successors, or assigns approved by Owner, or its subcontractors shall fail to pay any of the persons named in California Civil Code § 3181, or amounts due under the State of California Unemployment Insurance Code with respect to work or labor performed under the Contract, or for any amounts required to be deducted, withheld, and paid over to the State of California Employment Development Department from the wages of employees of Principal and subcontractors pursuant to section 13020 of the State of California Unemployment Insurance Code with respect to such work and labor, that Surety will pay for the same in an amount not exceeding the sum specified in this bond, plus reasonable attorneys' fees, otherwise the above obligation shall become and be null and void.

D. This bond shall inure to the benefit of any of the persons named in California Civil Code § 3181, as to give a right of action to such persons or their assigns in any suit brought upon this bond. The intent of this bond is to comply with the California Mechanic's Lien Law.

E. Surety, for value received, hereby expressly agrees that no extension of time, change, modification, alteration, or addition to the undertakings, covenants, terms, conditions, and agreements of the Contract, or to the work to be performed thereunder, shall in any way affect the obligation of this bond; and it does hereby waive notice of any such extension of time, change, modification, alteration, or addition to the undertakings, covenants, terms, conditions, and agreements of the Contract, or to the work to be performed thereunder.

F. Surety's obligations hereunder are independent of the obligations of any other surety for the payment of claims of laborers, mechanics, material suppliers, and other persons in connection with Contract; and suit may be brought against Surety and such other sureties, jointly and

severally, or against any one or more of them, or against less than all of them without impairing Owner's rights against the other.

G. Correspondence or claims relating to this bond shall be sent to Surety at the address set forth below.

H. IN WITNESS WHEREOF, we have hereunto set our hands this _____ day of _____, 20____.

CONTRACTOR AS PRINCIPAL

SURETY

Company: _____ (Corp. Seal)

Company: _____ (Corp. Seal)

Signature

Signature

Name

Name

Title

Title

Address: _____

Address: _____

END OF DOCUMENT

PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS:

1.01 THAT WHEREAS, the COUNTY OF SAN MATEO (**Owner**), a political subdivision of the State of California, has awarded to (**Name of Contractor**) _____ as Principal Contract Number _____ dated the ____ day of _____, 20____ (the **Contract**) for the _____ is by this reference made a part hereof, for the work of the following Contract:

[PROJECT DESCRIPTION]

1.02 AND WHEREAS, Principal is required to furnish a bond in connection with the Contract, guaranteeing the faithful performance thereof;

1.03 NOW, THEREFORE, we, the undersigned Principal and (**Name of Surety**) _____ as Surety are held and firmly bound unto Owner in the sum of [Insert **“Total Proposal Price”** identified in CM/GC’s Proposal; subject to further revision as Trade Subcontracts are bid out, or otherwise procured, and assigned and novated to CM/GC per Contract Documents (e.g., Documents _____ and _____)] to be paid to Owner or its successors and assigns; for which payment, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

1.04 THE CONDITION OF THIS OBLIGATION IS SUCH, that if Principal, or its heirs, executors, administrators, successors, or assigns approved by Owner, shall promptly and faithfully perform the covenants, conditions, and agreements of the Contract during the original term and any extensions thereof as may be granted by Owner, with or without notice to Surety, and during the period of any guarantees or warranties required under the Contract, and shall also promptly and faithfully perform all the covenants, conditions, and agreements of any alteration of the Contract made as therein provided, notice of which alterations to Surety being hereby waived, on Principal’s part to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify, defend, protect, and hold harmless Owner as stipulated in the Contract, then this obligation shall become and be null and void; otherwise it shall be and remain in full force and effect.

1.05 No extension of time, change, alteration, modification, or addition to the Contract, or of the work required thereunder, or work or actions by Owner to mitigate the damages resulting from any breach in performance by Contractor, shall release or exonerate Surety on this bond or in any way affect the obligation of this bond; and Surety does hereby waive notice of any such extension of time, change, alteration, modification, or addition.

1.06 Whenever Principal shall be and declared by Owner in default under the Contract, Surety shall promptly remedy the default, or shall promptly, and in no event later than thirty (30) days from notice:

- A. Undertake through its agents or independent Contractors (but having qualifications and experience reasonably acceptable to Owner), to complete the Contract in accordance with its terms and conditions and to pay and perform all obligations of Principal under the Contract, including without limitation, all obligations with respect to warranties, guarantees, indemnities, and the payment of liquidated damages; or

B. Obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and, upon determination by Owner of the lowest responsible bidder, arrange for a contract between such bidder and Owner and make available as work progresses (even though there should be a default or a succession of defaults under the contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the Contract Sum, and to pay and perform all obligations of Principal under the Contract, including, without limitation, all obligations with respect to warranties, guarantees, and the payment of liquidated damages; but, in any event, Surety's total obligations hereunder shall not exceed the amount set forth in the third paragraph hereof. The term "balance of the Contract Sum," as used in this paragraph, shall mean the total amount payable by Owner to the Principal under the Contract and any amendments thereto, less the amount paid by Owner to Principal.

1.07 Surety's obligations hereunder are independent of the obligations of any other surety for the performance of the Contract, and suit may be brought against Surety and such other sureties, jointly and severally, or against any one or more of them, or against less than all of them without impairing Owner's rights against the others.

1.08 Surety may not use Contractor to complete the Contract absent Owner's Consent. Owner shall have the right in its sole discretion to continue the work of the Contract, as necessary following a default and/or termination, as necessary to prevent risks of personal injury, property damage or delay to the Project.

1.09 No right of action shall accrue on this bond to or for the use of any person or corporation other than Owner or its successors or assigns.

1.10 Surety shall join in any proceedings brought under the Contract upon Owner's demand, and shall be bound by any judgment.

1.11 Correspondence or claims relating to this bond shall be sent to Surety at the address set forth below.

IN WITNESS WHEREOF, we have hereunto set our hands this _____ day of _____, 20____.

CONTRACTOR AS PRINCIPAL

SURETY

Company: _____ (Corp. Seal)

Company: _____ (Corp. Seal)

Signature: _____

Signature: _____

Name and Title: _____

Name and Title: _____

Address: _____

Address: _____

END OF DOCUMENT