



**COUNTY OF ALAMEDA**  
**REQUEST FOR QUALIFICATIONS #13023**  
**FOR**  
**CONSTRUCTION MANAGER AT-RISK SERVICES**  
**FOR**  
**CHERRYLAND COMMUNITY CENTER PROJECT**

For complete information regarding the project see RFQ posted at:  
[http://www.acgov.org/gsa\\_app/gsa/purchasing/bid\\_content/contractopportunities.jsp](http://www.acgov.org/gsa_app/gsa/purchasing/bid_content/contractopportunities.jsp)

**RESPONSE DUE**  
by or before  
**2:00 p.m.**

**on**

**July 29, 2016**

at

**Alameda County, GSA-Technical Services Department**  
**1401 Lakeside Drive, Suite 900**  
**Oakland, CA 94612**

**REQUEST FOR QUALIFICATIONS  
FOR  
CONSTRUCTION MANAGER AT-RISK SERVICES  
  
FOR  
  
COMMUNITY CENTER PROJECT**

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**EXHIBIT “A” – CMR CONSTRUCTION QUALIFICATIONS  
QUESTIONNAIRE**

**EXHIBIT “B” – FORMS AND CERTIFICATIONS REQUIRED TO BE  
SUBMITTED WITH SOQ**

**EXHIBIT “C” – CMR’S GENERAL CONDITIONS TABLE**

**EXHIBIT “D” – COUNTY EVALUATION PROCESS**

**EXHIBIT “E” – (INTENTIONALLY OMITTED)**

**EXHIBIT “F” – SOQ PROTEST/APPEALS PROCESS**

**EXHIBIT “G” – EXCEPTIONS, CLARIFICATIONS AND  
AMENDMENTS FORM**

**EXHIBIT “H” – CONTRACT FOR PRECONSTRUCTION AND  
CONSTRUCTION SERVICES**

## I. INTRODUCTION AND INFORMATION

**A. Purpose of RFQ.** The County of Alameda (“County”), through this Request for Qualifications (“RFQ”), is soliciting qualified firms, partnerships, corporations, associations, persons, or professional organizations (“Firm(s)” or “Contractor(s)” or “CMR(s)”) to submit a Statement of Qualifications (“SOQ(s)”) for construction manager at risk services (“Services”) to the County for the Cherryland Community Center Project.

### **B. PROJECT DESCRIPTION AND SCOPE OF WORK**

The Community Development Agency, and the General Services Agency (“GSA”) have developed a design for a 18,500 square foot Cherryland Community Center for the residents of the greater unincorporated neighborhoods of Cherryland, San Lorenzo and Ashland (“Project”).

The Project is located at 278 Hampton Road (APN 413-35-010), 17482 Boston Road (APN 413-35-14-03) and the Meek Estate Park parking lot (APN 413-35-19-2) in the community of Cherryland in unincorporated Alameda County. The Project will be constructed on two parcels totaling approximately 56,968 square feet or approximately 1.3 acres. The total Project Area includes an existing parking lot and is approximately 2.2 acres and involves the construction of a new 17,500 square feet Cherryland Community Center and improvements to the existing Meek Estate Park parking lot. The facility will be operated and maintained by Hayward Area Recreational Parks District (“HARD”), which will operate the completed facility. HARD is also contributing the Boston Road parcel to the Project site and the improvement of their nearby Meek Estate parking lot.

The Cherryland Community Center will serve as a gathering place and community focal point for local residents of all ages. The Cherryland Community Center will include a lobby/reception gathering space area, a 5,000 square feet Community Event Room with adjoining courtyard and commercial kitchen, three (3) Multiple Activity Rooms, a Satellite Library, and additional space for pre-K facilities. The Cherryland Community Center will provide space for a number of uses, including wedding receptions, lectures, performances, speaking engagements, yoga, art and exercise classes; reading programs, library and computer/technology access and a diverse array of educational and recreational classes.

The Project site will accommodate 20 parking places. Currently with 56 places, the existing parking lot at the nearby Meek Estate will, as part of this scope, be improved and expanded to 105 total spaces.

### **C. CONSTRUCTION BUDGET & CONSTRUCTION SCHEDULE**

The County has set the maximum budget for the construction of the Project at **Fifteen Million Dollars (\$15,000,000)**. The County’s intention is to agree upon a Guaranteed Maximum Price (“GMP”) based on Project Budget.

The County has the following preliminary project schedule requirements and expectations, which are subject to change at the County’s discretion, which are subject to change at the County’s discretion:

Duration of Preconstruction Phase	160 Days
Duration of Construction Phase	15 months
Completion of construction of Project	June 2018

## **D. STATUS OF PROJECT DESIGN**

The design documents, consisting of design drawings and specifications, have been prepared by the architect-engineering (A-E) team headed by **Noll & Tam Architects**. The design documents are at approximately seventy-five percent (75%) construction documents. These, and all project documents referenced in this RFQ, are available for download at:

<https://onedrive.live.com/redir?resid=804A581F627962A4!4661&authkey=!AIxqmUBePeghFJM&ithint=folder%2c>

Other documents available for review in the preparation of a SOQ are: the County's geotechnical report, the Project's EIR documents and the Draft Site Remediation Plan (the scope of which is not within the CMR's Contract). These documents are for reference only. The County expects the selected CMR to review those documents during the Preconstruction Phase to ensure it fully understands the Project's Scope of Work and to confirm it can construct the Project for the Contract Price within the Preliminary Project Schedule.

The A-E team have also initiated discussion with Alameda County Fire Department (ACFD) with an initial fire/life safety review. Conditions of approval and deferred submittal requirements will be summarized in upcoming Addendum.

## **E. SITE HISTORY**

### **1. Prior Uses**

The Project's two parcels were previously part of a large agricultural complex surrounding the adjacent Meek Estate. The "Hampton" parcel contained a caretaker's residence and chicken coops, both of which were damaged by fire in early 2000's. The debris was subsequently demolished and razed across the site. Its removal is not part of this scope; see Current Status below.

### **2. Current Status**

The County is performing remedial actions to mitigate lead and pesticide contamination at the site which was most recently used as a residence. The County's actions will include removal and off-site disposal of lead and/or pesticide contaminated soil as required to achieve California Department of Toxic Substances Control (DTSC) cleanup goals for residential development. The County will issue a notice to proceed to the successful Firm for the Construction Phase only after the County and DTSC conclude that these tasks are completed.

The County's efforts do not mean that all lead and pesticide impacted soil will be removed from the site. The successful Firm shall ensure that any soil removed from the site during construction is, at a minimum, tested for lead and pesticides to determine appropriate off-site reuse or disposal. Firms must review section 00 31 20 Existing Conditions Information, section 00 31 32 Geotechnical Data, and all provisions in the Contract Documents related to hazardous materials including, without limitation, section 00 45 46.04-Hazardous Materials Certification, section 00 45 46.06-Imported Material Certification and section 00 73 56-Hazardous Materials Procedures & Requirements.

## **F. SUMMARY OF THE SELECTION PROCESS**

1. **Project Phases.** The Project has two phases: The Preconstruction Phase and the Construction Phase.
2. **CMR Requirements.** Each firm that desires to be considered as the CMR for the Project, must:
  - a) Attend a one of two Networking/RFQ Conferences;
  - b) Complete and timely submit an SOQ, which includes, without limitation, the CMR Construction Qualifications Questionnaire,” the “RFQ Questions,” and a “Professional Fees and Preliminary Proposal” (in a separate envelope). See the “SOQ CONTENT” section herein.
3. **County’s Evaluation and Selection Process.**
  - a) The County will evaluate the SOQs and Firms’ responses to the CMR Construction Qualifications Questionnaire to determine each Firm’s qualification points.
  - b) The County will award the Project, if it awards it at all, to the Firm with the lowest Best Value Score as further described in **Exhibit “D”** – County Evaluation Process for Request for Qualifications for Construction Manager At-Risk Services).
4. **Phase 1: Preconstruction**
  - a) There will only be one (1) contract awarded by the County, but the scope for the initial phase will only be for the Preconstruction Services as identified in Exhibit “A” (Scope of Services) of the CMR Contract and as further defined herein.
  - b) Work in this Phase is subject to County of Alameda SLEB requirements, further described below in the “**County’s SLEB Program**” section.
  - c) After performing the Preconstruction Services and consulting with Project Architect and after the construction documents are one hundred percent (100%) complete, the selected CMR firm will formally bid the work of the Project to subcontractors, including those in the County database. After those bids are received, and when the County determines that the final GMP and project requirements are set, County staff intends to bring a recommendation to the Board for approval of the GMP. A Notice to Proceed will be issued after all requirements are completed.
5. **Phase 2: Construction**
  - a) County intends to issue a Notice to Proceed to the selected Firm to begin the Construction Services Phase of the Project in accordance with the approved Contract Documents and the Master Schedule.
  - b) Work in this Phase is subject to County of Alameda ECOP requirements, further described below in the “**County’s ECOP Program**” section.

**G. Contact.** The County’s GSA Technical Services Department (“TSD”) is managing the RFQ process for the County. All contact during this process is to be through TSD only.

1. Any Firms contacting other County personnel, officers, or elected officials related in any way to this RFQ may be disqualified from the RFQ process.
2. Questions regarding this RFQ must be received in writing by Brian Laczko at [brian.laczko@acgov.org](mailto:brian.laczko@acgov.org) by the time and date indicated in the Calendar of Events below.

**H. Addenda.** The GSA Contracting Opportunities website will be the official notification posting place of all Request for SOQs and Addenda. To view current contracting opportunities, go to: [http://www.acgov.org/gsa\\_app/gsa/purchasing/bid\\_content/contractopportunities.jsp](http://www.acgov.org/gsa_app/gsa/purchasing/bid_content/contractopportunities.jsp). Firms must monitor that website for all information regarding this RFQ. The County is not responsible for sending individual notification of changes or updates. It is the sole responsibility of the Firms to remain apprised of changes to this RFQ.

**I. Not a Bid.** This RFQ is not a formal request for bids, or an offer by the County to contract with any Firm(s) responding to this RFQ. The County also reserves the right to amend this RFQ as necessary. All materials submitted to the County in response to this RFQ shall remain the property of the County. The County reserves the right to seek SOQs from, or to contract with, any Firm(s) not participating in this process. The County shall not be responsible for the costs of preparing any SOQ in response to this RFQ. The County reserves the right to award to a single Firm or multiple Firms. The County has the right to decline to award this contract to all Firms for any reason. The County reserves the right to reject any or all responses that materially differ from any terms contained herein or from any Exhibits attached hereto, and to waive informalities and minor irregularities in responses received.

**J. Payment of Prevailing Wage.**

1. The selected Firm and its subcontractors shall pay all workers on the Project not less than the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work as determined by the Director of the Department of Industrial Relations, State of California, for the type of work performed and the locality in which the work is to be performed, pursuant to sections 1770 et seq. of the California Labor Code. Copies of the general prevailing rates of per diem wages for each craft, classification, or type of worker needed, as determined by the Director of the Department of Industrial Relations, are on file at the County’s principal office. Prevailing wage rates are also available on the internet at (<http://www.dir.ca.gov>).
2. Firms shall comply with the registration and compliance monitoring provisions of Labor Code section 1771.4, including furnishing its Certified Payroll Records to the Labor Commissioner of California and complying with any applicable enforcement by the Department of Industrial Relations. Labor Code section 1771.1(a) states the following:

“A contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code,

or engage in the performance of any contract for public work, as defined in this chapter, unless currently registered and qualified to perform public work pursuant to Section 1725.5. It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded.”

**K. Services.** The Services for the Project will be separately authorized in two (2) phases: the Preconstruction Phase and the Construction Phase and will include, without limitation, all the Services or Work indicated in the Contract for Preconstruction and Construction Services, attached hereto as **Exhibit “H.”**

**L. Calendar of Events.** The dates, times and locations below are subject to change by the County at its discretion. All Firms should regularly check the following website for any changes to this calendar:

[http://www.acgov.org/gsa\\_app/gsa/purchasing/bid\\_content/contractopportunities.jsp](http://www.acgov.org/gsa_app/gsa/purchasing/bid_content/contractopportunities.jsp)

<b>Event</b>	<b>Date/Location</b>
RFQ Issued	JUNE 24, 2016
MANDATORY 1 <sup>st</sup> Networking/RFQ Conference <b>Attendance at one of the conferences is required</b>	JULY 6, 2016 / 11 AM, 1111 JACKSON ST., OAKLAND, CA ROOM 226
MANDATORY 2 <sup>nd</sup> Networking/RFQ Conference <b>Attendance at one of the conferences is required</b>	JULY 7, 2016 / 1 PM, 1111 JACKSON ST., OAKLAND, CA ROOM 226
Emailed-Written Questions Due	<b><u>BY</u></b> JULY 13, 2016 / 2 PM
Final Addendum Issued	JULY 14, 2016
<b><u>Sealed SOQs Due</u></b>	<b><u>JULY 29, 2016 / 2 PM,</u></b> <b><u>1401 LAKESIDE, ROOM 900,</u></b> <b><u>OAKLAND, CA</u></b>
Evaluation Period Ends	AUGUST 18, 2016
Interviews	SEPT 1- SEPT 7, 2016
Board Decision on Firm	OCTOBER 4, 2016

**M. Networking Conference.** The County shall only accept SOQs from Firms that have attended at least one (1) of the County’s two (2) networking/RFQ conference(s), each of which will be held to:

1. Provide an opportunity for small and local and emerging businesses (SLEBs) and large firms to network and develop partnering relationships in order to participate in the contract(s) that may result from this RFQ.

2. Provide an opportunity for Firms to ask specific questions about the Project(s) and request RFQ clarification.
3. Provide Firms an opportunity to receive documents or information necessary to respond to this RFQ.
4. Provide the County with an opportunity to receive feedback regarding the Project(s) and this RFQ.

Written questions submitted prior to the networking/RFQ conference(s), in accordance with the Calendar of Events, and verbal questions received at the networking/RFQ conference(s), will be addressed whenever possible at the networking/RFQ conference(s). Substantive questions will be addressed and will be included in an RFQ Addendum following the networking/RFQ conference(s) in accordance with the Calendar of Events.

**N. County’s SLEB Program.** Any Firm selected to perform Preconstruction Phase Services must comply with the requirements of the County’s Small Local Emerging Business (SLEB) program as further described in the documents attached in **Exhibit “B”**.

**O. County’s ECOP Program.** Any Firm selected to perform Construction Phase Services must comply with the County’s Enhanced Construction Outreach Program (ECOP) as further described in **Document 00 22 19 (Supplementary Instructions to CMR- Enhanced Construction Outreach Program)**.

**P. County’s Project Stabilization / Community Benefit Agreement (PSCBA).** Any Firm selected to perform Construction Phase Services must comply with the County’s current PSCBA that the County has entered into with the Building & Construction Trades Council of Alameda County.  
The PSCBA and associated requirements are attached in **Document 00 73 49**.

**Q. Burma Contracting.** It is County policy to minimize the expenditure of County funds on goods and services produced by any entity which buys, sell, leases or distributes commodities and/or professional services to (1) the government of Burma; or (2) any entity organized under the laws of Burma; or (3) any entity which does business with any private or public entity located in Burma, or conducts operations in Burma. Firms are required to comply with the policy in making purchases and subcontracts. (ref. Alameda County, Cal., Adm.Code tit.4, §4.32.050(B),(F)).

**R. CMR’s Subcontractors.**

1. A successful Firm must also provide public notice of the availability of the work to be subcontracted in accordance with the publication requirements applicable to the competitive bidding process of the County (Public Contract Code §20146 (c) (1)). At a minimum, the County’s formal bidding requirements are as stated in Public Contract Code section 20125, which states:

“... cause an advertisement for bids for the performance of the work to be published pursuant to Section 6062 of the Government Code in a daily



newspaper, or pursuant to Section 6066 of the Government Code in a weekly newspaper, of general circulation published in the county. If there is no such newspaper published in the county, the notice shall be given by posting in three public places for at least two weeks.”

2. All subcontractors bidding on the Project shall be afforded the protections of the Subletting and Subcontracting Fair Practices Act (Cal. Public Contract Code §§4100 et seq.).

## **II. SUBMITTAL OF SOQS**

- A. All SOQs must be **sealed** and received at the time, date, and location indicated in the Calendar of Events. Any SOQ received after that stated time and/or date or at a place other than the stated address cannot be considered and will be returned to the Firm unopened.

**AS PART OF ITS SOQ, FIRM MUST SUBMIT ITS PRECONSTRUCTION FEES AND PRELIMINARY PROPOSAL IN A SEPARATE SEALED ENVELOPE – SEE THE “PROFESSIONAL FEES AND PRELIMINARY PROPOSAL” SECTION BELOW FOR DETAILS.**

- B. If hand delivering an SOQ, please allow time for metered street parking or parking in the area’s public parking lots and entry into the secure building.
- C. The GSA Procurement and/or TSD’s timestamp shall be the official timepiece for the purpose of establishing the actual receipt of SOQs.
- D. Firm's name and return address must also appear on the mailing package.
- E. No electronically transmitted, e-mailed, or facsimile SOQs will be considered.
- F. By submission of its SOQ, Firm agrees and acknowledges all RFQ specifications, terms and conditions, and indicates ability to perform.
- G. Only one (1) SOQ response will be accepted from any one person, partnership, corporation, or other entity; however, several alternatives may be included in one SOQ.
- H. It is the responsibility of the Firms to clearly identify information in their SOQ responses that they consider to be confidential under the California Public Records Act. For more information, see: <http://www.acgov.org/gsa/departments/purchasing/policy/proprietary.htm>

### **III. SOQ FORMAT**

- A.** SOQ responses are to be straightforward, clear, concise, and specific to the information requested. Submit, in 8-1/2 x 11 format, one (1) original plus four (4) copies of the SOQ, plus a copy shall be submitted on a read-only CD or solid-state memory device in “PDF” format.
- B.** Original SOQ is to be clearly marked, printed on plain white paper, and must be in a 3-ring binder (NOT bound).
- C.** It is preferred that all SOQs submitted shall be printed double-sided and on a minimum of 30% post-consumer recycled content paper. Inability to comply with this recommendation will have no impact on the evaluation and scoring of the SOQ.
- D.** Submittals shall contain only material directly related to the Firm’s response to requirements, not general marketing materials. Firms must organize information under tabs in the same order delineated below under “Response Content.”
- E.** In order for its SOQ to be considered complete, Firm must provide all information requested.

#### IV. SOQ CONTENT

- A. Letter of Interest.** A dated Letter of Interest must be submitted that includes the legal name of the Firm, address, telephone and fax numbers, and the name, title, and signature of the person(s) authorized to submit the SOQ on behalf of the Firm. The Letter of Interest should provide a brief statement of Firm's experience and indicate the unique background and qualities of the Firm, its personnel, and its sub-consultants, and what will make the Firm a good fit for work in the County.
- B. Table of Contents.** A table of contents of the material contained in the SOQ should follow the Letter of Interest.
- C. Executive Summary.** The executive summary should contain an outline of Firm's construction management approach along with a brief summary of Firm's qualifications. Not to exceed one (1) page.
- D. Firm Philosophy.** Describe Firm's philosophy and how Firm intends to work with the County's administration officials including project managers, facilities directors, and site personnel to perform the Services and to develop techniques and responses related to the unique challenges of County's program requirements. Not to exceed two (2) pages.
- E. Form of CMR Contract.** Attached hereto as **Exhibit "H"** is a form of Contract for Preconstruction and Construction Services ("CMR Contract"), including the indemnification provision that the County includes in its CMR Contract. Firm must provide any proposed revisions, if any, to County's form of CMR Contract in its response. **PLEASE NOTE: The County will not consider any substantive changes to the form of CMR Contract if those revisions are not submitted with Firm's response to this RFQ.** The County reserves the right to revise the form of CMR Contract, at its sole discretion.
- F. County Forms and Certifications.** See **Exhibit B**.
- G. CMR Construction Qualifications Questionnaire.** As stated herein, the County's selection shall be based on all criteria for all phases of the Project.
1. To assist the County in its evaluation of Firm's ability to perform the Services, Firm must fully complete and submit the CMR Construction Qualifications Questionnaire, attached hereto as **Exhibit "A"** ("Questionnaire").
  2. Note that the Questionnaire requires Firm to submit financial statement(s) in a separate sealed envelope.
  3. As with all responses in the SOQ, Firm's Questionnaire shall be deemed nonresponsive if, without limitation, Firm's Questionnaire is not returned on time, does not provide all requested information, is not signed under penalty of perjury by an individual who has the authority to bind Firm, is not updated as required or is misleading or inaccurate in any material manner (e.g., financial resources are overstated; previous violations of law are not accurately reported, etc.).
- H. RFQ Questions**

1. **Preconstruction Services.** For any project listed in the Questionnaire, indicate for which of those projects Firm also provided all or some of the Preconstruction Phase Services. Provide detailed information, qualifications and past experience demonstrating Firm's expertise to provide the Preconstruction Phase Services.
2. **CMR Projects.** For any project listed in the Questionnaire, indicate for which of those project(s) Firm were delivered using a CMR process. Provide detailed information, qualifications and past experience demonstrating Firm's expertise using this method.
3. **Value Engineering.** For any project listed in the Questionnaire, indicate for which of those projects Firm also provided any value engineering directed at analyzing designed building features, systems, equipment, and material selections for the purpose of achieving essential functions at the lowest life cycle cost consistent with required performance, quality, reliability, and safety.
4. **Personnel/Subconsultants.** Include resumes of Firm's key personnel and Firm's subconsultants' key personnel (collectively "Key Personnel") who would be performing Services for the County.
  - a) Specifically define the role of each Key Personnel and outline his or her individual experience and responsibilities.
  - b) Indicate all Key Personnel who will serve as primary contact(s) for the County.
  - c) Indicate Firm's and the Key Personnel's availability to provide the Services.
  - d) Distinguish the Key Personnel used in each of the Project's two phases, the Preconstruction Phase and the Construction Phase.
  - e) Resumes of Key Personnel shall show relevant experience for the Project's scope as well as the length of employment with Firm.
  - f) Describe how Firm's team and Key Personnel will work with the County and GSA staff.
  - g) Indicate where the project managers and Key Personnel for each firm on Firm's team will be physically located.
5. **Budget.** Describe how Firm intends to assist County in meeting established project budgets and in prioritizing project construction to meet budgets.
6. **Schedule.** Discuss Firm's ability to meet construction schedules for comparable projects, Firm's schedule preparation and management procedures, and how Firm has successfully handled potential delays both for the contract documents and for field changes.

7. **Political Environment.** Describe Firm's experience managing projects within political environments including facilitation of community involvement in the construction process.
8. **Small Local Emerging Business Program (SLEB).** Describe how Firm will comply with the County's SLEB Program during the Preconstruction Phase, with particular reference to any mentoring or capacity developing strategies represented by partnering with local Alameda County firms.
9. **Enhanced Construction Outreach Program (ECOP).** Describe Firm's strategies to meet or exceed the goals of the ECOP Program during the Construction Phase.
10. **Elation.** Describe Firm's prior experience with Elation Systems (or similar contract compliance management systems).
11. **First Source.** Acknowledge and describe Firm's strategies in meeting the County's First Source Programs.
12. **Environmental.** Describe Firm's efforts to perform all Services in an environmentally responsible manner.
13. **Firm Education.** Indicate ongoing commitment to professional education of staff, total number of permanent employees, and any other data that may assist the County in understanding Firm's qualifications and expertise.
14. **Conflict of Interest.** If applicable, provide a statement of any recent, current, or anticipated contractual obligations that relate to similar work that may have a potential to conflict with Firm providing the Services to the County.
15. **Additional Information.** Provide any additional helpful information, options or features related to Firm's program or its services that will assist in the County's evaluation and selection process.

**I. Professional Fees and Preliminary Proposal.**  
**PROVIDE THE FOLLOWING INFORMATION IN A SEPARATE SEALED ENVELOPE AS PART OF FIRM'S SOQ:**

1. **Preconstruction Phase Services:** State what Firm will charge to provide the Preconstruction Phase Services as identified in **Section 2 of Exhibit "A" (Scope of Services for "Preconstruction Services Phase") of the CMR Contract**, based on either identified hourly fees or for specific sums for identified tasks. Provide a total charge for the Preconstruction Phase Services based on anticipated hours work, etc.
  
2. **Preliminary Construction Services Proposal.** Firm shall provide a preliminary proposal to perform the Construction Phase Services for the Project, by providing Firm's charge to the County for the following items. The County understands that some of these amounts may change based on Firm's more detailed analysis of the Project.
  - a) **General Conditions:** Utilizing the following table, provide as a **full Project lump sum amount**, Firm's total charge for its General Conditions in its performance of the Work of the Project.

<b>Total of CMR's General Conditions in its performance of the Work</b> , which is the sum of all items detailed below.	\$ _____
Labor Costs	\$ _____
Materials	\$ _____
Equipment	\$ _____
Temporary Facilities	\$ _____
Insurance (non-OCIP)	\$ _____
Bonds, <u>not</u> including Subcontractor bond or subcontractor default insurance costs.	\$ _____
[Other] _____	\$ _____
[Other] _____	\$ _____

- (1) Do **not** list the General Conditions as a percentage of Project costs.
  
- (2) Firm must provide its total cost for **all** of the items indicated as "CMR's General Conditions in its Performance of the Work" in the CMR's General Conditions Table above.

(3) As additional information, Firm can indicate if it intends to have subcontractor(s) be responsible for some of the General Conditions items as part of the “Direct Cost of Work,” or if Firm intends to include additional items as General Conditions. This additional information does not change Firm’s requirement to provide its General Conditions exactly as indicated in the CMR’s General Conditions Table based on the “CMR’s General Conditions in its Performance of the Work.”

- b) **Mark-up on Subcontractor Work:** Provide as a percentage of the amount for which the mark-up applies. Firm shall provide a breakdown of the mark-up or any information that will assist the County’s evaluation of this proposed item. Firm shall not increase the proposed mark-up provided in its SOQ. If selected by the County, Firm’s proposed mark-up set forth in its SOQ shall be used **as a set, lump sum amount** in its Contract with the County for the Project and will not be increased.
- c) **Mark-up on Direct Costs for Self-Performed Work:** Provide as a percentage of the amount for which the mark-up applies. Firm shall provide a breakdown of the mark-up or any information that will assist the County’s evaluation of this proposed item. Firm shall not increase the proposed mark-up provided in its SOQ. If selected by the County, Firm’s proposed mark-up set forth in its SOQ shall be used **as a set, lump sum amount** in its Contract with the County for the Project and will not be increased.
- d) **Fee:** If Firm intends to charge a fee, overhead, profit, or similar charge in addition to the “mark-ups” indicated above, please state what that charge is as a percentage of the amount for which the mark-up applies. Firm shall not increase the proposed fee provided in its SOQ. If selected by the County, Firm’s proposed fee set forth in its SOQ shall be used **as a set, lump sum amount** in its Contract with the County for the Project and will not be increased.
- e) **Other Costs:** Any other costs, fees, or charges Firm intends to charge the County to perform the Work of the Project. Firm shall not increase the proposed costs provided in its SOQ. If selected by the County, Firm’s proposed costs set forth in its SOQ shall be used in its Contract with the County for the Project.

**3. The County will use the Fee for Preconstruction Phase Services and the Preliminary Construction Services Proposal in Step 4 of the County’s Evaluation Process to determine the Best Value Score. See Exhibit D for detailed breakdown.**

**J. Exhibits/Attachments.** Firm shall include in its submittal completed and signed documentation for all listed Exhibits, including any attachments required by the Exhibits. Any material deviation from these requirements may be cause for rejection of the SOQ, as determined in the County’s sole discretion. The County policies, rules, and regulations included with or referenced by this RFQ are subject to change and may be amended from time to time. Firms will be subject to and comply with the most recent version of the



applicable County policies, rules, and regulations then existing, unless otherwise indicated, at the issuance of any request for proposals from qualifying Firms.

## V. COUNTY EVALUATION PROCESS.

All SOQs will be evaluated by a County Selection Committee in accordance with County's Evaluation Process and Evaluation Criteria, attached hereto as **Exhibit "D."** The County's Evaluation Process and Evaluation Criteria shall take into consideration both the qualification of Firm, as demonstrated by Evaluation Criteria, and by the cost proposed to provide the Services.

**A. Explanation of Scoring Framework.** Through this RFQ, the County shall utilize a best value method to select one Firm to provide the Services. The selection shall be based on all criteria for all phases of the Project. The County Selection Committee shall evaluate Firms' SOQs as fully set forth in the County's Evaluation Process and Evaluation Criteria, attached hereto. That process, which is described in detail in **Exhibit "D,"** is generally as follows:

**Step 1 – Scoring of SOQ Responses and Responses to Questionnaire.** County evaluates and scores Firms' SOQs, including the required RFQ Questions described herein and the Qualification Questionnaire attached hereto. Firms that meet or exceed the minimum qualification points required at the conclusion of Step 1 will move onto Step 2 – References.

**Step 2 – References.** County contacts and scores only the references of Firms that have met or exceeded the minimum total qualification points required at the conclusion of Step 1. Firms that meet or exceed the minimum qualification points required at the conclusion of Step 2, *which combines Firm's Step 1 and Step 2 scores*, will move onto Step 3 – Interview.

**Step 3 – Interview Scoring.** County interviews only Firms that have met or exceeded the minimum total qualification points required at the conclusion of Step 2 (the combined scores of Step 1 and Step 2). For Step 3, qualification points earned by Firms in Step 1 and Step 2 will be set aside and the qualification points of each Firm that makes it to Step 3 will be "reset" moving into Step 3.

**Step 4 – Determination of Best Value Score.** County determines Firms' Best Value Score by dividing the Firm's Total Proposed Cost by the Firm's total qualification points at the conclusion of the Step 3 Interview. Each Firm's Best Value Score will be compared to the other Firms completing Step 3 and the County will select the Firm, if it selects any Firm, with the *lowest* Best Value Score. All Firms invited to interview with the County will be notified of the results of Step 4 Scoring Results.

**B.** If the County and a successful Firm are unable to agree on the terms of the CMR Contract, the County may request proposals and pricing from other Firm(s) that respond to this RFQ. The County does not intend to open a new request for qualification process for the Project(s), but reserves the right to do so, at its sole discretion.

## VI. REJECTION OF SOQs.

The County may reject any or all SOQs and may or may not waive an immaterial deviation or defect in an SOQ. The County's waiver of an immaterial deviation or defect shall in no way modify the RFQ or excuse a Firm from full compliance with the RFQ. The County reserves the right to accept or reject any or all of the items in an SOQ, and to award the contract in whole or in part.

## VII. OTHER COUNTY REQUIREMENTS

**A. Small/Local Business Participation.** The County is vitally interested in promoting the growth of small and emerging local businesses by means of increasing the participation of these businesses in the County's purchase of goods and services. As a result of the County's commitment to advance the economic opportunities of these businesses, Firms must meet the County Small Local and Emerging Business (SLEB) Program.

### 1. **Elation.**

- a) Alameda County utilizes the Elation Systems contract compliance application as part of its commitment to assist contractors to conveniently comply with legal and contractual requirements. Elation Systems, a secure web-based system, was implemented to monitor compliance and to track and report SLEB participation in County contracts.
- b) The prime contractor and all participating local and SLEB subcontractors awarded contracts are required to use Elation Systems to submit SLEB Program information including, but not limited to, monthly progress payment reports and other information related to SLEB participation. Use of Elation Systems, support, and training is available at no charge to prime contractors and subcontractors participating in County contracts.
- c) Upon contract award, the County will provide contractors and subcontractors a code that will allow them to register and use Elation Systems free of charge.
- d) It is the contractor's responsibility to ensure that they and their subcontractors are registered and trained, as required, to utilize Elation Systems.

**B. First Source Program.** The County is vitally interested in supporting our Alameda County employed and underemployed residents. Contractors awarded contracts for goods and services for \$100,000 or more as a result of this RFQ are required to agree to this program. For more details, visit: <http://acgov.org/auditor/sleb/sourceprogram.htm>.

**C. Environmentally Friendly Packaging.** The County is an environmentally-responsible employer and seeks all practical opportunities for waste reduction and recycling. The County, therefore, encourages its contractors to reduce waste volume and toxicity by using environmentally-friendly packaging material whenever possible. Options may include backhauling product packaging to the supplier for reuse or recycling, shipping in bulk or reduced packaging, using soy bean-based inks for packaging printing, using recycled product

packaging, or using recyclable or reusable packaging material. The County encourages all contractors for goods and services to adhere to these principles where practicable.

- D. Amended County Policies.** Any and all County policies, rules, and regulations included with or referenced by this RFQ are subject to change and may be amended from time to time. Firms will be subject to and shall comply with the most recent version of all applicable County policies, rules, and regulations then existing, unless otherwise indicated, at the issuance of any request for proposals from qualifying Firms.
- E. Protest / Appeals Process.** Attached hereto as **Exhibit “F”** is a copy of the County’s “SOQ Protest / Appeals Process” that applies to this RFQ. All Firms that seek to file an appeal or a protest must follow this process.

**EXHIBIT "A" – CMR CONSTRUCTION QUALIFICATIONS QUESTIONNAIRE**

**COUNTY OF ALAMEDA**

**GSA PROJECT #13023**

<b>CMR (OR "FIRM") INFORMATION</b>		
CMR's company name:		
Address:		
Telephone:		
Mobile telephone:		
E-mail:		
Years in business under current company name:		
Years at the above address:		
Types of work performed with own forces:		
Gross revenue of the Firm for the past three (3) years:		
\$	\$	\$
<p><i>Submit in a separate sealed envelope an audited or reviewed financial statement for the past two (2) full fiscal years. A letter verifying availability of a line of credit may also be attached; however, it will be considered as supplemental information only, and is not a substitute for the required financial statement.</i></p>		
Name of license holder exactly as on file with the California State License Board:		
License classification(s):		
License Number(s):		
License expiration date(s):		
DIR Registration Number:		
Responsible Managing Officer (RMO) or Employee (RME) for CMR:		
Number of years license holder has held the listed license(s):		
Number of years CMR has done business in California under contractor's license law:		
Number of years CMR has done business in California under CMR's <b>current</b> license number:		
Has your Firm changed name(s) or license number(s) in the past five (5) years? ( Y / N ). If "yes", explain on a separate signed sheet, including the reason for the change.		
Has there been any change in ownership of the Firm at any time in the past five (5) years? <b>NOTE:</b> A corporation whose shares are publicly traded is not required to answer this question. ( Y / N ). If "yes", explain on a separate signed sheet, including the reason for the change.		

Is the Firm a subsidiary, parent, holding company, or affiliate of another construction firm? **NOTE:** Include information about other firms if one firm owns ten percent (10%) or more of another, or if an owner, partner, or officer of your Firm holds a similar position in another firm. ( Y / N ). If “yes”, explain on a separate signed sheet, the name of the related company(ies) and the percent ownership.

Indicate the form of CMR’s firm (type of business entity):

- \_\_\_ Individual
- \_\_\_ Sole Proprietorship
- \_\_\_ Partnership
- \_\_\_ Limited Partnership
- \_\_\_ Corporation, State: \_\_\_\_\_
- \_\_\_ Limited Liability Company
- \_\_\_ Joint Venture
- \_\_\_ Other: \_\_\_\_\_

List the following for each corporation officer, general partner, limited partner, owner, etc. (as applicable) for the CMR’s type of entity. For joint ventures, include this information for each entity in the joint venture and the percent ownership of each joint venture. Attach all additional information on separate signed sheets as needed.

Name	Position	Years with Co.	% Ownership

Identify every construction firm, contractor and/or construction management firm that the CMR or any person listed above has been associated with (as officer, general partner, limited partner, owner, RMO, RME etc.) at any time during the ***past five (5) years*** (“Associated Firm”). Include all additional references and/or information on separate signed sheets. **NOTE:** For this question, “owner” and “partner” refers to ownership of ten percent (10%) or more of the business, or ten percent (10%) or more of its stock if the business is a corporation. include all additional information on separate signed sheets as needed.

<b>Name of Person at Associated Firm</b>	<b>Name of Associated Firm</b>	<b>CMR's License No. of Associated Firm</b>	<b>Dates of Person's Participation with Associated Firm</b>

**CMR'S BONDING COMPANY (SURETY) INFORMATION**

Name(s) & address(es) of bonding company(ies) your Firm has utilized over the past five (5) years (not broker or agency):


Number of years CMR has been with those bonding companies/sureties:

--	--	--

Name of broker/agent:

Address of broker/agent:

Telephone number of broker/agent:

E-mail of broker/agent:

CMR's total current bonding capacity: \$

**CMR'S INSURANCE INFORMATION**

Name(s) & address(es) of insurance company(ies) your Firm has utilized over the past five (5) years (not broker or agency):


"Best" rating(s) for those insurance companies:

--	--	--

Number of years CMR has been with those insurance companies:

--	--	--

Name of broker/agent:

Address of broker/agent:

Telephone number of broker/agent:

E-mail of broker/agent:

CMR's current insurance limits for the following types of coverage:

Commercial General Liability	Combined Single Limit (per occurrence)	\$
	Combined Single Limit (aggregate)	\$
Product Liability & Completed Operations	(aggregate)	\$
	(per occurrence)	\$
Automobile Liability – Any Auto	Combined Single Limit (aggregate)	\$

Automobile Liability – Any Auto	Combined Single Limit (per occurrence)	\$
Employers’ Liability		\$
Builder’s Risk (Course of Construction)		
Professional Liability (Errors and Omissions)	(aggregate)	\$
	(per occurrence/per claim)	\$

Workers’ Compensation Experience Modification Rate for the past five (5) premium years:		
(1) Current year:	(2)	(3)
	(4)	(5)



**PASS/FAIL QUESTIONS**

1.	<p>Has your Firm contracted for and completed construction of a minimum of:</p> <ul style="list-style-type: none"> <li>• <b>Three (3)</b> public entity or private entity construction projects (One of these projects must be with a public entity), and</li> <li>• Each with a value of at least <b>\$3,000,000</b> (One of these projects must be over <b>\$10,000,000</b>), and</li> <li>• All within the past <b>five (5) years</b>?</li> </ul> <p align="right">(Please circle one - Yes or No)</p> <p><b>NOTE:</b> You <b>must</b> list these projects in the “CMR Project References” Section.</p>	<p align="center"><u>YES</u>   <u>NO</u></p> <p>NO = cannot qualify</p>
2.	<p>Does your Firm currently have a Commercial General Liability insurance at the following minimum limits: At least \$2 million Combined Single Limit (per occurrence) and \$5 million Combined Single Limit (aggregate)?</p> <p align="right">(Please circle one)</p>	<p align="center"><u>YES</u>   <u>NO</u></p> <p>NO = cannot qualify</p>
3.	<p>Does your Firm currently have a Workers’ Compensation Insurance policy as required by California law?</p> <p align="right">(Please circle one)</p>	<p align="center"><u>YES</u>   <u>NO</u></p> <p>NO = cannot qualify</p>
4.	<p>Does your Firm currently hold all contractors’ license(s) necessary to perform the work and have those license(s) been consistently active for at least five (5) years without revocation or suspension?</p> <p align="right">(Please circle one)</p>	<p align="center"><u>YES</u>   <u>NO</u></p> <p>NO = cannot qualify</p>
5.	<p>Has your Firm or an Associated Firm been found non-responsible, debarred, disqualified, forbidden, or otherwise prohibited from performing work and/or bidding on work for any public agency within California within the past five (5) years?</p> <p align="right">(Please circle one)</p> <p>The County’s debarment policy is located here: (<a href="http://www.acgov.org/gsa/departments/purchasing/policy/debar.htm">http://www.acgov.org/gsa/departments/purchasing/policy/debar.htm</a>)</p>	<p align="center"><u>YES</u>   <u>NO</u></p> <p>YES = cannot qualify</p>
6.	<p>Has your Firm or an Associated Firm defaulted on a contract or been terminated for cause by any public agency on any project within California within the past five (5) years and, if so and if challenged, has that default or termination been upheld by a court or an arbitrator?</p> <p align="right">(Please circle one)</p>	<p align="center"><u>YES</u>   <u>NO</u></p> <p>YES = cannot qualify</p>
7.	<p>Has your Firm or an Associated Firm or any of their owners or officers been convicted of a crime under federal, state, or local law involving:</p> <ul style="list-style-type: none"> <li>(1) Bidding for, awarding of, or performance of a contract with a public entity;</li> <li>(2) Making a false claim(s) to any public entity; or</li> <li>(3) Fraud, theft, or other act of dishonesty</li> </ul> <p>to any contracting party within the past <b>ten (10) years</b>? (Please circle one)</p>	<p align="center"><u>YES</u>   <u>NO</u></p> <p>YES = cannot qualify</p>
8.	<p>Has a performance bond surety for your Firm or a performance bond surety for an Associated Firm had to:</p> <ul style="list-style-type: none"> <li>(1) Take over or complete a project,</li> <li>(2) Supervise the work of a project, or</li> <li>(3) Pay amounts to third parties,</li> </ul> <p>related to construction activities of your Firm or an Associated Firm within the past five (5) years? (Please circle one)</p>	<p align="center"><u>YES</u>   <u>NO</u></p> <p>YES = cannot qualify</p>



**If you answered:**  
**“NO” to questions 1-3 or**  
**“YES” to questions 4-8, then STOP.**  
**You are not eligible for qualification at this time.**

<b>EVALUATED QUESTIONS</b>	
<p>1. Has your Firm paid liquidated damages pursuant to a contract for a project with either a public or private owner within the past five (5) years? (Please circle one)</p> <p style="text-align: center;">If YES, explain and indicate on separate signed sheet(s) the project name(s), damages(s), and date(s).</p>	<p><u>YES</u> <u>NO</u></p>
<p>2. Has your Firm paid a premium of more than one percent (1%) for a performance and payment bond on any project(s) within the past five (5) years? (Please circle one)</p> <p style="text-align: center;">If YES, explain and indicate on separate signed sheet(s) the project name(s), the premium amount(s), and date(s).</p>	<p><u>YES</u> <u>NO</u></p>
<p>3. Has any insurer had to pay amounts to third parties that were in any way related to construction activities of your Firm within the past five (5) years? (Please circle one)</p> <p style="text-align: center;">If YES, explain and indicate on separate signed sheet(s) the project name(s), the amount(s) paid, and date(s).</p>	<p><u>YES</u> <u>NO</u></p>
<p>4. Has any insurer, for any form of insurance, refused to renew the insurance policy for your Firm within the past five (5) years?</p> <p style="text-align: center;">If YES, explain and indicate on separate signed sheet(s) the form of insurance and the year and basis of the refusal.</p>	<p><u>YES</u> <u>NO</u></p>
<p>5. Has your Firm's Workers' Compensation Experience Modification Rate exceeded 1.0 at any time for the past five (5) premium years? (Please circle one)</p> <p style="text-align: center;">If YES, explain and indicate on separate signed sheet(s) the EMR(s) and the applicable date(s).</p>	<p><u>YES</u> <u>NO</u></p>
<p>6. Has there been a period when your Firm had employees but was without workers' compensation insurance or state-approved self-insurance within the past five (5) years? (Please circle one)</p> <p style="text-align: center;">If YES, explain and indicate on separate signed sheet(s) the reason(s) for not having this insurance and the applicable date(s).</p>	<p><u>YES</u> <u>NO</u></p>
<p>7. Has your Firm declared bankruptcy or been placed in receivership within the past five (5) years?</p> <p style="text-align: center;">(Please circle one)</p> <p style="text-align: center;">If YES, explain and indicate on separate signed sheet(s) the type of bankruptcy, the Firm's current recovery plan, and the applicable date(s).</p>	<p><u>YES</u> <u>NO</u></p>
<p>8. Has your Firm been denied bond coverage by a surety company, or has there been a period of time when your Firm had no surety bond in place during a public construction project when one was required within the past five (5) years? (Please circle one)</p> <p style="text-align: center;">If YES, provide details on a separate signed sheet indicating the date(s) when your Firm was denied coverage and the name of the company or companies which denied coverage; and the period(s) during which you had no surety bond in place.</p>	<p><u>YES</u> <u>NO</u></p>
<p>9. Has a project owner, general contractor, architect, or construction manager filed claim(s) in an amount exceeding \$50,000 against your Firm, or has your Firm filed</p>	<p><u>YES</u> <u>NO</u></p>

	<p>claim(s) in an amount exceeding \$50,000 against a project owner, general contractor, architect, or construction manager in the past five (5) years? (Please circle one)</p> <p>If YES, explain and indicate on separate signed sheet(s) the project name(s), claim(s) and the date(s) of claim(s).</p>	
10.	<p>Has your Firm or an Associated Firm been cited and/or assessed any penalties for non-compliance with state and/or federal laws and/or regulations, including public bidding requirements and Labor Code violations, within the past five (5) years? (Please circle one)</p> <p>If YES, indicate on separate signed sheet(s) the project name(s), violation(s), and date(s) of citation(s) and/or assessment(s).</p>	<p><u>YES</u> <u>NO</u></p>
11.	<p>Has your Firm been cited and/or assessed penalties by the Environmental Protection Agency, any air quality management district, any regional water quality control board, or any other environmental agency within the past five (5) years? (Please circle one)</p> <p>If YES, indicate on separate signed sheet(s) the project name(s), violation(s), and date(s) of citation.</p>	<p><u>YES</u> <u>NO</u></p>
12.	<p>Has CAL OSHA and/or federal Occupational Safety and Health Administration cited and assessed penalties against your Firm, including any “serious,” “willful” or “repeat” violations of safety or health regulations within the past five (5) years? (Please circle one)</p> <p>If YES, indicate on separate signed sheet(s) the project name(s), violation(s), and date(s) of citation. If the citation was appealed and a decision has been issued, state the case number and the date of the decision.</p>	<p><u>YES</u> <u>NO</u></p>
13.	<p>Has your Firm been cited for violations of the Contractor’s State License Law (Business and Professions Code § 7000 et seq.), excluding alleged violations of federal or state law including the payment of wages, benefits, apprenticeship requirements, or personal income tax withholding, within the past five (5) years? (Please circle one)</p> <p>If YES, indicate on separate signed sheet(s) the name and owner of the project(s), the nature of the violation(s), and the date(s) of the citation(s).</p>	<p><u>YES</u> <u>NO</u></p>
14.	<p>Has your Firm been required to pay either back wages or penalties for its failure to comply with California’s prevailing wage laws, with California’s apprenticeship laws or regulations, or with federal Davis-Bacon prevailing wage laws within the past five (5) years? (Please circle one)</p> <p>If YES, indicate on separate signed sheet(s) the project name(s), the nature of the violation(s), the name and owner of the project(s), the number of employees who were initially underpaid and the amount of back wages and penalties that your Firm was required to pay.</p>	<p><u>YES</u> <u>NO</u></p>
15.	<p>Does your Firm have a written Quality Assurance/Quality Control (“QA/QC”) program? (Please circle one)</p>	<p><u>YES</u> <u>NO</u></p>

	If YES, indicate on separate signed sheet(s) a description of your Firm's QA/QC program.	
16.	Does your Firm require <b>weekly</b> , documented safety meetings to be held for construction employees and field supervisors during the course of a project? (Please circle one)	<u>YES</u> <u>NO</u>
17.	Does your Firm have a written Injury and Illness Prevention Program ("IIPP") that complies with California Code of Regulations, Title 8, sections 1509 and 3203? (Please circle one)	<u>YES</u> <u>NO</u>
18.	Provide in the space below the name, address and telephone number of the apprenticeship program (approved by the California Apprenticeship Council) from whom you intend to request the dispatch of apprentices to your Firm for use on any public work project for which you are awarded a contract by the County.	
	Name:	
	Address:	
	Telephone:	

**CMR PROJECT REFERENCES**

List **ALL** projects in which your Firm has participated as a prime contractor or first-tier subcontractor during the past **five (5) years** with a firm contract value of more than **\$3,000,000**.

- You may limit your response to the **eight (8)** most-recently completed projects.
- Include all information indicated below on separate signed sheets as necessary, and explain or clarify any response as necessary.
- Describe any value engineering performed on the listed projects directed at analyzing designed building features, systems, equipment, and material selections for the purpose of achieving essential functions at the lowest life cycle cost consistent with required performance, quality, reliability, and safety.
- If your Firm advances to Step 3 of the Evaluation Process, **three (3)** of these References will be contacted. See Exhibit “D” (County Evaluation Process for Request for Qualifications for CMR Services) for more detail.

Project Name/Identification:

Project address/location:

Project owner, contact person, and telephone:

Project architect name and telephone number:

If Firm was a subcontractor on the project, name of general contractor and telephone number:

Scope of work:

Original completion date:

Date completed:

Initial contract value (as of time of bid award):

Final contract value:

Did the project include preconstruction services?

**CERTIFICATION**

I certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct:

Date: \_\_\_\_\_

Proper Name of Firm: \_\_\_\_\_

Signature: \_\_\_\_\_

By: \_\_\_\_\_ (Print Name)

Title: \_\_\_\_\_

**EXHIBIT “B” – FORMS AND CERTIFICATIONS REQUIRED TO BE SUBMITTED WITH SOQ**

**COUNTY OF ALAMEDA**

**GSA PROJECT #13023  
Multi-disciplinary On-Call Professional Services**

To: The County of Alameda

From: \_\_\_\_\_  
(Official Name of Consultant)

- **CONSULTANTS ARE TO SUBMIT ONE (1) ORIGINAL HARDCOPY RESPONSE (EXHIBIT A – CONSULTANT RESPONSE PACKET), INCLUDING ADDITIONAL REQUIRED DOCUMENTATION), WITH ORIGINAL INK SIGNATURES, PLUS FOUR (4) COPIES AND ONE (1) ELECTRONIC COPY OF THE BID IN PDF (with OCR preferred)**
- **ALL PAGES OF THE CONSULTANT RESPONSE PACKET (EXHIBIT A) MUST BE SUBMITTED IN TOTAL WITH ALL REQUIRED DOCUMENTS ATTACHED THERETO; ALL INFORMATION REQUESTED MUST BE SUPPLIED; ANY PAGES OF EXHIBIT A (OR ITEMS THEREIN) NOT APPLICABLE TO THE PROPOSER MUST STILL BE SUBMITTED AS PART OF A COMPLETE PROPOSAL RESPONSE, WITH SUCH PAGES OR ITEMS CLEARLY MARKED “N/A”**
- **CONSULTANTS SHALL NOT SUBMIT TO THE COUNTY A RE-TYPED, WORD-PROCESSED, OR OTHERWISE RECREATED VERSION OF EXHIBIT A – PROPOSAL RESPONSE PACKET OR ANY OTHER COUNTY-PROVIDED DOCUMENT**
- **ALL PRICES AND NOTATIONS MUST BE PRINTED IN INK OR TYPEWRITTEN; NO ERASURES ARE PERMITTED; ERRORS MAY BE CROSSED OUT AND CORRECTIONS PRINTED IN INK OR TYPEWRITTEN ADJACENT, AND MUST BE INITIALED IN INK BY PERSON SIGNING BID**
- **CONSULTANTS THAT DO NOT COMPLY WITH THE REQUIREMENTS, AND/OR SUBMIT INCOMPLETE PROPOSAL PACKAGES, SHALL BE SUBJECT TO DISQUALIFICATION AND THEIR PROPOSALS REJECTED IN TOTAL**
- **IF CONSULTANTS ARE MAKING ANY CLARIFICATIONS AND/OR AMENDMENTS, OR TAKING EXCEPTION TO POLICIES OR SPECIFICATIONS OF THIS RFQ, INCLUDING THOSE TO THE COUNTY SLEB POLICY, THESE MUST BE SUBMITTED IN THE EXCEPTIONS, CLARIFICATIONS, AMENDMENTS SECTION OF THIS EXHIBIT G – PROPOSAL RESPONSE PACKET IN ORDER FOR THE PROPOSAL RESPONSE TO BE CONSIDERED COMPLETE**

## PROPOSER INFORMATION AND ACCEPTANCE

1. The undersigned declares that the RFQ Documents, including, without limitation, the RFQ, Addenda, and Exhibits have been read.
2. The undersigned is authorized, offers, and agrees to furnish the articles and/or services specified in accordance with the Specifications, Terms & Conditions of the Proposal Documents of **RFQ GSA Project #13023 / Cherryland Community Center – CMR Services.**
3. The undersigned has reviewed the RFQ and fully understands the requirements in this RFQ including, but not limited to, the requirements under the County Provisions, and that each Consultant who is awarded a contract shall be, in fact, a prime Consultant, not a subconsultant, to County, and agrees that its Response, if accepted by County, will be the basis for the Consultant to enter into a contract with County in accordance with the intent of the RFQ.
4. The undersigned has reviewed and acknowledges the County’s Small Local Emerging Business Program (SLEB) and will commit to satisfying the SLEB program requirements.
5. The undersigned acknowledges receipt and acceptance of all addenda.
6. The undersigned agrees to the following terms, conditions, certifications, and requirements found on the County’s website:
  - **[Bid Protests / Appeals Process](http://www.acgov.org/gsa/departments/purchasing/policy/bidappeal.htm)**  
[<http://www.acgov.org/gsa/departments/purchasing/policy/bidappeal.htm>]
  - **[Debarment / Suspension Policy](http://www.acgov.org/gsa/departments/purchasing/policy/debar.htm)**  
[<http://www.acgov.org/gsa/departments/purchasing/policy/debar.htm>]
  - **[Iran Contracting Act \(ICA\) of 2010](http://www.acgov.org/gsa/departments/purchasing/policy/ica.htm)**  
[<http://www.acgov.org/gsa/departments/purchasing/policy/ica.htm>]
  - **[General Environmental Requirements](http://www.acgov.org/gsa/departments/purchasing/policy/enviro.htm)**  
[<http://www.acgov.org/gsa/departments/purchasing/policy/enviro.htm>]
  - **[Small Local Emerging Business Program](http://acgov.org/auditor/sleb/overview.htm)**  
[<http://acgov.org/auditor/sleb/overview.htm>]
  - **[First Source](http://acgov.org/auditor/sleb/sourceprogram.htm)**  
[<http://acgov.org/auditor/sleb/sourceprogram.htm>]
  - **[Online Contract Compliance System](http://acgov.org/auditor/sleb/elation.htm)**  
[<http://acgov.org/auditor/sleb/elation.htm>]
  - **[General Requirements](http://www.acgov.org/gsa/departments/purchasing/policy/genreqs.htm)**  
[<http://www.acgov.org/gsa/departments/purchasing/policy/genreqs.htm>]
  - **[Proprietary and Confidential Information](http://www.acgov.org/gsa/departments/purchasing/policy/proprietary.htm)**  
[<http://www.acgov.org/gsa/departments/purchasing/policy/proprietary.htm>]

7. The undersigned acknowledges that Consultant will be in good standing in the State of California, with all the necessary licenses, permits, certifications, approvals, and authorizations necessary to perform all obligations in connection with this RFQ and associated Documents.
8. It is the responsibility of each Consultant to be familiar with all of the specifications, terms, and conditions and, if applicable, the site condition. By the submission of a Response, the Consultant certifies that if awarded a contract they will make no claim against the County based upon ignorance of conditions or misunderstanding of the specifications.
9. Patent indemnity: Consultants who do business with the County shall hold the County of Alameda, its officers, agents and employees, harmless from liability of any nature or kind, including cost and expenses, for infringement or use of any patent, copyright or other proprietary right, secret process, patented or unpatented invention, article or appliance furnished or used in connection with the contract or purchase order.
10. Insurance certificates are not required at the time of submission. However, by signing Exhibit A – Consultant Response Packet, the Consultant agrees to meet the minimum insurance requirements stated in the RFQ. This documentation must be provided to the County, prior to award, and shall include an insurance certificate and additional insured certificate, naming the County of Alameda, which meets the minimum insurance requirements, as stated in the RFQ.
11. The undersigned acknowledges **ONE** of the following (please check only one box):
- Consultant is not local to Alameda County and is ineligible for any bid preference; **OR**
- Consultant is a certified SLEB and is requesting 10% bid preference; (Consultant must check the first box and provide its SLEB Certification Number in the [SLEB PARTNERING INFORMATION SHEET](#)); **OR**
- Consultant is LOCAL to Alameda County and is requesting 5% bid preference, and has attached the following documentation to this Exhibit:
- Copy of a verifiable business license, issued by the County of Alameda or a City within the County; and
  - Proof of six (6) months business residency, identifying the name of the vendor and the local address. Utility bills, deed of trusts or lease agreements, etc., are acceptable verification documents to prove residency.



Official Name of Consultant: \_\_\_\_\_

Street Address Line 1: \_\_\_\_\_

Street Address Line 2: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Webpage: \_\_\_\_\_

Type of Entity / Organizational Structure (check one):

- |  |  |
|--|--|
| <input type="checkbox"/> Corporation                   | <input type="checkbox"/> Joint Venture       |
| <input type="checkbox"/> Limited Liability Partnership | <input type="checkbox"/> Partnership         |
| <input type="checkbox"/> Limited Liability Corporation | <input type="checkbox"/> Non-Profit / Church |
| <input type="checkbox"/> Other: _____                  |  |

Jurisdiction of Organization Structure: \_\_\_\_\_

Date of Organization Structure: \_\_\_\_\_

Federal Tax Identification Number: \_\_\_\_\_

Primary Contact Information:

Name / Title: \_\_\_\_\_

Telephone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_

E-mail Address: \_\_\_\_\_

**SIGNATURE:** \_\_\_\_\_

Name and Title of Signer: \_\_\_\_\_

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_

**SMALL LOCAL EMERGING BUSINESS (SLEB)  
PARTNERING INFORMATION SHEET  
RFQ GSA Project #13023 Cherryland Community Center – CMR Services**

In order to meet the Small Local Emerging Business (SLEB) requirements of this RFQ, all Consultant must complete this form as required below.

Consultant not meeting the definition of a SLEB (<http://acgov.org/auditor/sleb/overview.htm>) are required to subcontract with a SLEB for at least twenty percent (20%) of the total estimated bid amount in order to be considered for contract award. SLEB subcontractors must be independently owned and operated from the prime Contractor with no employees of either entity working for the other. This form must be submitted for each business that Consultant will work with, as evidence of a firm contractual commitment to meeting the SLEB participation goal. (Copy this form as needed.)

Consultant is encouraged to form a partnership with a SLEB('s) that can participate directly with this contract. One of the benefits of the partnership will be economic, but this partnership will also assist the SLEB to grow and build the capacity to eventually bid as a prime on their own. Once a contract has been awarded, Consultant will not be able to substitute named subcontractors without prior written approval from the Auditor-Controller, Office of Contract Compliance (OCC).

County departments and the OCC will use the web-based Elation Systems to monitor contract compliance with the SLEB program (Elation Systems: <http://www.elationsys.com/elationsys/>).

<input type="checkbox"/> <b>CONSULTANT IS A CERTIFIED SLEB (sign at bottom of page)</b>  SLEB CONSULTANT Business Name: _____ SLEB Certification #: _____ SLEB Certification Expiration Date: _____ NAICS Codes Included in Certification: _____
<input type="checkbox"/> <b>CONSULTANT IS NOT A CERTIFIED SLEB AND WILL SUBCONTRACT WITH THE SLEB NAMED BELOW FOR THE FOLLOWING GOODS/SERVICES:</b> _____  SLEB Subcontractor Business Name: _____ SLEB Certification #: _____ SLEB Certification Expiration Date: _____ SLEB Certification Status: <input type="checkbox"/> Small / <input type="checkbox"/> Emerging NAICS Codes Included in Certification: _____  SLEB Subcontractor Principal Name: _____  SLEB Subcontractor Principal Signature: _____ Date: _____

**Upon award, prime Contractor and all SLEB subcontractors** that receive contracts as a result of this bid process agree to register and use the secure web-based ELATION SYSTEMS. ELATION SYSTEMS will be used to submit SLEB subcontractor participation including, but not limited to, subcontractor contract amounts, payments made, and confirmation of payments received.

Consultant Name/Title: \_\_\_\_\_

Street Address: \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

Consultant Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**NONCOLLUSION DECLARATION**  
**Public Contract Code § 7106**

TO BE EXECUTED BY CMR

The undersigned declares:

I am the \_\_\_\_\_ **[PRINT YOUR TITLE]**

of \_\_\_\_\_ **[PRINT FIRM NAME]**.

the party making the foregoing Contract.

The Contract is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The Contract is genuine and not collusive or sham. The CMR has not directly or indirectly induced or solicited any other contractor to put in a false or sham bid. The CMR has not directly or indirectly colluded, conspired, connived, or agreed with any contractor or anyone else to put in a sham proposal, or to refrain from proposing. The CMR has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the Contract price of the CMR or any other contractor, or to fix any overhead, profit, or cost element of the Contract price, or of that of any other contractor. All statements contained in the Contract and CMR's proposal are true. The CMR has not, directly or indirectly, submitted his or her Contract price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham proposal or contract, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a CMR that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the CMR.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on the following date:

Date: \_\_\_\_\_

Proper Name of CMR: \_\_\_\_\_

City, State: \_\_\_\_\_, \_\_\_\_\_

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

**(ATTACH NOTARIAL ACKNOWLEDGMENT FOR THE ABOVE SIGNATURE)**

**SITE-VISIT CERTIFICATION**

PROJECT: Cherryland Community Center

Check whichever option applies:

\_\_\_\_\_ I certify that I visited the Site of the proposed Work and became fully acquainted with the conditions relating to construction and labor. I fully understand the facilities, difficulties, and restrictions attending the execution of the Work under contract.

\_\_\_\_\_ I certify that \_\_\_\_\_ (Bidder's representative) visited the Site of the proposed Work and became fully acquainted with the conditions relating to construction and labor. The Bidder's representative fully understood the facilities, difficulties, and restrictions attending the execution of the Work under contract.

Bidder fully indemnifies the County of Alameda, its Architect, its Engineer, its Construction Manager, and all of their respective officers, agents, employees, and consultants from any damage, or omissions, related to conditions that could have been identified during my visit and/or the Bidder's representative's visit to the Site.

I certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Date: \_\_\_\_\_

Proper Name of Bidder: \_\_\_\_\_

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

**EXHIBIT “C”  
COUNTY OF ALAMEDA  
GSA PROJECT #13023  
CMR’S GENERAL CONDITIONS TABLE**

Project (On-Site Jobsite Staff)	CMR’s General Conditions in its Performance of the Work	Direct Cost of Work
Project Executive	X	
Project Manager	X	
Project Superintendent	X	
Project Engineer	X	
Scheduler	X	
Foreman	X	
Project Accountant	X	
Estimator	X	
Administrative Assistant	X	
Safety &. E.E.O. officer	X	
LEED	X	
MEP Coordinators	X	
Elation	X	
ECOP Coordinator	X	
PSCBA Coordinator	X	
<b>Temporary Utilities</b>		
Telephone & Internet Services	X	
Telephone & Internet - Monthly Charges	X	
Construction Power and Lighting	X	
Electric Power - Monthly Charges	X	
Construction Water and Potable Water	X	
Water Service - Monthly Costs	X	
Heating & Cooling Costs	X	
Light Bulbs & Misc. Supplies	X	
Ongoing Site Clean-Up		X
Clean-Up-Final		X
Dump Permits and Fees		X
Recycling/Trash Dumpster Service	X	
Flagger/Traffic Control		X
Dust Control		X
Trash Chute & Hopper	X	
<b>Temporary Facilities</b>		
Site Office Trailer/Rental	X	
Storage Trailer & Tool Shed Rental	X	
Site Office Furniture & Equipment/Computers/IT/ Project management, CAD and scheduling softwares/field communications equipment	X	
Xerox Copies/Misc Printing	X	
Postage/UPS/FedEx	X	
Project Photographs	X	
Temporary Toilets and Handwash & Eyewash Stations	X	
Project Sign	X	

Construction Fencing/Enclosures	X	
Covered Walkways	X	
Barricades	X	
Temporary Stairs		X
Opening Protection		X
Safety Railing & Nets		X
Drinking Water/Cooler/Cup		X
Safety/First Aid Supplies	X	
Fire Fighting Equipment	X	
Site Security Guard/Equipment	X	
Personnel Vehicles and Fuel	X	
Cell Phones	X	
Parking	X	
Travel, Lodging & Meals	X	
Small Tools & Equipment	X	
<b>Miscellaneous Project Costs</b>		
Printing - Drawings & Specifications	X	
Facility Operator/Training	X	
Personnel Protective Equipment	X	/
Ground Breaking & Ribbon Cutting Ceremonies	X	
As-built Drawings	X	
Warranty Management	X	
Mobilization/Demobilization/Staging/Phasing Costs	X	/
LEED Documentation	/	X
<b>Hoisting</b>		
Hoist & Tower Rental	/	X
Hoist Landing & Fronts	/	X
Hoist Operator	/	X
Hoist Safety Inspections	/	X
Hoist Material Skips/Hoppers	/	X
Erect & Dismantle Hoists	/	X
Crane Rental	/	X
Crane Operators	/	X
Crane Safety Inspections	/	X
Erect & Dismantle Crane	/	X
Fuel, Repairs, Maintenance	/	X
Crane Raising/Jumping Costs	/	X
Temporary Elevator/Rental	/	X
Elevator Operation Costs	/	X
Elevator Repairs/Maintenance	/	X
Cage Rider at Elevator	/	X
Safety Inspections	X	
Forklift Rental	/	X
Forklift Operator	/	X
Forklift Safety Inspections	/	X
Fuel, Repairs, Maintenance	/	X
Elevator Service Costs	/	X

**EXHIBIT “D” – COUNTY EVALUATION PROCESS**

**COUNTY OF ALAMEDA**

**GSA PROJECT #13023**

**COUNTY EVALUATION PROCESS FOR REQUEST FOR QUALIFICATIONS FOR  
CONSTRUCTION MANAGER AT-RISK SERVICES**



**EXHIBIT “D”**

**COUNTY OF ALAMEDA**

**GSA PROJECT #13023**

**COUNTY EVALUATION PROCESS FOR  
REQUEST FOR QUALIFICATIONS FOR  
CONSTRUCTION MANAGER AT-RISK SERVICES**

**Evaluation Criteria/Selection Committee**

1. The County is authorized pursuant to Public Contract Code section 20146 to “utilize construction manager at-risk construction contracts.” Those contracts can be let pursuant to a “best value method” utilizing “objective criteria related to the experience of the entity and project personnel, project plan, financial strength of the entity, safety record of the entity, and price.”
2. All SOQs will be evaluated by a County Selection Committee, which may be composed of County staff and other parties that may have expertise or experience in the professional services described herein. The evaluation of the SOQs shall be within the sole judgment and discretion of the County Selection Committee.
3. During the evaluation phase, contact shall only be through the GSA-TSD Department. Firms shall neither contact nor lobby evaluators during the evaluation process. Attempts by Firm to contact and/or influence members of the County Selection Committee may result in disqualification of Firm.
4. The County Selection Committee will evaluate each Firm’s SOQ to determine its responsiveness to the qualification requirements set forth in this RFQ.
5. The County Selection Committee shall evaluate Firms’ SOQs in order to determine each Firm’s qualification points at each step. The County will award the Project, if it awards it at all, to the Firm with the lowest Best Value Score as further indicated herein.





6. The County Selection Committee shall evaluate Firms' SOQs as described in detail herein and generally as follows:

<b>STEP 1 – Scoring of SOQ Responses and Responses to Questionnaire</b>	County evaluates and scores Firms' SOQs
<b>STEP 2 – References</b>	County contacts references only for Firms that have met or exceeded the minimum total qualification points at the conclusion of Step 1. References shall come from the Firm's response to the "CMR Project References" section of the RFQ.
<b>STEP 3 – Interview Scoring</b>	County interviews only Firms that have met or exceeded the minimum total qualification points at the conclusion of Step 2, which consists of the combined points from Step 1 and Step 2.
<b>STEP 4 – Determination of Best Value Score</b>	County evaluates and scores Firms' Total Proposed Cost to determine each Firm's Best Value Score.

7. At the conclusion of Step 2 of the evaluation process, each Firm will be notified in writing of its total qualification points through Step 2.
8. Firms that receive or exceed the minimum qualification points, as further set forth herein, will be invited to interview in Step 3 of the evaluation process. At that time, the qualification points earned by Firms in Step 1 and Step 2 will be set aside and the qualification points of each Firm will be "reset" to zero moving into Step 3.
9. Debriefings for Firms that do not receive the required minimum qualification points to move to Step 3, may be scheduled and provided upon a Firm's written request and will be restricted to discussion with the Project Manager of that Firm's SOQ. All debriefings will take place at the County's sole convenience. Debriefings are not part of the appeal process.



**Scoring**

The following table indicates how the County will score the SOQs and the Firms from Step 1 through Step 3. Only Firms that receive the minimum qualification points as required at each step will move to the next step. *Please note:* (i) the minimum qualifications points required to proceed to Step 3 are the combined points received in Step 1 and Step 2 and (ii) the qualification points of all Firms proceeding past Step 2 will be “reset” to zero when entering Step 3.

<b>STEP 1 – Scoring of SOQ Responses and Responses to Questionnaire</b>	<b>Step 1A</b>	Score from responses to <b>RFQ Questions</b> (maximum possible qualification points: <b>160</b> ).
	<b>Step 1B</b>	Score from <b>Questionnaire</b> , <i>not</i> including references (maximum possible qualification points: <b>60</b> ).
	<p><b>Minimum Qualification Points Required in Step 1 for Firms to Proceed to Step 2..... 140</b></p> <p>The County will call references only for Firms with a minimum score of <b>140</b> qualification points after Step 1 (total maximum possible qualification points at the end of Step 1 is <b>220</b>).</p>	
<b>STEP 2 – References</b>	Score from calling <b>References</b> (maximum possible qualification points: <b>130</b> ).	
	<p><b>Minimum Qualification Points Required in Step 1 and Step 2 COMBINED for Firms to Proceed to Step 3 ..... 230</b></p> <p>After combining Firms’ scores from Step 1 and Step 2, the County will interview only Firms with a minimum score of <b>230</b> total qualification points (maximum possible qualification points at the end of Step 2 is <b>350</b>).</p> <p>Qualification points earned by Firms in Step 1 and Step 2 will be set aside and the qualification points for each Firm that makes it past Step 2 will be “reset” to zero for Step 3.</p>	
	<p><b>SMALL LOCAL EMERGING (SLEB) BUSINESS PREFERENCE</b></p> <p>A Firm that is Local shall receive an additional 5% Bonus, based on the Firm’s combined total of Steps 1 &amp; 2.</p>	
	<p>A certified SLEB Firm shall receive an additional 5% Bonus, based on the Firm’s combined total of Steps 1 &amp; 2.</p>	



	Qualification points earned by Firms in Step 1 and Step 2 will be set aside and the qualification points for each Firm that makes it past Step 2 will be “reset” for Step 3.
<b>STEP 3 – Interview Scoring</b>	Score from <b>Interview</b> (maximum possible qualification points: <b>100</b> ).  <b>Local and SLEB Bonus. The County shall provide additional points equaling 5% of a Firm’s points after Step 3 to each Firm that is local and an additional 5% of a Firm's points after Step 3 to each Firm that is a certified SLEB.</b>
<b>STEP 4 – Determination of Best Value Score</b>	Determined by dividing the Firm’s Total Proposed Cost by the Firm’s total qualification points from the Step 3 Interview.



**STEP 1A – Scoring of SOQ Responses to RFQ Questions**

Each of the following Evaluation Criteria below will be used in ranking and scoring Firm’s SOQ’s responses to the RFQ Questions.

<b>Item</b>	<b>Description</b>	<b>Max. Qualification Points</b>	<b>Qualification Points</b>
1. CMR Projects	Firm demonstrates past experience and expertise with CMR process.	20	
2. Preconstruction Services	Firm demonstrates past experience and expertise to perform all Preconstruction Phase Services.	20	
3. Value Engineering	Firm demonstrates past experience and expertise to perform value engineering services.	20	
4. Personnel / Subconsultants	Firm’s team members, especially team leaders, have applicable experience and expertise to perform Services.	20	
5. Budget	Firm demonstrates past experience and expertise to manage costs and stay within budgets.	10	
6. Schedule	Firm demonstrates past experience completing projects on time, avoiding past potential delays, and preparing achievable schedule.	10	
7. Political Environment	Firm demonstrates past experience of handling projects in a politically-charged environment.	5	
8. SLEB	Firm indicates that it will comply with County’s SLEB Programs, including mentoring or other activities with local firms.	10	
9. ECOP/	Firm clearly demonstrates past experience of and a viable, compliant process for selecting subcontractors. Further, Contractor connects this process with an understanding and meeting of ECOP Program goals.	10	
10. Elation	Firm indicates its past experience using Elation.	5	



11. First Source	Firm indicates its past experience / knowledge of First Source	5	
12. Environmental	Firm indicates its past experience performing in an environmentally responsible manner.	10	
13. Firm Education	Firm describes its commitment to ongoing education.	5	
14. Conflict of Interest	Any potential or actual conflict of interest.	5	
15. Additional Information	Strength of additional information provided by Firm.	5	
	<b>Total Score MINIMUM POINTS</b>	<b>160</b>	<b>140</b>



**STEP 1B – Scoring of Responses to CMR Construction Qualifications Questionnaire**

1. **Confirm Firm has passing answers for the “Pass/Fail Questions.”**
2. **Confirm Firm has submitted the required financial statements.** If not, notify Firm in writing that its SOQ is non-responsive for failing to include the required financial statements.
3. **Score the “Evaluated Questions.”**

<b>Topic/Question</b>	<b>Scoring &amp; Max. Poss. Score</b>		<b>Score</b>
1. Liquidated Damages	No = 8 points; Yes = 0 points	8	
2. Surety Premium	No = 2 points; Yes = 0 points	2	
3. Insurer Pay	No = 2 points; Yes = 0 points	2	
4. Insurer Refusal	No = 2 points; Yes = 0 points	2	
5. EMR	No = 2 points; Yes = 0 points	2	
6. Workers’ Comp.	No = 2 points; Yes = 0 points	2	
7. Bankruptcy	No = 8 points; Yes = 0 points	8	
8. Denied Bond	No = 8 points; Yes = 0 points	8	
9. Filed Claims	No = 8 points; Yes = 0 points	8	
10. Labor Code Citations	No = 2 points; Yes = 0 points	2	
11. EPA Citations	No = 2 points; Yes = 0 points	2	
12. OSHA Citations	No = 2 points; Yes = 0 points	2	
13. License Law Citations	No = 2 points; Yes = 0 points	2	
14. Prevailing Wage Penalties	No = 2 points; Yes = 0 points	2	
15. QA/QC Program	Yes = 2 points; No = 0 points	2	
16. Safety Meetings	Yes = 2 points; No = 0 points	2	
17. IIPP	Yes = 2 points; No = 0 points	2	
18. Apprenticeship Program	Listed = 2 points; None listed = 0 points	2	
<b>Total Score</b>		<b>60</b>	



### STEP 2 – References

1. Contact Reference only for Firms that have reached the minimum qualification points for the RFQ Responses and the CMR Construction Qualifications Questionnaire. Pool for References shall come from the Firm’s response to the “CMR Project References” section of the RFQ.
2. Fill out the information in Section I of the Qualification Evaluation – Reference Form and then call the contact person.
3. Ask the questions in Section II of the Qualification Evaluation – Reference Form. Ensure that you obtain the information regarding whether the Firm’s performance in that area was “unsatisfactory,” “below average,” “average” or “above average.” Assign the corresponding score for each answer in Section III.
4. Complete Section III of the Qualification Evaluation – Reference Form with the information received during the call.
5. Use a separate Qualification Evaluation – Reference Form for each call.
6. Make three (3) complete reference calls for each Firm.
7. Enter the “Total Score for This Project” of all the Qualification Evaluation – Reference Forms for that Firm into an “Averaging” Worksheet.

<b>Sample “Averaging” Worksheet for 3 reference calls per Firm – See next page</b>	
“Total Score For This Project” from first call	
“Total Score For This Project” from second call	
“Total Score For This Project” from third call	
<b>Total</b>	
<b>Total divided by three (÷ 3)</b> <b>[DIVIDE SCORE BY NUMBER OF CALLS]</b> This is the score for the Firm for the References Step in the evaluation process.	



### STEP 2 – References – Qualification Evaluation Form

#### Section I - General Project Information

Name of Firm:	Total Contract Costs:
	Contract Start/End Dates:
Project Title:	Actual Completion Date:
Scope of Work:	
Name of Public Agency:	Telephone Number of Contact Person:
Name of Contact Person:	Date and Time of Interview of Contact Person:
Architect Firm:	Principal Architect in Charge of Project:

#### Section II – Telephone Interview Questions

1. **Quality of Work.** Were there quality-related problems on the project? Were these problems attributable to the Firm? Was the Firm cooperative in trying to resolve problems? If not, provide specific examples. **Please rate the Firm with respect to quality of work as either unsatisfactory, below average, average, or above average.**

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2. **Scheduling.** Rate the Firm's performance with regard to adhering to project schedules. Did the Firm meet the project schedule? If not, was the delay attributable to the Firm? **Please rate the Firm with respect to scheduling as either unsatisfactory, below average, average, or above average.**

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3. **Subcontractor (Project) Management.** Rate the Firm's ability to manage and coordinate subcontractors (if no subcontractors, rate the Firm's overall project management). Was the Firm able to effectively resolve problems? If not, provide specific examples. **Please rate**





**the Firm with respect to project management as either unsatisfactory, below average, average, or above average.**

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- 4. Change Orders.** Rate the Firm's performance with regard to change orders and extras. Did the Firm unreasonably claim change orders or extras? Were the Firm's prices on change orders and extras reasonable? If not, provide specific examples. **Please rate the Firm with respect to change orders as either unsatisfactory, below average, average, or above average.**
- 
- 

- 5. Working Relationships.** Rate the Firm's working relationships with other parties (i.e. owner, designer, subcontractors, etc.). Did the Firm relate to other parties in a professional manner? If not, provide specific examples. **Please rate the Firm with respect to working relationships as either unsatisfactory, below average, average, or above average.**
- 
- 

- 6. Responsiveness.** Rate the Firm's responsiveness to telephone calls, emails, meetings, requests for action, etc. Did the Firm respond to inquiries promptly and substantively? If not, provide specific examples. **Please rate the Firm with respect to responsiveness as either unsatisfactory, below average, average, or above average.**
- 
-



- 7. On-Site Firm Staff.** Rate the Firm's on-site staff relating to their management of the site, communication and interaction with owner's staff, and familiarity with project scope and status. **Please rate the Firm's on-site staff as either unsatisfactory, below average, average, or above average.**

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- 8. Paperwork Processing.** Rate the Firm's performance in completing and submitting required project paperwork (i.e. submittals, drawings, requisitions, payrolls, etc.). Did the Firm submit the required paperwork promptly and in proper form? If not, provide specific examples. **Please rate the Firm with respect to paperwork processing as either unsatisfactory, below average, average, or above average.**

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- 9. Value Engineering.** Rate the Firm's performance in analyzing designed building features, systems, equipment, and material selections for the purpose of achieving essential functions at the lowest life cycle cost consistent with required performance, quality, reliability, and safety. **Please rate the Firm with respect to providing value engineering services as either unsatisfactory, below average, average, or above average.**

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**Section III - Numerical Rating**

If the contact person rates the Firm unsatisfactory in any area, please attempt to provide written comments in Section II to explain the rating(s) assigned.

Firm's Name: \_\_\_\_\_

	<b>Unsatisfactory</b>	<b>Below Average</b>	<b>Average</b>	<b>Above Average</b>	<b>Rating</b>
1. Quality of Work	0	5	15	20	
2. Scheduling	0	5	10	15	
3. Subcontractor (Project) Mgt.	0	5	10	15	
4. Change Orders	0	5	10	15	
5. Working Relationship	0	5	10	15	
6. Responsiveness	0	5	10	15	
7. On-Site Staff	0	5	10	15	
8. Paperwork Processing	0	2	5	10	
9. Value Engineering	0	2	5	10	
<b>Total Score For This Project</b>					



**Scoring Sheet Through Step 2**

<b>STEP</b>	<b>Description</b>	<b>Max. Qualification Points</b>	<b>Qualification Points</b>
<b>1A</b>	Score from “ <b>RFQ Questions</b> ” of the RFQ.	160	
<b>1B</b>	Score from “ <b>CMR Construction Qualifications Questionnaire</b> ” of the RFQ.	60	
<b>2</b>	Score from References	130	
	<b>SUBTOTAL:</b>	350	
	Local Bonus = 5% of Subtotal	17.5	
	SLEB Bonus = 5% of Subtotal	17.5	
	<b><u>TOTAL = SUBTOTAL + SLEB Bonus</u></b>	<b><u>385</u></b>	
	<b><u>Minimum Points to advance to Step 3</u></b>		<b><u>230</u></b>



### STEP 3 – Interview Scoring

Firms meeting or exceeding the minimum total qualification points through Step 2 will be invited to interview with the County Selection Committee. The subject matter for the interview will be at the County Selection Committee’s discretion but shall include, at a minimum, the following topics.

Item	Maximum Qualification Points	Qualification Points
<b>1. Past Projects/Experience:</b> Firm’s articulation of Firm’s history, education, and background, including Firm’s status as or use of small, local, emerging, or minority/women-owned businesses; Firm’s experiences working with similar, past projects; issues faced and how addressed (i.e. claims, bonding/surety involvement, owner relations, citations, etc.); and questions, concerns, and highlights from SOQ.	<b>20</b>	
<b>2. Current Project:</b> Firm’s articulation of how it will construct the Project, its ideas related to constructability, and other construction-specific ideas, concerns, or related issues (i.e. schedules, budgets, subcontractor selection, etc.).	<b>35</b>	
<b>3. Personnel/Leadership:</b> Firm’s articulation of its Project-designated personnel, leadership, subcontractor relations, apprenticeship program, etc.	<b>20</b>	
<b>4. Overall Ability and General Suitability.</b> Firm’s articulation of its overall skills, ability to complete the Project, and general suitability for the County’s purposes (i.e. implementation of County policies and procedures, compliance with SLEB/ECOP Programs, political atmosphere, additional information, etc.)	<b>25</b>	
<b>SUBTOTAL QUALIFICATION POINTS FROM STEP 3</b>	<b>100</b>	
	Local Bonus = 5% of Subtotal	5
	SLEB Bonus = 5% of Subtotal	5
	<u>TOTAL = SUBTOTAL + SLEB Bonus</u>	110



**STEP 4 – Determination of Best Value Score**

1. Following Step 3, the County Selection Committee shall evaluate the Firm’s Fee for Preconstruction Phase Services and the Preliminary Construction Services Proposal from each Firm completing Step 3 to derive the Firm’s Best Value Score.
2. The Best Value Score shall be the Total Proposed Cost (calculated as indicated below based on the Firm’s Professional Fees and Preliminary Proposal) divided by the total qualification points from Step 3.

**Total Proposed Cost ÷ Total Qualification Points from Step 3 = Best Value Score**  
**OR**

$$\frac{\text{Total Proposed Cost}}{\text{Total Qualification Points from Step 3}} = \text{Best Value Score}$$

Item	Amount
<b>Fee for Preconstruction Phase Services</b>	\$ _____
<b>General Conditions</b>	\$ _____
<b>Mark-up on Subcontractor Work</b> (multiplied by 95% of the County’s preliminary construction budget)	\$ _____
<b>Mark-up on Direct Costs for Self-Performed Work</b> (multiplied by 5% of the County’s preliminary construction budget)	\$ _____
<b>Fee</b> (multiplied by the County’s preliminary construction budget)	\$ _____
<b>Other Costs</b>	\$ _____
<b>Total Proposed Cost</b>	<b>\$ _____</b>

3. The County shall compare each Firm’s Best Value Score to the other Firms completing Step 3 and the County shall select the Firm with the *lowest* Best Value Score, if it selects any Firm.

**EXHIBIT “E” – INTENTIONALLY OMITTED**



## EXHIBIT “F” – SOQ PROTEST/APPEALS PROCESS

### COUNTY OF ALAMEDA

#### GSA PROJECT #13023

GSA prides itself on the establishment of fair and competitive contracting procedures and the commitment made to follow those procedures. The following is provided in the event that Firms wish to protest the RFQ process or appeal the recommendation to award a contract for this Project. A Firm’s right to protest shall commence **only** after the County’s completion of Steps 2 and 4 of the County’s Evaluation Process described in **Exhibit “D” – County Evaluation Process for Request for Qualifications for Construction Manager At-Risk Services**. The County will notify all Firms participating in the Evaluation Process of the results of the Scoring by the County’s Selection Committee.

1. Any SOQ protest by any Firm regarding any other SOQ must be submitted in writing, before 5:00 p.m. of the FIFTH (5th) business day following the date of issuance of the County’s Notice(s) of the following, not the date received by the Firm.
  - Notice that the Firm was **not** selected after Step 4 (Determination of Best Value) as the successful Firm
2. An SOQ protest must comply with requirements posted at:  
<http://www.acgov.org/gsa/departments/purchasing/policy/bidappeal.htm>



**EXHIBIT “G” – EXCEPTIONS, CLARIFICATIONS AND AMENDMENTS FORM**

**COUNTY OF ALAMEDA**

**GSA PROJECT #13023**

**Firm Name:** \_\_\_\_\_

List below requests for clarifications, exceptions and amendments, if any, to the RFQ and associated SOQ, and submit with your response.

The County is under no obligation to accept any exceptions and such exceptions may be a basis for disqualification.

Reference to:			Description
Page No.	Section	Item No.	
p. 23	<b>D</b>	1.c.	<i>Vendor takes exception to...</i>

\*Print additional pages as necessary

**EXHIBIT “H” – CONTRACT FOR PRECONSTRUCTION AND CONSTRUCTION SERVICES**

**COUNTY OF ALAMEDA**

**GSA PROJECT #13023**

**CONTRACT FOR PRECONSTRUCTION AND CONSTRUCTION SERVICES  
BETWEEN  
COUNTY OF ALAMEDA  
AND**

---

**FOR  
CHERRYLAND COMMUNITY CENTER PROJECT**

This Contract for Preconstruction and Construction Services (“Contract” or “Agreement”) is made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, in the City of Oakland, State of California, by and between the **County of Alameda**, a political subdivision of the State of California, hereinafter referred to as “County,” and **[Firm Name and Address]**, hereinafter referred to as “CMR”(or “Contractor”), for the purposes of providing preconstruction and construction services relating to the following project (“Project”). County and CMR may be individually referred to herein as “Party” and collectively referred to herein as “Parties.”

**Project:** The Project will be located at the following sites as more particularly described in **Exhibit “B,”** attached hereto and incorporated herein by this reference (“Site(s)“):

- Cherryland Community Center Project located at 278 Hampton Road (APN 413-35-010), 17482 Boston Road (APN 413-35-14-03) and the Meek Estate Park parking lot (APN 413-35-19-2) in the community of Cherryland in unincorporated Alameda County; and

**WHEREAS**, California Public Contract Code section 20146 provides that County, with approval of its Board of Supervisors, is authorized to utilize construction manager at-risk construction contracts for the erection, construction, alteration, repair, or improvement of any building owned or leased by the county for projects in the County in excess of one million dollars (\$1,000,000) which may be awarded using either the lowest responsible bidder or best value method to a construction manager at-risk entity that possesses or that obtains sufficient bonding to cover the contract amount for construction services and risk and liability insurance as may be required by County; and

**WHEREAS**, County’s Board of Supervisors approved the use of a construction manager at-risk construction contract for the erection, construction, alteration, repair, or improvement of the Project; and

**WHEREAS**, after conducting a best value method selection process, County desires CMR to furnish construction manager at-risk services pursuant to this Contract, and CMR desires to provide those services, for the Project as described herein and set forth in **Exhibit “A”**, attached hereto; and

**WHEREAS**, County has contracted with **Noll & Tam Architects** as the architects/engineers (“Architect(s)”) of record the Project;

**NOW, THEREFORE**, the Parties hereto agree as follows:

1. **Scope of Services.** CMR agrees to perform the services indicated in **Exhibit “A,”** attached hereto and incorporated herein by this reference (“Services” or “Work”). In providing the Services pursuant to this Contract, CMR does not assume any responsibility for design, design errors, omissions or inconsistencies. The duties, responsibilities and limitations of authority of CMR shall not be restricted, modified or extended without written agreement between the County and CMR.
2. **Authorization.** The Work of this Contract will be authorized in two (2) phases: the Preconstruction Phase and the Construction Phase.
  - 2.1. By entering into this Contract, the County authorizes the Preconstruction Phase.
  - 2.2. The County has the sole and unilateral right to authorize the Construction Phase, and that authorization shall be made in the form of a Notice to Proceed authorizing the Construction Phase.

3. **Contract Documents.** The Contract includes the following documents which are incorporated herein by this reference (“Contract Documents”), and CMR shall not commence the Services under this Contract until the CMR has submitted and the County has approved all documents, certificates, affidavits, and endorsements of insurance as required. During the Preconstruction Phase, only documents necessary for those services shall be required during that Phase. For example, the performance bond and the payment bond are not required until the Construction Phase.

<u>  X  </u> Exhibit “A” (“Scope of Work”)	<u>  X  </u> Document 00 61 13.13: Performance Bond Form
<u>  X  </u> Exhibit “B” (“Maps of Project Sites”)	<u>  X  </u> Document 00 61 13.16: Payment Bond Form
<u>  X  </u> Exhibit “C” (“C-1” & “C-2”) (“Services: Costs & Schedule”)	<u>  X  </u> Document 00 65 36: Warranty Form
<u>  X  </u> Exhibit “D” (“CMR Key Personnel”)	<u>  X  </u> Document 00 72 13: General Conditions
<u>  X  </u> Document 00 01 15: List of Drawings (Plans)	<u>  X  </u> Document 00 73 13: Special Conditions
<u>  X  </u> Document 00 01 20: List of Schedules	<u>  X  </u> Document 00 73 56: Hazardous Materials Procedures & Requirements
<u>  X  </u> Document 00 22 19: Supplementary Instructions, ECOP	<u>  X  </u> Division 01: General Requirements
<u>  X  </u> Document 00 31 19: Existing Conditions Information	<u>  X  </u> Divisions 2 through 32: Technical Specifications
<u>  X  </u> Document 00 43 36: Designated Subcontractors List	<u>  X  </u> Insurance Certificates and Endorsements Plans
<u>  X  </u> Document 00 45 26: Workers Compensation Certification	<u>  X  </u> Alameda County Project Stabilization / Community Benefit Agreement
<u>  X  </u> Document 00 45 46.01: Prevailing Wage and Related Labor Requirements Certification	<u>  X  </u> SLEB Document (From SOQ)
<u>  X  </u> Document 00 45 46.04: Hazardous Materials Certification	<u>  X  </u> Document Site-Visit Certificate (From SOQ)
<u>  X  </u> Document 00 45 46.06: Imported Materials Certification	<u>  X  </u> Iran Contracting Certificate (From SOQ)
<u>  X  </u> Document 00 55 00: Notice to Proceed	<u>  X  </u> Burma Contracting Certificate (From SOQ)
<u>  X  </u> Document 00 57 00: Escrow Agreement for Security Deposits in Lieu of Retention	<u>  X  </u> Non-Collusion Declaration (From SOQ)
	<u>  X  </u> Debarment and Suspension Certificate (From SOQ)
	Other: _____

4. **Interpretation of Contract Documents.** Should any question arise concerning the intent or meaning of Contract Documents, including the Drawings or Specifications, the question shall be submitted to the County for interpretation. If a conflict exists in the Contract Documents, modifications, beginning with the most recent, shall control over this Contract, which shall control over the Special Conditions, which shall control over the General Conditions, which shall control over the remaining Division 00 documents, which shall control over Division 01 Documents, which shall control over Division 02 through Division 49 documents, which shall control over figured dimensions, which shall control over large-scale drawings, which shall control over small-scale drawings. In no case shall a document calling for lower quality and/or quantity material or workmanship control. The decision of County in the matter shall be final.

5. **Term.** The term of this Contract shall commence on \_\_\_\_\_, when the CMR begins its Preconstruction Services and expires upon Completion of the Project, as indicated herein (“Term”).

5.1. **Time For Completion:** It is hereby understood and agreed that the Work under this Contract shall be completed within \_\_\_\_\_ [SPELL OUT COMPLETION DAYS] ( \_\_\_\_\_ ) [INDICATE NUMBER OF DAYS] consecutive calendar days (“Contract Time”) from the date specified in the County's Notice to Proceed. The County shall not approve an early completion schedule by CMR. A schedule showing the Work completed in less than the Contract Time indicated in the Contract, shall be considered to have Project Float. [IF A COMPLETION DATE IS REQUIRED, THEN PUT

**IN THE SPECIFIC COMPLETION DATE— WHICH WOULD BE AN EXCEPTION TO THE STANDARD LISTING OF THE NUMBER OF DAYS. REGARDLESS, ENSURE THIS PARAGRAPH IS CONSISTENT WITH ALL OTHER NOTICES.]**

5.2. **Completion-Extension of Time:** Should the CMR fail to complete this Contract, and the Work provided herein, within the time(s) fixed for Completion, due allowance being made for the contingencies provided for herein, the CMR shall become liable to the County for all loss and damage that the County may suffer on account thereof. The CMR shall coordinate its Work with the Work of all other contractors. County shall not be liable for delays resulting from CMR's failure to coordinate its Work with other contractors in a manner that will allow timely completion of CMR's Work. CMR shall be liable for delays to other contractors caused by CMR's failure to coordinate its Work with the work of other contractors

6. **Contract Price.** County agrees to pay CMR an amount not-to-exceed \_\_\_\_\_ Dollars (\$ \_\_\_\_\_ .00), for the performance of the Services contemplated by this Contract. That amount includes the following two (2) amounts:

6.1. CMR's total payment for Preconstruction Services; and

6.2. CMR's total payment for Construction Services (Guaranteed Maximum Price or "GMP").

("Contract Price") Both are as indicated in Exhibit "C" ("Services: Costs & Schedule"). The Contract Price is the total budget for the Project and the CMR cannot exceed this amount at any time during the Term, including during and when the CMR bids the Project to the Subcontractors.

7. **Liquidated Damages.** Time is of the essence for all work under this Contract. It is hereby understood and agreed that it is and will be difficult and/or impossible to ascertain and determine the actual damage that County will sustain in the event of and by reason of CMR's delay; therefore, CMR agrees that it shall pay to the County the sum of **Three thousand dollars (\$3000.00) per day** as liquidated damages for each and every day's delay beyond the time herein prescribed in finishing the Work, as indicated herein and in the Contract Documents. It is hereby understood and agreed that this amount is not a penalty.

7.1. In the event any portion of the liquidated damages is not paid to County, County may deduct that amount from any money due or that may become due the CMR under this Contract. County's right to assess liquidated damages is as indicated herein and in the General Conditions.

7.2. The time during which the Contract is delayed for cause as hereinafter specified may extend the time of completion for a reasonable time as County may grant. This provision does not exclude the recovery of damages for delay by either party under other provisions in the Contract Documents.

7.3. Each portion of the Liquidated Damages shall be calculated cumulatively. For example, if CMR is late in completing two milestones and the entire Project, CMR will forfeit three separate Liquidated Damages amounts.

7.4. County may deduct Liquidated Damages from any money due or that may become due the CMR under this Agreement. CMR's forfeiture of Liquidated Damages to County, and County's right to retain Liquidated Damages, are as indicated in Government Code section 53069.85 and as indicated herein and in the General Conditions.

7.5. Liquidated Damages are automatically and without notice of any kind forfeited by CMR upon the accrual of each day of delay. Neither County's failure or delay in deducting Liquidated Damages from payments otherwise due the CMR, nor County's failure or delay in notifying CMR of the forfeiture of Liquidated Damages, shall be deemed a waiver of County's right to Liquidated Damages.

- 7.6. CMR and Surety shall be liable for and pay to County the entire amount of Liquidated Damages including any portion that exceeds the amount of the GMP then held, retained or controlled by County.
- 7.7. Liquidated Damages shall be in addition, and not in lieu of, County's right to charge CMR for the County's cost of completing or correcting items of the Work.
- 7.8. County may extend the Contract Time if Work is delayed for causes outside the CMR's control, as further described in the General Conditions. This provision does not exclude the recovery of damages for delay by either party under other provisions in the Contract Documents.
8. **Insurance and Bonds.** CMR shall provide all required certificates of insurance, and payment and performance bonds as required in the Contract Documents. (See, without limitation, Section 13 of Document 00 72 13.)
9. **Indemnity.** CMR shall indemnify, defend and hold harmless the County as indicated in the Contract Documents. (See, without limitation, Section 14.2 of Document 00 72 13.)
10. **Conflict of Interest.**
- 10.1. CMR represents that it is familiar with California Government Code sections 1090 and 87100 et seq. and that it does not know of any facts that constitute a violation of those sections.
- 10.2. CMR represents that it has completely disclosed to County all facts bearing upon any possible interests, direct or indirect, which CMR believes any member of County, or other officer, agent or employee of County or any department presently has, or will have, in this Contract, or in the performance thereof, or in any portion of the profits thereunder. Willful failure to make such disclosure, if any, shall constitute ground for termination of this Contract by County for cause. CMR agrees to comply with all conflict of interest codes adopted by the County and their reporting requirements.
- 10.3. CMR covenants that it presently has no interest, and shall not have any interest, direct or indirect, which would conflict in any manner with the performance of Services required under this Agreement. Without limitation, CMR represents to and agrees with the County that CMR has no present, and will have no future, conflict of interest between providing the County the Services hereunder and any interest CMR may presently have, or will have in the future, with respect to any other person or entity (including but not limited to any federal or state wildlife, environmental or regulatory agency) which has any interest adverse or potentially adverse to the County, as determined in the reasonable judgment of the County. The provisions of this section shall remain fully effective indefinitely after completion or termination of the Services hereunder.
11. **Designated Representatives; Key Personnel.** The CMR shall coordinate with County personnel and/or its designated representatives as may be requested and desirable. CMR agrees that all key personnel assigned to the Project will be listed in **Exhibit "D"** ("**CMR Key Personnel**"), and that the listed key personnel will continue their assignments on the Project for the duration of this Contract. It is recognized that the listed key personnel are not bound by personal employment contracts to CMR. CMR agrees that reassignment of any of the listed personnel during the performance of the Services shall only be with other professional personnel who have equivalent experience and shall require the prior written approval of the County. Any costs associated with reassignment of key personnel shall be borne exclusively by CMR. CMR agrees that, should any key personnel not continue their assignments on the Project, CMR shall not charge County for the cost of training or bringing replacement personnel up to speed on the Project.
12. **Confidentiality.** The CMR and all CMR's agents, personnel, employee(s), subconsultants and/or subcontractor(s) shall maintain the confidentiality of all information received in the course of performing the Services. With respect in any way to this Contract, the Project, or the County, CMR is prohibited from

and shall not release any publicity statements or comments, make any representations on behalf of the County, or place its logo or mark on any work product, without the prior written approval of the County. This requirement to maintain confidentiality shall extend beyond the termination of this Contract.

13. **Performance of Services / Standard of Care.** CMR shall remain liable to the County in accordance with this Contract for all damages to the County caused by CMR's failure to perform any of the Services furnished under this Contract to the standard of care of CMR for its Services, which shall be, at a minimum, the standard of care of a professionally licensed engineer and/or contractor performing similar work for California public entities at or around the same time and in or around the same geographic area of the County.
14. **Classification of CMR's License:** CMR hereby acknowledges that it currently holds valid **Class B** CMR's license(s) issued by the State of California, Contractor's State Licensing Board, in accordance with division 3, chapter 9, of the Business and Professions Code and in the classification called for in the Contract Documents. CMR certifies that it is and shall be throughout the period of the contract, licensed by the State of California to do the type of work required under the terms of the Contract Documents. CMR further certifies that it is regularly engaged in the general class and type of work called for in the Contract Documents.
15. **County Approval.** The Work completed herein must meet the approval of the County.
16. **Authority of Architect:** CMR hereby acknowledges that the Architect has authority to approve and/or stop Work if the CMR's Work does not comply with the requirements of the Contract Documents, Title 24 of the California Code of Regulations, and all applicable laws. The CMR shall be liable for any delay caused by its non-compliant Work.
17. **County Programs.** CMR shall comply with the most recent version of any and all County policies, rules, and regulations including, without limitation, the following programs, which are subject to change and may be amended from time to time:
  - 17.1. **Small Local and Emerging Business (SLEB).** CMR has met and must continue to meet the County Small Local and Emerging Business (SLEB) Program at all times during performance of the Preconstruction Phase Services. The SLEB requirements can be found at: <http://acgov.org/auditor/sleb/overview.htm>.
  - 17.2. **Alameda County Project Stabilization / Community Benefit Agreement (PSCBA).** CMR must meet all requirements of the County's current PSCBA, including all meetings with Subcontractors that are in addition to standard preconstruction meetings. The PSCBA and associated requirements are attached in **Document 00 73 49**.
  - 17.3. **Enhanced Construction Outreach Program (ECOP).** CMR must meet all ECOP goals identified in **Document 00 22 19** at all times during performance of the Construction Phase Services.
  - 17.4. **Elation.** County utilizes the Elation Systems contract compliance application as part of its commitment to assist contractors to conveniently comply with legal and contractual requirements. CMR and all participating local and SLEB subcontractors awarded contracts for the Project are required to use Elation Systems to submit SLEB Program information including, but not limited to, monthly progress payment reports and other information related to SLEB participation. County will provide CMR and its subcontractors a code that will allow them to register and use Elation Systems free of charge. It is the CMR's responsibility to ensure that CMR and their subcontractors are registered and trained, as required, to utilize Elation Systems.
  - 17.5. **First Source Program.** CMR and any subcontractors awarded contracts for goods and services for \$100,000 or more for the Project are required to agree to County's First Source Program to



support County's employed and underemployed residents. First Source Program requirements and details are available at: <http://acgov.org/auditor/sleb/sourceprogram.htm>.

- 17.6. Environmentally Friendly Packaging.** County is an environmentally-responsible employer and seeks all practical opportunities for waste reduction and recycling. The County, therefore, encourages its contractors, including CMR and its subcontractors, to reduce waste volume and toxicity by using environmentally-friendly packaging material whenever possible. Options may include backhauling product packaging to the supplier for reuse or recycling, shipping in bulk or reduced packaging, using soy bean-based inks for packaging printing, using recycled product packaging, or using recyclable or reusable packaging material. The County encourages all contractors for goods and services to adhere to these principles where practicable.
- 18. Burma Contracting.** CMR acknowledges the County's policy to minimize the expenditure of County funds on goods and services produced by any entity which buys, sell, leases or distributes commodities and/or professional services to (1) the government of Burma; or (2) any entity organized under the laws of Burma; or (3) any entity which does business with any private or public entity located in Burma, or conducts operations in Burma. CMR will make reasonable efforts to comply with the County's policy in making purchases and entering into subcontracts for this Project. (Ref. Alameda County, Cal., Adm. Code Title.4, §4.32.050(B),(F).)
- 19. LEED.** CMR shall comply with County Administrative Code's Construction Debris Management and Green Building Practices. This Project will be designed to meet minimum LEED™ "Silver" rating under the LEED rating system, or a county-approved equivalent, and CMR is required to perform the Work in a manner that will not delay or prevent LEED™ certification of the Project.
- 20. Compliance with Laws.** CMR shall observe and comply with all rules and regulations of the governing board of the County and all federal, state, and local laws, ordinances, regulations, and guidelines. CMR shall give all notices required by any law, ordinance, rule and regulation bearing on conduct of the Work as indicated or specified. If CMR observes that any of the Work required by this Contract is at variance with any such laws, ordinance, rules or regulations, CMR shall notify the County, in writing, and, at the sole option of the County, any necessary changes to the scope of the Work shall be made and this Contract shall be appropriately amended in writing, or this Contract shall be terminated effective upon CMR's receipt of a written termination notice from the County. If CMR performs any Work that is in violation of any laws, ordinances, rules or regulations, without first notifying the County of the violation, CMR shall bear all costs and liability arising therefrom.
- 21. Payment of Prevailing Wages.**
- 21.1.** The CMR and all Subcontractors under the CMR shall pay all workers on Work performed pursuant to this Contract not less than the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work as determined by the Director of the Department of Industrial Relations, State of California, for the type of work performed and the locality in which the work is to be performed within the boundaries of County, pursuant to sections 1770 et seq. of the California Labor Code. Copies of the general prevailing rates of per diem wages for each craft, classification, or type of worker needed to execute the Agreement, as determined by Director of the State of California Department of Industrial Relations, are on file at the County's principal office. Prevailing wage rates are also available from the County or on the internet at (<http://www.dir.ca.gov>).
- 21.2.** County hereby provides notice of the requirements described in Labor Code section 1771.1, subdivision (a), which states the following:
- “A contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in this chapter, unless currently registered and qualified to perform public work pursuant to Section 1725.5. It is not a



violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded.”

- 21.3. CMR acknowledges that, for purposes of Labor Code section 1725.5, this work is a public work to which Labor Code section 1771 applies. CMR shall comply with Labor Code section 1725.5, including without limitation the registration requirements. Additionally, all “subcontractors” (as defined by Labor Code section 1722.1) shall comply with Labor Code section 1725.5 to be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of the Agreement. CMR represents to the County that all “subcontractors” (as defined by Labor Code section 1722.1) are registered pursuant to Labor Code section 1725.5.
- 21.4. The Project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. CMR shall post job site notices, as prescribed by regulation. CMR shall comply with all requirements of Labor Code section 1771.4, except the requirements that are exempted by the Labor Commissioner for the Project.
- 22. **No Third Party Rights.** Nothing contained in this Contract shall create a contractual relationship with or a cause of action in favor of any third party against either the County or CMR.
- 23. **County’s Evaluation of CMR and CMR’s Employees and/or Subcontractors.** The County may evaluate the CMR in any way the County is entitled pursuant to applicable law. The County’s evaluation may include, without limitation:
  - 23.1. Requesting that County employee(s) evaluate the CMR and the CMR’s employees and subcontractors and each of their performance.
  - 23.2. Announced and unannounced observance of CMR, CMR’s employee(s), and/or subcontractor(s).
  - 23.3. Compliance with the requirements of the County’s Enhanced Construction Outreach Program (ECOP), Small Local Emerging Business (SLEB) program, and First Source program.
  - 23.4. CMR agrees to remove or re-assign its employees as may be reasonably requested by the County as a result of the County’s evaluation. The County shall provide its request in writing, convey the basis for its request and provide reasonable time for CMR to satisfy the County’s request.
- 24. **Limitation of County Liability.** Other than as provided in this Contract, County’s financial obligations under this Contract shall be limited to the payment of the compensation provided in this Contract. Notwithstanding any other provision of this Contract, in no event, shall County be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Contract for the Services performed in connection with this Contract.
- 25. **Notice.** Any notice required or permitted to be given under this Contract shall be deemed to have been given, served, and received if given in writing and either personally delivered or sent by overnight delivery service, addressed as follows:

**County:**  
Alameda County  
GSA-Technical Services Department  
1401 Lakeside Drive, Suite 800  
Oakland, CA 94612  
Attn: \_\_\_\_\_

**CMR:**  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_, \_\_\_\_\_  
Attn: \_\_\_\_\_

Any notice personally given shall be effective upon receipt. Any notice sent by overnight delivery service shall be effective the business day next following delivery thereof to the overnight delivery service.

- 26. **False Claims.** CMR expressly acknowledges that it is aware that if a false claim is knowingly submitted (as the terms “claim” and “knowingly” are defined in the California False Claims Act, Cal. Gov. Code, §12650 et seq.), County will be entitled to civil remedies set forth in the California False Claim Act. It may also be considered fraud and the CMR may be subject to criminal prosecution.
- 27. **Integration/Entire Contract of Parties.** This Contract constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This Contract may be amended or modified only by a written instrument executed by both Parties.
- 28. **California Law.** This Contract shall be governed by and the rights, duties and obligations of the Parties shall be determined and enforced in accordance with the laws of the State of California. The Parties further agree that any action or proceeding brought to enforce the terms and conditions of this Contract shall be maintained in Alameda County.
- 29. **Severability.** If any term, condition or provision of this Contract is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.
- 30. **Authority to Bind Parties.** Neither party in the performance of any and all duties under this Contract, except as otherwise provided in this Contract, has any authority to bind the other to any agreements or undertakings.
- 31. **Captions and Interpretations.** Paragraph headings in this Contract are used solely for convenience, and shall be wholly disregarded in the construction of this Contract. No provision of this Contract shall be interpreted for or against a party because that party or its legal representative drafted such provision, and this Contract shall be construed as if jointly prepared by the Parties.
- 32. **Signature Authority.** Each party has the full power and authority to enter into and perform this Contract, and the person signing this Contract on behalf of each Party has been properly authority and empowered to enter into this Contract.
- 33. **Counterparts.** This Contract and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.
- 34. **Incorporation of Recitals and Exhibits.** The Recitals, Contract Documents, and each exhibit attached hereto are hereby incorporated herein by reference.

ACCEPTED AND AGREED on the date indicated below:

Dated: \_\_\_\_\_, 20\_\_

Dated: \_\_\_\_\_, 20\_\_

**Alameda County**

By: \_\_\_\_\_

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Title: \_\_\_\_\_

Print Title: \_\_\_\_\_

Approved as to form: \_\_\_\_\_  
(Deputy) County Counsel

I hereby certify under penalty of perjury that the President of the Board of Supervisors was duly authorized to execute this document on behalf of the County of Alameda by a majority vote of the Board on \_\_\_\_\_, **20**\_\_\_\_; and that a copy has been delivered to the President as provided by Government Code Section 25103.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Clerk of the Board of Supervisors,  
County of Alameda, State of California

**Information regarding CMR:**

CMR: \_\_\_\_\_

License No.: \_\_\_\_\_

DIR Registration No.: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

Facsimile: \_\_\_\_\_

E-Mail: \_\_\_\_\_

Type of Business Entity:

- \_\_\_ Individual
- \_\_\_ Sole Proprietorship
- \_\_\_ Partnership
- \_\_\_ Limited Partnership
- \_\_\_ Corporation, State: \_\_\_\_\_
- \_\_\_ Limited Liability Company
- \_\_\_ Other: \_\_\_\_\_

\_\_\_\_\_  
Employer Identification and/or Social Security  
Number

**NOTE: 26 USC § 6041 require non-corporate recipients of \$600.00 or more to furnish their taxpayer identification number to the payer. The County requires your federal tax identification number or Social Security number, whichever is applicable.**

**Exhibit “A” – CMR CONTRACT**  
**Scope of Services**

CMR shall, as authorized, provide the Services specified herein in connection with the public works Project for the County, in accordance with the scope of the Project, which is more particularly described herein.

**1. GENERAL DESCRIPTION OF THE PROJECT.**

**1.1. General Scope of Work.**

- 1.1.1. The Project is the construction of a new building and site development for a community center comprised of approximately 17,500 gross square feet. The building includes but is not limited to all building structure, enclosure, interior improvements, mechanical, electrical, telecommunication, audio visual, and security systems.
- 1.1.2. The site development includes but is not limited to site preparation, underground utilities, landscape, hardscape, vehicular drives, surface parking, security barriers, fencing, and gates. The approximately 1.29 acre site will be cleared of existing site improvements by separate, preceding contractor, retained to remediate for identified hazardous materials.
- 1.1.3. Additionally, there is non-contiguous site development of a nearby parking lot, includes but is not limited to site preparation, underground utilities, landscape, hardscape, vehicular drives, surface parking, security barriers, fencing, and gates. The approximately 1.15 acre site is to be cleared of existing site improvements.
- 1.1.4. Furnishing and installation of interior movable furniture, furnishings, and fixtures is ***not*** part of the scope of Work for this Project. Notwithstanding this subsection, the CMR shall coordinate the incorporation of purchase, delivery and installation of these items on the Projects.
- 1.1.5. Prior to the Construction Phase, the County is removing and disposing off-site disposal of lead and/or pesticide contaminated soil as required to achieve California Department of Toxic Substances Control (DTSC) cleanup goals for residential development. The County will issue a Notice to Proceed to the successful Firm for the Construction Phase only after the County and the DTSC conclude that these tasks are completed.

The CMR shall ensure that any soil removed from the site during construction is, at a minimum, tested for lead and pesticides to determine appropriate off-site reuse or disposal. Firms must review section 00 31 20 Existing Conditions Information, section 00 31 32 Geotechnical Data, and all provisions in the Contract Documents related to hazardous materials including, without limitation, section 00 45 46.04-Hazardous Materials Certification, section 00 45 46.06-Imported Material Certification and section 00 73 56-Hazardous Materials Procedures & Requirements.

**1.2. Design.**

- 1.2.1. CMR is not the architect of the Project, but as indicated further herein, CMR shall perform specific Services during all Phases of the Project to assist, review, coordinate, opine and cooperate with the Architect and all other design professional(s) of the Project.
- 1.2.2. The Project design documents are at approximately seventy-five percent (75%) construction documents.

- 1.3. **Commissioning.** Although CMR will not provide commissioning services on the Project, CMR shall perform specific Services during all Phases of the Project to assist, review, coordinate, opine and cooperate with the County, the County’s commissioning authority, other providers of commissioning services for the County, the Architect and all other design professional(s) of the Project.
- 1.4. **Preliminary Project Schedule.**
  - 1.4.1. Preconstruction Services Phase:
    - 1.4.1.1. Estimated Start Date: **October 15, 2016**
    - 1.4.1.2. Completion Date: **March 1, 2017**
  - 1.4.2. Construction Services Phase:
    - 1.4.2.1. Estimated Start Date: **April 1, 2017**
    - 1.4.2.2. Completion Date: **Fall 2018**
  - 1.4.3. **Master Project Schedule.** This Preliminary Project Schedule shall be the framework for the CMR’s Master Project Schedule and the CMR shall not provide a schedule that has later Completion Dates than indicated here, unless approved in writing by the County.

**2. PRECONSTRUCTION SERVICES PHASE.**

CMR shall perform management and coordination services and other reviews as necessary to verify that the drawings and specifications are clear and reasonably accurate to minimize the need for changes during the Construction Phase of the Project, including but not limited to the following:

- 2.1. **General Services.**
  - 2.1.1. Attend regular meetings between the Architect, the County, County site personnel, and any other applicable consultants of the County as required to discuss the Project, including budget, scope and schedule.
  - 2.1.2. Assist Architect with the preparation of a written record of all meetings, conferences, discussions and decisions made between or among the County, Architect and CMR.
  - 2.1.3. Assist the Architect with making formal presentations to the governing board of County.
  - 2.1.4. Prepare and update the preliminary Project schedule.
  - 2.1.5. Prepare and update the components of the Contract Price and shall be primarily in control of ensuring that the Project can and is constructed for no more than that amount.
  - 2.1.6. Assist County with plan approval, review, input, and timeframe for same;
  - 2.1.7. Provide review and comment upon geotechnical / soils investigation report;
  - 2.1.8. Provide review and comment upon survey of the Project site;
  - 2.1.9. Provide review and comment upon any environmental impact report (“EIR”) or other required California Environmental Quality Act (“CEQA”) documents with County’s CEQA consultant.

2.2. **Review of Design Documents.**

2.2.1. Pricing Options / Value-Engineering. Upon its receipt of design documents, CMR shall, within twenty-one (21) days, analyze the design documents and provide its opinion on options to reduce costs by revising scope or systems or, alternatively, options for receiving Subcontractor bids that include priced alternates for specific scope or systems so the County can utilize those prices to award a specific scope of work that will not exceed the GMP. CMR's analysis shall include, without limitation, a value-engineering components for County review and approval that:

2.2.1.1. Details areas of cost saving (e.g. construction processes/procedures, specified materials and equipment, and equipment or other aspects of the design documents that can be modified to reduce costs and/or the time for achieving final completion of the Project and/or to extend life-cycle and/or to reduce maintenance/operations costs, without diminution in the quality of materials/equipment/workmanship, scope or intended purposes of the Project);

2.2.1.2. Provides detailed estimate for proposed value-engineering items;

2.2.1.3. Defines methodology or approaches that maximize value; and

2.2.1.4. Identifies design choices that can be more economically delivered.

2.2.2. Constructability Review. Upon its receipt of design documents, CMR shall, within twenty-one (21) days, prepare detailed interdisciplinary constructability review that:

2.2.2.1. Ensures construction documents are well coordinated and reviewed for errors;

2.2.2.2. Identifies to the extent known, construction deficiencies and areas of concern;

2.2.2.3. Back-checks design drawings for inclusion of modifications;

2.2.2.4. Provides the County with written confirmation that:

2.2.2.4.1. Requirements noted in the design documents prepared for the Project are consistent with and conform to the County's Project requirements and design standards; and

2.2.2.4.2. Various components have been coordinated and are consistent with each other so as to minimize conflicts within or between components of the design documents.

2.2.3. Confirm Modifications to Design Drawings. If the County accepts CMR's comments, including the value-engineering and/or constructability review comments, CMR shall review the design documents to confirm that those comments are properly incorporated into the final design documents.

2.3. **Budget of Project Costs.**

2.3.1. At each stage of plan review indicated above, CMR shall ensure that its estimate of the Contract Price has not exceeded the budget for the Project. CMR shall advise the County and the Architect if it appears that the total cost of the Project may exceed the Contract Price established by the County and shall make recommendations for corrective action. CMR will further provide input to the County and Architect relative to value of

construction, means and methods for construction, duration of construction of various building methods and constructability.

- 2.3.2. In each portion of the Contract Price, CMR shall include values of scopes of work subdivided into component parts in sufficient detail to serve as the basis for progress payments during the Construction Phase. The Contract Price shall include, at a minimum, the following information divided into at least the following categories:

- 2.3.2.1. Overhead and profit;
- 2.3.2.2. Supervision;
- 2.3.2.3. General conditions;
- 2.3.2.4. Layout & Mobilization (not more than 1%);
- 2.3.2.5. Submittals, samples, shop drawings (not more than 3%);
- 2.3.2.6. Bonds and insurance (not more than 2%);
- 2.3.2.7. Close-out documentation (not less than 3%);
- 2.3.2.8. Demolition;
- 2.3.2.9. Installation;
- 2.3.2.10. Rough-in;
- 2.3.2.11. Finishes;
- 2.3.2.12. Testing;
- 2.3.2.13. Project Contingency;
- 2.3.2.14. Punchlist and acceptance.

CMR indicates its willingness and ability to enter into the CMR Contract to construct the Project for at or below that Contract Price, excluding unforeseen conditions or County-requested changes. This commitment is a component of the CMR Contract.

2.4. **Construction Schedule and Phasing Plan.**

CMR shall prepare a preconstruction schedule to guide the design team through to bid dates. The preconstruction schedule shall show the multiphases and interrelations of design, constructability review, and estimating. CMR shall also prepare a full construction schedule for the Project detailing the phasing and construction activities. CMR shall further investigate, recommend and prepare a schedule for the County's purchase of materials and equipment requiring long lead time procurement, and coordinate the schedule with the early preparation of portions of the Contract Documents by the Architect.

2.5. **Construction Planning and Subcontractor Bidding.**

- 2.5.1. CMR acknowledges that it is publicly bidding all Work that will be performed by Subcontractors and that the County will oversee but shall not control CMR's bidding process. Therefore, prior to bidding any of the Work to Subcontractors, CMR shall provide to the County for approval, a detailed, written process that the CMR will follow to bid the Work to Subcontractors which shall comply with all provisions of the Contract Documents including this subsection.
- 2.5.2. CMR shall provide to the County a written plan for the division of the construction activities of the Construction Phase work into subcontractor (trade contractor) bid packages.
- 2.5.3. Each bid package shall include a copy of all of the Contract Documents.
- 2.5.4. CMR may include, in the bid packages, legal terms and conditions standard to the CMR for the type and duration of the Subcontractor engagements contemplated by this Agreement, however, such terms and conditions shall not be such that they shall be considered onerous and likely to result in higher bid prices.

- 2.5.5. Bid packages shall be logical, inclusive, and distinct.
- 2.5.6. Notwithstanding County’s review of the bid packages, CMR warrants the bid packages developed shall conform to the provisions of the Agreement. Any omissions, errors, or ambiguities in the bid packages shall be construed against the CMR and in favor of the County.
- 2.5.7. Each bid package shall include a statement of Work specifying all Work to be performed by that subcontractor for the portion of the Work as shown in the Contract Documents to be solicited, and shall include a schedule or due dates that requires the performance of the Work within the timeframe established for such time in the Master Project Schedule for the Construction Phase of the Project. Bid packages shall only solicit fixed price bids or Time and Materials bids with a fixed not-to-exceed amount.
- 2.5.8. Bid packages shall be sufficiently comprehensive to secure competitive bids for provision of all of the Construction Phase Work of the Project, as documented in the approved Contract Documents.
- 2.5.9. Individual packages shall, if the County so directs, include a number of additive or deductive alternates acceptable to the County. If the bid packages developed include alternates that require the selection and use of particular other alternate(s) in order to ensure the constructability of the Project, the CMR shall identify them, in writing, to the County.
- 2.5.9.1. If appropriate, the Master Project Schedule will be provided in trade contractor bid packages. The trade contractor bid packages shall include sufficient information regarding the timing of Work being bid to ensure that the Project can be constructed within the approved Master Schedule for the Construction Phase of the Work, and shall provide terms and conditions that will inform prospective subcontractors that they will be bound to performance within the established schedule.
- 2.5.10. All bid packages shall be provided to the County as a single deliverable, and are subject to review by the County.
- 2.5.11. Upon the County’s written approval of the Subcontractor Bid Packages, the CMR is authorized to begin solicitations for subcontractor bidding.
- 2.5.12. **Subcontractor Bids.** CMR shall competitively bid the subcontractor bid packages as required herein and in the other Contract Documents, including without limitation:
- 2.5.12.1. CMR shall provide public notice of the availability of the work to be subcontracted in accordance with the publication requirements applicable to the competitive bidding process of the County that, at a minimum, are as stated in Public Contract Code section 20125, which states:
- “... cause an advertisement for bids for the performance of the work to be published pursuant to Section 6062 of the Government Code in a daily newspaper, or pursuant to Section 6066 of the Government Code in a weekly newspaper, of general circulation published in the county. If there is no such newspaper published in the county, the notice shall be given by posting in three public places for at least two weeks.”
- 2.5.12.2. In addition, CMR shall advertise in trade venues acceptable to the County and solicit qualifications from a sufficient number of subcontractors for each bid package to ensure at least three (3) qualified subcontractors result from this solicitation.



- 2.5.12.3. All subcontractors bidding on the Project shall be afforded the protections of the Subletting and Subcontracting Fair Practices Act (Cal. Public Contract Code §§4100 et seq.).
- 2.5.12.4. When the County has agreed in writing that at least three (3) qualified subcontractors for a bid package have been selected, CMR shall issue those bid packages to the identified subcontractors.
- 2.5.12.5. CMR shall conduct pre-bid conferences. CMR shall coordinate with County and the Architect in responding to subcontractor questions or providing clarification to all subcontractors.
- 2.5.12.6. CMR shall receive subcontractor bids for bid packages and shall verify:
  - 2.5.12.6.1. Completeness;
  - 2.5.12.6.2. That each subcontractor has agreed to be bound by Contract Documents; and
  - 2.5.12.6.3. That each subcontractor has agreed to perform within a period of time that will ensure Completion of the Project in accordance with the Master Schedule.
- 2.5.12.7. Provided that each subcontractor bid complies with all of the above, the subcontractor bid shall be considered a conforming bid unless otherwise directed in writing by the County. If insufficient conforming subcontractor bids are received, CMR shall repeat the above solicitation process until CMR receives at least three (3) conforming subcontractor bids.
- 2.5.12.8. When sufficient conforming subcontractor bids have been received, the CMR, under the observation of the County and the Architect, shall identify that combination of bids and alternates as the County may elect to accept that has the best value while ensuring the timely construction of the Project and compliance with County programs set forth in the Contract.

**2.6. Calculation of GMP.**

- 2.6.1. Based on the GMP that the CMR provides to the County, pursuant to the Contract Documents, the County shall have the option to take the following action:
  - 2.6.1.1. Proceed with the Construction Phase of the Project;
  - 2.6.1.2. Terminate this Agreement;
  - 2.6.1.3. Provide additional funds as required to authorize the Project; or
  - 2.6.1.4. At the County's option and as a negotiated service, have the Architect or Engineer and CMR repeat the appropriate and necessary activities of the Preconstruction Services Phase, with the goal of modifying the Design Documents or period of proposed construction to reduce the total cost of the resultant combination of bids and alternate. CMR shall endeavor to mitigate any time lost due to re-bids or due to the time needed for the County to obtain any additional funding when revising the Master Schedule for the Construction Phase of the Project. Until GMP acceptable to the County is reached, this re-bidding process may be repeated a second time at the discretion of the County, and the County shall have the same options specified above.
  - 2.6.1.5. If the second re-bid fails to produce a total construction cost less than or equal to an amount acceptable to the County, this Contract may be terminated by the County.

- 2.7. In the event of termination, CMR shall be paid in full for all Services provided through the end of

the Preconstruction Services Phase, and neither Party shall have any further claims or liability for damages to the other with regard to the Services provided for in this Contract.

- 2.8. CMR shall, upon authorization of the Construction Phase by the County, provide the Construction Services. CMR shall warrant the subcontractor bid packages against “scope gaps,” ambiguities, conflicts, or omissions.

### 3. CONSTRUCTION SERVICES PHASE.

- 3.1. Upon County’s authorization of the Construction Phase of this Contract, County shall issue a Notice to Proceed to CMR to begin the Construction Services Phase of the Project in accordance with the approved Contract Documents and the Master Schedule.
- 3.2. CMR shall provide the Construction Services and shall be responsible for the construction of the Project pursuant to the Contract Documents.
- 3.3. CMR shall be paid not more than the GMP price for the Work. Payments will be made in accordance with the Contract Documents.
- 3.4. CMR shall enter into contracts with the subcontractors responsible for the bid / alternates selection that resulted in the GMP price to perform the Construction Services.
- 3.5. The CMR shall conduct preconstruction conference(s) with the subcontractors, Architect, Project construction and safety inspector(s), Project Manager and other appropriate persons. At these meetings, CMR shall prepare necessary documents or schedule appropriate persons to explain the specific Project requirements, as follows:
  - 3.5.1. The meeting agenda;
  - 3.5.2. A list of construction procedures for clarifications, Field Directives, Change Orders, shop drawings, progress payments, field testing and inspection;
  - 3.5.3. The construction quality management program;
  - 3.5.4. The safety program; and
  - 3.5.5. The pre-construction conference notes
  - 3.5.6. The PSCBA.
- 3.6. **SWPPP.** CMR shall be the Qualified SWPPP Practitioner (“QSP”) on the Project and shall ensure the Project Site is compliant with the State Water Resources Control Board (SWRCB) National Pollutant Discharge Elimination System (NPDES) General Permit for Storm Water Discharges Associated with Construction and Land Disturbance Activities (Order # 2009-0009-DWQ as amended by 2010-0014-DWQ & 2012-0006-DWQ). This includes but is not limited to: installation and maintenance of best management practices (BMPs) as designed in the approved project SWPPP, coordination with the project’s Qualified SWPPP Developer, handling and treatment of storm and non-storm effluent, and mitigation of construction related pollution at all times.
- 3.7. **CEQA.** CMR shall incorporate and implement into its Work, all mitigation measures indicated in the County’s environmental impact report or County’s other required California Environmental Quality Act (“CEQA”) documents.

**Exhibit “B” – CMR CONTRACT**  
**Maps of Project Sites**

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**Exhibit “C-1” – CMR CONTRACT**

**Services: Costs & Schedule**

**Preconstruction Services**

**Preconstruction Services Price Breakdown Payment Schedule**

<b>CMR’s Fee for Preconstruction Services</b>	<b>\$ _____</b>
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**Exhibit “C-2” – CMR CONTRACT**

**Services: Costs & Schedule**

**Construction Phase Price Breakdown Payment Schedule**

**[INCLUDE A DETAILED PRICE BREAKDOWN FOR EACH AREA OF PROJECT SITE THAT COUNTY CAN UTILIZE FOR COST TRACKING, ACCOUNTING AND PAYMENT PURPOSES, IN ADDITION TO A SCHEDULE OF VALUES FOR EACH SITE.]**

**NOTE: THIS EXHIBIT TO REMAIN BLANK FOR THE INITIAL AWARD AND ONLY COMPLETED WITH CONSTRUCTION AMENDMENT**

**Guaranteed Maximum Price (GMP).** In consideration of the foregoing covenants, promises, and agreements, CMR offers to perform the Work in the Construction Phase according to the Contract Documents. County covenants, promises, and agrees that it will pay and cause to be paid to Contractor in full, and as the GMP the amount(s):

Zero Dollars

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(\$ 0.00 ),

The CMR’s total compensation for the Construction Phase is the <b>Guaranteed Maximum Price (GMP)</b> , which is the total of the sub-amounts (grey boxes) below.	\$ _____
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<b>Total Direct Cost of the Work</b> , which is the sum of all Subcontractor Costs detailed below, <u>including</u> all Subcontractor bond costs or CMR-provided contractor default insurance protection in lieu of Subcontractor bonds.	\$ _____
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<b>CMR Self-Performed Work</b>	\$ _____
<b>Subcontractor:</b>	\$ _____
<b>Scope:</b>	
<b>Subcontractor:</b>	\$ _____
<b>Scope:</b>	
<b>Subcontractor:</b>	\$ _____
<b>Scope:</b>	
<b>Subcontractor:</b>	\$ _____
<b>Scope:</b>	
<b>Subcontractor:</b>	\$ _____
<b>Scope:</b>	
<b>Subcontractor:</b>	\$ _____
<b>Scope:</b>	

<b>Scope:</b>	
<i>Add additional Subcontractors and scope as needed</i>	

<b>CMR's Fee</b> (Including all profit and overhead), which must be stated as a dollar amount and shall not be a percentage of any other amount.	\$ _____
<b>Total of CMR's General Conditions in its performance of the Work,</b> which is the sum of all items detailed below.	\$ _____



<b>Project Contingency</b> (_____ % of Direct Cost of the Work).	\$ _____
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<b>Total Allowance(s) which is the sum of all Allowances detailed below</b>	<b>\$ _____</b>
Allowance – _____.	\$ _____
Allowance – _____.	\$ _____
Allowance – _____.	\$ _____

The above Allowances are within the GMP only to the extent CMR has performed Work encompassed by the Allowance description, CMR has appropriately invoiced for that Work, and County has approved CMR’s invoice. CMR shall invoice only for components of the Work encompassed by the Allowance description, in the identical structure as a Change Order. The unused portion of each Allowance shall be retained by the County.

The GMP shall be paid in lawful money of the United States pursuant to the payment provision in the General Conditions. This amount supersedes any previously stated and/or agreed to amount(s).

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**Schedule of Values  
Per the**

**“Schedule of Work, Schedule of Submittals, and Schedule of Values” Section of the General Conditions**

CMR shall prepare a detailed Schedule of Values for all of the Work that must include quantities and prices of items aggregating the Contract Price and must subdivide the Work into component parts in sufficient detail to serve as the basis for progress payments during construction. This schedule of values must be approved by the County prior to it being used as a basis for payment.

<u>Schedule of Values</u>		
<u>Activity Name</u>		<u>Percent of Total</u>
<u>Notice to Proceed</u>		___ %
<u>Preconstruction Work</u>		___ %
	_____	___ %
	_____	___ %
	_____	___ %
	_____	___ %
<u>Notice to Proceed</u>	_____	___ %
<u>Construction</u>		___ %
	_____	___ %
	_____	___ %
	_____	___ %
	_____	___ %
<u>Final Completion</u>	Training	___ %
	Punch List	___ %
		<b>100%</b>



**Construction Schedule for Each Site  
Per the  
“Schedule of Work, Schedule of Submittals, and Schedule of Values” Section of the General Conditions**

**Milestone Schedule**

The days indicated below will begin once the County issues Notice(s) to Proceed for the Project. This Milestone Schedule includes important milestones while the detailed CPM Construction Schedule is below.

- The County intends to issue Notice(s) to Proceed for the Preconstruction Phase within ten (10) days of Board approval of the Contract and for the Construction Phase on or about **March 30, 2017**. The County reserves the right to issue the Notice(s) to Proceed later without impacting the overall duration to complete the Work specified in the Notice to Proceed or increasing the County Price.
- County shall provide Notice(s) to Proceed to CMR pursuant to the County at which time CMR shall proceed with the Work.
- County has sole discretion to issue Notice(s) to Proceed related by phase(s), by scope(s) of Work, by Site(s), based on funding authorization(s) or allocation(s), or any other basis as determined by County.

**Project Schedule (Critical Path – Cost Loaded Schedule).** Prior to performing any work on the Site(s), the CMR shall provide for the County’s review and approval, a detailed, critical path method schedule (cost-loaded) to the County that complies with the schedule and milestone(s) for each Site as indicated herein. Once approved, this shall become the “Project Schedule.” CMR shall update this critical path method schedule (1) monthly at the same time it submits its Application for Payment and (2) at any time requested by the County.

**Float.** All Project float in the Project Schedule is a resource available to both the County and the CMR.

Site	DATE
MILESTONE	DATE
Award of Contract	
Notice to Proceed for Preconstruction Phase	
County Approves Final Construction Documents	
Notice to Proceed for Construction Phase	
Construction Begins	
<b>Other Important Milestone</b> *	
<b>Other Important Milestone</b> *	
<b>Completion</b> *	

“ \* ” Indicates a milestone date to which liquidated damages apply. Liquidated damages will accrue cumulatively if more than one milestone is missed per the Contract Documents.

**[INCLUDE A DETAILED CPM CONSTRUCTION SCHEDULE THAT MEETS ALL THE MILESTONES IN THE MILESTONE SCHEDULE]**

**Exhibit “D” – CMR CONTRACT**  
**CMR Key Personnel**

[INSERT CMR KEY PERSONNEL FOR PROJECT]

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