

**SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**

767



FROM: Economic Development Agency/Facilities Management

SUBMITTAL DATE:
December 5, 2013

SUBJECT: East County Parking Structure – Approval of Short List Selections and Approval of Design Build Process, District 4, [\$0],

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the short list of selected Design Build Teams for the East County Parking Structure Project as set forth in Exhibit A; and
2. Approve the Design-Build Request for Proposals (RFP) and authorize the Economic Development Agency (EDA) to issue the RFP to the short listed Design-Build Teams.

**BACKGROUND:
Summary**

(Commences on Page 2)

Lisa Brandl for
Robert Field
Assistant County Executive Officer/EDA
By: Lisa Brandl, Managing Director

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost:	POLICY/CONSENT (per Exec. Office)
COST	\$ 0	\$ 0	\$ 0	\$ 0	Consent <input type="checkbox"/> Policy <input checked="" type="checkbox"/>
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0	

SOURCE OF FUNDS: N/A

Budget Adjustment: No
For Fiscal Year: 2013/14

C.E.O. RECOMMENDATION:

APPROVE

BY: *Rohini Dasika*
Rohini Dasika

County Executive Office Signature

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Jeffries, seconded by Supervisor Ashley and duly carried, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Jeffries, Stone, Benoit and Ashley
Nays: None
Absent: Tavaglione
Date: December 17, 2013
xc: EDA

Kecia Harper-Ihem
Clerk of the Board
By: *Kecia Harper-Ihem*
Deputy

Prev. Agn. Ref.: 3-6 of 10/1/13

District: 4/4

Agenda Number:

3-8

Departmental Concurrence

BY: *M. Victor* MARSHAL VICTOR DATE: 12/5/13

- A-30
- Positions Added
- 4/5 Vote
- Change Order

SUBMITTAL TO THE BOARD OF SUPERVISORS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

Economic Development Agency/Facilities Management

FORM 11: East County Parking Structure – Approval of Short List Selections and Approval of Design Build Process, District 4, [\$0], Eastern Region Detention Center Project Budget

DATE: December 5, 2013

Page 2 of 3

BACKGROUND:

Summary

On July 16, 2013, the Board of Supervisors approved and adopted the Final Environmental Impact Report (EIR) for the East County Detention Center (ECDC) project and its companion project, the East County Parking Structure located at the intersection of Plaza Avenue and Oasis Street in the City of Indio. This new 1,610 bed detention facility has necessitated the demand for increased parking infrastructure facilities.

On October 1, 2013, the Board of Supervisors approved and authorized EDA to issue the Pre-Qualification Package for Design-Build Contractors for the purpose of compiling a list of Pre-Qualified Entities for the East County Parking Structure.

The parking structure will consist of a three-level covered structure with photovoltaic (PV) panels on the roof to generate solar energy. The parking structure would have a general height of 24 ft. with an additional 20 ft. for elevator housing (44 ft. at the highest point) and would include at least 800 parking spaces for the new law building, jury parking, overflow from the law library, supplemental parking during the Riverside County National Date Festival, and other additional parking services.

The Local Agency Public Construction Act (Public Contract Code Section 20100 et seq.) and Uniform Public Construction Cost Accounting Act (Public Contract Code Section 22000 et seq.) requires officials to invite bids for construction projects and award contracts to the lowest responsible bidder. This Design-Bid-Build method is the traditional approach to public works construction. By contrast, the Design-Build method allows counties to procure both design and construction services from a single company before the development of completed plans and specifications. With Board approval, the county can utilize an alternative procedure for bidding on construction projects in excess of \$2,500,000 and award the project using either the lowest responsible bidder or by best value. It is proposed that this project using the Design-Build method, be awarded based on the best value procedure.

A selection committee was formed that included representatives from EDA, the Sheriff's Department, Hellmuth, Obata and Kassabaum (HOK) and Vanir Construction Management to review each Design-Build team's qualifications. After review of the submitted Pre-Qualifications responses, the Design-Build teams selected were Clark Pacific, McCarthy, Swinerton Builders, and Webcor as the entities best suited to provide Design-Build solutions for the project.

It is recommended that the Board approve the short list selections, approve the Design-Build RFP, and authorize EDA to issue the RFP to the short listed Design-Build Teams.

Impact on Residents and Businesses

(Commences on Page 3)

SUBMITTAL TO THE BOARD OF SUPERVISORS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

Economic Development Agency/Facilities Management

FORM 11: East County Parking Structure – Approval of Short List Selections and Approval of Design Build Process, District 4, [\$0], Eastern Region Detention Center Project Budget

DATE: December 5, 2013

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Impact on Residents and Businesses

Approval of the Design-Build RFP and authorization of EDA to issue the RFP to the short listed Design-Build Teams will position the county to expedite the construction of the parking structure to meet the State's award of Assembly Bill 900 funding. This effort will enhance public safety and provide job creation, thus providing positive impacts to area residents and businesses of Indio.

There are no environmental impacts associated with this action.

SUPPLEMENTAL:

Additional Fiscal Information

All costs associated with this project will be reimbursed from Eastern Region Detention Center project funds, thus no net county costs will be incurred.

Attachment:

Exhibit A - Short List of Design Build Entities
Design Build Request for Proposals

EXHIBIT A

SHORT LIST OF DESIGN BUILD ENTITIES RECOMMENDED FOR BOARD APPROVAL

FOR:

**Project: East County Parking Structure
PROJECT NO.: FM08110005573**

Clark Pacific

McCarthy

Swinerton Builders

Webcor

THE COUNTY OF RIVERSIDE ECONOMIC DEVELOPMENT AGENCY

REQUEST FOR PROPOSAL (RFP)

FOR

DESIGN-BUILD SERVICES



FOR THE

COUNTY
PARKING STRUCTURE

Indio, California

Issued by:
Rizaldy Baluyot
Project Manager
COUNTY OF RIVERSIDE
3403 Tenth Street, Suite 500
Riverside, CA 92501

Project Manager:
Peter M. Watts
Vanir Construction Management, Inc.
290 North D Street, Suite 900
San Bernardino, CA 92401
Phone (909) 384-1785
Facsimile: (909) 381-7534

Issued: _____

FORM APPROVED COUNTY COUNSEL
BY: MLV 12/5/13
MARSHA L. VICTOR DATE

COUNTY PARKING STRUCTURE
REQUEST FOR PROPOSAL STEP 2
NOTICE TO PROPOSERS

NOTICE INVITING BID TO PRE-QUALIFIED, SHORTLISTED PROPOSERS

Subject to conditions prescribed by the County of Riverside, sealed proposals for a design-build contract are invited from pre-qualified and shortlisted proposers for the following work:

DESIGN-BUILD SERVICES FOR THE COUNTY PARKING STRUCTURE DESIGN-BUILD PROJECT

NOTICE IS HEREBY GIVEN THAT THE COUNTY OF RIVERSIDE ECONOMIC DEVELOPMENT AGENCY ("County"), will receive sealed Part 2 Proposals for the design and construction, on a Design/Build Contract Basis, the Work generally described as the COUNTY PARKING STRUCTURE PROJECT ("Project"), no later than _____.

To be considered, the potential Design/Build Entity ("DBE") must have successfully completed prequalification and been shortlisted as required by the initial step of the RFP process conducted in November 2013 (see listing of DBEs below). All Mandatory Design Consultants and Subcontractors shall hold an appropriate license for their design discipline. Failure of a single-entity DBE to possess and have maintained the required license shall cause their proposal to be deemed non-responsive. Failure of a joint venture DBE to be properly licensed by the date of Contract award will result in forfeiture of the Proposal Security and loss of the Contract. Failure of Mandatory Design Consultant or Subcontractors to possess the required license on the Proposal Deadline shall require the DBE to substitute licensed design professionals and specialty trade contractors, as applicable, prior to award of the Contract without additional cost. This Project is prevailing wage and will be subject to the institution of a Labor Compliance Program.

The County's competitive selection process is proceeding in two steps.

- **Step 1** was the prequalification phase of the DBE and included shortlisting to establish the four (4) qualified and highest ranked prequalifying entities that will be invited to participate in Step 2. [**Completed**]
- **Step 2 RFP** is the technical proposal from the DBE. Only those Design/Build Entities that are successfully qualified and shortlisted in Part 1 will be allowed to participate in Step 2.

As result of Step 1 of the RFP, the following DBEs have been pre-qualified and shortlisted to submit proposals on this Project and are the *only* DBEs authorized to participate in Step 2:

****The order of the list does not signify a ranking order****

1. Clark Pacific
Point Of Contact: Thomas Ketron
Address: 1980 S. River Rd., West Sacramento, CA 95691
Email: tketron@clarkpacific.com
Phone: 916-371-0305
2. McCarthy
Point Of Contact : Alan J. Carroll
Address: 20401 S.W. Birch St., Newport Beach, CA 92660
Email: acarroll@mccarthy.com
Phone: 949-851-8383

COUNTY PARKING STRUCTURE
REQUEST FOR PROPOSAL STEP 2
NOTICE TO PROPOSERS

3. Swinerton
Point Of Contact: Jerry Mejia
Address: 17731 Mitchell North, Ste. 200, Irvine, Ca 92614
Email jmejia@swinteton.com
Phone 949-622-7000
4. Webcor
Point Of Contact: Mark Turner
Address: 550 S. Hope St., Ste. 2100, Los Angeles, CA 90071
Email: mturner@webcor.com
Phone: 213-239-2800

SUBMISSION OF RFP STEP 2 PROPOSALS

During the proposal and evaluation process, Vanir Construction Management, Inc. (Vanir) is the contact point for any inquires or information relating to the RFP. Only if authorized by this County contact, may other County staff or consultants provide information to DBE. Any violation of this procedure may be grounds for disqualification of the DBE.

RFP Step 2 Proposal documents will be available _____ and will be issued to the pre-qualified and shortlisted proposers via electronic notification indicated in the firm's Request for Pre-Qualification package. County will issue a public notice regarding the opportunity for subcontractors to submit proposal directly to County pre-qualified DBEs for this project. **Pre-qualified proposers shall send the facsimile acknowledgement of receipt of RFP (RFP - Exhibit 'E') to Peter Watts by _____.** Vanir will notify all registered Design/Build Entities of any addenda. **It is solely the responsibility of each DBE to ensure that they receive any and all addenda.** Requests for Clarification of the process or Requests for Information for the documents may be submitted to Peter Watts by fax, (909) 381-7534, and/or email, peter.watts@vanir.com, no later than _____.

Proposals must be received on or before: _____ and will be received only at the address listed below:

Rizaldy Baluyot
Supervising Project Manager
County of Riverside
3403 Tenth Street, Suite 500
Riverside, CA 92501

Proposals shall be submitted in sealed envelopes as further described in Section 2.3 of this RFP and, clearly marked:

**County of Riverside Economic Development Agency
Proposal for the
COUNTY PARKING STRUCTURE
DBE Business Name & Business Address**

Bid/Proposal bond in the amount of 10% of the Lump Sum Base Proposal, excluding alternates, shall accompany each proposal. The surety issuing a Proposal bond shall be, on the proposal deadline, an admitted surety insurer (as defined in the California Code of Civil Procedure Section 995.120)

The successful proposer and its subcontractors will be required to follow the nondiscrimination requirements set forth in the proposal documents.

In accordance with the provisions of the California Labor Code, the Director of Industrial Relations has ascertained the general prevailing rates of wages and the general prevailing rates for legal holiday and overtime work in Riverside County. Copies of said rates are on file at the office of the Economic Development Agency of County. The successful bidder/proposer shall be subject to a Labor Compliance program on this project as required by Public Contract Code 20133.

The successful proposer will be required to have the following California contractor's license at the time of the proposal opening: General Building – B.

General Description of Work

The County is seeking a DBE for the design and construction of the Project. The Parking Structure will be built on County owned land located in Indio, California.

The County proposes that for the purpose of this Project, the Project site will be fully developed for this facility with access from Plaza Street and Oasis Street. The Project will be a multi-level Parking Structure with a minimum of 800 stalls, lighting, hardscape, landscape and off-site improvements. The selected DBE will be required to provide a turnkey facility.

The County will be contracting for this Project and will provide funding. The facility must be designed and constructed to qualify for LEED certification under the Leadership in Energy and Environmental Design Green Building Rating System. The facility must earn the minimum points to qualify under the performance rating of "Certified."

The selected DBE's Civil Engineer will provide the final site survey, including perimeters and controls for the Project as well as the Water Quality Management Plan (WQMP). These requirements shall be included as a component of this RFP proposal submittal.

The target allowable design and construction cost for this Project is Ten Million One Hundred Thousand Dollars, (\$10,100,000).

All design and construction Work must be completed within Two Hundred and Eighty One (281) calendar days after the Date of Commencement established in the County's initial Notice to Proceed.

General Description of Request for Proposals Step 2 Process

The County seeks to develop a Parking Structure, based on the project description provided in this RFP. Pre-Qualified and Shortlisted Proposers identified during the Request for Proposals Step 1 will submit Step 2 Technical and Cost Proposals that will be evaluated by the County's Evaluation Panel based on a pre-determined and published point system. Each team will submit its proposal and, following initial review by the County Evaluation Panel, will have an opportunity to present its team and proposal during an interview. Points will be assigned to five categories, consistent with the requirements of PCC 20133 as follows:

Technical Design & Construction Expertise Based on RFP Review – 25%

Skilled Labor Force Availability Based on RFP Review – 15%

Safety Based on RFP Review – 10%

Fixed, Lump Sum Proposal Price/Best Value – 20%

Technical Design & Construction Expertise Based on Interview – 30%

Technical Qualifications will be evaluated based on each DBE's prior cast-in-place or pre-cast, long span, post tensioned parking structure and public parking structure experience, and design build projects of similar scope and complexity.

The County Evaluation Panel will evaluate a limited presentation of a site design package developed by each DBE. The presentation submittal will encompass the parking structure, landscape, hardscape and civil design sufficient to demonstrate the DBE's understanding of the Project requirements. This limited site development package, will be accompanied with a narrative by each DBE outlining its proposed process for implementing the Project's key challenges through a design-build process.

Submittal and Evaluation detail are provided in Section 2.5 and 2.6 of the Step 2 RFP.

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- Exhibit C: Payment & Performance Bonds
- Exhibit D: Proposal Packet
- Exhibit E: Fax and/or email Acknowledgement
- Exhibit F: Scope of Work
- Exhibit G: Performance Narrative
- Exhibit H: Example Parking Structure Drawings
- Exhibit I: General Requirements
- Exhibit J: Topographic Map
- Exhibit K: Survey
- Exhibit L: Geotechnical Investigation Report
- Exhibit M: Utility Information

1.0 INTRODUCTION & PROJECT DESCRIPTION

1.1 INTRODUCTION

The County of Riverside (County) has decided to utilize the Design-Build method of Project delivery for this Project. The reason for this decision by the County Board of Supervisors (Board) was to ensure that the Riverside County Staff, Sheriff's Department and the Public receive the highest quality facility at the most economical price. To best utilize this process, the County is providing clear instructions to the Design-Build Entities and its Team Members (DBE) regarding the Project requirements.

Enabling legislation has been passed by the California Legislature, which allows the County to award Projects with a total Project cost of over \$2,500,000, using a Design-Build Project delivery methodology. The undertaking and accomplishment of this Project is required by state law to comply with the requirements of Public Contract Code 20133 and other provisions of state and federal law applicable to this Project. Nothing in this RFP is intended nor should be interpreted as contravening the provisions of that code. The DBE shall be fully knowledgeable of, and shall comply with, the provisions of Public Contract Code 20133 and other provisions of state and federal law applicable to this Project.

The scope of the Project includes all disciplines necessary to completely design (based on the Project Criteria furnished by the County as part of the Request for Proposals (RFP) process) and construct the Project (based on detailed Construction Documents prepared by the successful DBE, that are reviewed by County and approved by the governing agencies), including, without limitation, all on-site and off-site work as prescribed.

1.2 PROJECT DESCRIPTION

The County of Riverside Economic Development Agency ("County") is seeking a Design/Build Entity for the design and construction of the new County Parking Structure. The new County Parking Structure will be built on County owned land located in the City of Indio, California. The County will be contracting for this Project and will provide funding.

The facility must be designed and constructed to qualify for LEED certification under the Leadership in Energy and Environmental Design Green Building Rating System. The facility must earn the minimum points to qualify under the performance rating of "Certified." Minimum LEED Certification means that the design must meet all LEED prerequisites, without considering County contributions. Proposals specifying a higher level of LEED Certification by exceeding all LEED prerequisites, without considering County contributions, will receive higher scores accordingly. The DBE must submit a preliminary LEED Registered Project Checklist with their response to the RFP. The final LEED Registered Project Checklist must be submitted to the County prior to the completion of the Project along with official notice from LEED that the completed Project is "Certified".

The selected Design-Build Entity shall provide design and construction to satisfy the documents set forth herein. The County has provided the soils investigation report as part of this RFP (Exhibit L). The selected DBE's Civil Engineer will provide the final site survey, including perimeters and controls for the Project as well as the Water Quality Management Plan (WQMP).

PROJECT SUMMARY (Scope and Program are more fully described in Exhibit F, G, H & I)

- A. Site: Approximately 5.5 acres to be developed including but not limited to:
1. Parking Structure:
 - a. 800 parking stalls minimum (County wishes to maximize the parking stall quantity for the stated budget)
 - b. Cast-in-place or pre-cast long span, post tensioned structure
 - c. Ground level, access controlled County parking with 1 office & toilet rooms.
 - d. All other levels to be public parking
 - e. Shade structures for all top level parking, capable of future photovoltaic panel installation
 - f. Hardscape
 - g. Landscape
 - h. Access from both Plaza and Oasis streets
 - i. Fire access lanes (20' wide) on south and east side
 - j. Automatic pay machine(s)
 - k. Elevator (s)
 - l. Video Surveillance
 - m. Exterior finishes to compliment new jail, East County Detention Center
 2. Alternate: Top level parking shade structures with photovoltaic panels
- B. Offsite Development:
1. Water: Indio Water Authority
 2. Sewer: Valley Sanitary District
 3. Electricity: Imperial Irrigation District
 4. Gas: The Gas Company
 5. Storm Water: City of Indio
 6. Telephone: Verizon
- C. Budget:
- The target allowable design and construction cost for the Project, inclusive of the design and all other services to be performed under the design-build contract, is Ten Million One Hundred Thousand Dollars, (\$10,100,000).
- D. Schedule: All design and construction Work must be completed within Two Hundred and Eighty One (281) **calendar days after** the Date of Commencement established in the County's initial Notice to Proceed.

PROPOSAL DOCUMENTS SECTION 2

2.0 SUMMARY OF REQUEST FOR PROPOSAL PROCESS

2.1 INFORMATIONAL SUMMARY

The provisions of this Section are intended to summarize for the DBE the process that the County intends to follow with respect to issuance of its RFP, consideration of Design-Build Proposals from DBE, and award of the Design-Build contract. This summary is provided for the convenience of the DBE's and should not be interpreted as a complete or definitive statement of all procedures, conditions, requirements or standards that may apply to any of the aforementioned processes. The County reserves the right, at any time and in the exercise of its sole and absolute discretion, to modify such procedures, conditions, requirements or standards, by changes, additions or deletions thereto.

The process to select the DBE to implement this Project includes two steps:

- **Step 1** is the prequalification phase of the DBE and includes shortlisting to establish the four (4) qualified and highest ranked prequalifying entities that will be invited to participate in Step 2. (*Step 1 is complete*).
- **Step 2 RFP** is the technical and fixed, lump sum price proposal from the DBE. Only those Design/Build Entities that are successfully qualified and shortlisted in Part 1 will be allowed to participate in Step 2.

The services sought by this RFP include all customary services normally provided under the umbrella of the design-build method of Project delivery. This includes, but is not limited to, full design services, agency approvals, construction, surveys, utility coordination, procurement, scheduling, estimating, value engineering, general contracting, building commissioning, Project closeout, and warranty services. The completed Project is to be a fully functioning facility as described in the contract between the County and DBE.

Upon review of the submitted Step 2 Proposals, the County will interview all DBEs. The proposing DBEs' proposals and interviews will be ranked based a published point system established to determine the "best value" to the County. After the interviews and the determination by the selection panel of the apparent "best value" proposer, the highest ranking DBE and the County will enter into negotiations as further described in Section 2.4. Pending completion of successful negotiations, the highest ranking "best value" proposer will be recommended for award to the Board of Supervisors of Riverside County.

Following Board authorization, the selected DBE will enter into a contract to design and construct the Project for the County. For purposes of this solicitation, a DBE is defined as the entity that will be awarded a contract for the complete design and construction of the Project and all of its key design and subcontractor members, either pre-qualified or added at a later date per the terms of the Contract Documents. The resulting contract for design-build services will include a complete scope of work for all elements of the design-build process including, but not limited to, survey, design, construction management/Project management, and construction services necessary for the Project which include site and off-site work, buildings, landscaping, and all construction services necessary to complete the Project in a condition ready for occupancy. The County will review the DBE's management of design

and construction of the Project to ensure compliance with the Contract Documents.

The County is requesting proposals for Design-Build services for the Project through a RFP process. Each response to the RFP must propose a business offer that will result in the delivery of a Project of a high level of design and technical quality in accordance with the architectural and engineering program and design narrative, Example drawings as basis for design, issued with the RFP (Exhibits F through M).

In all instances, the DBE selected for the Project will be at-risk for completing the Project for the stipulated fixed, lump sum price, within the amount or amounts established in the RFP, and guaranteeing completion in sufficient time to allow the facility to be operational at such time as required by the County.

The issuance of a RFP constitutes only an invitation for DBE's to present their competitive proposals. The County reserves the right to determine, in its sole discretion, whether any aspect of the Proposal satisfactorily meets the criteria established in the RFP and the right to seek clarification from any DBE submitting Proposals. The County also reserves the right to reject any or all Proposals received as a result of this solicitation; to extend the Proposal due date for RFP's; to modify, amend, reissue or rewrite this RFP document; and to procure Design-Build services by other means. In the event the RFP is withdrawn by the County prior to the receipt of RFP Proposals, or if the County does not proceed for any reason, the County shall have no liability to any DBE, Team, Contractor, Architect or other Team member, for any costs or expenses incurred, in connection with the preparation and submittal of a response to this RFP.

The DBE's are provided a sample Design-Build Agreement, Design-Build General Conditions, General Requirements, as well as a Scope of Work, Architectural and Engineering Program Narrative, Example Drawings, Geotechnical Report, and Topographic Map and Survey prepared specifically for this Project, along with various reference information regarding utility service and development standards (see RFP Exhibits).

All items normally included in a Parking Structure should be included in each proposal, whether or not specifically mentioned. The design competition evaluation will take into consideration how each DBE balances budget with design, so DBE's who exclude items normally included in an aquatic center, because they are not specifically referenced, or quantified will likely receive a lower score.

All information submitted for evaluation during the RFP proposal process will be considered official information acquired in confidence, and the County will maintain its confidentiality to the extent permitted by law.

Liquidated Damages will be assessed for Project delays by the DBE. Please reference the Design-Build General Conditions included as part of this RFP (Exhibit B) and the Design-Build Agreement also included (Exhibit A) for specifics on Liquidated Damages.

The Board of Supervisors for the County of Riverside will issue a written decision supporting its Award of the Design-Build contract to the successful Proposer, stating the basis of the Award. The identity of the successful Proposer will be publicly announced, along with the County's second, third and fourth ranked DBEs.

2.2 THE OWNER'S CONSULTANT TEAM INCLUDES:

Project/Construction
Management:

Vanir Construction Management, Inc.
Peter Watts (Contact Person)
Office: (909) 384-1785
Cell: (909) 659-6959
Email: peter.watts@vanir.com

Architect:

HOLT Architecture
Cameron Stewart
Office: (760) 328-5280
E-mail: cstewart@holtarchitects.com

HOK
April Lenkey
Office: (310) 838-9555
E-mail: april.lenkey@hok.com

The Owner's consultants listed above are engaged in the preparation and support of the RFP, and may *not* participate as members of or as sub-consultants to any DBE seeking to prequalify or propose for this Project.

2.3 PROPOSAL SUBMITTAL & SELECTION

Overview

This RFP process follows a 2-Step Request for Pre-Qualifications (RFQ) process. Step 1 – Prequalification and Short Listing resulted in the development of a list of four pre-qualified and short listed DBEs to participate in the Step 2 Proposal Submittal process. Following the County's selection panel's review of the submitted Step 2 Proposals, the County will invite all pre-qualified and shortlisted DBEs that submitted a Step 2 Proposal, to a structured one-hour interview. During the interview, each DBE will present their team and Project approach to the County's selection panel. The selection panel will evaluate the DBEs' proposals and interviews relative to the price, technical design and construction expertise, skilled labor force availability and acceptable safety record. This evaluation by the County's selection panel, based a published point system provided in Section 2.6, will establish the ranking of all DBE Proposers and the recommended selection of the DBE determined to provide the apparent "best value" to the County.

Following the determination of the "best value" proposer, the selection panel will start negotiations with the apparent "best value" DBE and, if not successful, move to the second DBE and so on. The negotiations will be focused around meeting the County design/program requirements, budget and schedule goals. Value Engineering could be a part of the negotiation process.

Agreement by any DBE to enter the competition and submit responses to the RFP indicates it will comply with the procedures outlined in this RFP. All materials submitted by the DBE's will become the property of the County. The County may use the materials submitted by the DBE's for any purpose, including incorporating the materials into the selected design concept.

The Design-Build competition will require submittal of materials and information summarized in Section 2.5 of the RFP including a fixed, lump sum price. This competition will require the highest

order of design and quality possible, with acknowledgment that the selected DBE must comply with all Performance Narrative requirements and with consideration to example drawings within, and as close as possible to the pre-established target cost for the complete Project.

Proposal Preparation & Submittal

During the proposal and evaluation process, Vanir Construction Management, Inc. (Vanir) is the contact point for any inquires or information relating to the RFP. Only if authorized by this County contact, may other County staff or consultants provide information to any DBE. Any violation of this procedure may be grounds for disqualification of the DBE.

- 1) **Issuance of RFP Step 2**
RFP Step 2 Proposal documents will be available _____ and will be issued to the pre-qualified and shortlisted proposers via electronic notification to the point of contact indicated in the firm's Request for Pre-Qualification package.
- 2) **Acknowledgement of Receipt of RFP**
Pre-qualified proposers shall send the facsimile acknowledgement of receipt of RFP (RFP - Exhibit 'E') to Peter Watts (peter.watts@vanir.com) by _____. Exhibit E shall serve to acknowledge that DBE has received this RFP and identify DBE's representative, who shall be DBE's single point of contact for the receipt of any documents, notices and addenda associated with this RFP. The acknowledgement shall be either typewritten or the DBE must print legibly with consideration of it being a facsimile
- 3) **Mandatory Pre-Proposal Conference**
A mandatory Pre-Proposal Conference will be held at _____. All pre-qualified firms wishing to propose on this RFP must be in attendance, having signed the attendance log, in order to be qualified to propose on this RFP.
- 4) **Issuance and Acknowledgement of Receipt of Addendum**
Vanir will notify all registered Design/Build Entities of any addenda. **It is solely the responsibility of each DBE to ensure that they receive any and all addenda.** Proposers shall also send a an acknowledgement of receipt of RFP (RFP - Exhibit 'E') to Peter Watts by fax, (909) 381-7534, and/or email, (peter.watts@vanir.com) within three (3) working days of issuance of each addenda as acknowledgement of receipt.
- 5) **Requests for Clarification and Requests for Information**
Should DBE's, or components thereof, have specific questions regarding the process, contract compliance, licenses or insurance which need to be answered at any time prior to submitting the RFP, then they should submit questions in written form via e-mail. Requests for Clarification of the process or Requests for Information for the documents may be submitted to Peter Watts by fax, (909) 381-7534, and/or email, (peter.watts@vanir.com). In order to receive a proper response, all questions must be received no later than _____ on _____. All questions received by this time and date will be responded to, in writing by issuance of the final addenda on _____. Requests for clarification received after this time and date will not receive a response, except in the sole discretion of the County. Anonymity of the source of specific questions will be maintained in the written responses. Responses to all questions will be e-mailed to all RFP recipients.

6) Submittal of Proposals

Step 2 RFP Proposals: All responses to the RFP must be received in sealed cartons at the official competition address on or before: _____ Faxed and e-mail Proposals **will not** be accepted. The COUNTY will evaluate responses to the RFP only for those Proposals that meet the mandatory Proposal requirements. RFP's are to be the address listed below:

Rizaldy Baluyot,
Supervising Facilities Project Manager
County of Riverside
3403 Tenth Street, Suite 500
Riverside, CA 92501

Step 2 RFP Proposals shall be submitted in sealed boxes/envelopes as further described below and in Section 2.5, with each envelope/box clearly marked:

**County of Riverside Economic Development Agency
Proposal for the
COUNTY PARKING STRUCTURE
DBE Business Name & Business Address**

Number of Copies: Submit a sealed package containing the following:

1. Five (5) copies of Part One, the Technical information, each in a bound document with a soft cover, comb binder; loose-leaf three-ring, hard cover binder; or equivalent. Binders shall NOT EXCEED 9" x 12" and proposal shall be comprised of 8.5" x 11" pages or 11" x 17" foldout pages **only**. Narrative pages are limited to 8.5" x 11" format.
2. Two (2) copies of Part Two, the Proposal and Budget Forms, in a separate sealed and labeled envelope. Additionally this envelope shall include a proposal bond in the amount of 10% of the Lump Sum Base Proposal, excluding alternates, shall accompany each proposal. The surety issuing the Proposal bond shall be, on the proposal deadline, an admitted surety insurer (as defined in the California Code of Civil Procedure Section 995.120)

The successful proposer will be required to have the following California contractor's license at the time of the submittal: General Building – B.

7) Late Proposals

A RFP Proposal will be considered late if received at the official competition address **at any time after** _____. Late Proposals will be deemed non-responsive by the County and will not be evaluated.

8) Opening of Proposals

The County will conduct a "closed" opening of all proposal material and will commence review and evaluation as described below.

Evaluation of the RFP

The County will conduct a "closed" evaluation of the submitted RFP Proposals to ensure compliance with all identified criteria based on the evaluation criteria outlined in Section 2.6. Any Proposal that does not comply with all listed mandatory criteria will be rejected by the County.

The DBE will thereupon be disqualified from further consideration for participation in the selection process. Answers to questions arising from these evaluations will be submitted to each DBE for clarification. DBE's that have complied with all listed mandatory criteria will have an opportunity to present their proposal in person to the County selection panel. The County will also make an independent design evaluation of each proposal. The findings of the technical evaluation and subsequent clarification, the DBE's presentations, and all submitted material will be considered by the County who will select the most appropriate proposal for award of the Design-Build contract.

Protests

Proposers may protest the final award selection, provided the protest is in writing and is delivered to the County of Riverside County, 3403 Tenth Street, Suite 400, Riverside, California 92501, and submitted within ten (10) calendar days of the date of notification of intent to award.

Grounds for a protest are that the County failed to follow the selection procedures and adhere to requirements specified in the RFP or any addenda or amendments; there has been a violation of conflict of interest as provided by California Government Code Section 87100 et seq.; or violation of State or Federal law. Protests will not be accepted on any other grounds. In the event of a protest, a panel ("Appeals Panel") will be designated by the County. The Appeals Panel will consider only those specific issues addressed in the written protest. The protestor will be given the opportunity to present information to the Appeals Panel in a hearing. Within five days of the hearing, the Appeals Panel will render its decision and provide a written response to the Proposer advising of the decision regarding the protest and the basis for the decision.

California Public Records Act

All information submitted in the proposal or in response to request for additional information is subject to disclosure under the provisions of the California Public Records Act, Government Code Section 6250 et seq. and the following. Proposals may contain financial or other data that constitutes a trade secret. To protect such data from disclosure, Proposer should specifically identify the pages that contain confidential information by properly marking the applicable pages and inserting the following notice on the front of the response:

NOTICE

The data on pages_____ of this proposal response, identified by an asterisk (*) or marked along the margin with a vertical line, contains information which are trade secrets. We request that such data be used only for the evaluation of our response, but understand that disclosure will be limited to the extent that the County of Riverside determines is proper under federal, state, and local law.

The proprietary or confidential data shall be readily separable from the Proposal in order to facilitate eventual public inspection of the non-confidential portion of the proposal.

The County assumes no responsibility for disclosure or use of unmarked data for any purpose. In the event disclosure of properly marked data is requested, the Proposer will be advised of the request and may expeditiously submit to the County a detailed statement indicating the reasons it has for believing that the information is exempt from disclosure under federal, state and local law. This statement will be used by the County in making its determination as to whether or not disclosure is

proper under federal, state, and local law. The County will exercise care in applying this confidentiality standard but will not be held liable for any damage or injury which may result from any disclosure that may occur.

2.4 RFP STEP 2 PROPOSAL SCHEDULE

<u>Event/Deadline</u>	<u>Date</u>
1) Board Approve RFP (for issue) Step 2	
2) Board Approve Qualified & Shortlisted Firms	
3) Issue RFP Step 2 to Pre-Qualified Teams	
4) Final Day to Submit Exhibit E : Acknowledgment of Receipt of Step 2 RFP	
5) Mandatory Pre-Proposal Conference at Jobsite @ _____	
6) Requests for Clarification/Information Deadline @ _____	
7) Issue Final Addenda	
8) Final day to Submit Exhibit K: Acknowledgment of Receipt of Final Addenda	
9) Proposal RFP Submittal Deadline @ _____	
10) Interviews 8:00 am – 2:30 pm	
11) Notification of Best Value Proposer	
12) Cost Proposal & Design Scope Negotiations Finalized	
13) Board Authorize Contract & Issue NTP	

*** The timeline and dates set forth herein are APPROXIMATIONS ONLY. Proposer should NOT RELY on any assumption that this preliminary timeline or any specific dates are firm.**

**** Interview time will be assigned based on the order that the Proposals are received. The DBE that first submits its Proposal will have its choice of interview time, the DBE submitting second will have the next choice of interview time and so on until the DBE submitting the proposal the latest will be assigned the remaining interview period. In case of a tie, the contracting officer will determine interview time selection based on coin toss between DBEs submitting proposals at the same time.**

2.5 PROPOSAL REQUIREMENTS

Each RFP Proposal shall be in 8½"x11" format, consisting only of the specified materials requested below. Foldout 11"x17" pages are acceptable for charts, graphs, Project data, plans, and similar presentations, but not in lieu of 8½"x11" for text. The proposal shall be submitted in two (2) parts:

Part One:

Submit Five (5) copies of Part One, the Technical information, each in a bound document with a soft cover, comb binder, loose-leaf three-ring, hard cover binder; or equivalent. Part One shall contain all required documents except the Proposal and Budget Forms (see RFP Exhibit D) and the Proposal Bond. Utilize dividers to identify and separate the eight (8) TABS described in Section 2.5.1 below.

Part Two:

Submit two (2) copies of Part Two, the Proposal and Budget Forms, in a sealed envelope.

Additionally this envelope shall include a proposal bond in the amount of 10% of the Lump Sum Base Proposal, including listed Allowances, but excluding Alternates, shall accompany each proposal. The surety issuing the Proposal bond shall be, on the proposal deadline, an admitted surety insurer (as defined in the California Code of Civil Procedure Section 995.120)

All information necessary for the County to evaluate your qualifications shall be contained within the RFP Proposal. Proposals not organized according to this format may be rejected. Limit your response to information requested in this RFP.

To be responsive, each RFP Proposal must include the following material in the exact order and quantities specified. For detailed scoring information, see Section 2.6.

2.5.1 PART ONE -Submit Five (5) Bound Copies of the Following:

TAB 1) Cover Letter (Not Scored)

The cover letter shall be signed by an officer or officers of the firm or team submitting the RFP Proposal. In case of a joint venture, an officer of each joint venture partner shall sign the cover letter.

TAB 2) Table of Contents (Not Scored)

Provide Table of Contents

TAB 3) Statement of Compliance with Mandatory Requirements (Not Scored)

Provide a narrative regarding your Team's compliance with the mandatory business and technical requirements, including any deviations from the terms of the attached Design-Build Agreement and Design-Build General Conditions and any portions of the program that may not be included in your proposal in order to meet the County's Design-Build target cost of \$10,100,000. Include in the narrative any former County officials as required by Section 3.17. Include an affirmative statement that the DBE commits to deliver the Project as described by the RFP within the stipulated schedule for the lump sum fixed price proposed by the DBE. Include in this statement any alternates required by Section 5.0 BUDGET.

Any such deviation will be evaluated as to its affect on base scope of the RFP solicitation and may be determined to negatively affect the DBEs evaluation score. **Contractual deviations requested by the DBE are subject to negotiation and concurrence with the County, upon determination of the Best Value Proposal. Any changes to the attached Design-**

Build Agreement and Design-Build General Conditions which the DBE desires, must be specified in the Proposal or the requested change will be deemed to have been waived.

TAB 4) Technical Design and Construction Expertise Based on RFP Review
(250 points)

A. Design-Build Team Design & Construction Experience & Organization
(100 points)

1. Primary Team Members (firms):

- a. Provide name, address, and telephone number of each Architect/Engineer and Construction firm comprising the Team, including but not limited to all requested sub-consultants and subcontractors (see "b" below), and their area of specialty. Provide license numbers for all contractors and sub contractor entities. The team members shall include the same Architect, Contractor, and Sub Consultant (Structural Engineer) members as included in the pre-qualification package. The County will not accept substitutions from the approved pre-qualification list.
- b. Additional disciplines that must be included on the DBE at time of RFP Step 2 submittal include:
 - 1) Electrical engineer of record
 - 2) Mechanical engineer of record
 - 3) Civil engineer of record
 - 4) Landscape Architect
 - 5) Mechanical subcontractor
 - 6) Plumbing subcontractor
 - 7) Electrical subcontractor.

These disciplines may be provided by a single firm or by several firms. **Primary Team Firm members must be exclusive to the DBE for purposes of this RFP.**

- c. Provide an organization chart, on 8-1/2"x11" or 11"x17" fold-out format, indicating clear lines of contractual authority of all primary team members (firms), including, but not limited to the firms listed above in "b".
- d. Provide a listing and brief description for each Primary Team Firms of up to 3 Projects each for the following Project types with construction completed during the past 10 years. Use the **Schedule A: Project Summary** included at the end of this section to submit the 3 key Projects for each firm. *Do not submit more than three Projects.*
 - 1) Public Parking Structures or other Projects having Public Parking Structures as a part.
 - 2) Public Parking Structures built within California having similar construction cost, with a minimum construction cost of

- 3) \$10 million
Design-Build delivery of a Public Parking Structure with a minimum construction cost of \$10 million.

Where possible, list Projects wherein multiple Primary Team Firms have worked together.

2. Key Staff (individuals):

a. Provide name of individual who will hold designated key staff positions, and include license of each Key Staff position, include those staff members listed in "b" below. The Key Staff shall include the same General Contractor, Architect of Record, and Sub-Consultant (Structural Engineer) as included in the pre-qualification package. The County will not accept substitutions from the approved pre-qualification list.

b. Additional Key Staff that must be included on the DBE at time of RFP Step 2 submittal include:

- Architect Principal-in-Charge of Project
- Architect Project Manager
- Architect of Record
- Structural Engineer of Record
- Civil Engineer of Record
- Mechanical Engineer of Record
- Electrical Engineer of Record
- Landscape Architect of Record
- General Contractor Executive-in-Charge of Project
- General Contractor Project Manager
- General Contractor Superintendent
- Lead Mechanical Sub Contractor
- Lead Plumbing Sub Contractor
- Lead Electrical Sub Contractor
- DBE Design Manager (if same as above, so note)
- DBE Quality Assurance (if same as above, so note)

These individuals are to be committed to the roles indicated for the Project and may not be subject to substitution without prior written approval by the County. Any persons so substituted must possess qualifications equal to or better than the individuals who may be pre-qualified. These positions may be provided by a single firm or by several firms.

c. Provide a matrix that designates which of the Projects submitted by the Primary Team Member firms above in Tab 4.1.d that each Key Staff has worked on and their role on each specific Project listed. Identify the percentage of time that each Key Staff will be available for the Project, by phase (design/design-construction)

- d. Provide an organization chart, on 8-1/2"x11" or 11"x17" fold-out format, indicating clear lines of authority and reporting of all Key Staff (firms). Including, but not limited to the positions listed above in "b".

SCHEDULE A: PROJECT SUMMARY

Name of Design-Build Entity Primary Team Member Firm:

For each Project provide, at a minimum, the information listed below. Names and references must be current and verifiable

Project Name: _____

Location: _____

Owner: _____

Owner Contact Name: _____

Owner Contact Phone: _____ email: _____

Architect: _____

Architect Contact Name: _____

Architect Phone: _____ email: _____

Construction Manager Name: _____

Construction Manager Phone: _____ email: _____

Contractor Name _____

Contractor Phone _____ email: _____

Description of Project, Scope of Work Performed: _____

Key Qualifying Characteristics (See Project evaluation criteria on prior page) _____

Type of Procurement (D-B-B, D-B, CM@R, Other.) _____

Value of Original Contract: _____

Final value of Contract* including change orders: _____

Original Scheduled Completion Date: _____

Time Extensions Granted (number of calendar days): _____

Actual Date of Completion: _____

SCHEDULE A: PROJECT SUMMARY (continued.)

Notes:

Schedule A Glossary of Abbreviations:

- D-B-B Design-Bid-Build
- D-B Design-Build
- CMAR Construction Management at Risk

B. Design & Construction Proposal (150 points)

1. Site Concept Design

Provide the following Concept Design plans on 11" x 17" foldout format, to be inserted in proposal books. Reference Exhibit I- General Requirements

- a. Site plan (proposed parking structure, site structures, hardscape, landscape, etc.)
- b. Civil Concept Drawing including proposed grading, engineering structures such as retaining walls, utility infrastructure and points of connection.
- c. Site Hydrology Concept including proposed design concept for compliance with Water Quality Management Plan (WQMP)
- d. Provide a narrative description in 5 pages or less (8.5" x 11") of the proposed design concept and systems described by the attached exhibits and specifically how they represent compliance with the design criteria described by the RFP. Include a description of degree to which minimum Project criteria are exceeded and value added attributes are provided.

2. Changes

Identify and provide narrative justification summarizing:

- a. Any changes to provided construction documents included in DBE proposal
- b. Any changes to provided Architectural and Engineering Program and Design Narrative included in DBE proposal.
- c. Any changes to provided included in DBE proposal

If no changes are proposed, state "none".

3. Sustainability

- a. Provide a narrative assessment within 3 pages or less of your team's assessment of key opportunities for sustainable construction and your team's proposed approach to sustainability.
- b. Include submittal of a completed LEED Scorecard, New Construction Version, 2.2 (or most current version) to identify DBE's anticipated assessment of those credits it will seek to achieve its intended pathway toward achieving the United States Green Building Council Leadership in Energy Environmental Design ("LEED) Certified rating for this Project.

4. Owner and Jurisdictional Reviews

Provide a narrative outline within 5 pages or less, demonstrating your team's plan to manage phased owner and jurisdictional reviews and phased partial-building construction permits from multiple agencies. Provide relevant "lessons-learned" from prior Projects, preferably involving design-build.

TAB 5) Skilled Labor Force Availability Based on RFP Review (150 points)

Submit agreement(s) with a registered apprenticeship program, approved by the State of California Apprenticeship Council that has graduated apprentices in each of the preceding five years. The graduation requirement shall not apply to apprentice programs that have been approved and identified as apprenticeable craft by the Department of Labor and the Department of Industrial Relations.

TAB 6) Safety Record Based on RFP Review (100 points)

Submit a safety record for prime contractor member of DBE for each year of the preceding three (3) year period including the Proposer's Experience Modifier Rate (EMR), the Total Recordable Injury/Illness Rate, and the average lost work rate.

Or, in lieu of the Recordable Injury/Illness Rate, Proposer must submit the plan that identifies that the Proposer is a party to an alternative dispute resolution system as provided for in Section 3201.5 of the Labor Code.

2.5.2 PART TWO – PROPOSAL PACKAGE, PROPOSAL BOND & ATTACHMENTS

TAB 7) Design-Build Price Proposal (200 points)

In a separate sealed envelope, with identification per instructions provided in Section 2.3 (5) submit the following items:

- 1) **Two (2) Signed Originals: Proposal Form:** Completed Proposal Form as provided in Exhibit D -1 - Proposal Packet.
- 2) **Two (2) Signed Originals: Non-Collusion Affidavit** as provided in Exhibit D – 4, Proposal Packet
- 3) **Two (2) Copies: List of Subcontractors** as provided in Exhibit D-2, Proposal Packet. Provide listing of all subcontractors known at time of RFP submittal. *All subcontracts that are not listed by the DBE in accordance with Public Contract Code section 20133 shall be awarded by the DBE. Specifically California Public Contract Code Section 20133(f) requires that all subcontractors not listed by the Design-Builder in its submission in response to the Request for Proposals be awarded in accordance with the design-build process set forth by the County. The County process allows the selection of subcontractors based upon the best value to the Project and requires the Design-Builder do both of the following: (1) Provide public notice of the availability of work to be subcontracted in accordance with the publication requirements applicable to the competitive bidding process of the County and (2) Provide a fixed date and time on which the subcontracted work will be awarded in accordance with the procedure established pursuant to Public Contract Code Section 20133(f).*

Contractor will provide County its record of any future subcontractor solicitations to ensure compliance with public competitive solicitation described above.

- 4) **One (1) Proposal Bond:** Completed Proposal Bond as provided in Exhibit D-3 Proposal Packet.

- 5) **Additionally, if DBE is a Joint Venture: ONE (1) copy of the joint venture agreement. The joint venture must be in place (executed) prior to the date of the Proposal of the RFP. (No page limit) Note: Agreement must provide that all responsibilities of the joint venture shall become the individual responsibilities of each member of the joint venture in the event of the termination of the joint venture for any reason.**

2.5.3 PART THREE – INTERVIEW

TAB 8) Technical Design and Construction Expertise Based on Interview (300 points)

- 1) **Interview Criteria:**
 - a. 30 minute DBE Presentation
 - b. 15 minutes question-and-answer

- 2) **Presentation to include, but not limited to:**
 - a. Project Team/Key Staff (Refer to Tab 4): DBE to introduce key staff, their experience, and role in project.
 - b. Design Approach: DBE to explain/show how the design process will be executed.
 - c. Best Value Site Concept Design Solution: DBE to present their proposed best value outlining the project design that meets or exceeds all criteria within the enclosed RFP exhibits.
 - d. Sustainability (Refer to Tab 4): DBE to explain their team's proposed approach to sustainability and attaining LEED Certification
 - e. Safety (Refer to Tab 6): DBE to explain safety record and approach to maintain safety adjacent to existing facilities, residential area, and construction of the new jail (East County Detention Center)
 - f. Quality: DBE to explain how quality will be achieved throughout the design and construction of the project
 - g. Schedule: DBE to identify the overall schedule (design and construction) and the approach to complete the project within the duration identified in the RFP
 - h. Questions by Review Committee: Review Committee will be asking a series of questions to DBE upon the completion of the DBE Presentation.

2.6 EVALUATION OF PROPOSALS AND SCORING

A. Selection Panel: The County will establish a Selection Panel with responsibility for reviewing all Proposals and conducting the DBE presentations, and evaluating and scoring the Proposals as described in this section. In addition, the Selection Panel may, in its discretion, utilize outside experts to assist in the evaluation process.

B. Basis for Award: The award shall be based on the "best value" to the County received from those DBE's submitting proposals that meet or exceed all design criteria, proposals that do not take unapproved exceptions to any of the performance specifications, and which confirm that the Project

can be designed and constructed within the allowable time and budget. The target design and construction cost for the Project is established at Ten Million One Hundred Thousand Dollars (\$10,100,000). This amount includes all costs of the complete design, engineering, construction, subcontract work, supervision, management, general conditions, overhead, bonds, insurance, compliance with all applicable codes and agency requirements, procurement of permits, profit, allowances, The target cost also includes Allowances maintained by the County and more fully described in Section 5.0. DBE's contingencies (for items that are the responsibility of the DBE), and any and all items required for the completion of the Project per the contract documents, excepting there from, only the costs for items specifically identified as not a part of the design-build budget. If the DBE elects to propose alternate programming or materials in order to meet the County's budget requirements, the proposal will be accepted but may be scored lower accordingly.

C. Evaluation and Scoring of the DBE's Technical and Price Proposal and Interview

Each DBE's proposal and interview will be evaluated and scored in order to determine the Best Value proposal based on the point system as outlined in **Schedule B included at the end of Section 2.6** and as described below under **(1) Price Proposal**.

- 1) **Technical Evaluation of Proposals:** Upon receipt, an analysis of each proposal will be performed to ascertain compliance with published program and performance criteria. The evaluation will be in accordance with criteria established and published as part of this RFP. Only those proposals considered to be in full compliance with all mandatory criteria will be eligible for further consideration. Clarification of issues identified during the technical analysis, if any, will be composed as written questions and submitted to the appropriate DBE. The DBE will respond in written form to the questions in the time allotted. Based on the written clarification received from the DBE's and any analysis thereof, an evaluation of each proposal will be prepared.

Minimum Factors: Public Contract Code (P.C.C.) section 20133(d)(4)(B)(i) requires that the following minimum factors shall each represent at least ten percent (10%) of the total weight of consideration given to all criteria factors: price, technical design, construction expertise, skilled labor force availability (as defined in P.C.C. section 20133(d)(4)(B)(v)), and acceptable safety record (as defined in P.C.C. section 20133(d)(4)(B)(vi)). Accordingly, the primary areas in which proposals will be evaluated include these factors as shown on the Design-Build Proposal Evaluation Schedule B included below.

Price Proposal Evaluation:

Points for the Price Proposal will be computed as follows:

A total of 200 points (per Schedule B, Tab 7) will be awarded to the lowest base price proposal received that is determined to be responsive and responsible, and inclusive of the Project requirements. Points will be subtracted from a score of 200 as follows: If the lowest base price is exceeded by \$1 to \$100,000 dollars, 10 points will be deducted. Thereafter each cost increase of lower than \$50,000 will receive 5 point deduction and each cost increase of \$50,000 or over will receive a 10 point deduction.

Example – 4 bids are received:

	\$	<u>Points</u>
DBE 1:	\$10,580,000	440
DBE 2:	\$9,990,000	500
DBE 3:	\$10,831,540	415
DBE 4:	\$10,200,000	475

- 2) **Interview / Presentation by DBE's:** After receipt and initial evaluation of the proposals, the proposing DBE's will present their proposal to the County in person. The presentation will be limited to 40 minutes followed by a question-and-answer period. Clarification questions regarding the proposal may be directed to the DBE, but no modifications to the proposal as submitted will be allowed during the evaluation process as a result of this exchange. The presentation will be scored accordingly to Schedule B.

D Evaluation and Recommendation:

Upon conclusion of the Interviews of all DBE, The County Evaluation Panel will conclude its evaluation by finalizing the scoring by adding the total score received by each DBE for its Technical and Price Proposal and for its Presentation/Interview. The cumulative sum of these two evaluations will produce the final score determining the apparent Best Value Proposal.

The County will receive the selection committee evaluations and satisfy itself of the accuracy of all materials presented. The County will then rate the proposals and recommend the proposal that, in its sole discretion, best meets the criteria established in the RFP documents and represents the best value to the County. The County may wish to discuss the financial terms and any Alternative Proposals provided by the DBE before concluding its evaluation. County staff will start negotiations with the highest rated DBE and, if negotiations are not successful, move to the second DBE and so on. Upon conclusion of negotiations, County staff will recommend a contract with one of the DBEs and notify the remaining DBEs that they were not selected for award of the contract.

- E. Board of Supervisors Approval:** The contract will be presented to the Board of Supervisors for approval. Once the Board has taken action, the selected DBE will be notified in writing.
- F. Contract Execution:** Upon selection, the selected DBE will meet with the County to review the winning proposal and to reconfirm that the proposal conforms to all program requirements, both spatial and functional, and the design guidelines and performance criteria.

SCHEDULE B: EVALUATION SPREADSHEET

SCHEDULE B: COUNTY PARKING STRUCTURE PROJECT EVALUATION SPREADSHEET Design-Build Proposer:			
	CATEGORY (Summary) - See Section 2.5 & 2.6 of RFP for Detail Requirements	PROPOSAL POINTS AVAILABLE	Evaluation Team Score
TAB 1	Cover Letter	PASS/FAIL	
	The cover letter shall be signed by an officer or officers of the firm or team submitting the RFP Proposal. In case of a joint venture, an officer of each joint venture partner shall sign the cover letter.		
	Comments:		
TAB 2	Table of Contents	PASS/FAIL	
	Proposer has provided a Table of Contents.		
	Comments:		
TAB 3	Statement of Compliance with Mandatory Requirements	PASS/FAIL	
	Provide a narrative regarding your Team's compliance with the mandatory business and technical requirements, including any deviations from the terms of the attached Design-Build Agreement and Design-Build General Conditions and any portions of the program that may not be included in your proposal in order to meet the County's Design-Build target cost of \$10,100,000. Include in the narrative any former County officials as required by Section 3.17. Include an affirmative statement that the DBE commits to deliver the Project as described by the RFP within the stipulated schedule for the lump sum fixed price proposed by the DBE. Include in this statement any alternates required by Section 5.0 BUDGET.		
	Comments:		
TAB 4	Technical Design & Construction Experience Based on RFP Review	Points Total	
A.	Design-Build Team Design & Construction Experience & Organization	100 Total	
	Primary Team Members (firms)		
	Proposer has identified all key firms and provided required background information for each as specified in Section 2.5 [Tab 4.1.a and 4.1.b] of the RFP as well as any other firm that is part of the design-build entity at time of submitting the RFP. The DBE has provided an organizational chart demonstrating the contractual and reporting structures among all firms comprising the DBE at time of submittal of the RFP [Tab 4.1.c].	Max 20	
	Comments:		
	The key firms specified in Section 2.5 of the RFP, when evaluated together based on the projects submitted in response to Section 2.5 [Tab 4.1.d] of the RFP, jointly demonstrate the following experience: 1) Public Parking Structures or other Projects having Public Parking Structures as a part. 2) Public Parking Structures built within California having similar construction cost, with a minimum construction cost of \$10 million 3) Design-Build delivery of a Public Parking Structure with a minimum construction cost of \$10 million.	Max 30	
	Comments:		
	Key Staff (Individuals)		
	Proposer has identified all key staff members and has provided background information as specified in Section 2.5 [Tab 4.2] of the RFP as well as any other key staff that is part of the design-build entity at time of submitting the RFP. Submittal identifies the percentage of time that each individual will be assigned to this project and the duration of the project assignment. The DBE has provided an organizational chart demonstrating the reporting structures for all project phases among these staff and other positions it believes critical to the delivery of the project.	Max 20	
	Comments:		

	<p>The key staff members specified in Section 2.5 [Tab 4.2] of the RFP, when evaluated together based on the projects submitted in response to Section 2.5 [Tab 4.1.d] of the RFP, jointly demonstrate the following experience:</p> <p>1) Public Parking Structures or other Projects having Public Parking Structures as a part.</p> <p>2) Public Parking Structures built within California having similar construction cost, with a minimum construction cost of \$10 million</p> <p>3) Design-Build delivery of a Public Parking Structure with a minimum construction cost of \$10 million.</p>	Max 30	
	Comments:		
B.	Design & Construction Proposal	150 Total	
	Site Concept Design		
	<p>Proposer has demonstrated its understanding of, and compliance with the design and performance criteria, and the programming elements for the project. Provide the following Concept Design plans on 11" x 17" foldout format, to be inserted in proposal books.</p> <p>a. Site plan (proposed parking structure, site structures, hardscape, landscape, etc.)</p> <p>b. Civil Concept Drawing including proposed grading, engineering structures such as retaining walls, utility infrastructure and points of connection.</p> <p>c. Site Hydrology Concept including proposed design concept for compliance with Water Quality Management Plan (WQMP)</p> <p>d. Provide a narrative description in 5 pages or less (8.5" x 11") of the proposed design concept and systems described by the Project plans and specifically how they represent compliance with the design criteria described by the RFP. Include a description of degree to which minimum Project criteria are exceeded and value added attributes are provided.</p>	Max 90	
	Comments:		
	Sustainability		
	<p>Proposer has assessed opportunities for sustainable construction and provided a narrative defining its proposed approach to sustainability, including submittal of a completed LEED Scorecard, New Construction Version, 2.2 (or most current version) to identify its anticipated assessment of those credits it intends to seek to achieve its intended pathway toward achieving the United States Green Building Council Leadership in Energy Environmental Design ("LEED") Certified rating for this project.</p>	Max 30	
	Comments:		
	Owner and Jurisdictional Reviews		
	<p>Proposer has provided a plan to manage phased owner and jurisdictional reviews and phased partial-building construction permits from multiple agencies. The Proposer has provided relevant lessons-learned from prior projects, preferably involving design-build.</p>	Max 30	
	Comments:		
TAB 4	Skilled Labor Force Availability Based on RFP History	150 Total	
	<p>Proposer receives either 150 points or 0 points depending on whether or not Proposer can demonstrate that it possesses "Skilled Labor Force Availability". "Skilled Labor Force Availability" shall be determined by the existence of an agreement with a registered apprenticeship program, approved by the State of California Apprenticeship Council, which has graduated apprentices in each of the preceding five years. This graduation requirement shall not apply to programs providing apprenticeship training for any craft that has been deemed by the Department of Labor and the Department of Industrial Relations.</p>	150	
	Comments:		
TAB 5	Safety Based on RFP Review	100 Total	
	<p>If Proposer meets Acceptable Average EMR of 1.0 for 3 preceding years, Proposer is awarded 50 points. If not, Proposer is awarded less points.</p>	50	
	Comments:		
	<p>If Proposer's Average Total Recordable Injury/Illness rate and Average Lost work rate for most recent three years does not exceed standards of business category, Proposer is awarded 50 points. If Proposer's Average Total Recordable Injury/Illness rate and Average Lost Work Rate for most recent three years does exceed standards of business category, Proposer is awarded less points.</p>	50	

Comments:			
	In lieu of Injury/Illness rate, the Proposer may be party to ADR per Labor Code Sec 3201.5. If Proposer is party to ADR per Labor Code Sec 3201.5, Proposer is awarded 50 points.	50	
Comments:			
TAB 7	Design-Build Price/Best Value Proposal	200 Total	
	The lowest/best value Responsive and Responsible Proposal will receive 200 points. Points received by higher Price Proposals will be inversely prorated as described in Section 2.6 C (1) Evaluation and Scoring of the DBE's Technical and Price Proposal.	200	
Comments:			
TAB 8	Technical Design & Construction Expertise Based on Interview	300 Total	
	Refer to 2.5.3 Part Three- Interview	300	
Comments:			
	Design-Build Proposer: _____ TOTAL SCORE:	1000 Total	

PROPOSAL DOCUMENTS SECTION 3

3.0 REQUEST FOR PROPOSAL (RFP) TERMS & CONDITIONS

The County is not responsible for late delivery of the proposal. It is the responsibility of the responding DBE to ensure that the responses are submitted on time to the County. Responses that are received after the deadline shall not be considered. Please note that UPS or other deliveries to any other than the County address provided for the RFP Proposals, (even when the County office address is correctly listed), may not be considered for this competition.

The DBE shall be responsible for providing a complete and operating new Parking structure in accordance with the requirements of this RFP. It is the DBE's responsibility to ensure the County receives all of the necessary components of a Parking structure, although some components are not specifically referenced in the provided documents. The provided non-referenced items shall be of equal quality to all specified items in the specifications.

The DBE shall visit the site and familiarize itself with existing site conditions. The County has provided a geotechnical report (Exhibit L). The DBE may rely upon the technical data contained, but not upon non-technical data, interpretations, opinions or provisional statements contained therein. The County does not warrant the completeness or accuracy of the data so provided and the County assumes no liability for such data.

The DBE, if required by site conditions or design requirements, shall be responsible for importing engineered soil or prepare a design adequate for non-engineered fill, at the DBE's option. The DBE will be responsible for bringing the site to finish grade as required for its design. DBEs shall carefully review Section 5.0 regarding County provided Allowances.

After award, the DBE will be expected to meet with the County at a minimum of once every two weeks throughout the design process until the completion of the Design Development phase for each permit package. The DBE should expect bi-monthly interval status meetings during the completion of construction document phase through permit issuance.

The DBE is responsible for obtaining all required agency approvals including City, County, and all other Utilities and Agencies having jurisdiction over the Project (review Section 5.0 Project Cost Information – Other Costs Borne by the County). Following approval of the CD's, the Design-Build Contractor shall be responsible for the construction of the Project in accordance with the approved CD's and applicable codes. Deviation from the level of quality and intent of the performance specifications and design criteria will only be allowed if approved by the County in writing.

The issuance of this RFP does not commit the County to award a contract for services or to pay any costs incurred with the preparation of a response to the RFP. All respondents should note that the execution of any contract pursuant to this RFP is dependent upon successful negotiation of terms and price, and approval by the County's Board of Supervisors.

The selected respondent(s) and each of its (their) sub-consultants, contractors, subcontractors of any tier, and/or co-venture partners, shall comply with all applicable federal and California laws, including, but not limited to, Title VII of the Civil Rights Act of 1964, as amended, Executive Orders 11246, 11375, 11625, 12086, 12138, 12250, and 12432, the California Fair Employment and Housing Act, and Labor Code section 1735, and any other applicable federal, state or County laws and regulations

hereinafter enacted, including the Federal Americans with Disabilities Act (ADA). The selected respondent shall cause the above provisions to be inserted in all subcontracts for any work covered by this document so that such provisions will be binding upon each consultant/contractor, and sub-consultant/subcontractor of any tier.

3.1 County Supplied Inspections

The County will perform and pay for the specialty testing and inspections and or approvals. Repeat inspections, due to failure of the original inspection shall be at the expense of the DBE and back-charged by the County. County shall maintain hourly logs relating to any such repeat inspections.

3.2 DBE Supplied Inspections

The following inspections will be performed and paid by the DBE:

1. Waterproofing, flood testing
2. Security system performance testing
3. Equipment performance testing
4. Electrical testing
5. Elevator testing and acceptance
6. Mechanical testing
7. Fire Alarm and sprinkler testing
8. Life Safety testing
9. Telecom, wireless, and data systems
10. Any costs associated with set up of County-observed testing

3.3 Confidentiality of Design and Pricing Information Prior To Award

It is understood that all responses sent to the County are sent as confidential documents. County shall make reasonable efforts, consistent with applicable laws, to refrain from disclosing to competing Proposers prior to Award, the content of any information on design, prices or pricing that is contained in another Proposer's Design-Build Proposal. No part of the responses will be made public or shown to any persons outside of the County and its Selection Committee until after a decision has been made by County staff on who to recommend for award to the County's Board of Supervisors and a contract has been executed by the Proposer, at which time all documents will be public record, per applicable law. See Section 2.3 for additional measures available to DBEs to preserve the confidentiality of their proposals.

3.4 Liquidated Damages

The Design-Build Agreement (Exhibit A) and Design-Build General Conditions (Exhibit B) Article 3.2 include provisions for payment of liquidated damages to the County in the event that Design-Builder fails to achieve Substantial Completion of the work within the Contract Time, Design-Builder agrees to pay the County \$4,000 per day for each calendar day the Substantial Completion is delayed.

Additionally, each Proposer shall include a daily amount for Compensable Delays on its Proposal form. In accordance with the terms of the Design-Build Agreement and Design-Build General Conditions, such compensable delay reimbursement costs payable to the Design-Builder shall constitute the Design-Builder's exclusive compensation covering all costs, expenses and damages due to Compensable Delay that are incurred by Design-Builder and its Subcontractors and Sub-

consultants of every Tier. No other compensation to Design-Builder for costs, expenses or damages associated with Delay shall be permitted.

3.5 Wage Rates

DBEs are required to comply with all applicable prevailing wage requirements and/or regulations. Copies of the general prevailing rates of per diem wages for each craft, classification, or type of worker needed to execute the contract, as determined by director of the State of California Department of Industrial Relations, are on file at the County and are deemed included in the Proposal Documents. This Project is subject to a labor compliance monitoring program as required and approved by the State of California Department of Industrial Relations. The Awarded DBE shall maintain all records in accordance with State Requirements and shall cooperate with the County's labor compliance monitoring/staff/consultants to the fullest extent possible.

3.6 No Warranty by County

DBEs are solely responsible to satisfy themselves as to the suitability of any surveys, estimates, Projections, budgets, design concepts, technical criteria or similar information provided by the County relating to the proposed Project. Nothing stated in this RFP or in any other information provided by the County shall be construed as implying the creation or existence of any warranty, express or implied, on the part of the County with respect thereto. Notwithstanding the foregoing limitations, the County will be responsible for those additional costs and delays which may be caused by the existence of unanticipated existing conditions which could only have been discovered through extensive excavation or destructive testing.

3.7 Interested Parties - Exclusivity

Consultants or Sub-consultants to the County who are participants or advisors to the County in respect to the design-build competition for the Project are not allowed to participate as a DBE Member or as a Sub-consultant or Subcontractor, of any Tier, to a proposing DBE. A list of these firms is provided in Section 2.2

3.8 Discussions, Negotiations and Limited Negotiations

The County reserves the right, but shall not have the obligation, as part of the RFP process to hold Discussions, Negotiations and/or Limited Negotiations.. Procedures for Discussions, Negotiations, Limited Negotiations shall be in accordance with the RFP.

3.9 Proposal Validity

The offer represented by each Proposer's Proposal will remain in full force and effect for ninety (90) days, after the Proposal Due Date. If award has not been made within ninety (90) days after the Proposal Due Date, each Proposer that has not previously agreed to an extension of such deadline shall have the right to withdraw its Proposal.

3.10 Ownership, Copyright

Drawings, renderings, models, building designs, design approaches, design details, construction techniques, procedures, means and methods and other technical design and construction information contained within a Design-Build Proposal, or any other documents submitted by Proposer to County,

shall be deemed the sole and exclusive property of the County, all copyrights thereto shall be deemed assigned to and held by the County, and the Proposer shall retain no property, copyright or other proprietary rights with respect thereto; provided, however, that: (1) nothing herein shall be interpreted as prohibiting or limiting the right of any Proposer that does not receive Award of the Design-Build contract to copy, use or incorporate such technical design information contained within its own Design-Build Proposal for its own use in connection the conduct of its business, trade or profession; and (2) with respect to the Proposer who receives Award of the Design-Build contract, such Proposer's rights and obligations with respect to copying, use or incorporation of such technical design information in any Projects or work other than the Project shall be governed by the terms of the Design-Build Agreement and Design-Build General Conditions.

3.11 Requests for Clarification

The DBE is solely responsible to seek clarification, if needed, of any portion of the RFP Documents. Failure by a DBE to seek clarification of any portion of the RFP documents shall not relieve the DBE from its representations as set forth hereinabove nor serve as the basis for any claim by the DBE that it was mistaken or misled in connection with the preparation of its RFP Proposal. Responses to the requests for clarification will be made in writing and distributed to all DBE's.

3.12 Waiver of Irregularities

The County reserves the right to waive minor or clerical irregularities, errors or omissions in the information contained in any RFP Proposal or in regard to any DBE's compliance with the RFP process and to make all final determinations with respect to the information provided in any RFP Proposal.

3.13 Regulatory Compliance

The design and construction must comply with the requirements of all applicable local, state and federal agencies. Each portion of the work shall be performed by a person licensed, equipped and experienced to do work in the particular field. Please review Public Contract Code 20133, which includes requirements for performance of the work by Contractors and Subcontractors. Both shall furnish certified payroll records as part of the County's Labor Compliance Program and participate in an approved apprenticeship program as required by the Public Contract Code. The labor compliance and apprenticeship requirements will be monitored throughout the construction process. Any Team found not in compliance shall be in default of its contract.

All subcontracts that are not listed by the DBE in accordance with Public Contract Code section 20133 shall be awarded by the DBE. Specifically California Public Contract Code Section 20133(f) requires that all subcontractors not listed by the Design-Builder in its submission in response to the Request for Proposals be awarded in accordance with the design-build process set forth by the County. The County process allows the selection of subcontractors based upon the best value to the Project and requires the Design-Builder do both of the following: (1) Provide public notice of the availability of work to be subcontracted in accordance with the publication requirements applicable to the competitive bidding process of the County and (2) Provide a fixed date and time on which the subcontracted work will be awarded in accordance with the procedure established pursuant to Public Contract Code Section 20133(f).

Prior to contract execution, proof of all insurances at the levels specified in the specific contract will be required.

3.14 County Review during Proposal Process

The County may require joint or confidential individual conferences with proposers during the proposal process. The primary purpose of the joint conferences is to communicate Project information, or answer questions to clarify Project requirements, in an open collaborative environment. The primary purpose of the confidential individual conferences is to review design progress relative to meeting Project program requirements. The County will maintain complete confidentiality relative to information shared at the individual conferences.

3.15 County Review after Award

The County will require a Design Validation meeting immediately after award to verify that the proposed design conforms to the requirements of the RFP and is consistent with the DBE's proposal. The County will also require other design review conferences during the design development process to verify that the design is proceeding according to the Project's program requirements. Each permit package shall be reviewed by the County for compliance to program and contract criteria at the conclusion of Schematic Design, Design Development and Construction Documents Phases. County shall have the right to approve or reject any variance or other modification of code or regulatory minimum criteria requested by the DBE.

The Project Design and Contract Documents shall become and remain the property of the County of Riverside.

The County reserves the right to amend this RFP by means of addenda.

3.16 Conflict Of Interest

DBE shall make all reasonable efforts to ensure that no conflict of interest exists between its officers, employees, or subcontractors and the County. DBE shall make a reasonable effort to prevent employees, consultants, or members of governing bodies from using their positions for purposes that are, or give the appearance of being motivated by a desire for private gain for themselves or others such as those with whom they have family business, or other ties. Officers, employees, and agents of cities, counties, districts, and other local agencies are subject to applicable conflict of interest codes and state law. In the event the County determines a conflict of interest situation exists, any increase in costs, associated with the conflict of interest situation, may be disallowed, by the County and such conflict may constitute grounds for termination of the Contract. This provision shall not be construed to prohibit employment of persons with whom DBE's officers, employees, or agents have family, business, or other ties so long as the employment of such persons does not result in increased costs over those associated with the employment of any other equally qualified applicant.

3.17 Former County Officials

All DBEs must provide information on former County of Riverside administrative officials (as defined in the paragraph below) who are employed by or represent your business. The information provided must include a list of former county administrative officials who terminated county employment within the last five years and who are now officers, principals, partners, associates or members of the business. Information should also include the employment and/or representative capacity and the dates these individuals began employment with or representation of your business.

For purposes of this section, "county administrative official" is defined as a member of the Board of Supervisors or such officer's staff, County Administrative Officer or member of such officer's staff, county department or group head, assistant department or group head, or any employee.

Failure to provide this information may result in the response to the request for proposal being deemed non-responsive.

3.18 Inaccuracies or Misrepresentations:

If in the course of the RFP process or in the administration of a resulting Contract, the County determines that DBE has made a material misstatement or misrepresentation or that materially inaccurate information has been provided to the County, the DBE may be terminated from the RFP process or in the event a Contract has been awarded, the Contract may be immediately terminated.

In the event of a termination under this provision, the County is entitled to pursue any available legal remedies.

3.19 Improper Consideration:

DBE shall not offer (either directly or through an intermediary) any improper considerations such as, but not limited to, cash, discounts, service, the provision of travel or entertainment, or any items of value to any officer, employee or agent of the County in an attempt to secure favorable treatment regarding this RFP.

The County, by written notice, may immediately reject any proposal or terminate any Contract resulting from this RFP process if it determines that any improper consideration as described in the preceding paragraph was offered to any officer, employee or agent of the County with respect to the proposal and award process or any solicitation for consideration that was not reported. This prohibition shall apply to any amendment, extension or evaluation process once a Contract has been awarded.

DBE shall immediately report any attempt by a County officer, employee or agent to solicit (either directly or through an intermediary) improper consideration from DBE. The report shall be made to the supervisor or manager charged with supervision of the employee or to the County Administrative Office. In the event of a termination under this provision, the County is entitled to pursue any available legal remedies.

3.20 Disclosure of Criminal and Civil Proceedings:

The County reserves the right to request the information described herein from the DBE selected for contract award. Failure to provide the information may result in a disqualification from the selection process and no award of contract to the DBE. The County also reserves the right to obtain the requested information by way of a background check performed by an investigative firm. The selected DBE also may be requested to provide information to clarify initial responses. Negative information provided or discovered may result in disqualification from the selection process and no award of contract.

The selected DBE may be asked to disclose whether the firm, or any of its partners, principals, members, associates or key employees (as that term is defined herein), within the last ten years, has been indicted on or had charges brought against it or them (if still pending) or convicted of any crime or offense arising directly or indirectly from the conduct of the firm's business, or whether the firm, or any of its partners, principals, members, associates or key employees, has within the last ten years, been indicted on or had charges brought against it or them (if still pending) or convicted of any crime or offense involving financial misconduct or fraud. If the response is affirmative, the DBE will be asked to describe any such indictments or charges (and the status thereof), convictions and the surrounding circumstances in detail.

In addition, the selected DBE may be asked to disclose whether the firm, or any of its partners, principals, members, associates or key employees, within the last ten years, has been the subject of legal proceedings as defined herein arising directly from the provision of services by the firm or those individuals. "Legal proceedings" means any civil actions filed in a court of competent jurisdiction, or any matters filed by an administrative or regulatory body with jurisdiction over the firm or the individuals. If the response is affirmative, the DBE will be asked to describe any such legal proceedings (and the status and disposition thereof) and the surrounding circumstances in detail.

For purposes of this provision "key employees" includes any individuals providing direct service to the County. "Key employees" do not include clerical personnel providing service at the firm's offices or locations.

PROPOSAL DOCUMENTS SECTION 4

4.0 INSURANCE, BONDING AND INDEMNITY

4.1 Proposal Deposit (Proposal Bond):

There is enclosed herewith, a certified check or surety bond in the amount of ten percent (10%) of the Proposer's Total Base Proposal Price amount made payable to the County of Riverside. The undersigned agrees that in the event of the failure by the undersigned to execute the necessary contract and furnish the required contract bonds and insurance, the certified check or surety bond and the money payable thereon shall be, and remain, the property of the County of Riverside. If the proposal is accompanied by a certified or cashier's check, the check shall be deposited by the County and the County warrant for the full amount shall be issued to the undersigned approximately one month after Contract Award.

4.2 Minimum Bonding Requirements:

If this Proposal is successful, the DBE, individually or as a team, agrees to obtain a payment bond in an amount equal to one hundred percent (100%) of the contract amount for non-design services and errors and omission insurance for all design/architectural services and a Performance Bond in an amount equal to one hundred percent (100%) of the contract amount for non-design services and errors and omission insurance for all design/architectural services. These bonds shall be secured from a surety company or companies satisfactory to the County within ten (10) calendar days of the contract award. Bonds shall remain in full force and effect for a period of one year following the date of filing the Notice of Completion. The Bonds must comply with all conditions regarding bonds detailed in the Design Build Agreement and the Design-Build General Conditions.

4.3 Insurance

If the DBE is awarded a Contract for this Project, the Design-Builder shall provide all insurance that is required under this section and such insurance shall be verified by the County. Design-Builder shall not commence work under this Contract until all insurance has been obtained that is required under this section and such insurance has been verified by the County, nor shall Design-Builder allow any Subcontractor to commence work on its Contract until all similar insurance required of the Subcontractor has been so obtained and approved. Design-Builder shall furnish the County with three (3) copies of each required certificate of insurance, as provided below. Design-Builder shall have the following insurance coverage:

4.3.1 Workers' Compensation Insurance & Employer's Liability Insurance

A program of Workers' Compensation insurance or a state-approved, self-insurance program in an amount and form to meet all applicable requirements of the Labor Code of the State of California (Coverage A), including Employer's Liability (Coverage B) including Occupational Disease with limits not less than \$1,000,000 per person per accident covering all persons including volunteers providing services on behalf of the Design-Builder and all risks to such persons under this contract.

If Design-Builder has no employees, it may certify or warrant to the County that it does not currently have any employees or individuals who are defined as "employees" under the Labor Code and the requirement for Workers' Compensation coverage will be waived by the County's Director of Risk Management.

With respect to Contractors that are non-profit corporations organized under California or Federal law, volunteers for such entities are required to be covered by Workers' Compensation insurance.

4.3.2 Commercial/General Liability Insurance

The Design-Builder shall carry Commercial General Liability Insurance covering all operations performed by or on behalf of the Design-Builder providing coverage for bodily injury and property damage with a combined single limit of not less than five million dollars (\$5,000,000), per occurrence. The policy coverage shall include:

- (a) Premises operations and mobile equipment.
- (b) Products and completed operations with a 10 year coverage extension.
- (c) Broad form property damage (including completed operations).
- (d) Explosion, collapse and underground hazards. (exclusion deleted)
- (e) Personal injury.
- (f) Unmodified Contractual liability.
- (g) Contractors Pollution including transportation of hazardous waste.
- (h) Subcontractor insurance
- (i) Cross Liability coverage

Policy shall name the County, their Director's, Officers, special Districts, Board of Supervisors, employees, agents or representatives as Additional Insured, and contain a Waiver of Subrogation in favor of the County of Riverside.

4.3.3 Automobile Liability Insurance

Primary insurance coverage shall be written for all owned, hired and non-owned automobiles used in the performance of the obligations under this Contract. The policy shall have a combined single limit of not less than one million dollars (\$1,000,000) for bodily injury and property damage, per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this Contract or be no less than two (2) times the occurrence limit.

If the Contractor owns no autos, a non-owned auto endorsement to the General Liability policy described above is acceptable.

Policy shall name the County of Riverside, their Director's Officers, Special Districts, Board of Supervisors, employees, agents, or representatives as Additional Insured, and provide a Waiver of Subrogation in favor of the County of Riverside.

4.3.4 Umbrella Liability Insurance

An umbrella (over primary) or excess policy may be used to comply with limits or other primary coverage requirements. When used, the umbrella policy shall apply to bodily injury/property damage, personal injury/advertising injury and shall include a "dropdown" provision providing primary coverage for any liability not covered by the primary policy. The coverage shall also apply to automobile liability.

4.3.5 Professional Liability Insurance

Professional Liability Insurance with limits of not less than one million (\$1,000,000) per claim or occurrence and two million (\$2,000,000) annual aggregate.

If insurance coverage is provided on a "claims made" policy, the "retroactive date" shall be shown and must be before the date of the start of the contract work. The claims made insurance shall be maintained for as long as the law allows continued.

4.3.6 Course of Construction/Installation (Builder's Risk)

Design-Builder shall have property insurance providing all risk, including theft coverage for all property and materials to be used on the Project. The insurance policy shall not have any coinsurance penalty.

4.3.7 Additional Insured

All policies, except for the Workers' Compensation, Errors and Omissions and Professional Liability policies, shall contain endorsements naming the County and its officers, employees, agents and volunteers as additional insureds with respect to liabilities arising out of the performance of services hereunder. The additional insured endorsements shall not limit the scope of coverage for the County to vicarious liability but shall allow coverage for the County to the full extent provided by the policy. Such additional insured coverage shall be at least as broad as Additional Insured (Form B) endorsement form ISO, CG 2010.11 85

4.3.8 Waiver of Subrogation Rights

The Design-Builder shall require the carriers of required coverage to waive all rights of subrogation against the County, its officers, employees, agents, volunteers, contractors and subcontractors. All general or auto liability insurance coverage provided shall not prohibit the Design-Builder and Design-Builder's employees or agents from waiving the right of subrogation prior to a loss or claim. The Design-Builder hereby waives all rights of subrogation against the County.

4.3.9 Policies Primary and Non-Contributory

All policies required herein are to be primary and non-contributory with any insurance or self-insurance programs carried or administered by the County.

4.3.10 Severability of Interests

The Design-Builder agrees to ensure that coverage provided to meet these requirements is applicable separately to each insured and there will be no cross liability exclusions that preclude coverage for suits between the Design-Builder and the County or between the County and any other insured or additional insured under the policy.

4.3.11 Proof of Coverage

The Design-Builder shall furnish Certificates of Insurance to the County Department administering the contract evidencing the insurance coverage, including endorsements, as required, prior to the commencement of performance of services hereunder, which certificates shall provide that such insurance shall not be terminated or expire without thirty (30) days written notice to the Department, and Design-Builder shall maintain such insurance from the time Design-Builder commences performance of services hereunder until the completion of such services. Within fifteen (15) days of the commencement of this contract, the Design-Builder shall furnish a copy of the Declaration page for all applicable policies and will provide complete certified copies of the policies and endorsements immediately upon request

4.3.12 Acceptability of Insurance Carrier

Unless otherwise approved by Risk Management, insurance shall be written by insurers authorized to do business in the State of California and with a minimum "Best" Insurance Guide rating of "A-VIII.

4.3.13 Deductibles and Self-Insured Retention

Any and all deductibles or self-insured retentions in excess of \$10,000 shall be declared to and approved by Risk Management.

4.3.14 Failure to Procure Coverage

In the event that any policy of insurance required under this contract does not comply with the requirements, is not procured, or is canceled and not replaced, the County has the right but not the obligation or duty to cancel the contract or obtain insurance if it deems necessary and any premiums paid by the County will be promptly reimbursed by the DBE or County payments to the DBE will be reduced to pay for County purchased insurance.

4.3.15 Insurance Review

Insurance requirements are subject to periodic review by the County. The County Risk Manager or designee is authorized, but not required, to reduce, waive or suspend any insurance requirements whenever the Risk Manager determines that any of the required insurance is not available, is unreasonably priced, or is not needed to protect the interests of the County. In addition, if the Risk Manager determines that heretofore unreasonably priced or unavailable types of insurance coverage or coverage limits become reasonably priced or available, the Risk Manager or designee is authorized, but not required, to change the above insurance requirements to require additional types of insurance coverage or higher coverage limits, provided that any such change is reasonable in light of past claims against the County, inflation, or any other item reasonably related to the County's risk.

4.4 Owner Controlled Insurance Program.

At County's option, it may establish an Owner Controlled Insurance Program ("OCIP"), at any time prior to or after Contract award. If the County establishes an OCIP, the Design-Build Entity will be notified to cancel all or some of its Worker-Compensation, General Liability, and/or Umbrella Excess General Liability, Pollution, Professional E&O, "all risk" Builder's Risk policies of insurance associated with this Project. Design-Build Entity and its subcontractors will be required to participate in the OCIP and complete the required forms in a timely manner. The County and DBE will negotiate a reduction in the contract price if the County decides to participate in an OCIP program and the County will issue a Change Order reducing the total contract value.

Automotive Liability and Automotive Excess Liability are not covered under an OCIP. Therefore, Design-Build Entity and its Subcontractors/Sub-consultants must purchase said policies and maintain them in full force and effect for the duration of the contract.

4.5 Indemnification:

The following are the required indemnification provisions for the selected DBE.

4.5.1 Indemnity for Professional Liability. Design-Builder agrees to indemnify, hold harmless, protect and defend the County, its officers, employees, agents, representatives and their successors and assigns ("Indemnitees") from any and all demands, liability, loss, suit, claim, action, cause of action, damage, cost, judgment, settlement, decree, arbitration award, stop notice, penalty, loss of revenue, and expense (including any fees of accountants, attorneys, experts, other professionals, and costs of investigation, mediation, arbitration, litigation and appeal) arising from any negligence, recklessness, willful misconduct, or fraud of the Design-Builder or any of its officers, agents, employees, Subcontractors, Sub-subcontractors, Design Consultants or any person for whose acts any of them may be liable, in connection with the performance of the Contract, regardless of whether the claim, suit, or demand alleges that it arises in part by virtue of the negligent act or omission of an Indemnitee. Notwithstanding the foregoing, Design-Builder's obligation to indemnify, hold harmless and protect the Indemnitees for any judgment, settlement, decree or arbitration award shall extend only to the percentage of negligence attributed to Design-Builder, its agents, employees, Project Managers, Subcontractors or Design Consultants with regard to such liability, suit, claim, damage, cost, judgment and expense. The Design-Builder's duty to indemnify, hold harmless, protect and defend includes, but is not limited to, bodily injury (including death at any time) and property or other damage (including, but without limitation, economic loss, and liability arising from contract, tort, patent, copyright, trade secret or trademark infringement) sustained by any person or persons, but only to the extent such duty to indemnify arises out of the negligent, reckless or willful misconduct of the Design-Builder or any of its officers, agents, employees, Project Manager(s), Subcontractors, Sub-subcontractors, or Design Consultants.

4.5.2 Indemnity for Other than Professional Liability. To the maximum extent permitted by law, the Design-Builder shall fully indemnify, hold harmless, protect, and defend the Indemnitees from and against any and all demands, liability, loss, suit, claim, action, cause of action, damage, cost, judgment, settlement, decree, arbitration award, stop notice, penalty, loss of revenue, and expense (including any fees of accountants, attorneys, experts or other professionals, and costs of investigation, mediation, arbitration, litigation and appeal), in law or in equity, of every kind and nature whatsoever, arising out of or in connection with, resulting from or related to, or claimed to be arising out of the Work performed by Design-Builder or any of its officers, agents, employees, Subcontractors, Sub-Subcontractors, Design Consultants or any person for whose acts any of them

may be liable, regardless of whether such claim, suit or demand is caused, or alleged to be caused, in part, by an Indemnitee, including but not limited to:

- (1) Bodily injury, emotional injury, sickness or disease, or death to any persons;
- (2) Infringement of any patent rights, licenses, copyrights or intellectual property which may be brought against the Design-Builder or County arising out of Design-Builder's Work, for which the Design-Builder is responsible;
- (3) Stop notices, and claims for labor performed or materials used or furnished to be used in the Work, including all incidental or consequential damages resulting to County from such stop notices, and claims;
- (4) Failure of Design-Builder or its Subcontractors to comply with the provisions for insurance;
- (5) Failure to comply with any Applicable Law, statute, code, ordinance, regulation, permit, or orders;
- (6) Misrepresentation, misstatement, or omission with respect to any statement made in or any document furnished by the Design-Builder in connection therewith;
- (7) Breach of any duty, obligation, or requirement under the Contract Documents;
- (8) Failure to coordinate the Work with other contractors;
- (9) Failure to provide notice to any Party as required under the Contract Documents;
- (10) Failure to protect the property of any utility provider or adjacent property County; or
- (11) Failure to make payment of all employee benefits.

Enforcement: Design-Builder's obligations under this Paragraph 4.5 extend to claims occurring after termination of the Design-Builder's performance of the Contract or Final Payment to Design-Builder. The obligations apply regardless of any actual or alleged negligent act or omission of Indemnitees. Design-Builder, however, shall not be obligated under this Agreement to indemnify an Indemnitee for claims arising from the negligence or willful misconduct of the Indemnitee or independent contractors who are directly responsible to Indemnitees. Design-Builder's obligations under this Paragraph 4.5 are in addition to any other rights or remedies which the Indemnitees may have under the law or under the Contract Documents. In the event of any claim, suit or demand made against any Indemnitees, the County may in its sole discretion reserve, retain, or apply any monies due to the Design-Builder under the Contract for the purpose of resolving such claims; provided, however, that the County may release such funds if the Design-Builder provides the County with reasonable assurance of protection of the County's interests. The County shall in its sole discretion determine whether such assurances are reasonable.

No Limitations. Design-Builder's indemnification and defense obligations set forth in this Paragraph 4.5: (i) are separate and independent from the insurance provisions set forth in Paragraph 4.3 of the RFP; and (ii) do not limit, in any way, the applicability, scope, or obligations set forth in these insurance provisions. In claims, suits, or demands against any Indemnitee by an employee of the Design-Builder, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, the Design-Builder's indemnification and defense obligations shall not be limited by a limitation on amount or type of damages, compensation, or benefits payable by or for the Design-Builder or a Subcontractor under workers' compensation acts, disability benefit acts, or other employee benefit acts.

PROPOSAL DOCUMENTS SECTION 5

5.0 PROJECT COST INFORMATION

Budget

The targeted Design and Construction Cost for the Project is established at **Ten Million One Hundred Thousand Dollars, (\$10,100,000)**. This amount includes all costs of the complete design, engineering, construction, subcontract work, supervision, management, general conditions, overhead, bonds, insurance, compliance with all applicable codes and agency requirements, procurement of permits (permit costs are further outlined in this section under -Other Costs Borne by the County), profit, allowances, DBE's contingencies (for items that are the responsibility of the DBE), and any and all items required for the completion of the Project per the Contract Documents, excepting there from, only the costs for items specifically identified as not a part of the Design-Build Budget. The Budget also includes the contractual Allowance described below.

The DBEs shall, if needed to provide a proposal that meets or is less than the Budget, propose alternate methods/materials other than those identified in the County's program. Such alternate methods/materials shall be consistent with the Project's program and quality standards as expressed by the criteria of the RFP. **Such Alternate methods/materials proposed to reduce the DBE Proposal Cost to the target budget shall be summarized by a written narrative coupled with a cost/time impact statement per each such reduction and included as described in Section 2.5.1 – TAB 3: Statement of Compliance with Mandatory Requirements. The County reserves the right to accept or reject the proposed alternates.**

Project Budget

The Project Budget for the design and construction of the Project includes the Budget and other costs that are not a part of the Design-Build Budget. These other costs include: 1) agency fees and permits except those specifically the DBE's responsibility, 2) utility company/agency connection fees, 3) construction testing and inspection, 4) furniture, fixtures and equipment to be supplied by the County, 5) advertising for County's RFP Proposals, 6) County contingencies (for unforeseen or differing site conditions, County scope changes, Acts of God, and other items for which the County retains the risk according to terms of the design-build contract.

DBE Provided Items

All items that are attached to the structures or grounds by any means, including, but not limited to: lighting fixtures, signage/way-finding, outdoor apparatus; outdoor benches; trash receptacles; and other similar items are to be provided by DBE.

Costs Borne by the County:

1. Utility company/agency connection fees;
2. Standard construction testing and inspection (see Section 3 County and DBE supplied inspections for complete listing)
3. Unforeseen or differing site conditions;
4. County scope changes.

PROPOSAL DOCUMENTS SECTION 6

EXHIBITS

- Exhibit A: Design-Build Agreement**
- Exhibit B: Design-Build General Conditions**
- Exhibit C: Payment & Performance Bonds**
- Exhibit D: Proposal Packet**
- Exhibit E: Fax Acknowledgement**
- Exhibit F: Scope of Work**
- Exhibit G: Performance Narrative**
- Exhibit H: Example Parking Structure Drawings**
- Exhibit I: General Requirements**
- Exhibit J: Topographic Map**
- Exhibit K: Survey**
- Exhibit L: Geotechnical Investigation Report**
- Exhibit M: Utility Information**