

CITY OF REDONDO BEACH

REQUEST FOR QUALIFICATIONS / PROPOSALS

RFQ/P# 2X26-00X



**PROGRESSIVE DESIGN-BUILD (PDB) SERVICES
FOR THE CITY'S BOND MEASURE (FP) PROJECT TO
REBUILD THE POLICE DEPARTMENT HEADQUARTERS
AND RENOVATE THE POLICE ANNEX FACILITY**

CITY OF REDONDO BEACH
Public Works Department
Engineering Services Division
415 Diamond Street, Door 2
Redondo Beach, CA 90277
(310) 697-4661
(310) 374-4828 (fax)

Issued: January 29, 2026

Responses Due: March 13, 2026 by 5:00 PM (PST)

REQUEST FOR QUALIFICATIONS / PROPOSALS

**REQUEST FOR QUALIFICATIONS / PROPOSALS
PROGRESSIVE DESIGN-BUILD SERVICES - MEASURE FP - POLICE FACILITIES**

CONTENTS

| | <u>Page No.</u> |
|--|------------------------|
| SECTION 1 - INTRODUCTION | 1 |
| 1.1 OVERVIEW | 1 |
| 1.2 SUBMISSION OF PROPOSAL | 1 |
| 1.3 PROPOSAL FORMAT | 2 |
| 1.4 OPENING OF PROPOSALS | 2 |
| 1.5 RIGHT OF REJECTION BY CITY | 2 |
| 1.6 ACCEPTANCE OF PROPOSALS | 2 |
| 1.7 TERM OF WITHDRAWAL | 2 |
| 1.8 SELECTION PROCESS | 2 |
| 1.9 EVALUATION CRITERIA | 3 |
| 1.10 INTERPRETATIONS | 3 |
| 1.11 NONDISCRIMINATION | 3 |
| 1.12 OFFICE LOCATION / TRAVEL | 3 |
| 1.13 ORGANIZATIONAL CONFLICT OF INTEREST POLICY | 3 |
| SECTION 2 - OWNER'S PROJECT CRITERIA | 4 |
| 2.1 VISION, GOALS AND OBJECTIVES | 4 |
| 2.2 LOCATION | 5 |
| 2.3 PROGRAM / SCOPE | 5 |
| 2.4 DESIGN CHARACTER | 6 |
| 2.5 PERFORMANCE STANDARDS / TECHNICAL SPECIFICATIONS | 7 |
| 2.6 FUNDING / BUDGET | 7 |
| 2.7 SCHEDULE / TIMELINE OVERVIEW | 8 |
| SECTION 3 - SCOPE OF SERVICES | 9 |
| 3.1 GENERAL CONTRACT TERMS / CONDITIONS | 9 |
| 3.2 RESPONSIBILITIES AND STANDARD OF CARE | 10 |
| 3.3 PHASE 1: PRE-CONSTRUCTION / DESIGN DEVELOPMENT | 10 |
| 3.4 PHASE 2: CONSTRUCTION AND CLOSEOUT SERVICES | 17 |
| SECTION 4 - PROCUREMENT PROCESS | 22 |
| 4.1 PUBLIC CONTRACT CODE | 22 |
| 4.2 RESPONSE AND SELECTION PROCEDURE | 22 |
| 4.3 PROCUREMENT SCHEDULE | 23 |
| 4.4 MANDATORY PRE-PROPOSAL CONFERENCE / MEETING | 23 |
| SECTION 5 - SUBMITTAL REQUIREMENTS | 23 |
| 5.1 FORMAT AND CONTENT | 23 |
| 5.2 TRANSMITTAL / INTRODUCTION LETTER | 24 |

| | | |
|---|---|-----------|
| 5.3 | FIRM PROFILE: TECHNICAL / MANAGEMENT QUALIFICATIONS | 24 |
| 5.4 | TEAM ORGANIZATION AND KEY PERSONNEL | 25 |
| 5.5 | RELEVANT EXPERIENCE WITH SIMILAR PROJECTS | 26 |
| 5.6 | DESIGN, ENGINEERING & PERMITTING PAST PERFORMANCE | 27 |
| 5.7 | CONSTRUCTION PAST PERFORMANCE | 27 |
| 5.8 | PROJECT UNDERSTANDING AND APPROACH | 27 |
| 5.9 | DESIGN AND ENGINEERING PLAN | 28 |
| 5.10 | CONSTRUCTION MANAGEMENT PLAN | 28 |
| SECTION 6 - EVALUATION AND SELECTION | | 29 |
| 6.1 | EVALUATION CRITERIA FACTORS | 29 |
| 6.2 | SELECTION PROCESS | 29 |
| 6.3 | NOTE ON CONTRACT DOCUMENTS | 30 |
| SECTION 7 - INTEGRATED DELIVERY CONSIDERATIONS | | 30 |
| 7.1 | INTEGRATED PDB DELIVERY ACROSS ALL FACILITIES | 30 |
| SECTION 8 - CITY'S TECHNICAL ADVISOR | | 30 |
| 8.1 | DESIGN ASSIST SERVICES | 30 |
| APPENDICES | | 31 |
| A | OTHER TERMS AND CONDITIONS | 31 |
| B | DESIGN-BUILD FIRM QUESTIONNAIRE | 36 |
| C | DESIGNATION OF SUBCONTRACTORS LIST | 37 |
| D | CONFLICT OF INTEREST DISCLOSURE | 38 |
| E | NON-COLLUSION DECLARATION | 39 |
| F | PERFORMANCE BOND | 40 |
| G | LABOR AND MATERIAL PAYMENT BOND | 43 |
| H | INSURANCE REQUIREMENTS | 46 |
| I | PROPOSAL FEE INSTRUCTIONS | 51 |
| EXHIBITS | | |
| 1 | PROGRESSIVE DESIGN-BUILD AGREEMENT BETWEEN THE CITY OF REDONDO BEACH AND DESIGN-BUILDER | |
| 1.1 | GENERAL CONDITIONS OF CONTRACT BETWEEN OWNER AND DESIGN-BUILDER | |

REQUEST FOR QUALIFICATIONS / PROPOSALS (RFQ/P) FOR THE CITY'S BOND MEASURE (FP) PROJECT TO REBUILD THE POLICE DEPARTMENT HEADQUARTERS AND RENOVATE THE POLICE ANNEX FACILITY

Issuing Office: Public Works Department - Engineering Services Division

Date: January 29, 2025

SECTION 1 - INTRODUCTION

1.1 OVERVIEW

The City of Redondo Beach (City/Owner) is issuing this Request for Qualifications/Proposals (RFQ/P) to qualified entities (Respondent/Proposer) interested in providing Progressive Design-Build (PDB) services for the renovation, modernization and transformation of the Police Department's Headquarters and Annex facilities as part of the Measure FP, Public Safety Services Bond Measure Project (Project).

In accordance with California Public Contract Code Section 22185.3, this RFQ/P has been prepared and issued in order to select a PDB team - comprised of a general contractor, architect, subconsultants and trade partners - to execute the Project. The City may evaluate submissions based solely upon the information provided in each Respondent's statement of qualifications (SOQ) and proposal and may also interview some or all of the PDB entities to further evaluate their qualifications for the project.

Utilizing the PDB model, the successful Respondent (Design-Builder) will provide comprehensive design and construction services for the Project in two (2) phases.

Phase One (1) Services: Design-Builder shall perform the services of design, pricing, and other preconstruction services for the Project based on the Owner's Project Criteria and shall perform such services to the level of completion required for the Design-Builder and Owner to establish the contract price for Phase 2, as set forth below. The Guaranteed Maximum Price (GMP) for Phase 2 shall be developed during Phase 1 on an "open-book" basis and based on refined scope, schedule and cost estimates.

Phase Two (2) Services: Design-Builder's services shall consist of the completion of all construction documents, procurement of all materials and equipment, performance of construction services, the start-up, testing and commissioning, and the provision of warranty services for the Project.

Note: The City is not obligated to proceed to Phase 2 if agreement on the GMP, schedule or completion date cannot be reached. In such case, the City retains full ownership of all work products and materials produced during Phase 1 and may utilize them for subsequent procurement or Project completion by other PDB entities.

1.2 SUBMISSION OF PROPOSAL

Proposals shall be submitted electronically via the City's online purchasing portal, which can be found at <https://procurement.opengov.com/portal/redondo>, by 5:00 PM (PST) on March 13, 2026. Any proposal not received prior to the time set forth in this RFQ/P (or an addendum) may be disqualified.

1.3 PROPOSAL FORMAT

The submittal package (Proposal) shall consist of electronic, bookmarked pages in Portable Document Format (PDF). Proposals deemed to be incomplete or marred by other deficiencies may be rejected without further consideration.

1.4 OPENING OF PROPOSALS

Proposals will be opened and evaluated by the assigned Evaluation Committee after the submittal deadline. The proposals will not be publicly read (Government Code Section 6250 et. seq.). Once a proposal has been submitted, it will not be returned.

1.5 RIGHT OF REJECTION BY CITY

The City expressly reserves the right, at its sole discretion, to reject any and all proposals and solicit new proposals with modified terms and conditions. In the event of any such rejection, the City shall not be liable for any costs incurred in connection with the preparation and submittal of a proposal. The City also reserves the right to waive any informalities in conjunction with the proposals.

1.6 ACCEPTANCE OF PROPOSALS

Within sixty (60) days after the final submittal deadline for proposals, the City will act upon them. The highest-ranking firm or firms (as determined by the Evaluation Committee thorough review of written proposals) may be requested to submit additional information or participate in interviews (either online or in person). The City reserves the right to enter into negotiations to produce a contract for services with a single entity. The City reserves the right to terminate negotiations, without any cost to the City, in the event it deems progress toward a contract to be insufficient. In that event, negotiations may commence with the second highest ranking firm or team.

1.7 TERM OF WITHDRAWAL

All fee proposals shall be firm offers and may not be withdrawn for a period sixty (60) days following the date set forth above in Section 1.2.

1.8 SELECTION PROCESS

The selection process will be informed by the following standards:

- 1.8.1 Adherence to Format: A proposal should adhere to the format outlined in this RFQ/P in order to be evaluated by the City. Each response should be specifically addressed to the applicable section of the RFQ/P.
- 1.8.2 Proposal Evaluation: An Evaluation Committee will evaluate the proposals utilizing criteria listed in Section 1.9, and throughout this document, and may utilize the services of appropriate experts to assist in the evaluation process.
- 1.8.3 Oral Interview: The City may, at its option, invite one or more of the highest-ranking firms/teams to make a verbal presentation to the Evaluation Committee to provide additional requested information or answer questions regarding the proposal.

1.9 EVALUATION CRITERIA

Proposals will be reviewed and evaluated by the Evaluation Committee based on the information provided in each proposal. Selection will be made on a "best qualified" basis.

Criteria for selection will include, but not be limited to:

- 1.9.1 Overall qualifications of firm and key team members, such as experiences and expertise of project manager(s), and availability and qualifications of other key personnel, consultants and sub-contractors.
- 1.9.2 Prior experience, references, and successful completion of similar projects.
- 1.9.3 Understanding of the City's program needs, objectives and goals for the Project.
- 1.9.4 Technical ability, such as methodology and stated approach to the Project.
- 1.9.5 Capacity of firm to complete Project per the City's timeline and within budget.
- 1.9.6 Overall organization and quality of the proposals.

1.10 INTERPRETATIONS

All questions regarding the meaning or intent of the information provided in this RFQ/P, including procedures, specifications and contract provisions, shall be submitted via the City's online procurement portal (<https://procurement.opengov.com/portal/redondo>), and no later than February 26, 2026, 5:00 PM PST.

Questions that result in a significant interpretation of, or change in, the RFQ/P will be made by the City issuing an addendum to all recipients of the RFQ/P, and acknowledgement of any such addendum(s) shall be a part of the proposal. The City will not be responsible for any informal interpretation of the RFQ/P.

1.11 NONDISCRIMINATION

The consultant, with regard to the work performed by it during the contract, will be required to agree not to discriminate on the grounds of race, color, creed, religion, sex, marital status, age, handicap, national origin, or ancestry in any activity pursuant to this agreement.

1.12 OFFICE LOCATION / TRAVEL

The City does not intend to house any consultant at the City's offices. The City does not intend to reimburse any consultant for personnel relocation under this agreement. Consultant's proximity to the City may be considered during the RFQ/P evaluation.

1.13 ORGANIZATIONAL CONFLICT OF INTEREST POLICY

A conflict-of-interest checklist is to be used by all Respondents, including subconsultants, to assist in the screening for potential organizational conflicts of interest. The checklist will only serve as a guide and there may be additional potential conflict situations not covered, and should the Respondent determine a potential conflict of interest exists that is not covered by the checklist, that potential conflict must still be disclosed.

SECTION 2 - OWNER'S PROJECT CRITERIA

2.1 VISION, GOALS AND OBJECTIVES

The City's Measure FP Project is a voter-approved \$93,350,000 general obligation bond measure to fund the reconstruction of Fire Stations No. 1 and 2 and the modernization of Police facilities, including the Headquarters and Annex buildings, in an expedient manner within the established budget in order to enhance public safety operations.

This RFQ/P is focused solely on the transformation of Police Department facilities, including the Headquarters and Annex buildings, for the Measure FP Project and the following defines the fundamental programmatic, performance and quality requirements that will guide design and construction under the PDB approach, which may be modified during Phase One (1) (Preconstruction/Design Development), subject to Owner approval, and defines the standards against which the Guaranteed Maximum Price (GMP) proposal will be evaluated before proceeding to Phase Two (2) (Final Design and Construction).

2.1.1 Vision Statement

The City envisions a unified, modern, cohesive and operationally efficient PD campus, through the selective renovation, expansion and/or replacement of existing PD facilities, which supports effective law enforcement practices, promotes excellence in policing, and enhances community/public safety.

2.1.2 Key Goals and Objectives

a. Phased Redevelopment with Operational Continuity

As the City's Police Department (RBPD) must remain fully operational throughout the duration of the Project, the Design-Builder will be responsible for developing a detailed phasing and transition plan that ensures the uninterrupted provision and deployment of public safety services. This includes coordination of temporary workspaces, secure access routes and vehicle parking, and utility connections, which will be critical to maintaining operations and minimizing potential disruptions to PD personnel and the public.

b. Program-Driven Facility Replacement

The redevelopment effort will be guided by the City's established programmatic needs and operational priorities, including the goal of consolidating key PD units and divisions under one roof or within a cohesive campus. The design should promote efficient circulation, functional adjacencies between units, secure access points, and adaptable spaces that support modern policing practices and take into account ever evolving, future technology needs.

c. Cost Effectiveness and Long-Term Value

In collaboration with the PDB team, the City aims to emphasize cost-conscious design and construction solutions; leverage open-book cost estimating, value engineering and life-cycle cost analysis; and invest in durable, low-maintenance materials and systems that extend the useful life of City assets.

d. Integrated and Collaborative Delivery

The PDB process will require close collaboration between the City, and more specifically the Police Department, and the Design-Builder to refine design documents, validate costs, and establish a GMP aligned with the approved budget and scope. As such, the Design-Builder must demonstrate an ability to coordinate design progression with financial, permitting and construction readiness in order to minimize downtime and accelerate delivery.

e. Operational Efficiency and Site Functionality

The Project must balance functionality, safety and aesthetics while enhancing both operational performance and civic presence. The Design-Builder should evaluate existing facilities, site circulation and secure zones in order to propose layouts that improve workflow, enhance staff and public access, and integrate critical law enforcement functions.

f. Collaborative and Transparent Team Culture

The City seeks a Design-Builder with proven experience delivering public safety facilities utilizing alternative or innovative delivery models, particularly those involving phased operations and temporary facilities, in order to yield a strong, transparent and collaborative working relationship centered around communication, problem solving and trust.

2.2 LOCATION

The Project is a multi-phase initiative to reimagine, upgrade and unify the existing PD Headquarters and Annex facilities into a modern, high-performing and operationally resilient campus that meets current and future law enforcement and public safety needs.

2.2.1 Police Headquarters (PD HQ): 401 Diamond Street: 19,152 SF

2.2.2 Police Annex Building (PD AB): 200 N Pacific Coast Hwy: 11,226 SF

2.3 PROGRAM / SCOPE

Several options could be pursued and further explored to reach the highest and best use possible for PD operations based on the footprint or square feet of the existing facilities combined with any new construction, all within the budget cap/allocation.

This might encompass targeted structural upgrades for specific support functions; expansion of existing facilities based on essential versus adaptive reuse for non-essential operations; a hybrid approach of selective demolition/rebuild and renovation; and/or a phased implementation of a new PD building footprint over time.

The following are intended as general use and occupancy objectives for a combined PD HQ campus or facility, and given the City's public and institutional zone regulations allow for building height up to forty-five (45) feet or three (3) stories, a new PD HQ could feasibly be located adjacent to the existing footprint with a redesigned presence next to City Hall.

2.3.1 Administration

- a. Office of the Chief / Command Staff Offices
- b. Administrative Support Areas / Conference Rooms

2.3.2 Support Services

- a. Personnel & Training Unit
- b. Records Unit
- c. Communications / Dispatch Center
- d. Real-Time Information Center (R.T.I.C.) / War Room
- e. Task Force Unit
- f. Technical (Dedicated IT) Support Space
- g. Property & Evidence / Crime Lab
- h. Court Liaison Unit

2.3.3 Patrol Bureau

- a. Patrol Division
- b. Jail Unit

2.3.4 Special Operations Bureau

- a. Investigations Division
- b. Special Operations Division
- c. Traffic Unit
- d. Community Services Unit
- e. Parking / Animal Control & Code Enforcement

2.3.5 Common Areas / Support Spaces

- a. Public Lobby
- b. Staff Support Spaces
- c. Locker Area

2.3.6 Amenities

- a. Multipurpose / Training Rooms
- b. Fitness / Wellness Center

2.3.7 Overflow / Long-Term Storage

- a. Note: Long-term property and evidence is currently housed offsite, and the goal would for this to be relocated to the consolidated PD campus as envisioned.

2.4 DESIGN CHARACTER

The redevelopment of the PD facilities should strive to maintain compatibility and continuity with the existing Civic Center site and adjacent neighborhoods.

2.4.1 Core Improvements

Modernization and/or replacement of existing PD buildings should address the City's identified programmatic needs, and improvements shall include upgrades to spaces and areas housing key law enforcement functions, and the design thereof should optimize circulation, adjacencies and workflow.

2.4.2 Temporary Operations Support

While the City will directly procure any necessary temporary modular facilities, the PDB team will be responsible for designing and implementing any associated site improvements, grading and utility connections required to ensure the temporary facilities are fully functional and aligned with the approved construction schedule.

2.4.3 Site Enhancements

Upgraded utilities, secure staff and public parking areas, pedestrian and vehicle circulation, fencing, lighting, and landscaping designed to enhance the overall PD campus functionality. Site improvements should take into account necessary, separate access points or zones based on critical law enforcement operations.

2.4.4 Sustainability and Resiliency

Incorporation of durable, energy-efficient systems, inclusive of backup power generation, and design strategies that reduce long-term maintenance costs and improve building performance under emergency and post-disaster conditions.

2.4.5 Future Scalability

Design flexibility to accommodate future technology integration, evolving staff needs, and the potential expansion or reconfiguration of facilities without significant operational disruption.

2.5 PERFORMANCE STANDARDS / TECHNICAL SPECIFICATIONS

2.5.1 Structural and seismic compliance for essential services buildings with 75-year design life, and meets or exceeds standards for critical law enforcement operations as promulgated by the International Association of Chiefs of Police (IACP).

2.5.2 Functional and operational systems, including mechanical, electrical, and plumbing (MEP), designed for high reliability and with redundancy.

2.5.3 Environmental and energy efficiency standards in compliance with California Title 24 requirements.

2.5.4 Sustainability, durability and resiliency factors and construction materials that utilize a low maintenance, life-cycle replacement planning/cost orientation.

2.6 FUNDING / BUDGET

The total approved Measure FP bond funding authorization is \$93,350,000 with roughly \$45,350,000 set aside for advancing the PD facilities modernization Project. The estimated direct construction cost, for purposes of fee proposal calculation, is \$32,000,000, inclusive of new facilities and temporary site improvements.

Key cost components include but are not limited to construction; geotechnical (e.g., soils reports); deputy testing/inspections; architectural and engineering services; furniture, fixtures and equipment; temporary facilities and relocation expenses; electronic systems and special equipment; utility connection services and fees; and program and construction management firm overhead, fees and reimbursables.

The City's previously approved contingency is roughly ten percent (10%), and all escalation allowances shall be tracked separately. The City will withhold five percent (5%) retention from all Phase 2 or early work package payments for work performed. The Design-Builder shall develop and maintain an open-book cost model, updated at each design milestone with life-cycle cost analysis completed throughout, and GMP validation must demonstrate budget alignment before Phase 2 authorization.

2.7 SCHEDULE / TIMELINE OVERVIEW

The work to be performed under the established contract will be informed by the following, anticipated milestones with the understanding that time is of the essence to this Project.

2.7.1 Phase 1: Pre-Construction / Design Development

Utilizing the City's established programmatic space needs and functional requirements to advance design, validate scope and confirm existing site and utility conditions, the PDB team will develop a GMP during the design development stage. This phase will encompass cost modeling, constructability reviews and schedule development.

Moreover, the Design-Builder will also prepare a detailed, phased and operational continuity plan that ensures uninterrupted emergency-response operations during construction and coordination of temporary site improvements and utility connections to support modular facilities and associated equipment to be procured directly by the City.

2.7.2 Phase 2: Construction

Upon mutual agreement of the GMP, proposed schedule and execution of the Phase 2 Amendment, the Project will transition into construction. This phase may include selective renovation, expansion and/or replacement of existing facilities along with necessary site improvements and infrastructure upgrades.

The new, expanded and/or modernized facilities shall be delivered as code-compliant, seismically resilient, energy-efficient, technologically adaptable and future-ready assets that enhance operational readiness and serve the City well into the future.

| 2.7.3 <u>Target Completion Schedule</u> | <u>Est. Duration</u> | <u>Est. Completion</u> |
|---|----------------------|------------------------|
| Notice to Proceed to Phase One (1) | Start / NTP | Spring 2026 |
| Phase 1 - Design & Concept Review | 4 Months | Summer 2026 |
| Phase 1 - GMP Development/Negotiation | 3-4 Months | End of 2026 |
| Notice to Proceed to Phase Two (2) | Month 9 | Start of 2027 |
| Phase 2 - Construction Docs/Early Work | 5 Months | Summer 2027 |
| Phase 2 - Substantial Completion | 24 Months | Summer/Fall 2029 |

SECTION 3 - SCOPE OF SERVICES

The scope of work to be performed by the Design-Builder during both Phase 1 and Phase 2 are specified herein and with reference to the attached Contract Documents, which include the Progressive Design-Build Agreement, General Conditions of Contract, and various associated exhibits, appendices and amendments, where applicable.

California Senate Bill No. 706: Public Contracts: Progressive Design-Build: Local Agencies (2023-2024), an act to add and repeal Chapter 4.7 (commencing with Section 22185) of Part 3 of Division 2 of the Public Contract Code, relating to public contracts, also governs the progressive design-build (PDB) procurement process for public agency capital projects.

3.1 GENERAL CONTRACT TERMS / CONDITIONS

3.1.1 No Guarantee for Award

There is no guarantee that the City will award a contract for any portion of this Project, including for the Phase 1 or Phase 2, and the Design-Builder will not be entitled to recover any costs, anticipated profit or monetary award(s) for proposal preparation in the event the City decides not to award a contract or if the City does not award a contract to a particular Proposer.

3.1.2 Wage Rates / Requirements

The Design-Builder is required to comply with all applicable prevailing wage requirements and/or regulations, including but not limited to California Labor Code Section 1720 et seq., and those requirements and regulations that are deemed included in the proposal documents. State prevailing wage requirements are published by the California Department of Industrial Relations (www.dir.ca.gov).

3.1.3 Labor Compliance

The Design-Builder, and the subcontractors, of every tier, shall be registered with the Department of Industrial Relations (DIR), pursuant to Labor Code Sections 1725.5 and 1771.1, for the duration of time that the contractor is performing work under the construction documents. Neither the contractor nor any subcontractor shall be qualified to submit a bid or proposal or be listed in a bid or proposal subject to the requirements of Section 4104 of the California Public Contract Code or engage in the performance of work under the contract documents unless currently registered and qualified to perform public work pursuant to Labor Code Section 1725.5. The contractor shall not enter into any subcontract without proof of the potential subcontractor's registration. If an unregistered contractor submits a proposal, the City will deem such a proposal as non-responsive. If any unregistered contractor or subcontractor performs work on this Project at any time, the City has the right to terminate the contract for cause.

3.1.4 Skilled and Trained Workforce

The Design-Builder shall provide with its submittal an enforceable commitment to the City that the Design-Builder and its subcontractors at every tier will use a skilled and trained workforce to perform all work on the project or contract that falls within an apprenticed occupation in the building and construction trades, in accordance with Chapter 2.9, commencing with Section 2600, of Part 1 of the California Public Contract Code.

3.1.5 Equal Employment Opportunity

The Design-BUILDER shall comply with all applicable federal, state and local laws, rules and regulations regarding non-discrimination in employment because of race, color, ancestry, national origin, religion, sex, marital status, age, medical condition, disability, or any other lawful reason.

3.1.6 CEQA Compliance

The Design-BUILDER shall ensure that the Project design complies with the California Environmental Quality Act (CEQA). Based on the existing environmental documentation, assuming consistency with the City's General Plan and zoning provisions and leveraging prior Environmental Impact Report (EIR) work completed for the existing facilities, it is anticipated that a CEQA Exemption Memo will serve as the most appropriate path for compliance.

3.2 RESPONSIBILITIES AND STANDARD OF CARE

The standard of care for all professional services performed to execute the work shall be the care and skill ordinarily used by members of the applicable profession practicing under similar conditions at the same time and locality of the Project. The Design-BUILDER shall also perform the design and construction so that the work meets or exceeds the performance requirements set forth in the Owner's Project Criteria, the Initial Project Scope and/or the Basis of Design Documents.

The Design Builder shall perform all activities efficiently and with the requisite expertise, skill, and competence to satisfy the requirements of the Contract Documents and in accordance with applicable legal requirements and governmental approvals. The Design-BUILDER accepts full responsibility for:

- 3.2.1 Design quality, coordination, and code compliance;
- 3.2.2 Professional engineering and architectural standards;
- 3.2.3 Constructability, cost control, and schedule integration;
- 3.2.4 Temporary facilities siting and functionality;
- 3.2.5 Operational continuity for public safety operations during construction;
- 3.2.6 Preparation of complete and coordinated Construction Documents; and
- 3.2.7 GMP development using transparent, open-book methodologies.

3.3 PHASE 1: PRE-CONSTRUCTION / DESIGN DEVELOPMENT

Preconstruction and progressive design services will include collaborative design development, scheduling, cost estimating and risk analysis to support the City's goals, and the selected Design-BUILDER shall not begin services until the City issues a formal Notice to Proceed (NTP) for Phase 1: Preconstruction. The Phase 1 Services shall commence within five (5) days of Design-Builder's receipt of Owner's Notice to Proceed (NTP), unless the parties mutually agree otherwise in writing, and shall include the following tasks identified and per the Contract Documents.

| <u>Task 1: Project Initiation: Program Validation and Alignment</u> | | | |
|---|---------------------|--|---|
| 1A | Kickoff Meeting | Design-Builder, City staff and Owner's Representative shall meet to confirm Project team members and overall goals, review program documents, and clarify temporary provisions. | Within 7 days of NTP |
| 1B | Alignment Workshops | Process intended to validate alignment of Owner's Project Criteria with initial scope, cost model(s), schedule assumptions, budget, phasing and baseline program in order to ensure early consensus. | Within 30 days of NTP |
| 1C | Deliverables | <ul style="list-style-type: none"> • Review and validate program materials completed during the Strategic Planning Phase. • Evaluate operational requirements for RBPD. • Establish baseline assumptions for scope, schedule, budget and risk. • Provide documentation of alignment decisions. | Within 30 days of NTP |
| <u>Task 2: Project Management: Reporting, Meetings and Plans</u> | | | |
| 2A | Action Item Log | Design-Builder shall maintain a dedicated log to track key actions (to be) completed by the team to progress the Project, and such log(s) shall have: <ul style="list-style-type: none"> - Date(s) that the actions are recorded; - Party/person responsible to complete action(s); - Project component related to the action; and - Action due date(s) and other pertinent notes. | Ongoing, as actions and decisions are made. |
| 2B | Decision Log | Design-Builder shall maintain a dedicated log to track key Project decisions that shall include: <ul style="list-style-type: none"> - Date(s) the decision was recorded; - Project component related to the decision; and - Pertinent notes or docs that contain record of the decision (e.g., meeting, email, etc.). | Ongoing, as actions and decisions are made. |
| 2C | Design Log | Design-Builder shall maintain and provide to the Owner for review a Design Log, including a full listing of Reliable Design Decisions and all changes to the Basis of Documents, for the sole purpose of tracking the development of design decisions. | Weekly, and after every design review. |
| 2D | Trend Log | Design-Builder shall maintain a log of issues that have been identified by the Design-Builder or Owner during the design process that may cause change to the Owner's program, the Basis of Design Documents and/or any commercial term. | At request of Design-Builder or Owner. |

| | | | |
|----|---------------------------------------|--|--|
| 2E | Risk Register | <p>Design-Builder shall provide risk management, identifying Project risks for both Phase 1 and Phase 2 and documenting such risks in the Project Risk Register, and update it regularly as new risks are identified, with the following information included:</p> <ul style="list-style-type: none"> - Risk identification and description; - Project component(s) related to the risk; - Estimated likelihood risk will occur; - Potential impact (e.g., cost, schedule, material, design, etc.) should risk occur; and - Risk management/mitigation strategy. | Updated/ revised as necessary/ regularly. |
| 2F | Quality Assurance/ Quality Control | <p>Design-Builder shall develop a Quality Assurance/Quality Control (QA/QC) Plan for implementation, and be reviewed and approved by the Owner, and shall include or reference all of the following:</p> <ul style="list-style-type: none"> - Purpose and objective; - QA/QC team, roles and responsibilities; - Technical memorandum of QC process; - Design submittal QC process; and - Proposed QA/QC documentation and forms. | Utilized for ongoing execution of scope of work. |
| 2G | Information Mgmt. Plan | <p>Design-Builder and Owner shall agree upon the software and the format for the transmission of Electronic Data (i.e., document storage, format, transmittal protocols, etc.). Each party shall be responsible for securing the legal rights thereto.</p> | Mutually agreed upon format(s). |
| 2H | Progress Reporting Protocol | <p>Design-Builder shall submit a monthly progress report with each monthly invoice, which shall include:</p> <ul style="list-style-type: none"> - Written narrative summarizing work performed over the past (30-day) progress period and work planned in the next (30-day) progress period; - Monthly progress schedule accounting for the status of activities in Project Baseline Schedule; - Any recommended modifications to the Project Baseline Schedule; - Estimated spending for the next three months; - Updated design, decision and trend logs; - Updated Risk Register; and - Monthly invoice (reference Article 6 - Payment of General Conditions as to required format and monthly periodic deliverables) and supporting documentation including budget status update. | Monthly, and attached to each Application for Payment. |

| | | | |
|--|--|---|--|
| 2I | Meetings / Workshops Agendas & Look-Ahead Schedule(s) | <p>Design-Builder shall facilitate and serve as the primary lead for meetings, calls and/or workshops as required to move the Project forward, and for each meeting, Design-Builder shall develop an agenda prior to, submit meeting minutes to the Owner within three (3) business days after, and include a list of action items resulting from the meeting.</p> <p>Bi-weekly progress meetings shall inform the Owner of performance, budget status, scope changes, and to resolve issues relating the Project budget, work quality and performance. These shall include a Look-Ahead Schedule to help identify any roadblocks, constraints, and resource needs based on the last and future progress meetings.</p> <p>Prior to the submission of key design deliverables, Design-Builder shall facilitate design workshops to inform the Owner of design development and to solicit Owner's input on design decisions. Following the submission and timely review of design deliverables, Design-Builder shall facilitate review meetings to discuss Owner's review comments.</p> | <p>Biweekly progress meetings</p> <p>Design workshops and review meetings for each design milestone.</p> |
| <u>Task 3: Site Investigation and Due Diligence</u> | | | |
| 3A | Inspection of Site Conditions | Design-Builder shall obtain and review with the City all available site conditions, geotechnical, environmental and building data, and civil and topographic surveys along with any other due diligence items requiring further investigation. | Within 60 days of NTP |
| 3B | Site and Design Alignment | Findings should directly inform the initial design and subsequent design phases, ensuring alignment of design strategies with actual site conditions. | Within 60 days of NTP |
| 3C | Deliverables | <ul style="list-style-type: none"> Review all existing reports, surveys, and studies provided by the City. Identify gaps requiring any supplemental field testing, inspections or investigations. Due diligence necessary for Design Development, including geotechnical, utilities, hazmat, structural assessment, surveys, etc. Incorporate findings into CD, SD, DD and GMP deliverables as referenced herein. | Within 60 days of NTP, unless additional follow-up necessary within Phase 1. |

| <u>Task 4: Temporary Facilities Planning</u> | | | |
|---|--------------|---|---|
| 4A | Objective | Temporary PD facilities will potentially be hosted/located in modular buildings, separately/independently procured by the City, and/or at the Annex facility, while the Design-Builder will be responsible for any necessary site preparation work, including design and construction within the GMP. | Ready for occupation at start of Phase 2 |
| 4B | Deliverables | <ul style="list-style-type: none"> • Prepare temporary facility site design inclusive of grading, utilities, circulation, access control, emergency vehicle pathways, and security measures for personnel and equipment. • Integrate the modular building footprint(s), loads, and utility demands into civil, structural, mechanical, electrical, and plumbing (MEP) design for efficient, code-compliant operations. • Prepare construction documents for all temporary facility site work after having ascertained the character and accessibility of the sites and the surface conditions thereof. • Include temporary facility site construction within the proposed contract price/GMP development. | Completion prior to Phase 2, with the possibility of a separate GMP negotiation and agreement for the temporary facilities site work if fast tracked. |
| <u>Task 5: Conceptual Design (CD) Milestone</u> | | | |
| 5A | Objective | Design-Builder shall prepare a concept design package that establishes the Project vision for the PD facilities, develop multiple design options for and associated campus configuration, explore site organization, and provide direction for advancing the Project forward. | CD Milestone |
| 5B | Deliverables | <ul style="list-style-type: none"> • Conceptual site plans for the facilities. • Conceptual floor plans and adjacencies. • Operational flow diagrams. • High-level phasing strategy for service continuity. • Design narrative describing intent, systems approach, and architectural character. • Order-of-magnitude cost model. • Preliminary integrated schedule. • CD presentation to City staff for final review, direction and approval prior to the SD phase. | Within sixty (60) days of NTP |

| <u>Task 6: Schematic Design (SD) Milestone</u> | | | |
|---|----------------------|--|--|
| 6A | Objective | Design-Builder shall further refine the Project's scope, scale and character in line with preliminary budget and schedule targets. The PDB team shall introduce preliminary building systems and begin integrating site utilities and landscape strategies. | SD Milestone |
| 6B | Deliverables | <ul style="list-style-type: none"> • Schematic Design site plan, floor plans, building massing and system concepts. • Outlined specifications that identify the Project's major components and building materials. • Updated cost model consistent with budget. • Updated schedule with identified critical path method (CPM). • Draft phasing and logistics plans. • Identification of early works packages (EWPs) including demolition/abatement, utility relocations, early grading, temporary facilities site prep, and long-lead procurement. • SD presentation to City staff for final approval(s). | Within one hundred twenty (120) days of NTP. |
| <u>Task 7: Design Development (DD) Milestones</u> | | | |
| 7A | Objective | Design-Builder shall advance the Project to a level suitable for GMP preparation and a Phase 2 Price Proposal based on checkpoints at 50% and at 100% DD for the City to review cost, schedule, and scope alignment and confirm strategies for next steps. | 50% and 100% DD milestones |
| 7B | 50% DD Deliverables | <ul style="list-style-type: none"> • Coordinated architectural, structural, mechanical, electrical, plumbing, and fire protection layouts. • System diagrams and narratives. • Updated DD-level cost estimate(s). • Updated logistics and operational phasing plan. • Refined EWP list. • Updated risk matrix. | Within forty-five (45) days of SD completion date. |
| 7C | 100% DD Deliverables | <ul style="list-style-type: none"> • Fully coordinated 100% DD package suitable for GMP pricing. • Updated cost estimate(s) and reconciliation. • Updated integrated schedule. • Refined operational continuity plan. • DD presentation to City staff for final approval(s). | Within forty-five (45) days of 50% DD completion date. |

| <u>Task 8: Cost Modeling/Estimate Reconciliation & Schedule/Phasing Development</u> | | | |
|---|----------------|--|--|
| 8A | Objective | At each milestone (CD, SD, 50% DD and 100% DD), Design-Builder shall facilitate, at a minimum, bi-weekly progress meetings, monthly progress reports, and updates to the various logs, plans, and/or registers as changes are made/as needed. | Milestone Tracking |
| 8B | Deliverables | <ul style="list-style-type: none"> • Identified, transparent cost estimates and risks, and value opportunities. • Updated design risk register, along with constructability review(s). • Preliminary GMP with system-level breakdowns. • Updated Project schedule, site logistics and phasing plan(s) for operational continuity. • Recommendations for EWP's and procurement strategies for long-lead items. | Ongoing and as necessary. |
| <u>Task 9: Guaranteed Maximum Price (GMP) Development</u> | | | |
| 9A | Objective | <p>Following 100% DD approval, the Design-Builder will prepare and submit the GMP package for City review using an open-book approach and competitive trade bidding to ensure transparency.</p> <p>If the City and Design-Builder cannot reach agreement on the GMP, schedule, Phase 2 Amendment terms and/or completion date, the City reserves the right to terminate for convenience and procure construction separately.</p> | GMP Package |
| 9B | Key Components | <ul style="list-style-type: none"> • GMP-level drawings and outline specifications. • Detailed schedule of values (SOV) including: <ul style="list-style-type: none"> a. Subdivision of work into parts based on the Work Breakdown Structure (WBS); b. Values for all items comprising the work; and c. Basis for monthly progress applications for payment as part of the open book basis. • Breakdown by trade and system. • List of clarifications, assumptions and exclusions used in the development of the GMP. • Subcontractor bid results and procurement narratives. • Updated, integrated schedule and phasing plan. • Bonds, insurance certificates, and other required documentation and/or supplementary forms. | To be submitted as part of the Phase 2 Price Proposal, which may be based on Lump Sum or Design-Builder's Fee and Cost of the Work with an option for a GMP. |

3.4 PHASE 2: CONSTRUCTION AND CLOSE-OUT SERVICES

Design-Builder's Phase 2 services shall consist of design support during construction; the procurement of all materials and equipment; the performance of construction services; the start-up, testing, and commissioning; and the provision of warranty services, all as to be further described and agreed to in the Contract Price or Phase 2 Amendment.

Design-Builder shall provide, through itself or subcontractors, the necessary supervision, labor, inspection, commissioning, start-up, testing, equipment and materials, construction equipment, supplies, temporary utilities, other temporary facilities, and other related services to enable the PDB team to achieve Substantial Completion and Final Completion of the Project consistent with the Contract Documents. Design-Builder shall at all times exercise complete and exclusive control over the means, methods, sequences and techniques of construction.

3.4.1 Conditions for Issuance of Phase 2 Notice to Proceed (NTP)

- a. Agreement upon a final GMP, Project schedule, and completion date.
- b. Completion of plan checks required for Phase 2 and verification of conformance to the Contract Documents.
- c. Verification of required payment bond and insurance.
- d. Confirmation that the Project cost is within the approved budget.

3.4.2 Construction Bid Packages

As construction bid packages are to be developed and released progressively, aligned with the phased design completion and cost validation milestones, the Design-Builder, in coordination with the City, may develop a preliminary bid package plan and procurement strategy that leverages early procurement opportunities and logical bid package breakdowns.

Bid packaging components shall be identified by the Design-Builder during the Pre-Construction services phase. Examples of possible bid packages include work for underground utilities, site preparation and improvements, building construction and landscaping.

Upon the City's acceptance of the Design-Builder's recommended separate bid packages, the Design-Builder shall include the bid packages in the GMP proposal to the City and indicate separate construction costs, schedule and other conditions for each bid package to be initiated, completed and accepted in accordance with the Contract Documents.

3.4.3 Subcontractor Procurement Methodology

The Design-Builder shall set forth, using the Designation of Subcontractor's List (Appendix C), required under California Public Contract Code Section 4100 et seq. ("Subletting and Subcontracting Fair Practices Act", Chapter 4 (commencing with Section 4100) of Part 1 of Division 2), the name, location of the place of business, contractor's license number, and public works contractor registration number of

each subcontractor that will perform work or labor or render service to the prime contractor in or about the construction of the project as identified in the Design-Builder's SOQ or Proposal.

In accordance with the Public Contract Code as referenced, the Design-Builder shall procure all trade contractors (subcontractors) not otherwise listed in the SOQ or proposal through a publicly advertised and competitive bidding process that provides for public notice of the availability of work to be subcontracted and a fixed date and time as to which the subcontracted work will be awarded.

Per the contract terms, and in compliance with the associated California statute, the Proposer must provide an enforceable commitment to the City that it, as the Design-Builder, and its subcontractors at every tier will use a skilled and trained workforce to perform all work on the Project or contract that falls within an apprenticed occupation in the building and construction trades, in accordance with Chapter 2.9 (commencing with Section 2600) of Part 1.

Note: The City will not reimburse the Design-Builder or trade contractors (subcontractors) for the reproduction costs of bid or construction documents.

3.4.4 Design-Builder Responsibilities for Construction Documents

- a. Design decisions to be based on construction materials, methods, systems and costs to provide the best value within the sought price and schedule.
- b. Documents shall identify design codes, standards and requirements used for the development of the plans, including the edition and applicable sections.
- c. Update building information modeling (BIM) to include specific construction elements, connections and interfaces, and fabrication/assembly details.
- d. Technical documents incorporating all input/comments and agreed upon value-engineering items shall be advanced to Issued-for-Construction (IFC) level.
- e. Documents shall include a quality control program and an implementation plan to ensure the Project progresses and complies with the approved design.
- f. Registered design professional-of-record (DPOR) shall provide construction administration services and specify all tests and inspections that are mandated by the building code and necessary to achieve regulatory compliance.
- g. DPOR services shall also include shop drawing review, response to requests for information, and periodic site visits to observe/verify quality of work.
- h. Manage design package, track all approvals through final signoff, and facilitate regulatory approval, permit acquisition and code compliance.
- i. Final, approved-for-construction set of documents shall be signed and stamped by the California-licensed professionals who prepared them and such licensed (sub-)contractors shall certify the documents' compliance with codes, standards, practices and regulations.

| <u>Task 10: Construction Documents (CD) Milestone</u> | | | |
|---|--------------|---|--|
| 10A | Objective | Design-Builder shall develop, prepare and submit complete Construction Documents, taking into account performance specifications and quality of materials and equipment identified in the DD phase, to ensure achievement of established City goals within the agreed upon contract price/GMP. | CD Milestones at 30%, 60%, 90% and 100% |
| 10B | Deliverables | <ul style="list-style-type: none"> • Drawings and specifications for all disciplines. • Updated cost model. • Updated schedule and critical path analysis. • Constructability refinements. • Updated EWP scope and sequencing. | 100% CDs must be permit-ready and stamped by CA-licensed contractors. |
| <u>Task 11: Cost Estimating</u> | | | |
| 11A | Objective | Design-Builder shall develop a cost model for the Project for review and approval by Owner as to the format for presenting cost estimates that will be used consistently throughout the Project and so the Owner can track the evolution of estimated costs through successive cost submittals. | Cost model review and approval |
| 11B | Components | <p>Costs shall be broken down to show/display:</p> <ul style="list-style-type: none"> - Labor classification and hours (including any overtime and/or night shift as needed); - Equipment and materials; - Any subcontract costs for each item; - All contingency and escalation factors; and - Assessment of risks and risk costs. <p>Cost model shall include such cost details and a section for summary costs of major cost categories, markups and contingencies.</p> | Initial/first cost estimate to be updated at any point thereafter based on design changes. |
| <u>Task 12: Schedule Development</u> | | | |
| 12A | Objective | Design-Builder shall develop and submit a Project Baseline Schedule that includes contractual dates for key milestones including Substantial Completion and Final Completion. | Project Baseline Schedule |

| | | | |
|--|------------|---|---|
| 12B | Components | <ul style="list-style-type: none"> - Schedule shall use critical path method (CPM); - Durations shall not exceed thirty (30) days, except for fabrication and delivery of equipment and materials, design activities, or items approved in writing by Owner; - Schedule shall include activities that require Owner's observation or acceptance; - Planned shutdowns/outages shall not exceed eight (8) hours and require Owner approval, and designs shall include provisions for such; - Tasks for Owner review shall be based on a three (3) week duration aligned with CPM; and - Schedule shall be in Microsoft Project, submitted as electronic files (native and Adobe PDF format) and hard copy, unless otherwise agreed to by all parties. | Updated at min. on a monthly basis, and as needed to reflect significant Project changes, concurrent with design changes. |
| <u>Task 13: Schedule of Values</u> | | | |
| 13A | Objective | The Phase 2 activities in the Project Baseline Schedule are required to match the Schedule of Values (SOV) that will be used for Phase 2 progress payments (defined in the Agreement). | Congruent with Baseline Schedule |
| 13B | Elements | SOV shall be an early-stage Phase 2 Deliverable and included in the Phase 2 Amendment for: <ul style="list-style-type: none"> - Permitting; - Construction Design Documents; - Engineering services during construction; - Construction and permit compliance; and - Testing, startup, and commissioning. | Review by Owner within a three (3) week duration. |
| <u>Task 14: Construction Phase Management</u> | | | |
| 14A - Site Safety and Cal/OSHA Compliance | | Develop and implement a site-specific safety plan compliant with Cal/OSHA. Maintain secure access controls separating construction zones from operational City facilities. | |
| 14B - Utility Coordination | | Manage tie-ins, relocations, and shutdowns to existing utilities to avoid disruption to active facilities. | |
| 14C - Document Management | | Maintain construction documents, including RFIs, submittals, shop drawings, change orders, and meeting minutes through a project management platform as agreed upon by the parties. | |

| | |
|--|---|
| 14D - QA/QC Procedures & Required Inspections | Implement a quality assurance/quality control (QA/QC) program to verify conformance with design intent and specifications, including regular inspections, testing oversight, and deficiency tracking through Punch Lists. |
| 14E - Document Management | Maintain and manage construction documents, including RFIs, submittals, shop drawings, change orders, and meeting minutes through a cloud-based project management platform as agreed upon by Owner and Design-Builder. |
| 14F - Change Management | Administer a transparent process for evaluating pricing, approving changes, and maintaining real-time logs and impact analyses for City review. |
| 14G - Phasing and Operational Continuity, Including Coordination with City's Inspector | Implement approved construction sequencing plan and coordinate any temporary facilities, apparatus access routes, and on-site circulation to maintain uninterrupted emergency response operations. Proactively manage transitions between temporary and permanent facilities to ensure safety, accessibility, and minimal disruption to City personnel and surrounding neighborhoods. |
| 14H - Trade Coordination | Oversee subcontractor performance, manage work sequencing, resolve trade conflicts, and enforce adherence to safety, schedule and quality requirements. |
| 14I - Environmental and Regulatory Compliance | Ensure construction activities comply with environmental regulations, stormwater pollution prevention measures, hazardous materials handling, sustainability targets, and all applicable local and state codes. |
| 14J - Testing and Inspection | Coordinate with the City all special testing and inspection of the Project's construction and as necessitated by law. |
| 14K - Site Progress Reporting | Provide weekly site progress reports, photos, safety logs, and participate in regular OAC (Owner-Architect-Contractor) meetings; assist the City in reporting Project progress to oversight entities at regular intervals and as necessary. |
| <u>Task 15: Commissioning, Turnover and Training</u> | |
| 15A - Implement Commissioning Plan for Buildings | Systematic, quality-focused process through operation, involving design review, installation verification, extensive functional testing, documentation and staff training. |
| 15B - Deliver O&M Manuals | Delivery of record documents including operations and maintenance (O&M) manuals, warranty services, and as-built drawings for performing system start-up, testing and balancing. |
| 15C - Conduct Systems Training | Educate O&M staff on how to properly run, monitor and maintain the building's components and system sequences. |

| | |
|---|--|
| 15D - Provide As-Built Drawings | Updated plans with facilities' final, actual construction, reflecting all changes from original designs, including digital models. |
| 15E - Prepare Warranty Log | Create a systematic process for recording, monitoring and managing all product or asset warranties through their lifecycle. |
| <u>Task 16: Commissioning, Turnover and Training</u> | |
| 16A - Punch List Mgmt./Resolution | Identify, track and correct all incomplete, incorrect or defective work items on the Punch List. |
| 16B - Final As-Built Documentation | Submit final set of drawings capturing all changes made during construction and depicting the Project in its completed state. |
| 16C - Final Cost Reconciliation | Upon achieving Final Completion, provide Owner with a Final Application for Payment as required by the Contract Documents. |
| 16D - Occupancy Support | Occupancy and Operations or Post-Occupancy phase as the final stage of the commissioning process. |
| 16E - Closeout Report | Final documentation package confirming all building systems function as designed and verifying all contract requirements met. |

SECTION 4 - PROCUREMENT PROCESS

4.1 PUBLIC CONTRACT CODE

California Public Contracts Code § 22185.3 (2024) stipulates that "... (c) At the close of the solicitation period, the local agency shall review the submissions. The local agency may evaluate submissions based solely upon the information provided in each design-build entity's statement of qualifications. The local agency may also interview some or all of the design-build entities to further evaluate their qualifications for the project. (d) Notwithstanding any other provision of this code, upon issuance of a contract award, the local agency shall publicly announce its award, identifying the design-build entity to which the award is made, along with a statement regarding the basis of the award. The statement regarding the local agency's contract award and the contract file shall provide sufficient information to satisfy an external audit."

4.2 RESPONSE AND SELECTION PROCEDURE

Respondents shall review this RFQ/P, and any addenda issued by the City, and request clarification or interpretation of any perceived error or of any provision requiring further explanation. Failure of the Respondent to request such clarification(s) or interpretation(s) and to so examine and inform itself shall be at its sole risk, and no relief for any such error will be provided by the City.

Potential Respondents may submit questions regarding the RFQ/P via email to the City on or before the last date to submit questions listed in Section 4.3 below or such later date(s) as may be specified in an addendum. Answers to all questions received will be issued by the City via an addendum.

The determination of eligibility and qualification will be made in accordance with the procedures and criteria established herein. After a thorough review of all written proposals, the Evaluation Committee may interview some or all of the firms depending on the rankings thereof and may subsequently request any or all of those Respondents to submit their best and final offer to the City.

The Respondent receiving the highest score after the last evaluation round will be invited to negotiate the Progressive Design-Build Agreement for Phase 1 services of the Project. Should negotiations of the Agreement between the City and the highest-scoring Respondent not succeed, the Proposer receiving the next highest score will be invited to negotiate the Agreement, and so on.

4.3 PROCUREMENT SCHEDULE

The following schedule is for information purposes only and is subject to change at the City's discretion.

| <u>Activity / Item</u> | <u>Date and Time (if applicable)</u> |
|-------------------------------------|--------------------------------------|
| RFQ/P Issuance | January 29, 2026 |
| Mandatory Pre-Proposal Meeting | February 17, 2026, 10:00 AM |
| Last Date to Submit Questions | February 26, 2026, 5:00 PM |
| RFQ/P Submittal Deadline | March 13, 2026, 5:00 PM |
| Respondent Ranking and Shortlist | Week of March 16, 2026 |
| Evaluation Committee Interviews | Week of March 30, 2026 |
| City Council Approval/Authorization | April 21, 2026, 6:00 PM |

4.4 MANDATORY PRE-PROPOSAL CONFERENCE / MEETING

The City will conduct one (1) mandatory pre-proposal meeting for all interested Respondents on Tuesday, February 17, 2026 at 10:00 AM to provide an overview of the Project, review the contents herein, and address questions from Proposers.

| <u>Join the meeting now</u> | <u>Find a local number</u> |
|---|---|
| Via Microsoft Teams | Dial in by phone |
| https://teams.microsoft.com/ | https://dialin.teams.microsoft.com/ |
| Meeting ID: 228 326 088 215 38 | <u>+1 424-566-7557; 405383680#</u> |
| Passcode: rd6bs6JJ | Phone conference ID: 405 383 680# |

SECTION 5 - SUBMITTAL REQUIREMENTS

5.1 FORMAT AND CONTENT

The proposal shall be submitted electronically and comply with the following.

5.1.1 Searchable Adobe Acrobat PDF format and bookmarked for ease of navigation.

- 5.1.2 A “page” shall be defined as one (1) single-sided piece of paper that has words, charts, tables, pictures and/or graphics; is ‘Letter’ (8.5 x 11) paper size; and contains font no smaller than eleven (11) point in size.
- 5.1.3 Body of document organized in accordance with the Evaluation Criteria and, when printed, limited to a maximum of fifty (50) single-sided pages, except that the following documentation shall not be included in the page count:
- a. Transmittal, introduction or cover letter in accordance with Section 5.2 below;
 - b. Any document, disclosure, endorsement, commitment/signature page, or other similar information or form that is provided in response to mandatory minimum qualifications verification and appendices.
 - c. Resumes of key team members, so long as they are no more than one (1) page each in accordance with Section 5.4.3; and
 - d. Divider tabs or cover pages, provided that they contain no substantive content.
- 5.1.4 It is the Proposer’s responsibility to include all information requested to meet the minimum design-build entity qualifications and content requirements set forth below and to provide only directly relevant information that does not contain standard marketing or other general advertising material.
- 5.1.5 Proposals that exceed the page limit set forth above may be rejected, and the City, at its sole discretion, reserves the right to remove pages from the sections of any non-conforming submittals to bring each non-conforming proposal within the page count requirement.

5.2 TRANSMITTAL / INTRODUCTION LETTER

A one (1) or two (2) page letter of transmittal (or cover letter) on the company’s letterhead, signed by an officer or designated representative of the Respondent, and binding the Proposer to all of the commitments made in the submittal. The introduction/cover letter shall include name, mailing address, phone number and email address of the person authorized to represent the Proposer and shall include the following statement:

I HAVE READ, UNDERSTOOD, AND AGREED TO ALL STATEMENTS IN THIS REQUEST FOR QUALIFICATIONS/PROPOSAL AND ACKNOWLEDGE RECEIPT OF ALL ADDENDA AND AMENDMENTS AS WELL AS TO THE TERMS, CONDITIONS, AND ATTACHMENTS REFERENCED.

5.3 FIRM PROFILE: TECHNICAL AND MANAGEMENT QUALIFICATIONS

In accordance with California Senate Bill No. 706, Caballero, Public contracts: progressive design-build: local agencies (2023), or cited as California Public Contract Code Section 22185.3 (2024), the Respondent shall ensure the following compliance information has been provided to the City and adequately addressed through the proposal in its entirety (inclusive of attachments).

The referenced appendices should be completed in order to acknowledge conformance with and adherence to local agency design-build contracting statute as outlined.

- 5.3.1 If the design-build entity is a privately held corporation, limited liability company, partnership, or joint venture, a listing of all of the entity's shareholders, partners, or members known at the time of the statement of qualification submission who will perform work on the project. [Appendix B]
- 5.3.2 If the proposed design-build entity is a corporation, limited liability company, partnership, joint venture, or other legal entity, a copy of the organizational documents or agreement committing to form the organization. [Attachment(s)]
- 5.3.3 The licenses, registration, and credentials required to design and construct the project, including, but not limited to, information on the revocation or suspension of any license, credential, or registration. [Appendix B]
- 5.3.4 Information concerning workers' compensation experience history and a worker safety program. [Appendix B]
- 5.3.5 An acceptable safety record. A Proposer's safety record shall be deemed acceptable if its experience modification rate for the most recent three-year period is an average of 1.00 or less, and its average total recordable injury or illness rate and average lost work rate for the most recent three-year period does not exceed the applicable statistical standards for its business category or if the proposer is a party to an alternative dispute resolution system as provided for in Section 3201.5 of the Labor Code. [Appendix B]
- 5.3.6 A design-build entity shall not be evaluated for selection unless the entity provides an enforceable commitment to the local agency that the entity and its subcontractors at every tier will use a skilled and trained workforce to perform all work on the project or contract that falls within an apprenticed occupation in the building and construction trades, in accordance with Chapter 2.9 (commencing with Section 2600) of Part 1. [Appendix C]
- 5.3.7 Evidence that establishes that the design-build entity has the capacity to obtain all required payment and performance bonding, liability insurance, and errors and omissions insurance. [Appendices F-G]

5.4 TEAM ORGANIZATION AND KEY PERSONNEL

This section is designed for the Respondent to specify the composition and organization of the PDB team, inclusive of technical and management qualifications, that distinguish the Design-Builder as the "best qualified". The proposal shall incorporate, but not be limited to, the following key elements.

- 5.4.1 Identify all entities (firms, consultants, subcontractors, etc.) - including the name, location of business and primary point of contact - who will comprise the team and describe the scope of their responsibilities. Also, describe how key personnel will be retained across all Project phases to maintain accountability, consistent knowledge, and structured decision making.

5.4.2 Provide an organizational chart depicting the roles, reporting relationships and duties of the Respondent, and all other firms performing services under the Respondent's direction, for all phases of the Project. At a minimum, identify the key team members performing the functions identified below, and also note whether any of the individuals will be performing multiple functions.

- a. Overall management of the Project and design-build contract;
- b. Architect/Engineer of Record;
- c. Overall construction management;
- d. On-site field supervision, direction and construction (i.e., superintendent);
- e. Project and worker safety;
- f. Quality assurance;
- g. Cost controls and budgeting;
- h. Scheduling and meeting coordination; and
- i. Systems testing, configuration, and commissioning.

5.4.3 Demonstrate the applicable experience, competency, capability and/or capacity of the key PDB team members. Resumes should be no longer than one (1) page for each person and should include relevant information such as the following.

- a. Description of the individual's proposed Project role.
- b. Identification of employer and number of years employed by the firm.
- c. Educational background, professional licenses and/or certifications.
- d. Experience relevant to their proposed role and how their past performance on previous projects will benefit this Project.
- e. Proposed percentage of time this individual will be assigned to the Project.

5.5 RELEVANT EXPERIENCE WITH SIMILAR PROJECTS

The City is particularly interested in the Respondent's experience with projects utilizing progressive design-build and other innovative/alternative delivery methods that offer the advantages of greater flexibility, budget alignment and collaborative outcomes.

The Respondent should elaborate on how as the Design-Builder they have previously managed both design and construction for streamlined, cost-effective project success. In providing descriptions or profiles of current and completed reference projects with similar value, complexity and scope for municipal governments or other public safety agencies, the Respondent shall include at least the following.

5.5.1 Project owner/jurisdiction and primary point-of-contact/reference information.

5.5.2 Project relevance, including specification of delivery method used; design and construction scope, schedule and value; and financing mechanisms such as the development, negotiation and implementation of a GMP.

- 5.5.3 Project management structure, communications protocols, and decision-making processes relied upon by the PDB team of design consultants, specialty subcontractors, trade contractors and other critical partners.
- 5.5.4 Project achievements, challenges and/or lessons learned, including the steps taken by the PDB team to effectively solve problems, promote integration across all Project stakeholders, and foster a collaborative working environment.

5.6 DESIGN, ENGINEERING AND PERMITTING PAST PERFORMANCE

This criterion is aligned with the Phase 1 tasks identified in Section 3.2 above and is intended to measure the qualification, capacity and team organization of the Respondent to achieve design excellence.

- 5.6.1 Describe the Design-Builder's past performance in managing the design process.
- 5.6.2 Describe the PDB team's past performance with designing and permitting projects of similar scope and complexity, and include details about the Design-Builder's approach to value engineering and integrating MEP design.
- 5.6.3 Delineate the software used by the PDB team for past design services and provide a description of the Building Information Modeling (BIM) system or other specialized software that would be recommended for this Project as a result.
- 5.6.4 List all professional registrations and/or certifications that are relevant to the work associated with this specific Project.

5.7 CONSTRUCTION PAST PERFORMANCE

This criterion is aligned with the Phase 2 tasks identified in Section 3.3 above and is intended to measure the Respondent's past performance with construction management and construction of projects of similar scope and complexity. Based on prior completed projects, address how such work would inform the PDB team's approach to the following.

- 5.7.1 Sequencing of construction activities to maximize efficiency and minimize impact on the schedule and cost overruns to the Owner;
- 5.7.2 Key elements to moving the Project forward and managing cost escalation, change orders, contingencies, and trade-offs;
- 5.7.3 Integration of trade partners, measures to avoid or limit decision-making bottlenecks, and plan(s) for (early) procurement of long-lead items.
- 5.7.4 Configuration, commissioning and testing the Project.

5.8 PROJECT UNDERSTANDING AND APPROACH

The Respondent shall demonstrate a clear understanding of the City's key goals and objectives and discuss the Design-Builder's approach for managing and performing work components critical to the Project's success. As part of this conceptual description, the Respondent should address at minimum the following items.

- 5.8.1 Proposed Project schedule with key milestones for design development, scheduling and cost estimating aligned with the City's delivery expectations, and identification of potential options for the accelerated delivery of Phase 1.
- 5.8.2 Particular risks, challenges and/or constraints that might be inherent to this particular Project, and how the Respondent intends to manage costs, schedule(s) and logistics from design through construction and into occupancy.
- 5.8.3 Process for developing the GMP, including applicable open-book pricing and value-add concepts or strategies resulting in time/money savings.

5.9 DESIGN AND ENGINEERING PLAN

The Respondent shall provide a detailed plan for achieving Phase 1 completion on time and within budget. This is an opportunity for the Design-Builder to further expand on how the PDB team intends to deliver progressive design development services and documents that efficiently and effectively validate the program for the Project in compliance with essential services building standards.

The Respondent may consider showcasing the Design-Builder's innovation and value creation consistent with the PDB collaboration model and California SB 706 requirements. While Respondents should avoid full designs or conceptual diagrams, the City will give consideration to innovation callouts (e.g., how a system could adapt to Redondo Beach's coastal seismic zone) as appropriate, and the PDB team should expand on the following.

- 5.9.1 Design philosophy and parameters for public safety facilities and operations.
- 5.9.2 Methodologies for integrating design and engineering early in the process.
- 5.9.3 Specific structures or systems that are likely to improve performance, reduce lifecycle costs, and support sustainability and resiliency.
- 5.9.4 Tools and processes (e.g., dashboards, decision logs, target value design, etc.) that enable seamless integration between design and construction.

5.10 CONSTRUCTION MANAGEMENT PLAN

The Respondent shall provide an overview of how the PDB team, through its organizational and management structure, would sequence construction activities to maximize efficiency and minimize disruptions to the Project. Additionally, the Respondent should address how it intends to commit to and address the coordination and facilitation of subcontractors at every tier using a skilled and trained workforce to perform all work.

- 5.10.1 Outline a comprehensive approach for the Construction Documents, permitting and procurement, and construction execution.
- 5.10.2 Articulate a well-defined, structured plan for safety and site logistics.
- 5.10.3 Address how the PDB team will maximize contract opportunities, facilitate bid packages, and monitor subcontracts throughout the lifecycle of the Project.

5.10.4 Define the quality assurance/quality control (QA/QC) mechanisms to be implemented that align with industry regulations and best practices while prioritizing innovation, functionality and precision.

5.10.5 Clarify how the PDB team will configure, commission and test the Project.

SECTION 6 - EVALUATION AND SELECTION

6.1 EVALUATION CRITERIA FACTORS

The City's Evaluation Committee will review the submittals in order to determine the proposal with the "best value" for the Project and the value shall be determined by evaluation of objective criteria that include price, features, function, life-cycle costs, experience and past performance in accordance with the following.

| <u>Category</u> | <u>Weight</u> |
|---|---------------|
| Team Organization and Key Personnel | 15% |
| Relevant Experience with Similar Projects | 15% |
| Design, Engineering and Permitting Past Performance | 15% |
| Construction Past Performance | 15% |
| Project Understanding and Approach | 15% |
| Design and Engineering Plan | 10% |
| Construction Management Plan | 5% |
| Phase 1 Price Proposal | 10% |

6.2 SELECTION PROCESS

At the close of the solicitation period, the City's Evaluation Committee will review, score and create a short list of top ranked firms for in-person interviews and to conduct additional due diligence investigations as necessary with regard to any information contained in the proposals. Once the comparative evaluation is complete the City will notify Proposers of the outcome, and the selected Proposer will be invited to negotiate contract terms for Phase 1.

If the City determines that it is unable to reach an acceptable contract with the selected Proposer, including failure to agree on a fair and reasonable compensation for the services or any other terms or conditions, the City may terminate negotiations with the selected Proposer, and may commence negotiations with any of the other Proposer(s) until such time as the City has negotiated a contract meeting its needs.

Upon issuance of a contract award, the City shall publicly announce its award, identifying the design-build entity to which the award is made, along with a statement regarding the basis of the award. The City reserves the right to accept or reject any or all submittals, waive irregularities, and negotiate with any proposer deemed in the City's best interest.

6.3 NOTE ON CONTRACT DOCUMENTS

Proposers are required to review the Contract Documents included in this solicitation and identify any requested exceptions or modifications, accompanied by proposed alternative language where applicable, as part of the Respondent's proposal. While this request is intended to streamline negotiations and ensure transparency, the City reserves the right to accept, reject or negotiate any proposed exceptions and failure to identify such will be interpreted as full acceptance of the Contract Documents as currently written.

SECTION 7 - INTEGRATED DELIVERY CONSIDERATIONS

7.1 INTEGRATED PDB DELIVERY ACROSS ALL MEASURE FP FACILITIES

The City may elect to award one or both Measure FP subprojects - Fire Facilities Project of Fire Stations 1 and 2 and the Police Facilities Project of the PD Headquarters and Annex Facility - to a Proposer (who has adequately responded to both RFQ/Ps) if the City determines that a single Design-Builder for both subprojects is in its best interest.

While each subproject maintains its own scope, budget authorization, and approval path, an integrated delivery approach may enable the City to realize meaningful efficiencies, cost control, and risk reduction while preserving full transparency and accountability for each subproject. Should a Proposer respond to both RFQ/Ps, the Design-Builder should address how utilizing a unified project management framework across both public safety subprojects would add greater value to the Measure FP program as a whole.

SECTION 8 - CITY'S TECHNICAL ADVISOR

8.1 DESIGN ASSIST SERVICES

The City intends to utilize McClaren, Wilson & Lawrie, Inc. (MWL) as a technical advisor in a design assist role to provide specialty design data, details and specifications to the Architect of Record (AOR) and support the Design-Builder's architectural and engineering team. In this capacity, and at pre-determined intervals, MWL will assist the City in the review of progress documents submitted by the Design-Builder and with resolution of any technical design issues.

Working collaboratively with the City, Owner's Representative, and the Design-Builder, MWL will help to develop and finalize a building and site plan; review architects' proposed design elevations regarding security issues with cladding, fenestration and utility intakes; assist in developing the overall building specialty equipment specifications and schedule; prepare detailed room criteria data sheet design guidelines; assist in determination of overall security systems; support the development of key specialized detailing; and help with value engineering efforts to return the Project to budget conformance.

Moreover, MWL will answer construction related requests for information initiated by the City and/or contractor(s) regarding products recommended or specialty equipment and perform inspections at 30% and 75% of construction and at substantial completion.

APPENDIX A OTHER TERMS AND CONDITIONS

1. The City expressly reserves the unqualified right to undertake any of the following, without limitation to any of the City's other rights under the applicable RFQ/P documents and laws.
 - 1.1 Accept or reject any or all of the submitted Proposals that are deemed to be:
 - 1.1.1 Non-responsive based on conditional clauses, alterations, items not called for by the RFQ/P, or irregularities of any kind.
 - 1.1.2 Received after the time and date specified may not be considered.
 - 1.1.3 Materially incomplete, containing any information that is false, incorrect or misleading, and not accompanied by required documents.
 - 1.2 Waive or decline to waive any and all defects as to form, content, minor technical inconsistencies and/or irregularities in any Proposal or the RFQ/P process.
 - 1.3 Terminate the RFQ/P process at any time.
 - 1.4 Modify and/or suspend any and all aspects of the RFQ/P at any time.
 - 1.5 Reissue the RFQ/P.
 - 1.6 Extend the time frame for submission of the RFQ/P.
 - 1.7 Request clarification of information submitted and/or request additional information from any or all submitting Proposers.
 - 1.8 Hold all Proposals for a period of one hundred twenty (120) days after the deadline for receipt of Proposals.
 - 1.9 Decline to enter into a contract with any Proposer.
 - 1.10 Conduct interviews, negotiations and/or request best and final offers, from any or all Proposers during the RFQ/P process before making a final selection.
2. The City will not be liable for any costs incurred in the preparation of Proposals, or incidental to the preparation, presentation, submission and/or delivery of Proposals, either orally or in writing, and all costs thereof are the sole responsibility of the Proposer.
3. The Proposals submitted in response to this RFQ/P will become the property of the City and may be used by the City in any way it deems appropriate.
 - 3.1 While the information submitted in the Proposals will become public record after award of the contract, until such award is made the information submitted by the Proposer will not be disclosed in response to any request for such information.
 - 3.2 As the City will utilize the Proposer's documents as part of the basis for scoring and evaluating Design-Build entities, trade secrets and financial information that a Proposer believes are exempt from public disclosure shall be appropriately marked as "Confidential."

4. The City's selection decision(s) will be based on objective evaluation criteria as set forth in this RFQ/P, and acceptance of any Proposal will take into consideration the reliability of the Proposer, its past documented performance, and all of its proposed team members and sub-consultants, along with the quality and appropriateness of the information provided.
 - 4.1 The City reserves the right to verify and validate such information as presented.
 - 4.2 The City reserves the right to require that the Proposer demonstrate that it has the skills, equipment, and other resources necessary to satisfactorily perform the nature and magnitude of work and services necessary to complete the Project within the proposed contract and Project schedules.
 - 4.3 The Proposer shall furnish the City with such additional information as the City may reasonably require and request.
5. By submitting a Proposal, the Design-Build entity acknowledges that it has investigated and made itself knowledgeable as to the conditions affecting the Project. The City shall not be responsible for any conclusions or interpretations made by a Proposer based on the information made available to the Proposer by the City.
6. The submission of a Proposal shall be prima facie evidence that the Proposer has full knowledge of the scope and nature of the work and services to be performed, and the receipt of a Proposal by the City will indicate that the submitting Proposer understands the requirements and shall supply the work and services required if selected.
7. No individual or firm responding to this RFQ/P shall obtain any claim or cause of action against the City by reason of any aspect of the RFQ/P, defects or abnormalities contained herein, defects or abnormalities in the selection process, the rejection of any Proposal, the acceptance of any Proposal, any statements, representation, acts or omissions of the City, the exercise of any discretion by the City in connection with any of the foregoing, or any and all other matters arising out of all or any of the foregoing.
8. Unless requested to do so in writing, either in response to a written request for clarification from the City or as otherwise permitted by the RFQ/P documents, Proposers and their Design-Builder team members, sub-consultants and subcontractors shall not communicate, either verbally or in writing, with: (1) any member of the City Evaluation Committee; (2) any consultant or professional retained by the City for the purpose of providing the City advice or professional services in respect to the Project, the RFQ/P process or the award of the contract; or (3) any trustee, officer, employee or representative of the City with respect to any matter relating to the Project.
9. No changes or additions to the Design-Builder's team members shall be permitted at any time during the RFQ/P process, except with the prior written authorization of the City, which may be granted or withheld at the City's sole and absolute discretion.
10. Consultants or sub-consultants to the City who: (1) are participants or advisors to the City with respect to the progressive design-build procurement for the Project; or (2) provide professional services and advice to the City with respect to any other project being proposed for construction, or under construction, shall not be allowed to participate as a team member or as a sub-consultant or subcontractor, of any tier, to a Design-Builder.

11. The City reserves the right, but shall not have the obligation, after the deadline in the RFQ/P schedule for submission of Proposals, to request submittal of best and final offers.
 - 11.1 If, after receipt and review of one round of best and final offers, the City determines that it is in its best interest to do so, it may request one or more additional round of best and final offers, with or without further discussions or negotiations.
 - 11.2 There is no limit to the number or rounds of best and final offers that may be requested by the City.
 - 11.3 A request by the City for best and final offers shall be in writing and accompanied by (if necessary) any additional instructions to the Proposers regarding the procedures, content, format, and timing for submission thereof.
 - 11.4 If a request for best and final offers is made by the City, each Proposer shall thereafter submit a best and final offer prior to the deadline set forth in the City's written request.
 - 11.5 If a Proposer, in response to a request by the City for submission of best and final offers, intends to make no change to its original Proposal, as amended by any prior-submitted best and final offer, then such Proposer shall include in its best and final offer a statement that: (1) identifies, by title and date of submission to the City, its original Proposal and all prior-submitted best and final offers; and (2) referring to such Proposal and prior-submitted best and final offers, states that there is "no change" thereto.
 - 11.6 If a Proposer, in response to a request by the City for best and final offers, intends to submit a best and final offer that involves a change, addition or deletion to any portion of its original Proposal or to a best and final offer previously submitted by the Proposer, then the Proposer shall include in its best and final offer a statement that: (1) identifies, by title and date of submission to the City, its original Proposal and all prior-submitted best and final offers; and (2) sets forth by reference to page, paragraph and line of the portion of the original Proposal or any prior-submitted best and final offer being amended, all of the words being deleted from and/or added to the original Proposal and prior-submitted best and final offer. Best and final offers shall include an acknowledgement of any RFQ/P addenda issued after the deadline in the RFQ/P schedule for submission of original Proposals and prior to the deadline for submission of such best and final offer. Best and final offers shall comply with the requirements of this RFQ/P.
 - 11.7 Following the ranking of Proposals after submission of best and final offers, the City may, at its sole discretion, elect to proceed with award of the contract without negotiations, or it may proceed with negotiations with the Proposers.
12. Negotiations may involve any aspect of the Proposal (or fee proposal) and any provision of the contract documents including scope of work, terms and conditions. The City may also initiate negotiations to reduce costs to meet the budget. Because the City has the right to award the contract without negotiations, all Proposers must commit to entering into the contract based upon their Proposals submitted in response to this RFQ/P. Any decision to commence negotiations regarding the contract and any topics of negotiation are at the City's sole discretion.

13. The City reserves the right, but shall not have the obligation, to conduct post-scoring discussions.
 - 13.1 Post-scoring discussions may be conducted with some or all Proposers.
 - 13.2 Post-scoring discussions shall be conducted after final scoring of the Proposals or best and final offers, for the limited purpose of clarifying a Proposal or its best and final offers, and therefore, post-scoring discussions are not to be used to permit changes to a Proposal or a best and final offer.
 - 13.3 Post-scoring discussions shall be conducted by the City Evaluation Committee in accordance with the RFQ/P, and as may be amended from time to time by the City via an RFQ/P addendum.
14. The City reserves the right, at any time, to request in writing from any Proposer, or all Proposers, clarification of any information contained in a Proposal or best and final offers.
 - 14.1 Requests for clarification are at the City's discretion, although they are generally reserved for instances in which discussions or negotiations are not conducted, and such requests may be sought at any time in the RFQ/P process.
 - 14.2 Nothing stated herein, or elsewhere in the RFQ/P documents, shall be interpreted as obligating the City to request further clarification from any Proposer or as obligating the City to seek the same or similar clarification from other or all Proposers.
 - 14.3 Requests by the City for clarification shall be responded to by the Proposer to whom they are directed within three (3) days after the date of receipt thereof.
 - 14.4 Responses to such requests by the City shall be limited to clarifying the portion of the Proposal or best and final offer described in the City's request.
 - 14.5 Responses shall not include changes to a Proposal or a best and final offer.
 - 14.6 Information provided in a response to a request for clarification that does not comply with the requirements herein will not be considered.
15. Proposers shall identify in their Proposals, and any portions thereof, if they hold any patent rights, including, without limitation, the number and date of issuance of the patent(s).
16. Proposals, and best and final offers, are nontransferable and may not be assigned.
17. Statements contained in a Proposal, or a best and final offer, to the effect that a price is based on certain "assumptions" that are not part of the specific requirements of the RFQ/P documents may be grounds for disqualification.
18. Following award of contract, the City may prepare a conformed Project Manual reflecting addenda issued during the RFQ/P period, which will, failing objection, constitute the approved Project Manual.
19. Proposals, and best and final offers, shall not contain, nor be conditioned upon acceptance of, any exceptions, changes or additions to the terms and conditions of the Progressive

Design-Build Agreement or the General Conditions of Contract between Owner and Design-Builder other than changes that have been approved and ordered by the City by means of a previously issued RFQ/P addendum.

20. The City reserves the right, exercised in its sole discretion, prior to award, to unilaterally change, by addition, modification or deletion, any of the terms of the Progressive Design-Build Agreement or the General Conditions of Contract between Owner and Design-Builder by issuance of an RFQ/P addendum setting forth the substance of such change.
21. Award of any contract is subject to availability of funds. In the event that funds are not available, the City shall have the right, without any liability to any Proposer, to decline to award any contract or contract amendment.
22. Failure to execute any agreement within the timeframe identified in the Notice of Award shall be sufficient cause for voiding the award.
23. If the selected Proposer refuses or fails to execute any contract or comply with other requirements set forth in the Contract Documents within the set timeframe, this shall constitute a failure to execute the agreement and the City may award the contract to the next qualified, highest-ranked Proposer.
24. Any Proposal protest must be submitted in writing to the City of Redondo Beach Public Works Department, Engineering Services Division no later than six (6) calendar days following the posting of the Notice of Intent to Award. Any Proposal protest received after the deadline as described herein shall be deemed null and void.
 - 24.1 The initial protest must contain a complete statement of the basis for the protest.
 - 24.2 The protest must refer to the specific portion of the document that forms the basis for the protest and must describe in detail the specific errors allegedly committed by the City in evaluating the protesting Proposal.
 - 24.3 The protest must contain the name, address and telephone number of the person or entity representing the protesting party.
 - 24.4 The party filing the protest must transmit a copy of the initial protest document, and any attached documentation, to all other parties having a potential direct financial interest that may be adversely affected by the outcome of the protest. Such parties shall include all other Design-Builders that appear to have a reasonable prospect of receiving an award depending upon the outcome of the protest.
 - 24.5 The procedure and time limits set forth herein are mandatory and are the Design-Builder's sole and exclusive remedy in the event of Proposal protest.
 - 24.6 The Design-Builder's failure to promptly comply with these procedures shall constitute a waiver of any and all rights to further pursue the Proposal protest, including without limitation filing a government code claim or instituting legal proceedings.
 - 24.7 A Design-Builder may not rely on a protest submitted by another Design-Builder, but must timely pursue its own protest.

APPENDIX B

DESIGN-BUILD FIRM QUESTIONNAIRE

In accordance with Chapter 4.7, commencing with Section 22185, of Part 3 of Division 2 of the Public Contract Code, relating to public contracts.

1. Please indicate if the Proposer's Design-Build entity is or is intended to be a privately held corporation, limited liability company, partnership, or joint venture.
2. Please list the Design-Build entity's current or intended shareholders, partners, or members.
3. Does the Respondent (including all personnel and subcontractors included in this SOQ/proposal) have the licenses and registrations required to design and construct the Project as contemplated?
4. Have the licenses or registrations of any of the entities considered in the response to the question above been revoked or suspended at any time?
5. Does the Proposer's construction firm have liability insurance (commercial general liability of two million dollars per occurrence and professional liability insurance of at least two million dollars per occurrence) with an A.M. Best Company Financial Strength Rating of A- or better and authorized to do business in the State of California?
6. Do all of the firms included in the SOQ have workers' compensation insurance?
7. Does the Proposer's construction firm have a workers' safety program in place?
8. Does the Proposer's construction firm have an average experience modification rate of 1.00 or less in the most recent three-year period, and does its average total recordable injury or illness rate and average lost work rate for the most recent three-year period not exceed the applicable statistical standards for its business category, or is it a party to an alternative dispute resolution (ADR) system as provided for in Section 3201.5 of the California Labor Code?

Note: If the answer above is no, then the Proposer shall provide its record for the past five (5) years, including Experience Modification Rate (EMR), OSHA recordable incident rate, and a summary of any safety citations or violations, along with an explanation of corrective actions for any incidents exceeding industry norms.

The responses to the questionnaire must be signed by a representative of the Proposer who has authority to contractually bind the Design-Build team and must state from that representative that "I certify under penalty of perjury that the information provided in the foregoing is true and correct," along with the name, title, company and date signed by said representative.

APPENDIX C DESIGNATION OF SUBCONTRACTORS LIST

Each Respondent shall list the name, location of the place of business, California contractor license number, and scope of work for each subcontractor, subconsultant, or major trade partner who will perform work or services in an amount exceeding one-half of one percent (0.5%) of the total contract price, as required by California Public Contract Code (PCC) Section 4104.

Failure to properly list subcontractors may render the proposal non-responsive and subject to disqualification. If no subcontractors are proposed at this stage, indicate "None" and acknowledge that subcontractors will be designated during Phase 1 consistent with the City's Progressive Design-Build Agreement.

| Subcontractor / Trade Partner Name | Business Address | License No. / Classification | Portion of Work / Trade | % of Work or Est. Value (\$) | DIR Registration No. |
|---------------------------------------|---------------------|---------------------------------|-------------------------------|------------------------------------|----------------------------|
|---------------------------------------|---------------------|---------------------------------|-------------------------------|------------------------------------|----------------------------|

If the Proposer intends to identify "Pre-Construction Trade Partners" (e.g., structural, MEP, civil, etc.) for participation during Phase 1 design development, the following table may be used:

| Trade Partner | Role During Phase 1 | Anticipated Role in Phase 2 | Selection Method (e.g., Expertise, Early Trade) | CA License No. & DIR Registration No. |
|------------------|------------------------|--------------------------------|--|--|
|------------------|------------------------|--------------------------------|--|--|

NOTES:

1. Subcontractor percentages or values are preliminary and for informational purposes only; final scopes and values will be confirmed prior to execution of the Phase 2 Price Amendment.
2. Subcontractors performing work under the Contract Documents must hold valid California contractor licenses and Department of Industrial Relations (DIR) registration at the time of contract execution.
3. Any substitution of listed subcontractors shall comply with PCC Section 4107 and must be approved by the City in writing.
4. For design-build entities, design consultants who are integral to the team (architect, structural engineer, MEP engineers) shall also be listed (with firm name, discipline, CA license number, primary contact, and email/phone number).

The Respondent shall also include the following acknowledgement as part of the submission:

"The undersigned certifies under penalty of perjury under the laws of the State of California that the information provided herein is true and correct to the best of my knowledge."

Authorized Signature: _____
 Printed Name: _____
 Title and Company Name: _____
 Date: _____

**APPENDIX D
CONFLICT OF INTEREST DISCLOSURE**

| | YES* | NO |
|---|--------------------------|--------------------------|
| 1 Are you currently in litigation with the City of Redondo Beach or any of its agents? | <input type="checkbox"/> | <input type="checkbox"/> |
| 2 Do you represent any firm, organization or person who is in litigation with the City of Redondo Beach? | <input type="checkbox"/> | <input type="checkbox"/> |
| 3 Do you currently represent or perform work for any clients who do business with the City of Redondo Beach? | <input type="checkbox"/> | <input type="checkbox"/> |
| 4 Are you or any of your principals, managers or professionals, owners or investors in a business which does business with the City of Redondo Beach, or in a business which is in litigation with the City of Redondo Beach? | <input type="checkbox"/> | <input type="checkbox"/> |
| 5 Are you or any of your principals, managers or professionals, related by blood or marriage to any City of Redondo Beach employee who has any significant role in the subject matter of this service? | <input type="checkbox"/> | <input type="checkbox"/> |
| 6 Do you or any of your subcontractors have, or expect to have, any interest, direct or indirect, in any other contract in connection with this Project? | <input type="checkbox"/> | <input type="checkbox"/> |

* If the answer to any question is yes, please explain in full below.

The responses to the foregoing must be signed by a representative of the Respondent who has authority to contractually bind the Design-Build team and must state the following:

“I certify under penalty of perjury that the information provided in the foregoing is true and correct,” along with the name, title, company and date signed by said representative.”

Authorized Signature: _____
Printed Name: _____
Title and Company Name: _____
Date: _____

APPENDIX E
NON-COLLUSION DECLARATION

Title 23 United States Code Section 112, and
California Code, Public Contract Code (PCC) Section 7106

The undersigned declares:

I am the _____ of _____, the party making the foregoing bid.

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

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

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on _____[date], at _____[city], California.”

(Signature of representative of Bidder)

APPENDIX F PERFORMANCE BOND

Under California law, progressive design-build (PDB) projects are subject to specific bonding requirements mandated by California Civil Code Sections 9550-9566 (the "Little Miller Act") and Public Contract Code (PCC) Section 22172.1.

In accordance with the Contract Documents, the Design-Builder shall, no later than ten (10) days after the Phase 2 Amendment Date, provide the City (Owner) with a Performance Bond in the penal amount equal to one hundred percent (100%) of the GMP (contract price), which bond shall cover the faithful performance of all the Design-Builder's obligations under the Contract Documents, and on the City's form(s) herein. If Design-Builder fails to provide such bond, Design-Builder may be found in material default of the Agreement.

The Performance Bond shall be provided by a surety (or sureties) authorized by applicable Legal Requirements to do business in the State of California, with an A.M. Best Company Financial Strength Rating of A- or better. Sureties must also be listed in the U.S. Department of Treasury's Circular No. 570, Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies (U.S. Department of the Treasury 2022).

The bond shall be accompanied by a power of attorney from the surety company authorizing the person executing the bond to sign on behalf of the company. The signature of the person executing the bond shall be acknowledged by a notary public as the signature of the person designated in the power of attorney.

If during the continuance of the Contract Documents any of the sureties, in the opinion of the City, are or become non-responsible or otherwise unacceptable to City, City may require other new or additional sureties, which the Contractor shall furnish to the satisfaction of City within ten (10) days after notice, and in default thereof the Agreement may be suspended and the materials may be purchased or the Work completed as provided in the Contract Documents.

No modifications or alterations made in the Work to be performed under the Contract Documents or the time of performance shall operate to release any surety from liability on any bond or bonds required to be given herein. Notice of such events be waived by the surety.

The Contract Documents will not be executed by City nor the Notice to Proceed issued until the said bond(s) have been received and approved by the City. The City's decision as to the acceptability of all sureties and bonds is final. No substitution of the form of the documents will be permitted without the prior written consent of City.

PERFORMANCE BOND

Bond No.: _____

KNOW ALL PERSONS BY THESE PRESENTS that:

WHEREAS, the City of Redondo Beach, California ("City"), has awarded to

(Name and address of Contractor)

("Principal"), a contract ("Contract") for the work described as follows:

MEASURE FP PROJECT

WHEREAS, Principal is required under the terms of the Contract to furnish a bond for the faithful performance of the Contract.

NOW, THEREFORE, we, the undersigned Principal, and

(Name and address of Surety)

("Surety") a duly admitted surety insurer under the laws of the State of California, as Surety, are held and firmly bound unto the City in the penal sum of _____ Dollars (\$_____), this amount being not less than one hundred percent (100%) of the total contract price, in lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT, if the hereby bound Principal, its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and will and truly keep and perform all the undertakings, terms, covenants, conditions and agreements in the Contract and any alteration thereof made as therein provided, on the Principal's part to be kept and performed, all within the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and hold harmless the City, its officers, agents, and others as therein provided, then this obligation shall become null and void; otherwise, it shall be and remain in full force and effect. In case suit is brought upon this bond, Surety further agrees to pay all court costs incurred by the City in the suit and reasonable attorneys' fees in an amount fixed by the court.

FURTHER, the Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, addition or modification to the terms of the Contract Documents, or of the work to be performed thereunder, or the specifications for the same, shall in any way affect its obligations under this bond, and it does hereby waive notice of any such change, extension of time, alteration, addition, or modification to the terms of the Contract or to the work or to the specifications thereunder.

IN WITNESS WHEREOF, two (2) identical counterparts of this instrument, each of which shall for all purposes be deemed an original hereof, have been duly executed by Principal and Surety, on the date set forth below, the name of each corporate party being hereto affixed and these presents duly signed by its undersigned representative(s) pursuant to authority of its governing body.

Date: _____

“Principal”

“Surety”

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

(Insert Seal)

(Insert Seal)

**CITY OF REDONDO BEACH
APPROVED AS TO SURETY
AND PRINCIPAL AMOUNT**

APPROVED AS TO FORM

By: _____

By: _____

Risk Manager

City Attorney

Note: This bond must be executed in duplicate and dated. All signatures must be notarized, and evidence of the authority of any person signing as attorney-in-fact must be attached.

APPENDIX G

LABOR AND MATERIAL PAYMENT BOND

Under California law, progressive design-build (PDB) projects are subject to specific bonding requirements mandated by California Civil Code Sections 9550-9566 (the "Little Miller Act") and Public Contract Code (PCC) Section 22172.1.

In accordance with the Contract Documents, the Design-Builder shall, no later than ten (10) days after the Phase 2 Amendment Date, provide the City (Owner) with a Labor and Material Payment Bond in the penal amount equal to one hundred percent (100%) of the GMP (contract price).

The Labor and Material Payment Bond shall be provided by a surety (or sureties) authorized by applicable Legal Requirements to do business in the State of California, with an A.M. Best Company Financial Strength Rating of A- or better. Sureties must also be listed in the U.S. Department of Treasury's Circular No. 570, Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies (U.S. Department of the Treasury 2022).

The bond shall be accompanied by a power of attorney from the surety company authorizing the person executing the bond to sign on behalf of the company. The signature of the person executing the bond shall be acknowledged by a notary public as the signature of the person designated in the power of attorney.

If during the continuance of the Contract Documents any of the sureties, in the opinion of the City, are or become non-responsible or otherwise unacceptable to City, City may require other new or additional sureties, which the Contractor shall furnish to the satisfaction of City within ten (10) days after notice, and in default thereof the Agreement may be suspended and the materials may be purchased or the Work completed as provided in the Contract Documents.

No modifications or alterations made in the Work to be performed under the Contract Documents or the time of performance shall operate to release any surety from liability on any bond or bonds required to be given herein. Notice of such events be waived by the surety.

The Contract Documents will not be executed by City nor the Notice to Proceed issued until the said bond(s) have been received and approved by the City. The City's decision as to the acceptability of all sureties and bonds is final. No substitution of the form of the documents will be permitted without the prior written consent of City.

LABOR AND MATERIAL PAYMENT BOND

Bond No.: _____

KNOW ALL PERSONS BY THESE PRESENTS that:

WHEREAS, the City of Redondo Beach, California ("City"), has awarded to

(Name and address of Contractor)

("Principal"), a contract ("Contract") for the work described as follows:

MEASURE FP PROJECT

WHEREAS, Principal is required under the terms of the Contract Documents and the California Civil Code to secure the payment of claims of laborer, mechanics, materialmen, and other persons as provided by law.

NOW, THEREFORE, we, the undersigned Principal, and

(Name and address of Surety)

("Surety") a duly admitted surety insurer under the laws of the State of California, as Surety, are held and firmly bound unto the City in the penal sum of _____ Dollars (\$_____), this amount being not less than one hundred percent (100%) of the total contract price, in lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT, if the hereby bound Principal, its heirs, executors, administrators, successors or assigns, or subcontractors shall fail to pay any of the persons named in Section 3181 of the California Civil Code, or any amounts due under the Unemployment Insurance Code with respect to work or labor performed under the Contract, or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of the Principal and subcontractors pursuant to Section 13030 of the Unemployment Insurance Code, with respect to work or labor performed under the Contract, the Surety will pay for the same in an amount not exceeding the penal sum specified in this bond; otherwise, this obligation shall become null and void. This bond shall inure to the benefit of any of the persons named in Section 3181 of the California Civil Code so as to give a right of action to such persons or their assigns in any suit brought upon the bond. In case suit is brought upon this bond, Surety further agrees to pay all court costs incurred by the City in the suit and reasonable attorneys' fees in an amount fixed by the court.

FURTHER, the Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, addition or modification to the terms of the Contract Documents, or of the work to be performed thereunder, or the specifications for the same, shall in any way affect its obligations under this bond, and it does hereby waive notice of any such change, extension of time, alteration, addition, or modification to the terms of the Contract or to the work or to the specifications thereunder.

IN WITNESS WHEREOF, two (2) identical counterparts of this instrument, each of which shall for all purposes be deemed an original hereof, have been duly executed by Principal and Surety, on the date set forth below, the name of each corporate party being hereto affixed and these presents duly signed by its undersigned representative(s) pursuant to authority of its governing body.

Date: _____

“Principal”

“Surety”

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

(Insert Seal)

(Insert Seal)

**CITY OF REDONDO BEACH
APPROVED AS TO SURETY
AND PRINCIPAL AMOUNT**

APPROVED AS TO FORM

By: _____

By: _____

Risk Manager

City Attorney

Note: This bond must be executed in duplicate and dated. All signatures must be notarized, and evidence of the authority of any person signing as attorney-in-fact must be attached.

APPENDIX H INSURANCE REQUIREMENTS

Design-Builder Insurance Coverages

Design-Builder shall procure and maintain the following insurance and limits of liability at all times during the period in which the Agreement is in full force and effect, provided, however, that the Builder's Risk Insurance shall be procured and maintained as set forth in paragraph (d) below. The required insurance shall be procured and maintained from insurance companies currently authorized by the Insurance Commissioner to transact business of insurance or on the List of Approved Surplus Line Insurers in the State of California, with an assigned policyholders' Rating of A- (or higher) and Financial Size Category Class VII (or larger) in accordance with the latest edition of AM Best's Key Rating Guide, unless otherwise approved by Owner. Design-Builder, at its own cost and expense, may purchase any additional kinds of insurance which in its own judgment may be necessary to protect its interests.

a. Commercial General Liability Insurance. Design-Builder shall procure and maintain a policy of commercial general liability insurance, with coverage at least as broad as Insurance Services Office ("ISO") form CG 00 01, written on a per occurrence basis for bodily injury, personal injury and property damage. Defense costs must be paid in addition to limits. Coverage for an additional named insured shall not be limited to its vicarious liability. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO "insured contract" language will not be accepted. Limits shall be no less than \$5,000,000 per occurrence for all covered losses, and no less than \$10,000,000 general aggregate, for bodily injury, personal injury and property damage, and \$10,000,000 completed operations aggregate. Products/completed operations coverage shall extend a minimum of three (3) years after Project completion. Coverage shall be included on behalf of the insured for covered claims arising out of the actions of independent contractors. If the insured is using subcontractors, the policy must include work performed "by or on behalf" of the insured. Policy shall contain no language that would invalidate or remove the insurer's duty to defend or indemnify for claims or suits expressly excluded from coverage. Policy shall specifically provide for a duty to defend on the part of the insurer. The City, and its officials, officers, agents, and employees, shall be included as additional insureds under the policy.

b. Automobile Liability Insurance. Design-Builder shall procure and maintain a policy of comprehensive automobile liability insurance, at least as broad as ISO form CA 00 01, written on a per occurrence basis covering bodily injury and property damage in an amount not less than \$2,000,000 combined single limit for each accident. Said policy shall include coverage for owned, non-owned, leased, hired cars and any automobile.

c. Workers' Compensation and Employer's Liability Insurance. Design-Builder shall procure and maintain Workers' Compensation Insurance (Statutory Limits) and Employer's Liability Insurance (with limits of at least \$1,000,000). A policy of worker's compensation insurance in such amount as will fully comply with the laws of the State of California (statutory limits) as well as a policy of employer's liability insurance (with limits of at least \$1,000,000), which shall each indemnify, insure and provide legal defense for Design-Builder against any loss, claim or damage arising from any injuries or occupational diseases occurring to any worker employed by or any persons retained by Design-Builder in the course of carrying out the work or services contemplated in the Agreement.

d. Builder's Risk Insurance. For new building and building renovation construction, Design-Builder shall procure and maintain a policy of Builder's Risk Insurance. The coverage shall be written for an amount equal to the initial contract amount plus the value of any subsequent change orders. The policy shall be provided for replacement value on an "all-risk" or special causes of loss basis, including earthquake and flood. The Owner shall be named as Loss Payee on the policy and there shall be no coinsurance penalty provision in any such policy. Policy must include coverage for debris removal, and insure the building(s), structures, machinery, equipment, materials, facilities, fixtures, and all other properties constituting a part of the project. The limits shall be sufficient to ensure the full replacement value of any property or equipment stored either on or off the project site or in transit. Such insurance shall be on a form acceptable to Owner to ensure adequacy of terms and limits. Design-Builder shall not be required to maintain property insurance for any portion of the project following transfer of control thereof to Owner. The Design-Builder shall be the named insured, and the Owner and subcontractors of any tier shall be named as insureds. The policy shall provide and be endorsed to include a waiver of subrogation in favor of the Owner, its officials, officers, agents, and employees.

e. Contractor's Pollution Liability Insurance. Design-Builder shall procure and maintain Environmental Impairment Liability insurance, written on a Contractor's Pollution Liability form or other form acceptable to Owner providing coverage for liability arising out of sudden, accidental, and gradual pollution and remediation. The policy limit shall be no less than \$2,000,000 per claim and in the aggregate. All activities contemplated in the Agreement shall be specifically scheduled on the policy as "covered operations." The policy shall provide coverage for the hauling of waste from the Project site to the final disposal location, including non-owned disposal sites. The policy shall provide and be endorsed to include the City, its officials, officers, agents, and employees as insureds. The policy shall remain in full force and effect for the period of the Work and a five (5)-year extended reporting period after Final Completion.

f. Professional Liability Insurance. Design-Builder or Lead Engineer shall procure and maintain Professional Liability insurance. This coverage may be written on a "claims made" basis and must include coverage for contractual liability. Any policy inception date, continuity date, or retroactive date must be before the Agreement Date. The policy must be endorsed to be applicable to claims based upon, arising out of, or related to services performed under the Agreement. The insurance must be maintained for at least five (5) consecutive years after Final Completion. During this additional 5-year period, Design-Builder shall annually and upon request of Owner submit written evidence of this continuous coverage. Limits shall be no less than \$2,000,000 per claim and \$4,000,000 general aggregate.

g. Cyber. Design-Builder shall procure and maintain for the duration of the contract insurance against claims for security breaches, system failures, injuries to persons, damages to software, or damages to property (including computer equipment) which may arise from or in connection with the performance of the work hereunder by the Design-Builder, its agents, representatives, or employees. Design-Builder shall procure and maintain for the duration of the contract insurance claims arising out of their services and including, but not limited to loss, damage, theft or other misuse of data, infringement of intellectual property, invasion of privacy and breach of data. Cyber Liability Insurance, shall be maintained with limits not less than \$2,000,000 per occurrence or claim, \$2,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Design-Builder in this agreement and shall include, but not be limited

to, claims involving security breach, system failure, data recovery, business interruption, cyber extortion, social engineering, infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, and alteration of electronic information. The policy shall provide coverage for breach response costs, regulatory fines and penalties as well as credit monitoring expenses.

h. Umbrella/Excess Liability Insurance. Excess liability insurance and/or umbrella liability insurance may be used to satisfy the above obligations. If excess liability insurance is used then the policy shall meet all the requirements herein and be at least as broad as the primary coverages set forth herein. Such policy shall: (1) include a drop down feature requiring the policy to respond if primary insurance that would otherwise have applied proves to be uncollectible in whole or in part for any reason; (2) be payable on behalf of wording as opposed to reimbursement; (3) have concurrency of effective dates with primary policies; (4) "follow form" to the underlying primary policies; and (5) provide insureds, under primary policies required herein, shall be insureds under the excess liability policy.

Insurance to be Maintained by First-Tier Design Consultants and Subcontractors

General and Limits. Design-Builder will cause all first-tier Design Consultants and Subcontractors to procure and maintain the following minimum insurance coverages or be responsible for maintaining such coverages on behalf of each party. The policies shall satisfy the same requirements as set forth above for Design-Builder, with the exception of the limits which are set forth below. Owner Indemnitees shall be additional named insureds on each such policy on a primary, non-contributory basis for the coverages set forth in paragraphs (a), (b) and (d) below.

a. Commercial General Liability Insurance. Limits in an amount no less than \$2,000,000 per occurrence and in the aggregate annually.

b. Automobile Liability Insurance. Limits in an amount not less than \$1,000,000 combined single limit for each accident.

c. Workers' Compensation and Employer's Liability Insurance. Statutory workers' compensation (Coverage A) limits and employer's liability (Coverage B) limits of \$1,000,000 bodily injury by accident, each accident, and \$1,000,000 bodily injury by disease, each employee.

d. Umbrella/Excess Liability Insurance. For Subcontracts valued at more than \$1,000,000, umbrella/excess coverage shall be in the amount of \$3,000,000 per occurrence and in the aggregate annually.

CCIP. Should Design-Builder implement a contractor-controlled insurance program ("CCIP") providing compliant insurance for all participants with regard to on-site activities, all first-tier Subcontractors enrolled in the CCIP shall still be responsible for procuring and maintaining automobile liability insurance and the other insurance coverages noted above with regard to off-site work. Owner Indemnitees shall be included as additional named insureds on a primary, non-contributory basis for the applicable insurance coverages set forth in paragraphs (a), (b) and (d) above.

Insurance to be Maintained by Suppliers

Design-Builder shall require Suppliers to purchase and maintain commercial general liability, automobile liability and any other insurance that is appropriate for their participation in the Project.

Subcontractors: Design-Builder must enter into a written and executed contract agreement with each of its subcontractors, subconsultants, and/or any other parties (“subcontractor” or “subcontractors”) that provide materials, services, or perform construction or other work on or for the Project. The contract agreement must contain a defense, indemnification, and hold harmless provision in favor of the Owner, its officials, officers, agents, and employees. The contract agreement shall also cause the subcontractor to comply with the insurance requirements required of Design-Builder under this Agreement, except for Builder’s Risk Insurance and Professional Liability insurance if subcontractor will not be providing design or engineering services. Design-Builder shall obtain certificates of insurance and required policy endorsements from each of its subcontractors and provide a copy to the Owners upon request.

Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

Additional Insured Status: The City, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Design-Builder including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Design-Builder’s insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 if a later edition is used).

Primary Coverage: For any claims related to this contract, the Design-Builder’s insurance coverage shall be primary and non-contributory and at least as broad as ISO CG 20 01 04 13 as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be excess of the Design-Builder’s insurance and shall not contribute with it. This requirement shall also apply to any Excess or Umbrella liability policies.

Umbrella or Excess Policy: The Design-Builder may use Umbrella or Excess Policies to provide the liability limits as required in this contract. This form of insurance will be acceptable provided that all of the Primary and Umbrella or Excess Policies shall provide all of the insurance coverages herein required, including, but not limited to, primary and non-contributory, additional insured, Self-Insured Retentions (SIRs), indemnity, and defense requirements. The Umbrella or Excess policies shall be provided on a true “following form” or broader coverage basis, with coverage at least as broad as provided on the underlying Commercial General Liability insurance. No insurance policies maintained by the Additional Insureds, whether primary or excess, and which also apply to a loss covered hereunder, shall be called upon to contribute to a loss until the Design-Builder’s primary and excess liability policies are exhausted.

Notice of Cancellation: Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the City.

Waiver of Subrogation: Design-Builder hereby grants to City a waiver of any right to subrogation which any insurer of said Design-Builder may acquire against the City by virtue of the payment of any loss under such insurance. Design-Builder agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.

Self-Insured Retentions: Self-insured retentions must be declared to and approved by the City. The City may require the Design-Builder to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or City. The CGL and any policies, including Excess liability policies, may not be subject to a self-insured retention (SIR) or deductible that exceeds \$25,000 unless approved in writing by City. Any and all deductibles and SIRs shall be the sole responsibility of Design-Builder or subcontractor who procured such insurance and shall not apply to the Indemnified Additional Insured Parties. City may deduct from any amounts otherwise due Design-Builder to fund the SIR/deductible. Policies shall NOT contain any self-insured retention (SIR) provision that limits the satisfaction of the SIR to the Named. The policy must also provide that Defense costs, including the Allocated Loss Adjustment Expenses, will satisfy the SIR or deductible. City reserves the right to obtain a copy of any policies and endorsements for verification.

Claims Made Policies (note: should be applicable only to professional liability, see below): If any of the required policies provide claims-made coverage:

1. The Retroactive Date must be shown, and must be before the date of the contract or the beginning of contract work.
2. Insurance must be maintained, and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.
3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Design-Builder must purchase "extended reporting" coverage for a minimum of five (5) years after completion of work.

Verification of Coverage: Design-Builder shall furnish the City with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this Exhibit and a copy of the Declarations and Endorsements Pages of the CGL and any Excess policies listing all policy endorsements. All certificates and endorsements and copies of the Declarations & Endorsements pages are to be received and approved by the City before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Design-Builder's obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time. City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

Duration of Coverage: CGL & Excess liability policies for any construction related work, including, but not limited to, maintenance, service, or repair work, shall continue coverage for a minimum of five (5) years for Completed Operations liability coverage. Such Insurance must be maintained, and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.

APPENDIX I PROPOSAL FEE INSTRUCTIONS

For purposes of this solicitation, Phase 1 (Pre-Construction) refers to preconstruction and design development services performed up to the execution of the Guaranteed Maximum Price (GMP). Phase 2 (Construction) refers to completion of design documents, agency permitting, construction administration, and construction of the Project.

1. ATTACH: Phase 1 (Pre-Construction) Staffing and Hourly Rates Table

Attach a table to the proposal showing the planned staffing to be assigned during Phase 1 and list all individuals by name, job classification, whether they are existing employees or independent consultants, estimated number of hours, and hourly rate (including all markups). Also include a total of all hours planned to be expended.

2. ATTACH: Phase 2 (Construction) Staffing and Hourly Rates Table

Attach a table to the proposal showing the planned staffing to be assigned to site management during Phase 2 and list all individuals by name, job classification, whether they are existing employees or independent consultants, estimated number of hours, and hourly rate (excluding overhead and profit). Also include a total of all hours planned to be expended.

Proposers should assume a total construction duration of twenty-four (24) months, inclusive of mobilization and closeout of both the temporary and permanent facilities, which takes into account a phased build-out approach in order to maintain operational continuity; however, the final construction duration and sequencing will be confirmed and refined in coordination with the Design-Builder during Phase 1 services.

3. ITEMIZE: Design-Builder Service Fees

The Design-Builder shall propose fees for the Project as follows:

Phase 1 (Pre-Construction) Services Fee

Provide an itemized, not-to-exceed amount to cover all Phase 1 services, including the following components as defined.

- Design services - including program validation, conceptual design, schematic design and design development - necessary to support development of the GMP, but excluding construction documents and construction administration, which shall be part of Phase 2.
- Pre-construction services such as estimating, scheduling, phasing/logistics planning, and constructability reviews for the Design-Builder, subcontractors, consultants and others. Include all meetings and presentations outlined in the scope of work.
- Overhead and profit on design and pre-construction services.

Design Services: \$ _____

Pre-Construction Services: \$ _____

Overhead and Profit: \$ _____

Phase 2 (Construction) Services Fee

Provide an itemized breakdown for Phase 2 services, including design completion, construction administration, general conditions and applicable markups, as noted.

- Design completion and construction administration services including design consultant fees for preparation of construction documents, agency permitting, and construction administration through Project closeout. Identify the basis of these fees (as a lump sum or percentage of construction).
- General conditions (GC) / general requirements (GR) should include all staff and facilities to be located at the construction site and necessary to manage the construction of the Project, but not including overhead and profit. Proposers shall express GC/GR costs on a monthly basis, inclusive of all on-site personnel and expenses required to manage the Project construction.
- Overhead and profit stated as a percentage of the total estimated design and construction cost.
- Payment and performance bonds stated as a percentage of total estimated design and construction cost.

Design Completion /
Construction Document Services: \$ _____

Construction Administration Services: \$ _____

General Conditions / General
Requirements: \$ _____

Overhead and Profit Percentage: \$ _____

Payment and Performance
Bonds Percentage: \$ _____

NOTE: GMP Amendment

Percentages and fees proposed herein will serve as the basis for negotiation of the Guaranteed Maximum Price (GMP) Amendment and will apply to the agreed-upon cost of work at that stage (of the Project).