



REQUEST FOR QUALIFICATIONS OF DESIGN-BUILD ENTITIES

**FOR FRESNO COUNTY RURAL TRANSIT AGENCY
MAINTENANCE FACILITY PROJECT
IN SELMA, CA.**



**SUBMITTAL LOCATION: 2035 TULARE STREET, SUITE 201
FRESNO, CA 93721**

**RELEASE DATE: WEDNESDAY, JUNE 30TH
SUBMITTAL DEADLINE: FRIDAY, JULY 30TH BY 4:30 P.M. PDT**

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NOTE: The exemplar insurance requirements are referenced in the Part III and IV questions.

APPENDIX C: INTERVIEW QUESTIONNAIRE

NOTE: APPENDIX C does not require any action by the DB Entity. The interview questions are questions used by FCRTA to interview Owner References and are included for the DB Entity's information.

APPENDIX D: DESIGN-BUILD CONTRACT TERM SHEET

NOTE: APPENDIX E provides terms that are anticipated to be included in the Design-Build Contract. During the RFP process, an opportunity to comment on the draft Design-Build Contract will be provided.

NOTICE TO DESIGN-BUILD ENTITIES

Fresno County Rural Transit Agency (FCRTA) will be soliciting proposals from Design-Build (DB) Entities to design and construct the Selma Maintenance Facility (PROJECT). It is FCRTA's intent to award a single contract to a selected DB Entity to deliver the PROJECT.

Notice is hereby given that FCRTA is soliciting Statements of Qualifications (SOQs) from DB Entities (together with team members specified herein) in order to solicit information in the form of a qualification questionnaire and qualification statements. All DB Entities that intend to submit a proposal for the PROJECT must fully complete the SOQ package and provide all materials requested herein. FCRTA intends to create a short-list of up to the three of the most highly qualified DB Entities. Only short-listed DB Entities will be issued a Request for Proposals (RFP). Following receipt of Proposals, FCRTA will select the proposal that FCRTA determines to provide the best value, based on qualifications and other factors that will be set forth in the RFP. Failure to meet the requirements of the RFQ will be cause for rejection of the proposal. FCRTA may reject the SOQ if it is incomplete, contains irregularities of any kind, or is offered conditionally. FCRTA reserves the right to reject any and all SOQ's without cause. Failure to meet the requirements of the RFQ will be cause for rejection of the proposal. FCRTA may reject the SOQ if it is incomplete, contains irregularities of any kind, or is offered conditionally. FCRTA reserves the right to reject any and all SOQ's without cause.

A. OBTAINING THE REQUEST FOR QUALIFICATIONS

Solicitations may be obtained via FCRTA's webpage at <https://www.ruraltransit.org/documents/> or by contacting Janelle Del Campo at delcampo@fresnocog.org.

B. SUBMITTAL LOCATION AND DEADLINE

DB Entities seeking to participate in this RFQ process must provide the requested number of copies of the fully completed SOQ in a sealed package to:

Fresno County Rural Transit Agency
2035 Tulare Street, Suite 201
Fresno, CA 93721

ATTN: Janelle Del Campo

The SOQ must be submitted on or before:

Wednesday, July 30, 2021 at 4:30 PM

Failure to provide a responsive SOQ by the time specified above will preclude the DB Entity from subsequent participation in the request for proposal for the PROJECT.

C. NOTICE OF DETERMINATION

FCRTA will notify each DB Entity that submits a SOQ in a Notice of Determination regarding the status and whether or not they have been short-listed to submit a proposal for the PROJECT. DB Entities are advised that the act of submitting a SOQ is not, in itself, a guarantee that FCRTA will determine that the entity is qualified.

INTRODUCTION TO THE RFQ

A. PROJECT BACKGROUND AND SCOPE DESCRIPTION

The Fresno County Rural Transit Agency (FCRTA) Selma Maintenance Facility Project (proposed project) consists of developing an approximately 7.5-acre, vacant parcel in Selma, California, to construct a maintenance facility for vehicles that serve rural Fresno County. The proposed project would accommodate future transit needs in the surrounding rural communities of Fresno County. The proposed project site is part of the existing industrial park site for which City of Selma has approved the Nebraska-Saginaw Reorganization Specific Plan (Specific Plan). The Specific Plan Final Initial Study/Mitigated Negative Declaration (Final IS/MND) was certified as adequate and the Specific Plan was approved by the Selma City Council and Map 5429 was recorded December 2, 2004. The proposed project is allowed under the Specific Plan as an industrial type use pursuant to acquiring a Conditional Use Permit and Architectural Review approval.

The proposed project would construct a new maintenance and operations facility for the FCRTA. The facility would include an approximately 4,900-square-foot maintenance shop equipped to service both natural gas and electric transit buses, an approximately 4,900-square-foot maintenance shop devoted to light duty vehicles and vans, and an approximately 4,900-square-foot office and training facility for technician training in advanced transit vehicle technology. The proposed project would also include a bus wash that would apply State-mandated conservation practices such as on-site recycled water and filtering requirements. The bus wash would utilize a blow dryer and would accommodate up to 40-foot buses. The project would be equipped with ten Level 3 electric vehicle (EV) chargers to serve electric transit buses, ten Level 2 EV chargers to serve electric transit vans, and a public access compressed natural gas (CNG) station capable of serving both transit buses and over-the-road Class 8 trucks. The project would also include approximately 1.3 to 2.0 megawatts (MW) of on-site solar power and a minimum of 500 kilowatt-hour (kWh) of battery storage to support the electric vehicle charging.

B. BACKGROUND DOCUMENTS

The National Environmental Policy Act (NEPA) Report for the FCRTA Maintenance and Operations Facility Project is available at the FCRTA website;

<https://www.ruraltransit.org/wp-content/uploads/2021/06/Final-FCRTA-NEPA-CE.pdf>

C. TWO-STEP DESIGN-BUILD SELECTION

The process for award of the Design-Build Contract will be a two-step selection process. Step 1 is issuance of this RFQ in order to solicit information in the form of Statements of Qualifications (SOQs). The SOQs will be evaluated to create a short-list of up to the three most highly qualified DB Entities. Step 2 is the RFP process which will determine final ranking of the proposing DB Entities, based on selection criteria and evaluation elements defined in the RFP document. Award of the Design-Build Contract will be made to the DB Entity whose proposal is determined to be the overall best value to FCRTA, with such best value determination to be based upon an evaluation of criteria to be set forth in the RFP which may include, but not be limited to, experience, past performance,

project approach, price and life-cycle costs. All costs, expenses and fees incurred by all Proposers are at their own risk and expense and the FCRTA is not responsible and/or liable therefore.

D. PROJECT DELIVERY OVERVIEW

It is FCRTA's intent to award a single contract to the selected DB Entity to deliver the PROJECT. The selected DB Entity will be the single point of contact and have contractual responsibility for all services contracted by FCRTA for the PROJECT. By combining the responsibilities of design and construction within a single team FCRTA expects to secure benefits for its customers by reducing costs, integrating construction considerations into the design of the PROJECT to deliver a better and more reliable facility, delivering a high-quality project with efficient sharing of responsibilities, and achieving benefits from schedule and cost efficiencies. Additional benefits include reducing the risk to FCRTA by contracting project responsibilities to a single entity, allowing for appropriate innovations in technology, and competitive selection of the best pre-qualified DB Entity.

It is anticipated that neither a detailed conceptual design component nor a corresponding lump sum fixed price will be required in response to the RFP. After the DB Entity is selected, the design will progress in an interactive manner leading to a negotiated guaranteed maximum price (GMP).

E. LEGAL AUTHORITY

This procurement is structured to comply with the requirements of California Senate Bill 785 (Public Contract Code Sections 22160-22169), as well as the requirements of all other applicable California law.

F. PROCESS SCHEDULE

FCRTA anticipates soliciting proposals from the short-listed DB Entities for the PROJECT from June 2021 through July 2021 and awarding a Design-Build Contract no later than September 2021. The RFP will provide additional process and project schedule information.

G. EXCLUSIVE PROCESS

Each prospective DB Entity invited to submit a proposal to undertake the PROJECT must have provided a complete SOQ through the process outlined in this Request for Qualifications of Design-Build Entities for the PROJECT. No other RFQ process completed for FCRTA will meet these requirements.

H. PREPARATION OF THE SOQ SUBMITTAL

Each prospective DB Entity must provide a complete, responsive SOQ package which consists of contact information and general information (Parts I and II), the minimum requirements and scored questions (Parts III and IV) and project experience, key personnel experience, and DB Entity financial information (Parts V, VI and VII) with all required attachments and any other supplemental information. Submission of an incomplete and/or unclear SOQ could result in a determination by FCRTA that the prospective DB Entity is nonresponsive.

The SOQ package must be presented bound and separated by tabbed section dividers for each "Part" (e.g. Part I, II, III, etc.) in two separate binders/Volumes. **Parts I, II, III and IV should be bound in Volume 1. Parts V, VI and VII shall be bound in Volume 2. Include a copy of the Cover Page for**

each volume and indicate Volume 1 or Volume 2 clearly on each cover page. Part VIII is for information only and not submitted.

All pages shall be standard letter size (8.5" x 11"). No oversize sheets or drawings will be accepted. Only include Parts I to VII along with requested Attachments and related "explanation" pages (if any) as part of the SOQ.

Any unrequested documentation, such as company brochures, publications, marketing DVDs, etc., will not be considered.

DB Entities shall submit one (1) original and six (6) copies of the SOQ, along with one (1) electronic PDF copy on a USB Flash Drive, to be delivered to FCRTA at the required location, date and time specified in the Notice to Design-Build Entities.

FCRTA reserves the right to waive minor irregularities and omissions in the information, and the form of such information, contained in a SOQ.

I. DEFINITIONS

The following definitions apply:

1. "Definitive Contract Amendment Date" means the date that the guaranteed maximum price, scheduled acceptance date, minimum design and construction requirements, acceptance standards, and acceptance test plans are agreed upon.
2. "Design work" means the preparation of preliminary or detailed (issued for construction) drawings that are an integral part of the contract documents. Design work does not include the preparation of shop drawings.
3. "Design-Build" (DB) means a project delivery process in which both the design and construction of a project are procured from a single entity.
4. "Design-Build Contract" means the agreement to be entered into between the Design-Builder and FCRTA, including the appendices and the transaction forms, to perform the contract services.
5. "Design-Build Entity" or "DB Entity" means a corporation, limited liability company, partnership, joint venture, or other legal entity that will provide appropriately licensed contracting, architectural, and engineering services as needed pursuant to a Design-Build Contract and that submits its statement of qualifications to this RFQ. The Design-Build Entity will be the entity required to enter into the Design-Build Contract with FCRTA. [Note: This entity will be referred to herein as the "Design-Builder" in connection with a discussion of its rights and obligations following execution of the Design-Build Contract.]
6. "Design-Build Team" (DB Team) means the DB Entity itself and the individuals and other entities identified by the DB Entity as members of its team. Members shall include the General Contractor, the Principal Engineering Firm, and any Other Design Firm(s), if any.

7. “Design-Build Work” means the services to be performed by the Design-Builder, following the Definitive Contract Amendment Date that must be completed by the Scheduled Acceptance Date, as described in Appendix E (Design-Build Contract Term Sheet).
8. “Design-Builder” means the corporation, limited liability company, partnership, joint venture, or other legal entity that is determined to have the best value proposal and enters into the Design-Build Contract with FCRTA.
9. “General Contractor” means the general contractor, holding a current, valid, Class “B” general contractor license in good standing that will assume responsibility for the subcontracting, management, supervision and administration of the construction for the PROJECT.
10. “Other Design Firm” means any firm with licensed engineers that is not the Principal Engineering Firm that will participate in the Design of the PROJECT.
11. “Principal Engineer” means the professional providing professional services as lead engineer for the PROJECT.
12. “Principal Engineering Firm” means the firm with licensed engineers whose stamp will appear on PROJECT construction documents.

J. DESIGN-BUILD ENTITY, GENERAL CONTRACTOR, PRINCIPAL ENGINEERING FIRM, AND OTHER DESIGN FIRMS

The RFQ requires the DB Entity to identify and supply information regarding the DB Entity (which is the entity that will execute the Design-Build Contract), the General Contractor, the Principal Engineering Firm, and Other Design Firms (if any). It is anticipated that the RFP will not limit the amount of Design-Build Work that the DB Entity can propose to self-perform. It is anticipated that, except as restricted by applicable law, FCRTA will reserve the right to require the Design-Builder to conduct a competitive bidding process for all elements of the construction work. To be considered, the potential DBE must have the appropriate licenses required under provisions of the California Business and Professions Code. The Mandatory Design Consultant(s), Architect and General Contractor, shall hold an appropriate license for their design discipline. Failure of a single-entity DBE to possess the required licenses shall be deemed as non-responsive. Failure of a joint venture DBE to be properly licensed by the date of contract award will result in forfeiture of the Proposal Security and loss of the contract. Failure of the Mandatory Design Consultant(s) to possess the required license on the Proposal Deadline shall require the DBE to substitute licensed design professionals and specialty trade contractors, as applicable, prior to award of the contract without additional cost.

This project is prevailing wage and is a partially Federally-funded construction contract. Federal Labor Standards Provisions, including prevailing wage requirements will be enforced. In the event of a conflict between Federal and State wages rates, the higher of the two will prevail. The DBE's duty to pay State prevailing wages include requirements per Labor Code Section 1770 et seq.; Labor Code Sections 1775 and 1777.7 outline the penalties for failure to pay prevailing wages and employ apprentices, including forfeitures and debarment. The DBE's duty to pay Federal prevailing wages include requirements per Department of Labor under Labor Laws 29 USC part 50 and DOL Regulations, 29 CFR part 29.

K. RFQ CONFERENCE

No conference will be held.

L. INSURANCE REQUIREMENTS

The Design-Builder, at the Design-Builder's sole cost and expense and for the full term of the Design-Build Contract or any extension thereof, will be required to obtain and maintain, at a minimum, all of the insurance requirements outlined in Appendix B Exemplar Insurance Requirements.

M. FUNDING

The PROJECT will be partially financed with funds from the Federal Transportation Administration (FTA) and as such the specific contract requirements will be set forth in the RFP.

N. BONDS

The Design-Builder will be required to deliver to FCRTA on the Definitive Contract Amendment Date performance and payment bonds in forms acceptable to FCRTA in the full amount of the construction value (refer to Section A. PROJECT BACKGROUND AND SCOPE DESCRIPTION for project value) to guarantee the faithful performance and payments. Certain certifications regarding bonds

are required as a part of this RFQ process, as provided herein. FCRTA reserves the right to negotiate the bonding level requirements. FCRTA may also consider other guarantees (bank letters of credit, etc.) in lieu of or in combination with the performance and payment bond requirements. Additional details will be provided during the RFP process.

O. CONFLICT OF INTEREST

Each DB Entity submitting a SOQ is responsible for determining whether or not its participation or the participation of other DB Team members in the proposed Design-Build Contract constitutes a conflict of interest or a potential conflict of interest under California Government Code Sections 1090 or 83111-83116, or other applicable law. Each DB Entity must investigate and manage any potential conflict of interest as part of considering whether to submit a SOQ and when assembling its project team.

Given the complexity in determining the existence of a conflict of interest, it is hard to generalize about what facts might, or might not, result in a conflict of interest. Accordingly, the following are intended to be general guidelines that DB Entity's should treat solely as a starting point in its analysis:

1. Any person or firm who substantially participated in the preparation of this SOQ package, or any material element thereof (including without limitation, the Project Definition Report), is prohibited from participating in the preparation of a proposal by, or otherwise being a part of, any DB Entity responding to this RFQ.
2. A DB Entity is prohibited from including as a member of the DB Team or otherwise using on this project any person who substantially participated in the preparation of the RFQ, or any material element thereof (including without limitation, the Project Definition Report).
3. The prohibition set forth in the two bullet points immediately above is generally not intended to apply to a person who prepares a foundational report or study, such as a master plan, soils report, or environmental clearance document that is subsequently used by another person to prepare the documents described above.

The existence of such a conflict of interest is a basis for FCRTA to disqualify a DB Entity's participation in this RFQ process. If FCRTA determines that a DB Entity is disqualified because of the existence of such a conflict of interest, it will provide the DB Entity with a written statement of the facts leading to that conclusion.

P. REQUESTS FOR INFORMATION

All questions or requests regarding, this RFQ process must be submitted in writing to FCRTA at delcampo@fresnocog.org. **Questions or objections must be submitted to delcampo@fresnocog.org no later than 4:30 P.M. July 9, 2021.** Questions and/or objections must be as specific as possible and must identify the RFQ section number and title at issue. Any party submitting an objection must describe the objection as specifically as possible and set forth the rationale for the objection. No response will be made to a communication or question submitted directly to FCRTA staff or FCRTA consultants. The DB Entity shall only rely on information contained in this Request for Qualifications of Design-Build Entities, and any subsequent written supplement issued by FCRTA through, for preparation of their SOQ. DB Entities shall not rely on any other written or any oral statements of FCRTA or its officers, directors, employees, or agents regarding the PROJECT or the RFQ.

Q. TIME AND DATE FOR SUBMISSION

Refer to the Notice to Design-Build Entities included in this Request for Qualification of Design-Build Entities for the required submittal deadline, which for clarity is July 30, 2021 by 4:30 PM.

R. EVALUATION AND ANALYSIS

FCRTA will use the information obtained in the RFQ process to short-list up to three DB Entities that are determined to be the most highly qualified to submit a proposal for the PROJECT. FCRTA reserves the right to verify from other available sources the information provided by the DB Entity and to rely upon such information gathered during the verification process. FCRTA will evaluate the information gathered during this RFQ process by using the responses set forth in this document. Refer to Part VIII Evaluation and Ranking of Submissions for information regarding scoring and final ranking.

S. NOTIFICATION

FCRTA will notify all DB Entities via e-mail which have been short-listed to submit proposals on the PROJECT through a Notice of Determination. FCRTA reserves the right to adjust, increase, decrease, change, limit, suspend or rescind the SOQ rating following issuance of a Notice of Determination.

T. DISPUTING DETERMINATION

The following procedures shall apply whenever any interested party desires to dispute the Notice of Determination or any other aspect of the RFQ process.

A DB Entity has no right to dispute a determination that it is not qualified based upon a late or incomplete SOQ submittal. There is no right to dispute the RFQ process requirements and/or specifications if any objection thereto could have been addressed by submitting a question and/or objection in accordance with Section Q. REQUESTS FOR INFORMATION above. The protest by the interested party shall be undertaken at the interested party's expense.

The interested party initiates a protest by delivering to FCRTA a written notice requesting a hearing and setting forth the grounds for the protest as well as all of the facts relevant to the protest. The protesting party must deliver the written notice to the same location that the SOQs were required to be delivered. The protesting party must deliver such written notice within 5 business days following the date of FCRTA's written Notice of Determination. ***The protesting party waives its***

right to dispute FCRTA's decision or any other aspect of the RFQ process if it fails to deliver the notice within 5 business days following the date of FCRTA's written Notice of Determination.

U. CONFIDENTIALITY

All information submitted to FCRTA under this RFQ process becomes the exclusive property of FCRTA but, if not otherwise a public record under the California Public Records Act (California Government Code section 6250 et seq.), shall not be open to public inspection. All submissions and other correspondence will be subject to the following requirements:

1. FCRTA has a substantial interest in not disclosing submissions during the evaluation process. For this reason, FCRTA will not disclose any part of the submissions before it issues the Final Notice of Determination. After issuance of the Final Notice of Determination, all submissions will be subject to public disclosure to the extent such information constitutes a public record under the California Public Records Act.
2. There are a limited number of exceptions to the disclosure requirements under the Public Records Act, such as for trade secret information. FCRTA is not in a position to determine what information in a submission, if any, may be subject to one of these exceptions. Accordingly, if a DB Entity believes that any specific portion of its submission is exempt from disclosure under the Public Records Act, the DB Entity must mark the portion of the submission as such and state the specific provision in the Act that provides the exemption and the factual basis for claiming the exemption. For example, if a DB Entity believes a submission contains trade secret information, the DB Entity must plainly mark the information as "Trade Secret" and refer to the appropriate section of the Public Records Act which provides the exemption for such information and the factual basis for claiming the exemption.
3. If a request is made for information in a submission that a DB Entity has properly marked as exempt from disclosure under the Public Records Act (e.g. information that the DB Entity has marked as "Confidential", "Trade Secret" or "Proprietary"), FCRTA will provide the DB Entity with reasonable notice of the request and the opportunity to seek protection from disclosure by a court of competent jurisdiction. It will be the DB Entity's sole responsibility to seek such protection from a court.
4. Any submission that contains language attempting to make all or significant portions of the submission exempt from disclosure or that fails to provide the exemption information required above will be considered a public record in its entirety. Therefore, do not mark your entire submission as "confidential," "trade secret," or "proprietary."

V. RESERVATIONS OF RIGHTS OF FCRTA

FCRTA reserves, holds and may exercise, at its sole discretion, the following rights and conditions with regard to this RFQ, and by responding to this RFQ, DB Entities acknowledge and consent to the following rights and conditions:

- FCRTA reserves the right to reject any and all SOQs received by reason of this RFQ, or to negotiate separately in any manner necessary to serve the best interests of FCRTA, in accordance with applicable law.
- This RFQ does not obligate FCRTA to procure or to contract for any services.
- FCRTA reserves the right to short-list more or less than three (3) DB Entities.

- FCRTA reserves the right to add the next highest scoring DB Entity (or DB Entities) to the short-list at any time during the procurement process if a short-listed DB Entity (or DB Entities) withdraws from the procurement process.
- FCRTA reserves the right to suspend or abandon the procurement process at any time.
- FCRTA reserves the right to change or alter the schedule for any events associated with this procurement upon notice to all potential DB Entities.
- FCRTA reserves the right to eliminate any DB Entity who submits incomplete or inadequate responses or is not responsive to the requirements of this RFQ.
- FCRTA reserves the right to seek additional information or clarification of any aspect of a SOQ or to hold clarification meetings with individual DB Entities in accordance with Applicable Law.
- FCRTA reserves the right to waive any non-material defects, technicalities, or informalities in the SOQs or non-material deviations from the requirements set forth in this RFQ.
- FCRTA reserves the right to designate a representative to act in its place or on its behalf during this procurement process.
- FCRTA (including its staff and consultants) reserves the right to examine any of the facilities referenced in each SOQ and to observe and investigate the operations of such facilities.
- FCRTA reserves the right to conduct investigations of the DB Entities and their SOQs (including, but not limited to, contacting references) to clarify the information provided pursuant to this RFQ, and to request additional evidence to support the information included in any SOQ.
- FCRTA reserves the right to waive any irregularities or informalities not affected by law, to evaluate the proposals submitted, to award the contract to other than the lowest bidder, to award some or none of the services included in the solicitation, and to award agreement(s) according to the proposal(s) which best serves the interests of the FCRTA.

- End of Introduction –

REQUEST FOR QUALIFICATIONS OF DESIGN-BUILD ENTITIES

FOR THE FRESNO COUNTY RURAL TRANSIT AGENCY

SELMA MAINTENANCE FACILITY PROJECT

STATEMENT OF QUALIFICATIONS

SUBMITTAL LOCATION: Fresno County Rural Transit Agency
2035 Tulare Street, Suite 201
Fresno, CA 93721

SUBMITTAL DEADLINE: July 30th by 4:30 p.m.

DB Entity: _____

Date: _____

Volume: _____

Note: *Only Parts I through VII and Attachments I and II of this document (along with any requested or required supporting documents) are to be submitted.*

PART I: CONTACT INFORMATION & CERTIFICATION

The DB Entity must provide all of the following contact information to be considered for further review. The DB Entity must also sign this form, certifying that the statements and information contained in this Statement of Qualifications are complete and accurate and that the submittal contains no false or deliberately misleading information. By signing this form, the DB Entity acknowledges that receipt of this submittal by FCRTA does not constitute either a direct or implied guarantee to the DB Entity that it will be short-listed. By signing this form and submitting this SOQ, the DB Entity further agrees to be bound by the procedures and conditions as described in this Request for Qualification submittal. The DB Entity is the entity that will execute the Design- Build Contract.

If the legal entity constituting the DB Entity has not yet been formed, questions referring to the DB Entity should be answered as if the DB Entity has been formed.

A. CONTACT INFORMATION

1. Legal Name of DB Entity: _____
2. Address of DB Entity: _____
3. Phone Number of DB Entity: _____
4. Contact Person and Title: _____
Contact person for this SOQ. Contact does not need to be the Company Owner.
 Contact Person Email: _____
5. DB Entity is: Corporation: ____ Partnership: ____
 Sole Proprietorship: ____ Joint Venture: ____
 Other legal entity (specify) _____
6. Date of company formation or incorporation: _____
7. Under the laws of what state: _____

B. DESIGN-BUILD TEAM MEMBERS

In spaces provided below, name the General Contract and the Principal Engineering Firm:

1. General Contractor Name: _____
2. Principal Engineering Firm Name: _____

NOTE: DB Entities should only list the Other Design firms that will participate in the design of the Project, if any.

3. Other Design Firm Name: _____
Explain involvement with the Design

4. Other Design Firm Name: _____
Explain involvement with the Design

NOTE: Attach additional pages for added design firms if necessary

C. ORGANIZATIONAL DOCUMENTS

If the DB Entity is a privately held corporation, Limited Liability Company, Partnership, Joint Venture, or other legal entity:

1. Provide a copy of the organizational documents or agreement committing to form the same as provided below.
2. Indicate all shareholders, partners or members who will perform work on the PROJECT.

D. EXECUTION & CERTIFICATION

Complete and attach **Attachment 1 Proposer Form**: All information set forth in this SOQ shall be certified under penalty of perjury by the Design-Build Entity and, if a partnership or joint venture, its general partners or joint venture members.

- End of Part I -

PART II: GENERAL INFORMATION

The DB Entity must provide all of the following information:

A. INFORMATION ABOUT THE GENERAL CONTRACTOR

Definition:

“General Contractor” shall mean the general contractor, holding a current, valid, Class “B” general contractor license in good standing that will assume responsibility for the subcontracting, management, supervision and administration of the construction for the PROJECT.

1. Name of General Contractor: _____

2. Date of company formation or incorporation: _____

3. Under the laws of what state: _____

4. General contractor is a (*select one and provide requested information*):

____ Corporation – provide information in 4a(1) and 4a(2)

____ Sole proprietorship – provide information in 4b(1) and 4b(2)

____ Joint Venture, Partnership or Other legal entity – provide information in 4c(1) and 4c(2)

4a(1). If the General Contractor is a **corporation**, provide all the following information as of the date of this RFQ for each person who is either (a) an officer of the corporation (president, vice president, secretary, treasurer), or (b) the owner of at least ten percent of the corporation’s stock.

Persons Name	Position	Years with Co.	% Ownership
CEO:			
President:			
Secretary:			
Treasurer:			

4a(2) Identify every construction firm that any person listed above has been associated with (as owner, general partner, limited partner or officer) at any time during the last five years (immediately before the date upon which this RFQ was issued).

NOTE: For this question, “owner” and “partner” refer to ownership of ten percent or more of the business, or ten percent or more of its stock, if the business is a corporation.

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

4b(1) If the General Contractor is a ***sole proprietorship***, complete the following:

Owner	Years as Owner

4b(2) Identify every construction firm that the business owner has been associated with (as owner, general partner, limited partner or officer) at any time during the last five years (immediately before the date upon which this RFQ was issued).

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

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

4c(1) If the General Contractor is a ***joint venture, partnership, or other legal entity (other than corporation)***, provide all the following information as of the time of this prequalification for each partner who owns 10 per cent or more of the firm (*attach additional pages if necessary*).

Name of Individual or Entity	Principal Contact	Position	Years with JV/ Partnership/ Association	% Ownership Interest

4c(2) Identify every construction company that any partner has been associated with (as owner, general partner, limited partner or officer) at any time during the last five years (immediately before the date upon which this RFQ was issued).

NOTE: For this question, “owner” and “partner” refer to ownership of ten percent or more of the business, or ten percent or more of its stock, if the business is a corporation.

Person’s Name	Construction Company	Dates of Person’s Participation with Company

5. Has there been any change in ownership of the General Contractor at any time during the last three (3) years (immediately before the date upon which this RFQ was issued)?

NOTE: A corporation whose shares are publicly traded is not required to answer this question but must check the “Publicly Traded” box.

Yes No Publicly Traded

If “Yes” explain on a separate page.

6. Is the General Contractor a subsidiary, parent, holding company or affiliate of another construction or design firm?

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

Yes No

If “Yes” explain on a separate page.

7. Are any corporate officers, partners or owners connected to any other design or construction firms?

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

Yes No

If "Yes" explain on a separate page.

8. State the General Contractor's gross revenues for each of the following years:

2018: _____

2019: _____

2020: _____

9. List all license numbers, classifications and expiration dates of the California contractor's licenses held by the General Contractor, including any licenses or registration with the California Department of Industrial Relations required in accordance with SB 854:

License Number	Trade Classification	Date Issued	Expiration Date

10. If any of your firm's license(s) are held in the name of a corporation or partnership, list below the names of the qualifying individual(s) listed on the California State Licensing Board (CSLB) records who meet(s) the experience and examination requirements for each license.

11. Has the General Contractor changed names or license numbers in the past five (5) years (immediately before the date upon which this RFQ was issued)?

Yes No

If "Yes" explain on a separate page, including the reason for the change.

12. Has any owner, partner or, for corporations, officer of your firm operated a construction firm under any other name in the last five (5) years (immediately before the date upon which this RFQ was issued)?

Yes No

If "Yes" explain on a separate page, including the reason for the change.

13. Provide surety information for General Contractor:

Bonding Co./Surety: _____

Surety Agent: _____

Agent Address: _____

Phone Number: _____

14. List all other sureties (name and full address) that have written bonds for the General Contractor during the last five years (immediately before the date upon which this RFQ was issued). Include the periods during which each wrote the bonds.

Surety	Address	Periods of Coverage

B. INFORMATION ABOUT THE PRINCIPAL ENGINEERING FIRM

Definitions:

- “Principal Engineering Firm” means the firm with licensed engineers whose stamp will appear on PROJECT Construction Documents.
- “Principal Engineer” means the professional providing professional services as lead engineer for the PROJECT.

1. Provide the following:

Name of Principal Engineering Firm: _____

Name of Principal Engineer: _____

License Number: _____

Years in Practice: _____

2. Is the Principal Engineering Firm different from that of the General Contactor?

___ No; proceed to Question 11

___ Yes; answer all questions below

3. Date of company formation or incorporation: _____

4. Under the laws of what state: _____

5. Principal Engineering Firm is a (select one and provide requested information):
 ___ Corporation – provide information in 5a
 ___ Sole proprietorship – provide information in 5b
 ___ Joint Venture, Partnership, or Other Legal Entity – provide information in 5c

5a. If the Principal Engineering Firm is a **corporation**, provide the following information as of the date of this prequalification for each officer of the corporation and owners of 10% or more of the corporate stock.

Person's Name	Position	Years in Co.	% Ownership
CEO			
President			
Secretary			
Treasurer			

5b. If the Principal Engineering Firm is a **sole proprietorship**, complete the following:

Owner	Years as Owner

5c. If the Principal Engineering Firm is a **joint venture, partnership, or other legal entity (other than a corporation)**, provide the following information for each member of the joint venture, each partner or each other legal entity member. *(attach additional pages if necessary)*

Name of Individual or Entity	Principal Contact	Position	Years with JV/ Partnership/ Association	% of Ownership

6. Has there been any change in ownership of the Principal Engineering Firm at any time during the last three (3) years (immediately before the date upon which this RFQ was issued)?

NOTE: A corporation whose shares are publicly traded is not required to answer this question but must check the “Publicly Traded” box.

Yes No Publicly Traded

If “Yes” explain on a separate page.

7. Is the Principal Engineering Firm a subsidiary, parent, holding company or affiliate of another design or construction firm?

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

Yes No

If “Yes” explain on a separate page.

8. State the Principal Engineering Firm’s gross revenues for each of the following years:

2017: _____

2018: _____

2019: _____

9. Has any corporate officers, partners or owners of the Principal Engineering Firm worked for any other engineering or architectural firms in the past five (5) years (immediately before the date upon which this RFQ was issued):?

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

Yes No

If “Yes” explain on a separate page.

10. Has the Principal Engineering Firm changed names in the past five (5) years (immediately before the date upon which this RFQ was issued)?

Yes No

If “Yes” explain on a separate page, including the reason for the change.

11. Provide the following information for all known Engineers and Architects who will be designing the project: *(attach additional pages if necessary)*

Engineer/Architect	Discipline	License #	Years in Practice

C. INFORMATION ABOUT OTHER DESIGN FIRMS, IF ANY

For each of the Other Design Firms identified in Part I.B, if any, provide design licensing information below.

1. Name of Other Design Firm: _____

Element of Design to be Performed: _____

Provide the following information for all known Engineers and Architects of this Other Design Firm who will be providing detailed design for this PROJECT: *(attach additional pages if necessary)*

Engineer/Architect	Discipline	License #	Years in Practice

2. Name of Other Design Firm: _____

Element of Design to be Performed: _____

Provide the following information for all known Engineers and Architects of this Other Design Firm who will be providing detailed design for this PROJECT: *(attach additional pages if necessary)*

Engineer/Architect	Discipline	License #	Years in Practice

NOTE: Attach additional pages for additional Design Firms if necessary.

- End of Part II -

PART III: MINIMUM REQUIREMENTS FOR QUALIFICATION

This Part III is the first step in evaluating the DB Entity. It seeks information about various members of the Design-Build Team, and consists of questions that must be answered correctly or the DB Entity will be disqualified.

NOTE: DB Entity will be immediately disqualified if the answer to any of questions 1 through 5 is “No”.

1. Does the General Contractor possess a valid and current California contractor’s license for this PROJECT for which the DB Entity intends to submit a proposal?
 Yes No
2. Refer to the INTRODUCTION TO RFQ, Section L. Insurance Requirements regarding insurance requirements and consideration by FCRTA to initiate an Owner Controlled Insurance Program (OCIP) for this PROJECT. Is the DB Entity able to obtain (or has) insurance in the limits stated in Appendix B and/or negotiate with FCRTA for the OCIP for this PROJECT?
 Yes No

Provide a notarized declaration from the Insurance Company or from the broker/agent stating that the DB Entity is able to obtain or has insurance in the limits stated in Appendix B for this construction PROJECT. Either provide the declaration or include the following notarized statement in the last paragraph of the declaration:

“The undersigned declares under penalty of perjury that the above statements submitted are true and correct and that this declaration was executed in State: _____ , County: _____ , on (date) _____.”

(Name and Title, printed or typed)

(Signature)

3. Does the General Contractor and each proposed subcontractor have current workers’ compensation insurance coverage as required by the Labor Code or are legally self-insured pursuant to Labor Code section 3700 et. seq.?
 Yes No
4. Is the DB Entity able to obtain performance and payment bonds for the PROJECT, which is expected to involve a construction contract of up to approximately \$11 million?
 Yes No

Provide a notarized statement from the Surety Company stating the amount of bonding currently available to the DB Entity for this construction contract. Either provide a declaration or include the following in the last paragraph of the declaration.

“The undersigned declares under penalty of perjury that the above statements submitted are true and correct and that this declaration was executed in State: _____ , County: _____ , on (date) _____.”

Name of bonding company/surety: _____

Name of surety agent, address and telephone number: _____

(Name and Title, printed or typed)

(Signature)

NOTE: The preceding notarized statement must be from the surety company, not an agent or broker.

5. Has the financial information required in PART VII: FINANCIAL been provided?
 Yes No

Include the financial information in PART VII: FINANCIAL.

NOTE: DB Entity will be immediately disqualified if the answer to any of questions 6 through 12 are “Yes”.

6. Has any contractor license held by the General Contractor or any of the proposed DB Team members been revoked or suspended without a successful appeal for reinstatement, within the last five (5) years (immediately before the issuance of this RFQ)?
 Yes No
7. Within the last five (5) year (immediately before the issuance of this RFQ), has a surety firm completed a contract or paid for completion of a contract on behalf of the General Contractor or any member of the DB Team?
 Yes No
8. At the time of submitting this SOQ, is the General Contractor or any member of the DB Team ineligible to bid on or be awarded a contract with FCRTA or any other public agency, for any reason, including as a result of a voluntary settlement agreement?
 Yes No

9. At the time of submitting this SOQ, is the General Contractor or any member of the DB Team ineligible to bid on or be awarded a public works contract pursuant to either Labor Code section 1777.1 or Labor Code section 1777.7?
 Yes No
10. At any time during the last five (5) years (immediately before the issuance of this RFQ), has the General Contractor or any member of the DB Team or any of its owners or officers been convicted of a crime involving the awarding of a contract of a government construction PROJECT, or the bidding or performance of a government contract?
 Yes No
11. Has any professional license, credential or registration held by any Architect who will provide services been revoked or suspended at any time in the last five years (immediately before the issuance of this RFQ)?
 Yes No
12. Has any professional license, credential or registration held by any Engineer who will provide services been revoked or suspended at any time in the last five years (immediately before the issuance of this RFQ)?
 Yes No

NOTE: DB Entity will be immediately disqualified if the answer to any of questions 13 through 17 are “No”.

13. Do all architects and engineers of record who are expected to work on the project possess current California professional licenses for the services which they intend to provide?
 Yes No
14. Does the DB Entity hereby agree that the contractors at every tier will use a “skilled and trained workforce” to perform all work on the PROJECT that falls within an “apprentice-able occupation” in the building and construction trades, or has the DB Entity attached hereto evidence that the DB Entity has entered into a project labor agreement incorporating such requirements, as required by PCC 22164(c)?
 Yes, the DB Entity will use a “skilled and trained workforce”
 Yes, the DB Entity has entered into a project labor agreement (include such evidence in this Part III)
 No
15. Has the Principal Engineering Firm that will design the PROJECT designed at least one (1) project value over \$10 million in the last fifteen (15) years (immediately before the issuance of this RFQ)?
 Yes No
State the name of the project below and list the project in Part V: Recent Construction Projects Completed

Refer to Part V for definition of “project value”. For the purpose of this question, the design work must be 100% complete and construction in progress or completed

16. Has the General Contractor that will construct the PROJECT constructed at least one (1) project value over \$10 million in the last fifteen (15) years (immediately before the issuance of this RFQ)?

Yes No

State the name of the project below and list the project in Part V: Recent Construction Projects Completed

Refer to Part V for definition of “project value”.

NOTE: For question 17, the DB Entity will be immediately disqualified if the three-year average EMR exceeds 1.00.

17. Experience Modification Rate (EMR)

- A. Required EMR Rate for the General Contractor that has performed work in California:
List the General Contractor’s EMR (California workers’ compensation insurance) for each of the past three premium years; calculate the three-year average:

	Year	List EMR
Most recent available year		
Previous year		
Year prior to previous year		
Three-year average EMR		

- B. Required EMR Rate for the General Contractor that has not performed work in California:

If your firm has not performed work in California during at least the three most recent years, you must list below your firm’s **Interstate** Experience Modification Rate for each of the past three premium years; calculate the three-year average.

You must also attach to this submittal documentation clearly showing an **Interstate** Experience Modification Rate for each of the past three premium years.

Note: Leave the following table empty if you have performed work in California during the three most recent years.

	Year	List Interstate EMR
Most recent available year		
Previous year		

Year prior to previous year		
Three-year average EMR		

NOTE for questions 18 through 20: The average total recordable injury and illness rate (also known as OSHA Incidence Rate) and average lost work rate (also known as the Lost Workday Incidence Rate) for the most recent three-year period must not exceed the applicable statistical standards for its business category. As an alternative, a DB Entity may be deemed to have an acceptable safety record in those categories if the DB Entity is a party to an alternative dispute resolution system as provided for in Section 3201.5 of the Labor Code. Should none of these requirements be met, then the DB Entity will be immediately disqualified.

18. List the General Contractor’s total recordable injury/illness rate for each of the past three premium years, and include the applicable statistical standard for that year of the appropriate category; calculate the three-year average.

	Year	Average total recordable injury/illness rate	Applicable statistical standard for that year	Applicable business category (describe category)
Most recent available year				
Previous year				
Year prior to previous year				
Three Year Average:				

19. List the General Contractor’s lost work rate for each of the past three premium years, and include the applicable statistical standard for that year of the appropriate category; calculate the three-year average.

	Year	Lost work rate	Applicable statistical standard for that year	Applicable business category (describe category)
Most recent available year				
Previous year				
Year prior to previous year				
Three Year Average:				

20. Is your firm a party to an alternative dispute resolution system as provided for in Section 3201.5 of the Labor Code?

Yes No

If "yes," attached a separate page describing how your firm is a party to an alternative dispute resolution system.

-End of Part III -

PART IV: SCORED QUESTIONS

A. SCORED QUESTIONS FOR THE GENERAL CONTRACTOR

Provide the following information about the General Contractor that will construct the PROJECT. If the General Contractor is itself the DB Entity, then provide all information requested as it relates to the DB Entity itself.

Name of General Contractor: _____

A-1. How many years has the General Contractor been licensed in California under their present business name and license number?

10 years or more 8 to 9 years 6 to 7 years 5 yrs. or less

Note: Failure to provide a letter of explanation for a “Yes” answer to Questions A-2 and A-3 may result in immediate DB Entity disqualification.

A-2. Is the General Contractor currently the debtor in a bankruptcy case?

Yes No

If “yes,” please attach a copy of the bankruptcy petition, showing the case number, and the date on which the petition was filed.

A-3. Was the General Contractor in bankruptcy at any time during the last five (5) years (immediately before the issuance of this RFQ)?

Note: This question refers *only* to a bankruptcy action that was *not* described in answer to question 2, above.

Yes No

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

Note: Failure to provide an explanation for “yes” answer to Questions A-4 to A-14 may result in immediate DB Entity disqualification.

A-4. At any time in the last five (5) years (immediately before the issuance of this RFQ) has the General Contractor been assessed and paid liquidated damages of more than \$50,000 on a construction contract with either a public or private owner?

Yes No

If “yes,” explain on a separate page. Identify all such projects by owner, owner’s address, the date of completion of the project, amount of liquidated damages assessed and all other information necessary to fully explain the assessment of liquidated damages.

A-5. Has the General Contractor ever defaulted on a construction contract?

Yes No

If “yes,” explain on a separate page.

A-6. In the last five (5) years (immediately before the issuance of this RFQ) has the General Contractor been debarred, disqualified, removed or otherwise prevented from bidding on, or completing, any government agency or public works project for any reason?

Yes No

If “yes,” explain on a separate page. State the name of the organization debarred, the name of the person within your firm who was associated with that organization, the year of the event, the owner of the project, and the basis for the action.

NOTE: The following two questions refer only to disputes between contractors and owners of projects. You need not include information about disputes with suppliers, other contractors, or subcontractors. You need not include information about “pass-through” disputes in which the actual dispute is between a subcontractor and a project owner.

A-7. In the past five (5) years (immediately before the issuance of this RFQ) has any claim, dispute or lawsuit in excess of \$50,000 been **filed in court or arbitration against** the General Contractor concerning their work on a construction project?

Yes No

If “yes,” on a separate page identify the claim(s) by providing the project name, date of the claim, name of the claimant, a brief description of the nature of the claim, the court in which the case was filed and a brief description of the status of the claim (pending or, if resolved, a brief description of the resolution).

A-8. In the past five (5) years (immediately before the issuance of this RFQ) has the General Contractor made any claim, dispute or lawsuit in excess of \$50,000 against a project owner concerning work on a project or payment for a contract and **filed that claim in court or arbitration?**

Yes No

If “yes,” on a separate page identify the claim by providing the project name, date of the claim, name of the entity (or entities) against whom the claim was filed, a brief description of the nature of the claim, the court in which the case was filed and a brief description of the status of the claim (pending, or if resolved, a brief description of the resolution).

A-9. At the time of submitting this SOQ, does the General Contractor or any first- or second-tier subcontractor or supplier anticipated to be utilized on this PROJECT by the General Contractor currently have an unresolved Stop Notice filed on any public agency projects?

No
 Yes, one unresolved Stop Notice
 Yes, two or more unresolved Stop Notices

If “yes,” explain on a separate page. Identify the year of the event, the owner, the project and the detailed explanation for the stop notice.

A-10. In the last five (5) years (immediately before the issuance of this RFQ) has any insurance carrier, or any form of insurance, refused to renew the insurance policy for the General Contractor due to non-payment or contractor losses?

Yes No

If “yes,” on a separate page provide the name of the insured, name the insurance carrier, the form of insurance and the year of the refusal.

A-11. During the last five (5) years (immediately before the issuance of this RFQ), has your firm ever been denied bond coverage by a surety company, or has there ever been a period of time when your firm had no surety bond in place during a public construction project when one was required?

Yes No

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

A-12. Has the General Contractor ever been found liable in a civil suit or found guilty in a criminal action for making any false claim or material misrepresentation to any private or public agency or entity?

Yes No

If “yes,” explain on a separate page, including identifying who was found liable or guilty, the court and case number, the name of the public entity, the civil or criminal verdict, the date and the basis for the finding.

A-13. Has the General Contractor ever been convicted of a crime involving any federal, state, or local law related to construction?

Yes No

If “yes,” explain on a separate page, including identifying who was convicted, the name of the victim, the date of the conviction, the court and case number, the crimes, and the grounds for the conviction.

A-14. Has the General Contractor ever been convicted of a federal or state crime of fraud, theft, or any other act of dishonesty?

Yes No

If “yes,” identify on a separate page the person or persons convicted, the year, the court (the county if a state court; the district or location of the federal court), the case number, the crimes, and the grounds for conviction.

A-15. Has CAL OSHA or any other state OSHA agency cited and assessed penalties against the General Contractor for any “serious,” “willful” or “repeat” violations of its safety or health regulations in the past five (5) years?

NOTE: If General Contractor has filed an appeal of a citation, and the state’s Occupational Safety and Health Appeals Board has not yet ruled on the appeal, General Contractor need not include information about it.

Yes No

If “yes,” attached a separate page describing all citations, including information about the dates of the citations, the nature of the violation, the project on which the citation(s) was or were issued, and the amount of penalty paid, if any. If any citation was appealed to the Occupational Safety and Health Appeals Board and a decision has been issued, state the case number and the date of the decision. Note, “serious,” “willful” or “repeat” violations may deem a DB Entity disqualified.

A-16. Has the Federal Occupational Safety and Health Administration cited and assessed penalties against the General Contractor in the past five (5) years (immediately before the issuance of this RFQ)?

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

Yes No

If "yes," on separate page describe the citations, the party against whom the citation was made, date of citation, nature of the violation, project on which the citation was issued, owner of project, and the amount of penalty paid, if any. State the case number and date of any decision.

A-17. Has the EPA, cited and assessed penalties against either the General Contractor or the owner of a project on which the preceding parties were performing on a contract in the past five (5) years?

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

Yes No

If "yes," on separate page describe the citations, the party against whom the citation was made, date of citation, nature of the violation, project on which the citation was issued, owner of project, and the amount of penalty paid, if any. State the case number and date of any decision.

A-18. Do you require documented safety meetings to be held for construction employees and field supervisors during the course of a project? (select one)

Yes, at least once a week
 Yes, every two weeks
 Yes, less than every two weeks

A.19. Within the last five (5) years (immediately before the issuance of this RFQ) has there ever been a period when your firm had employees but was without workers' compensation insurance or state-approved self-insurance?

Yes No

If "yes," please explain the reason for the absence of workers' compensation insurance on a separate page. If "No," please provide a statement by your current workers' compensation insurance carrier that verifies periods of workers' compensation insurance coverage for the last five years. (If your firm has been in the construction business for less than five years, provide a statement by your workers' compensation insurance carrier verifying continuous workers' compensation insurance coverage for the period that your firm has been in the construction business.)

A-20. In the past five (5) years (immediately before the issuance of this RFQ) has the General Contractor been assessed any penalties and/or liquidated damaged in excess of \$15,000 due to the failure to pay prevailing wage or failure to submit Certified Payroll Reports?

No
 Yes, one penalty have been assessed
 Yes, two or more penalties have been assessed

If “yes,” explain on a separate page. Identify the year of the event, the owner, the project and the basis for the finding by the public agency.

- A-21. If the General Contractor operates its own State-approved apprenticeship program, **provide the following information on a separate page and insert in this Part IV:**
- (a) Identify the craft or crafts in which you provided apprenticeship training in the past year.
 - (b) State the year in which each such apprenticeship program was approved, and attach evidence of the most recent California Apprenticeship Council approval(s) of your apprenticeship program(s).
 - (c) State the number of individuals who were employed by your firm as apprentices at any time during the past three years in each apprenticeship and the number of persons who, during the past three years, completed apprenticeships in each craft while employed by your firm.
- A-22. At any time during the last five years (immediately before the issuance of this RFQ), has the General Contractor been found to have violated any provision of California apprenticeship laws or regulations, or the laws pertaining to use of apprentices on public works?
- Yes No

If “yes,” provide the date of the findings and attach a copy of the final decision.

Date of findings

B. SCORED QUESTIONS FOR THE PRINCIPAL ENGINEERING FIRM

Provide the following information about the Principal Engineering Firm (“Firm”) that will design the PROJECT. If the Principal Engineering Firm is itself the DB Entity, then provide all information requested as it relates to the DB Entity itself.

Name of Principal Engineering Firm: _____

Name of Principal Engineer: _____

B-1. How many years has the Principal Engineer been licensed and practicing in California?
 10 years or more 8 to 9 years 6 to 7 years 5 years or less

B-2. Is the Firm currently the debtor in a bankruptcy case?
 Yes No

If “yes,” please attach a copy of the bankruptcy petition, showing the case number, and the date on which the petition was filed.

B-3. Was the Firm in bankruptcy at any time during the last five (5) years (immediately before the issuance of this RFQ)?

Note: This question refers *only* to a bankruptcy action that was *not* described in answer to question B-2, above.

Yes No

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

* * * * *

Note: Failure to provide an explanation for “yes” answer to Questions B-4 to B-6 may result in immediate DB Entity disqualification.

B-4. In the last five (5) years (immediately before the issuance of this RFQ) has the Principal Engineer or the Firm been debarred, disqualified, removed or otherwise prevented from bidding on, or completing, any government agency or public works project for any reason?

Yes No

If “yes,” explain on a separate page. State the name of the organization debarred, the year of the event, the owner of the project, and the basis for the action.

B-5. In the past five (5) years (immediately before the issuance of this RFQ) has any claim, dispute or lawsuit in excess of \$50,000 been **filed in court or arbitration against** the Principal Engineer or the Firm concerning its design work on a construction project?

Yes No

If “yes,” on a separate page identify the claim(s) by providing the project name, date of the claim, name of the claimant, a brief description of the nature of the claim, the court in which the case was

filed and a brief description of the status of the claim (pending or, if resolved, a brief description of the resolution).

B-6. In the past five (5) years (immediately before the issuance of this RFQ) has the Principal Engineer or the Firm made any claim, dispute or lawsuit in excess of \$50,000 against a project owner concerning its design work on a project or payment for a contract and **filed that claim in court or arbitration?**

Yes No

If “yes,” on a separate page identify the claim by providing the project name, date of the claim, name of the entity (or entities) against whom the claim was filed, a brief description of the nature of the claim, the court in which the case was filed and a brief description of the status of the claim (pending, or if resolved, a brief description of the resolution).

B-7. In the last five (5) years (immediately before the issuance of this RFQ) has any insurance carrier, or any form of insurance, refused to renew the insurance policy for the Principal Engineer or the Firm, based on non-payment or losses?

Yes No

If “yes,” on a separate page provide the name of the insured, name the insurance carrier, the form of insurance and the year of the refusal.

B-8. Within the last five (5) years (immediately before the issuance of this RFQ) has there ever been a period when your firm had employees but was without workers’ compensation insurance or state-approved self-insurance?

Yes No

If “yes,” please explain the reason for the absence of workers’ compensation insurance on a separate page. If “No,” please provide a statement by your current workers’ compensation insurance carrier that verifies periods of workers’ compensation insurance coverage for the last five years.

B-9. Has the Principal Engineer or the Firm ever been found liable in a civil suit or found guilty in a criminal action for making any false claim or material misrepresentation to any private or public agency or entity?

Yes No

If “yes,” explain on a separate page, including identifying who was found liable or guilty, the court and case number, the name of the public entity, the civil or criminal verdict, the date and the basis for the finding.

B-10. Has the Principal Engineer or the Firm ever been convicted of a crime involving any federal, state, or local law related to design?

Yes No

If “yes,” explain on a separate page, including identifying who was convicted, the name of the victim, the date of the conviction, the court and case number, the crimes, and the grounds for the conviction.

B-11. Has the Principal Engineer or the Firm ever been convicted of a federal or state crime of fraud, theft, or any other act of dishonesty?

Yes No

If “yes,” identify on a separate page the person or persons convicted, the year, the court (the county if a state court; the district or location of the federal court), the case number, the crimes, and the grounds for conviction.

B-12. Has the California Department of Consumer Affairs, or an equivalent agency in any other state, taken any disciplinary action against the Principal Engineer?

Yes No

If “yes,” please explain on a separate page.

C. SCORED QUESTIONS FOR THE PRINCIPAL ARCHITECTURAL FIRM

Provide the following information about the Principal Architectural Firm (“Firm”) that will design the PROJECT. If the Principal Architectural Firm is itself the DB Entity, then provide all information requested as it relates to the DB Entity itself.

Name of Principal Architectural Firm: _____

Name of Architectural Engineer: _____

C-1. How many years has the Principal Engineer been licensed and practicing in California?
 10 years or more 8 to 9 years 6 to 7 years 5 years or less

C-2. Is the Firm currently the debtor in a bankruptcy case?
 Yes No

If “yes,” please attach a copy of the bankruptcy petition, showing the case number, and the date on which the petition was filed.

C-3. Was the Firm in bankruptcy at any time during the last five (5) years (immediately before the issuance of this RFQ)?

Note: This question refers *only* to a bankruptcy action that was *not* described in answer to question B-2, above.

Yes No

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

* * * * *

Note: Failure to provide an explanation for “yes” answer to Questions B-4 to B-6 may result in immediate DB Entity disqualification.

C-4. In the last five (5) years (immediately before the issuance of this RFQ) has the Principal Engineer or the Firm been debarred, disqualified, removed or otherwise prevented from bidding on, or completing, any government agency or public works project for any reason?
 Yes No

If “yes,” explain on a separate page. State the name of the organization debarred, the year of the event, the owner of the project, and the basis for the action.

C-5. In the past five (5) years (immediately before the issuance of this RFQ) has any claim, dispute or lawsuit in excess of \$50,000 been **filed in court or arbitration against** the Principal Engineer or the Firm concerning its design work on a construction project?
 Yes No

If “yes,” on a separate page identify the claim(s) by providing the project name, date of the claim, name of the claimant, a brief description of the nature of the claim, the court in which the case was

filed and a brief description of the status of the claim (pending or, if resolved, a brief description of the resolution).

C-6. In the past five (5) years (immediately before the issuance of this RFQ) has the Principal Engineer or the Firm made any claim, dispute or lawsuit in excess of \$50,000 against a project owner concerning its design work on a project or payment for a contract and **filed that claim in court or arbitration?**

Yes No

If “yes,” on a separate page identify the claim by providing the project name, date of the claim, name of the entity (or entities) against whom the claim was filed, a brief description of the nature of the claim, the court in which the case was filed and a brief description of the status of the claim (pending, or if resolved, a brief description of the resolution).

C-7. In the last five (5) years (immediately before the issuance of this RFQ) has any insurance carrier, or any form of insurance, refused to renew the insurance policy for the Principal Engineer or the Firm, based on non-payment or losses?

Yes No

If “yes,” on a separate page provide the name of the insured, name the insurance carrier, the form of insurance and the year of the refusal.

C-8. Within the last five (5) years (immediately before the issuance of this RFQ) has there ever been a period when your firm had employees but was without workers’ compensation insurance or state-approved self-insurance?

Yes No

If “yes,” please explain the reason for the absence of workers’ compensation insurance on a separate page. If “No,” please provide a statement by your current workers’ compensation insurance carrier that verifies periods of workers’ compensation insurance coverage for the last five years.

C-9. Has the Principal Engineer or the Firm ever been found liable in a civil suit or found guilty in a criminal action for making any false claim or material misrepresentation to any private or public agency or entity?

Yes No

If “yes,” explain on a separate page, including identifying who was found liable or guilty, the court and case number, the name of the public entity, the civil or criminal verdict, the date and the basis for the finding.

C-10. Has the Principal Engineer or the Firm ever been convicted of a crime involving any federal, state, or local law related to design?

Yes No

If “yes,” explain on a separate page, including identifying who was convicted, the name of the victim, the date of the conviction, the court and case number, the crimes, and the grounds for the conviction.

C-11. Has the Principal Engineer or the Firm ever been convicted of a federal or state crime of fraud, theft, or any other act of dishonesty?

Yes No

If "yes," identify on a separate page the person or persons convicted, the year, the court (the county if a state court; the district or location of the federal court), the case number, the crimes, and the grounds for conviction.

C-12. Has the California Department of Consumer Affairs, or an equivalent agency in any other state, taken any disciplinary action against the Principal Engineer?

Yes No

If "yes," please explain on a separate page.

– End of Part IV –

PART V: RECENT CONSTRUCTION PROJECTS COMPLETED

The DB Entity shall submit all project experience information in accordance with the instructions that follow. Failure to meet the submittal or experience requirements listed below for submitted past projects will deem the DB Entity as disqualified.

Definitions:

- “Completed project” as used in this Part V means:
 - For the General Contractor, the project has passed the commissioning functional tests for all facility system components.
 - For the Principal Engineering Firm and Other Design Firms, the project design work is complete and construction is in progress or completed.
- “Project value” represents the individual project cost, inclusive of design and construction, but does not represent entire facility construction values.

A. GENERAL CONTRACTOR AND PRINCIPAL ENGINEERING FIRM CONSTRUCTION AND DESIGN EXPERIENCE

The DB Entity shall identify at least five (5) and no more than eight (8) completed projects by the General Contractor and the Principal Engineering Firm in the format prescribed by the *Project Data Sheets*, provided immediately following this part.

- At least two (2) of those projects must be attributed to the Principal Engineering Firm of the DB Team.
- At least two (2) of those projects must be attributed to the General Contractor of the DB Team.

Each of the projects must:

- Have been completed in the past 15 years (immediately before the issuance of this RFQ) and demonstrate the DB Entity’s experience with design and construction, and experience in obtaining permits and approvals;
- Be over \$5 million in the initial design and construction project value; and
- Identify how the DB Entity held a prime role as the General Contractor, the Principal Engineering Firm, or both.

These reference projects shall demonstrate expert knowledge of similar to the requirements for the PROJECT. **Direct design and construction experience highly desirable.** Reference projects should also emphasize experience with alternative project delivery (i.e., DB, design assist, construction manager at risk (CMAR), and progressive DB). The reference projects should indicate the extent of work that was self-performed, and the nature of the work that was self-performed. In addition, reference projects should describe the work that was subcontracted.

In the reference projects, the DB Entity must demonstrate qualifications and experience relevant to the development and implementation of the PROJECT. If applicable, the DB Entity may provide descriptions of relevant experience related to other types of maintenance or operational facilities.

Each project should indicate the involvement and responsibilities of the key personnel of the DB Entity, highlighting project experience where the key personnel of the DB Entity have previously

worked together. The Project Data Sheets require a description of the specific roles in these projects of the following key personnel: program/project manager, on-site project manager, superintendent (if different from above), construction manager, and design manager.

FCRTA's assessment of project experience will also include, but are not limited to, reference checks from owners. Names and references must be current and verifiable.

Projects will be reviewed in the order presented (i.e. any project beyond the eighth will not be read nor considered).

B. OTHER DESIGN FIRMS

For each of the Other Design Firms identified in Part I.B, if any, provide detailed design experience below.

The DB Entity shall identify at least one (1) and no more than three (3) completed design projects for *each* of the Other Design Firms, in the format prescribed by the **Project Data Sheets**, provided immediately following this part. These reference projects shall demonstrate design experience applicable to the requirements for this PROJECT. Direct design experience is highly desirable. If applicable, the DB Entity may provide descriptions of relevant design experience of these design firms related to other types of maintenance and operations facilities for the transit industry.

Each of the design efforts must:

1. Have been completed in the past 15 years (immediately before the issuance of this RFQ).

FCRTA's assessment of design experience will also include, but are not limited to, reference checks from owners. Names and references must be current and verifiable.

Projects will be reviewed in the order presented (i.e. any project beyond the **ninth** will not be read nor considered).

PROJECT DATA SHEET

(One data sheet per project; number each sheet)

NAME OF DESIGN-BUILD TEAM MEMBER: _____

Provide a **maximum** of 3 pages per project.

General format presented below shall be followed, beginning with summary information in the table, followed by responses to each requested statement in the order provided.

Project Name:	
Project Location:	
Responsible Firm and Role	<i>Name of firm 1: Role Name of firm 2: Role</i>
Project Manager	<i>Name of program or overall project manager</i>
On-Site Project Manager	<i>Name of on-site project manager</i>
Project Superintendent	<i>Name of project superintendent</i>
Delivery Method	<i>List project delivery method such as design-build, design-bid-build, design-bid-operate, etc.</i>
Scope of Services	<i>Describe scope of services relative to all phases of project delivery</i>
Original Contract \$	<i>Contract value at time of award</i>
Final Contract \$	<i>Provide final contract value; briefly explain in one sentence if final contract value varies from original contract value, and provide additional information below.</i>
Original Schedule Completion	<i>Provide scheduled completion date at time of award</i>
Actual Schedule Completion	<i>Provide current status of project (in design, in construction, completed, completed and operating). Provide actual or projected completion date; briefly explain in one sentence if actual or projected completion date differs from original scheduled completion date and provide additional information below.</i>
Owner Reference	<i>Provide owner contact name(s), agency, address, phone number, and e-mail address. The owner contact is the project manager or other person who you believe is best qualified to answer interview questions.</i>

Description of Project

Provide narrative to describe objective of the project and project size.

Relevancy to the Operations and Maintenance Facility Project

Describe how the project is applicable and relevant to the PROJECT.

Responsible Firms Role

Describe specific role of responsible firms in the design or construction of the project. Describe team structure and management.

Contract Amount, Change Orders

Explain if the project was completed within the original construction contract amount. Describe differences of final contract amount compared to award amount. Identify cause such as owner added scope, unforeseen conditions, design related issues, or other circumstances (describe).

Contract Schedule

Explain the project schedule and schedule challenges. Explain reason for actual or projected completion date that differs from original scheduled completion date including approved time extensions.

For completed projects, provide following information with blanks filled in:

- a. Original Contract Completion Date: _____
- b. Time Extensions Granted (number of days): _____
- c. Contract End date (c = a + b): _____
- d. Actual Date of Completion: _____
- e. Date of Recorded Notice of Completion: _____

Project Data Sheets for Other Design Firms may leave schedule information blank.

Claims and Liquidated Damages

For this project, describe history of claims, disputes and litigation over \$50,000 and how resolved. State if any liquidated damages were assessed; state if no liquidated damages were assessed.

Self-Performance and Participation by DB Team Members

For this project, describe the extent of self-performance by the General Contractor, and include a description of the work that was self-performed. In addition, describe participation by members of the DB Team’s key personnel and respective role(s).

Permitting and Compliance

For this project, describe history of compliance with permit conditions.

Design and Construction Management Techniques

Explain design collaboration approach and project delivery strategy; provide overview of design and construction challenges and how those challenges were addressed; describe any ingenuity and innovation employed.

- End of Part V -

PART VI: KEY PERSONNEL EXPERIENCE

A. KEY PERSONNEL MATRIX

The DB Entity shall provide a matrix similar to Table 1 below to identify and summarize the experience of all Key Personnel (i.e. personnel proposed to hold positions identified in Part VI (B) below) proposed to be assigned to the PROJECT. This matrix shall include:

- Name of the individual and name of firm
- The number of years of professional experience, facilities experience, facilities experience, design-build experience, and
- Role and responsibilities for *this* PROJECT.

Table 1 – Summary Key Personnel Experience and Assigned Project Responsibility

		Project Experience		
Name of Key Personnel/ Name of Firm	Prof. Exp.		DB	For Bus Maintenance Facility Project: Project Title and Responsibility
Name 1				ROLE Responsibility 1 Responsibility 2
Name 2				ROLE Responsibility 1 Responsibility 2
Name 3				ROLE Responsibility 1 Responsibility 2

B. RESUMES AND KEY PERSONNEL PROJECT DATA SHEETS

Provide resumes (limited to three pages each) of the following Key Personnel (indicate if any one person is proposed to carry more than one title):

- Program/Project Manager
- On-site Project Manager
- Project Superintendent
- Construction Manager
- Engineer of Record
- Design Manager
- Electrical Engineer
- Mechanical Engineer

The DB Entity’s proposed Project Manager and Project Superintendent for the Project shall each have ten (10) years of professional experience and worked on a minimum of two (2) projects that are closely related or comparable to this PROJECT, and in the same role as proposed for this PROJECT.

In addition to the resumes required above, provide ORG charts and three (3) Key Personnel Project Data Sheets each for the DB Entity's proposed Project Manager and Project Superintendent, within the format prescribed by the attached *Key Personnel Project Data Sheets*. Also provide one (1) Key Personnel Project Data Sheet each for all other remaining Key Personnel.

Failure to meet the above minimum requirements for Key Personnel experience will deem the DB Entity as disqualified.

If the proposed Project Manager and/or Project Superintendent are the same as those listed in the Project Data Sheets submitted under PART V: RECENT CONSTRUCTION PROJECTS COMPLETED, then simply check the appropriate box on the Key Personnel Project Data Sheet that will identify the Project Data Sheet number. No further information will need to be submitted to score the proposed Project Manager and Project Superintendent. Only complete the Key Personnel Project Data Sheet if the proposed Project Manager and Project Superintendent are different than those projects submitted in PART V.

FCRTA's assessment of Key Personnel's' project experience will also include, but are not limited to, reference checks from owners. Names and references must be current and verifiable.

C. PROPOSED TEAM INTACT

FCRTA considers the Key Personnel material to the success of the construction of the PROJECT. Pre-qualified DB Entities shall be required to retain the Key Personnel proposed as part of this RFQ process on their proposals. Should any changes to Key Personnel be required, the DB Entity will be required to resubmit all applicable qualification documents and will be subject to a revised qualification score.

NOTE: The Design-Build Contract will include a provision requiring the Design-Builder to assign to the PROJECT the personnel identified in this RFQ.

KEY PERSONNEL PROJECT DATA SHEET #___

Submitted for:

NAME: _____

TITLE/ROLE: _____

Select one:

___ For position identified above, refer to Project Data Sheet #___ (enter sheet #). No further information needs to be submitted.

___ This is a new Project Data Sheet submitted for the position identified above. All the data requested below is completed.

Project Name:	
Project Location:	
Responsible Firm and Role	<i>Name of firm 1: Role Name of firm 2: Role</i>
Project Manager	<i>Name of program or overall project manager</i>
On-Site Project Manager	<i>Name of on-site project manager</i>
Project Superintendent	<i>Name of project superintendent</i>
Delivery Method	<i>List project delivery method such as design-build, design-bid-build, design-bid-operate, etc.</i>
Scope of Services	<i>Describe scope of services relative to all phases of project delivery</i>
Original Contract \$	<i>Contract value at time of award</i>
Final Contract \$	<i>Provide final contract value; briefly explain in one sentence if final contract value varies from original contract value, and provide additional information below.</i>
Original Schedule Completion	<i>Provide scheduled completion date at time of award</i>
Actual Schedule Completion	<i>Provide current status of project (in design, in construction, completed, completed and operating). Provide actual or projected completion date; briefly explain in once sentence if actual or projected completion date differs from original scheduled completion date and provide additional information below.</i>
Owner Reference	<i>Provide owner contact name(s), agency, address, phone number, and e-mail address. The owner contact is the project manager or other person who you believe is best qualified to answer interview questions.</i>

- End of Part VI -

PART VII: FINANCIAL

A. FINANCIAL INFORMATION

DB Entity shall provide and attach the following in a sealed envelope attached only to the Original SOQ submittal:

- A copy of the DB Entity's Dunn and Bradstreet Report.
- A copy of the DB Entity's most recent financial statements including the balance sheet, statement of cash flows, and notes to the financial statements.

In the event that the DB Entity is a partnership or joint venture (whether formed or intended to be formed), all general partners or members shall provide the above financial information. ***The financial information shall also be provided for the project guarantor, if a Guarantor is needed (see below).*** The financial information must be for the company(s) that make up the DB Entity, not the parent company, unless the parent company is acting as the Guarantor.

Fill in the information below for the three most recent fiscal years. In the event that the DB Entity is a partnership or joint venture (whether formed or intended to be formed), all general partners or members shall provide the information below:

Current Assets: \$ _____

Current Liabilities: \$ _____

Total Net Worth: \$ _____

Current Ratio (Assets/Liabilities): _____

Working Capital (Current Assets - Current Liabilities): \$ _____

B. GUARANTOR

The obligations under the DB Agreement shall be irrevocably, absolutely and unconditionally guaranteed by an entity with a net worth of at least 20 million dollars. If the DB Entity (or, collectively, general partners or members, as applicable) does not have such financial qualifications, a Project Guarantor will be required. If such a Guarantor is needed, a single Guarantor shall sign a Guaranty Agreement (to be developed) which will make them responsible for the DB Entity's performance under the DB Contract. If applicable, the Guarantor shall be identified in Attachment 2 and provide the same financial information required in Section VII.A above.

- End of Part VII -

PART VIII: EVALUATION AND RANKING OF SUBMISSIONS

A. EVALUATION

All SOQs will first be reviewed for their responsiveness, including timely receipt of the package and inclusion of all required forms. Any SOQ that is incomplete in any material respect may be deemed non-responsive and may be rejected in its entirety. FCRTA reserves the right to waive informalities or request additional information.

The initial evaluation of DB Entities will be based on information provided in **Part III and Part IV**. If the DB Entity “fails” any questions posed in Part III or Part IV, they will be disqualified. Only those DB Entities that pass the minimum requirements set forth in Parts III, IV, V, VI, and VII will be further evaluated within the context and weighting of the following categories:

- DB Entity and DB Team Experience: 40%
- Key Personnel Experience: 40%
- Financial Capability: 20%

1) DB Entity and Other DB Team Experience Evaluation:

The DB Entity’s and DB Team’s experience will be evaluated using the following criteria:

- a. Prior working relationships of the DB Team
- b. Demonstrated experience with design and design management of projects similar in size and type to this PROJECT.
- c. Demonstrated experience with construction and construction management of projects similar in size and type to this PROJECT.
- d. Demonstrated experience applying innovative solutions, creative technologies, and efficient systems for similar projects.
- e. Operational history of a operations and maintenance facility designed and/or constructed by DB Entity or DB Team members.
- f. Experience with alternative delivery projects (DB, CMAR, Progressive DB, and Design Assist).
- g. Development and implementation of successful design and construction quality management plans.
- h. Effective management of subcontractors

2) Key Personnel Experience Evaluation:

Proposed Key Personnel will be evaluated using the following criteria:

- a. Key Personnel design and design management experience and past performance on projects of similar size and type that are comparable to this PROJECT.
- b. Key Personnel construction and construction management experience and past performance on projects of similar size and type that are comparable to this PROJECT.
- c. Prior working relationships of the proposed individuals (i.e., the past projects on which DB Entity's proposed individuals have worked together or with others).

- d. Key Personnel's alternative delivery experience (DB, CMAR, Progressive DB, and Design Assist).
- e. Key Personnel previous plant startup, commissioning, and owner staff training.
- f. Geographic proximity of the management office to the PROJECT site.
- g. Project Manager's experience with managing multidisciplinary teams on complex projects
- h. Project Manager's experience with managing multidisciplinary teams on complex projects
- i. Key Personnel's safety record.
- j. Successful implementation of design and construction quality control management plants.

3) Financial Capability Evaluation:

The DB Entity's financial capability will be evaluated based on the financial statements using the following criteria:

- a. Profitability and growth
- b. Solvency
- c. Financial efficiency
- d. Market strength
- e. Bond, credit, and other ratings

B. RANKING AND USE OF SCORES

DB Entities that pass the minimum requirements set forth in Parts III, IV, V, VI, and VII will be ranked on the basis of their final evaluation score. FCRTA expects to short-list up to three qualified DB Entities to receive the RFP.

Scores from this RFQ process may be applied to proposal scores during the proposal evaluation process. The RFP will provide additional details.

- End of Part VIII -

ATTACHMENT 1: PROPOSER FORM

CERTIFICATION:

The undersigned is/are a legally authorized representative(s) of the DB Entity, and hereby declare that I am/ we are submitting this Statement of Qualifications; I am/we are duly authorized to sign this Statement of Qualifications on behalf of the above named firm; and I/we have read all the answers herein and know all of their contents and that all information set forth in this Statement of Qualifications and all attachments hereto are, to the best of my/our knowledge, true, accurate and complete as of its submission date.

The undersigned certifies and declares under penalty of perjury under the laws of the State of California, that the foregoing is true and correct and that this declaration was executed in _____ County, California, on _____ .
(Date)

DB ENTITY SIGNATURE(S):

Note: the DB Entity shall be the entity that will execute the Design-Build Contract. No Statement of Qualifications shall be accepted which has not been signed in ink in the appropriate space below:

1. If Proposer is an **INDIVIDUAL**, sign here (*include a notarized affidavit attesting to the authenticity of said signature*):

Signature: _____ Date: _____

Proposer's Typed Name and Title: _____

2. If Proposer is a **PARTNERSHIP or JOINT VENTURE**, all general Partners or members shall sign here (*include a notarized affidavit attesting to the authenticity of said signatures*):

Partnership/JV Name (type or print)

Signature: _____ Date: _____

Member/Partner of the Partnership

Member/Partner's Typed Name and Title: _____

Signature: _____ Date: _____

Partner/Member of the Partnership

Member/Partner's Typed Name and Title: _____

ATTACHMENT 1: PROPOSER FORM (continued)

3. If Proposer is a **CORPORATION**, the duly authorized officer (s) shall sign as follows: The undersigned certify that they are respectively:

_____ and _____
Title Title
of the corporation named below; that they are designated to sign this Proposer Form by resolution (*attach a certified copy, with corporate seal, if applicable, notarized as to its authenticity or Secretary's certificate of authorization*) for and on behalf of the below named CORPORATION, and that they are authorized to execute same for and on behalf of said CORPORATION:

Corporation Name (type or print)

By: _____ Date: _____

Title: _____

By: _____ Date: _____

Title: _____

4. If Proposer is an **OTHER legal entity**, an authorized representative of the entity shall sign here (include a notarized affidavit attesting to the authenticity of said signatures):

Entity name _____

By: _____ Date: _____

Title: _____

5. If the DB Entity is a firm that has not yet been formed, all entities and other parties proposed to comprise such DB Entity shall sign here (include a notarized affidavit attesting to the authenticity of said signatures), the individual signatories making the certification described above on behalf of such entities/parties:

Proposed DB Entity Name (type or print)

Signature: _____ Date: _____

On Behalf of Proposed Member/Partner Name (type or print)
Signatory for Proposed Member/Partner's Typed Name and Title:

Signature: _____ Date: _____

On Behalf of Proposed Member/Partner Name (type or print)
Signatory for Proposed Member/Partner's Typed Name and Title:

– End of Attachment 1 –

ATTACHMENT 2: PROJECT GUARANTOR ACKNOWLEDGEMENT FORM

(Required only if applicable)

(to be typed on Guarantor's Letterhead;
letter to be notarized)

Fresno County Rural Transit Agency
2035 Tulare Street, Suite 201
Fresno, CA 93721
ATTN: Janelle Del Campo

SUBJECT: Selma Maintenance Facility Project – Guarantor Acknowledgement

Dear Ms. Del Campo:

("the Respondent") has submitted herewith a Statement of Qualifications in response to the Request for Qualifications for the FCRTA Selma Maintenance Facility Project ("Project") issued by FCRTA on June 30, 2021, pursuant to which it is seeking to be qualified by FCRTA to deliver the Project described in the Request for Qualifications.

The Guarantor hereby certifies that, subject to mutual agreement of the terms and conditions of the forthcoming Design-Build Agreement and Guaranty Agreement, it will irrevocably, absolutely and unconditionally guarantee the performance of all of the Respondent's obligations in the event the Respondent is selected for negotiation and execution of the Design- Build Agreement by FCRTA.

Name of Guarantor

Name of Authorized Signatory

Signature

Title

APPENDIX A: SCORING MATRIX

A. PART I: CONTACT INFORMATION & CERTIFICATION and PART II: GENERAL INFORMATION

Part I and Part II seek information about the makeup of the Design-Build Entity, and is for identification purposes only. There is no evaluative scoring value for these parts.

B. PART III: MINIMUM REQUIREMENTS FOR QUALIFICATION

This part seeks information about various members of the Design-Build Entity, and consists of pass/fail questions. This is the first step in rating the Design-Build Entity. A Design-Build Entity that “fails” any one of the questions 1-20 listed in Part III will be disqualified (except with respect to questions 19 and 20 to the extent the DB Entity is a party to an alternative dispute resolution system as identified in Question 21).

C. PART IV: SCORED QUESTIONS**C.1.) PART IV.A. SCORED QUESTIONS FOR THE GENERAL CONTRACTOR**

The maximum possible score for Part IV.A. is 140. A minimum score of 105 must be attained or the General Contractor will be rated as not qualified which in turn disqualifies the Design-Build Entity.

Question #	Quantity	Yes	No	Score
A-1	10 yrs + = 10 pts 8 to 9 yrs = 6 pts 6 to 7 yrs = 3 pts 5 yrs or less = 0 pts	N/A	N/A	
A-2	N/A	0	10	
A-3	N/A	0	10	
A-4	0-1 Projects = 10 pts 2 Projects = 3 pts More than 2 Projects = 0 pts	N/A	N/A	
A-5	N/A	0	5	
A-6	N/A	0	10	
A-7	5 pts for 0 or 1 instance 3 pts for 2 instances 0 pts for more than 2 instances	N/A	N/A	
A-8	5 pts for 0 or 1 instance 3 pts for 2 instances 0 pts for more than 2 instances	N/A	N/A	
A-9	N/A	0	5	
A-10	N/A	0	5	
A-11	N/A	0	10	
A-12	N/A	-5	5	
A-13	N/A	-10	5	
A-14	N/A	-10	5	
A-15	5 pts for 0 or 1 instance 3 pts for 2 instances 0 pts for more than 2 instances	N/A	N/A	
A-16	5 pts for 0 or 1 instance 3 pts for 2 instances 0 pts for more than 2 instances	N/A	N/A	
A-17	5 pts for 0 or 1 instance 3 pts for 2 instances 0 pts for more than 2 instances	N/A	N/A	
A-18	10 pts for at least once a week 5 pts for every two weeks 0 pts for less than every two weeks	N/A	N/A	
A-19	5 pts for 0 instance 0 pts for greater than 0	N/A	N/A	

Question #	Quantity	Yes	No	Score
A-20	5 pts for 0 instance 0 pts for greater than 0			
A-21	N/A	N/A	N/A	
A-22	5 pts for 0 to 2 instances 3 pts for 3 instances 0 pts for more than 3 instances	N/A	N/A	
Total Score	(Disqualified if less than 105)			

C.2.) PART IV.B. SCORED QUESTIONS FOR THE PRINCIPAL ENGINEERING FIRM

The maximum possible score for Part IV.B. is 80. A minimum score of 60 must be attained or the Principal Engineering Firm will be rated as not qualified which in turn disqualifies the Design-Build Entity.

Question #	Quantity	Yes	No	Score
B-1	10 yrs + = 10 pts 8 to 9 yrs = 6 pts 6 to 7 yrs = 3 pts 5 yrs or less = 0 pts	N/A	N/A	
B-2	N/A	0	10	
B-3	N/A	0	10	
B-4	5 pts for 0 instances 3 pts for 1-3 instances 0 pts for more than 3 instances	N/A	N/A	
B-5	5 pts for 0 instances 3 pts for 1- 2 instances 0 pts for more than 2 instances	N/A	N/A	
B-6	5 pts for 0 or 1 instance 3 pts for 2 instances 0 pts for more than 2 instances	N/A	N/A	
B-7	N/A	0	5	
B-8	5 pts for 0 instance 0 pts for greater than 0	N/A	N/A	
B-9	N/A	-5	5	
B-10	N/A	-10	5	
B-11	N/A	-10	5	
B-12	N/A	0	10	
Total Score	(Disqualified if less than 60)			

– End of Appendix A –

APPENDIX B: EXEMPLAR INSURANCE REQUIREMENTS

Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from, or in connection with, the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors. The cost of such insurance shall be included in the Contractor's bid.

Minimum Scope of Insurance

Coverage shall be at least as broad as:

1. The coverage provided by Insurance Services Office Commercial General Liability coverage "occurrence" form CG 0001 including products and completed operations, X, C, U (explosion, collapse, underground); and

i. Products and completed operations coverage:

1. Such insurance shall be maintained for three years after final payment.

2. Contractor shall furnish Owner and each other additional insured (as identified in the Supplementary Conditions or elsewhere in the Contract) evidence of continuation of such insurance at final payment and three years thereafter.

ii. Blanket contractual liability coverage.

iii. Broad form property damage coverage.

iv. Severability of interest.

v. Personal injury coverage.

vi. Additional insured endorsements that include both ongoing operations and products and completed operations coverage through ISO Endorsements CG 20 10 10 01 and CG 20 37 10 01 (together); or CG 20 10 07 04 and CG 20 37 07 04 (together); or their equivalent.

vii. For design professional additional insureds, ISO Endorsement CG 20 32 07 04, "Additional Insured—Engineers, Architects or Surveyors Not Engaged by the Named Insured" or its equivalent.

2. Insurance Services Office form number CA 0001 covering Automobile Liability, code 1 "any auto", or code 2 "owned autos" and endorsement CA 0025. Coverage also to include code 8 "hired autos" and code 9 "non-owned" autos; and

3. Workers' Compensation insurance as required by the Labor Code of the State of California and Employers Liability insurance; and

4. Contractor's Environmental/Pollution Liability Insurance for pre-existing and new conditions; and

5. Builders' Risk Insurance for the full replacement value of the property; and
6. Professional Liability Errors and Omissions insurance for all professional services.

Minimum Limits of Insurance

Contractor shall maintain limits no less than:

1. Commercial General Liability: \$10,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit; and
2. Automobile Liability: \$5,000,000 combined single limit per accident for bodily injury and property damage; and
3. Workers' Compensation and Employers Liability: Workers' Compensation limits as required by the Labor Code of the State of California and Employers Liability limits of \$1,000,000 per accident; and
4. Contractor's Environmental/Pollution Liability Insurance: \$1,000,000 per contamination incident. Policy shall at a minimum cover on-site and off-site liability including third-party injury and property damage claims, clean-up costs, as a result of pollution conditions arising from Contractor or its Contractor's operations and completed operations. This insurance includes coverage for all operations, completed operations and professional services (without exclusion for asbestos or lead); and
5. Builder's Risk: Completed value of the project with special endorsements for earthquake (not flood) not to be less than stated what was included in the original contract documents. Valuation for Property under Construction—The cost to repair or replace the lost or damaged property, valued as of the time and place of loss, with material of like kind and quality, less betterment, including contractor's reasonable profit and overhead in the same proportion as that included in the original contract documents. No deductible shall exceed \$50,000 or for special endorsement on earthquake \$250,000.00; and
6. Professional Liability Errors and Omissions: \$1,000,000 per claim/ aggregate limit

B-3 Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to, and approved by, FCRTA. At the option of FCRTA, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects FCRTA, its officials, employees, agents and contractors FCRTA or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses in an amount specified by FCRTA.

Other Insurance Provisions

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

1. General Liability, Contractor's Environmental/Pollution Liability Insurance, and Automobile Liability Coverages

a. FCRTA, its officials, employees, agents and contractors are to be covered as additional insureds as respects: liability arising out of activities performed by, or on behalf of, the Contractor; products and completed operations of the Contractor; premises owned, leased or used by the Contractor; or automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to FCRTA, its officials, employees, agents and contractors.

b. The Contractor's insurance coverage shall be primary insurance as respects FCRTA, its officials, employees, agents and contractors. Any insurance or self-insurance maintained by FCRTA, its officials, employees, agents or contractors shall be excess of the contractor's insurance and shall not contribute with it.

c. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to FCRTA, its officials, employees, agents, or contractors.

d. Coverage shall state that the Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

e. Workers' Compensation and Employers' Liability: Coverage shall contain a separate waiver of subrogation in favor of FCRTA, its officials, employees, agents and contractors.

2. Builders' Risk policies shall contain the following provisions:

a. FCRTA and any other parties identified by FCRTA as having an ownership right or interest in any of the work identified in the contract documents shall be named as loss payee. This insurance shall also name the Contractor, Subcontractors, Sub-subcontractors, Material Suppliers and Designers as additional insureds.

b. The insurer shall waive all rights of subrogation against Fresno County Rural Transit Agency.

3. All Coverages

Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days' prior written notice has been given to FCRTA.

In the event that Contractor requests to use an umbrella policy or excess policy to meet Contractor's Commercial General Liability policy limits, coverage must follow form or have greater scope of coverage. FCRTA shall receive the same status on the excess/umbrella policy including additional insured endorsements with coverage being primary and not contributory to any FCRTA insurance programs or self-insured programs.

Duration

1. Commercial General Liability, Professional Liability coverages shall be maintained continuously for a minimum of five (5) years after completion of work under this AGREEMENT.
2. If any of such coverages are written on a claims-made basis, FCRTA Risk Manager must approve the coverage as meeting minimum requirements and it must have, at a minimum:
 - a. A retroactive date preceding the date work commenced under this AGREEMENT.
 - b. If the policy is cancelled or non-renewed and coverage cannot be procured with the original retroactive date, CONTRACTOR must purchase an extended reporting period equal to or greater than five (5) years after completion of work under this AGREEMENT.

Acceptability of Insurance

Insurance is to be placed with insurers acceptable to FCRTA's Risk Manager.

Verification of Coverage

Contractor shall furnish FCRTA with certificates of insurance and with original endorsements affecting coverage required by this clause. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

Copies of all the required ENDORSEMENTS shall be attached to the CERTIFICATE OF INSURANCE which shall be provided by the Contractor's insurance company as evidence of the stipulated coverages.

Proof of insurance shall be either emailed in pdf format to: delcampo@fresnocog.org, or mailed to the following postal address:

Fresno County Rural Transit Agency
2035 Tulare Street, Suite 201
Fresno, CA 93721

Subcontractors

Contractors shall include all subcontractors as insureds under its policies or shall obtain separate certificates and endorsements for each subcontractor of the same scope and limits as otherwise required herein.

– End of Appendix B –

APPENDIX C: OWNER REFERENCE INTERVIEW QUESTIONNAIRE

**** NO ACTION ON THE DB ENTITY'S PART IS NECESSARY. THESE QUESTIONS ARE INCLUDED IN THE PACKAGE GIVEN TO THE DB ENTITY FOR INFORMATION ONLY.**

For at least two (2) of the completed projects identified in Part V, FCRTA will use the following questions to interview the Owner Reference you identified in Part V – Project Data Sheet, and/or Part VI – Key Personnel Project Data Sheet, as being the best persons to answer these questions. FCRTA reserves the right to disqualify a project for consideration where the contact person given demonstrates a lack of knowledge regarding the specifics of the project in question and/or the DB Entity's performance on that project.

PROJECT INFORMATION

DB Entity Team Member: _____

Project: Contact Name: _____

Contact Company\Entity: _____

Email: _____

GENERAL PROJECT BACKGROUND

Please give a brief description of the project and any unique challenges or restrictions placed on the DB Entity Team Member (i.e. phasing of the work, accelerated schedule, etc.)

APPENDIX C: INTERVIEW QUESTIONNAIRE (cont.)

DB ENTITY TEAM MEMBER: PROJECT:

Please review the following statements and select the point level that best reflects your experience with the DB Entity Team Member on the project in question.

Scored Statements:

1. SUPERVISION & PERSONNEL: Throughout the project, the personnel had sufficient experience with the project type to generally coordinate the work and provided the supervision necessary to maintain the critical path schedule, to resolve multi-trade conflicts ahead of critical path activities and to avoid the need for the Owner to reject work more often than would reasonably be expected for a project of this type and size.

0 points = The DB Entity Team Member consistently failed to meet this standard.

10 points = The DB Entity Team Member marginally met this standard.

20 points = The DB Entity Team Member consistently met/exceeded this standard. SCORE ____

2. SCHEDULE: Throughout the project, the DB Entity Team Member generally adhered to the project schedule pursuant to the contract requirements. When required by Owner requested changes or unforeseen conditions, the DB Entity Team Member provided reasonable proposals to minimize or eliminate impacts to the critical path schedule.

0 points = The DB Entity Team Member consistently failed to meet this standard.

10 points = The DB Entity Team Member marginally met this standard.

20 points = The DB Entity Team Member consistently met/exceeded this standard. SCORE ____

3. CHANGE ORDERS: Throughout the project, the DB Entity Team Member generally submitted estimates in a timely manner to perform change order work, and such submittals contained reasonable and readily verifiable time, material and labor estimates. Furthermore, throughout the project, the DB Entity Team Member integrated the change order work into the existing work so as to minimize disruptions to the approved schedule and to the quality of the work.

0 points = The DB Entity Team Member consistently failed to meet this standard.

10 points = The DB Entity Team Member marginally met this standard.

20 points = The DB Entity Team Member consistently met/exceeded this standard. SCORE ____

4. PAYMENT OF SUBCONTRACTORS/SUPPLIERS: Which of the following statements most correctly describes the number of stop notices and/or mechanics liens on the project:

0 points = Throughout the project, there were 10 or more cases of subcontractors and/or suppliers submitting stop notices and/or mechanics liens due to lack of timely payment.

10 points = 5 to 9 cases 15 points = 2 to 4 cases

20 points = no more than 1 case SCORE ____

5. PROJECT CLOSE OUT (for General Contractor and Principal Engineering Firm): The DB Entity Team Member generally submitted Operation & Maintenance manuals, completed as-built drawings, provided training, and performed all punch-list and warranty item work, all in the manner required by the construction contract.

0 points = The DB Entity consistently failed to meet this standard.

10 points = The DB Entity marginally met this standard.

20 points = The DB Entity consistently met/exceeded this standard.

SCORE _____

GRAND TOTAL: _____ (Max. 100 Points)

– End of Appendix C –

APPENDIX D: DESIGN-BUILD CONTRACT TERM SHEET

This Design-Build Contract Term Sheet is intended to provide respondent to this RFQ with a general description of certain major contract terms for the permitting, design, construction, commissioning and acceptance testing of the Selma Maintenance Facility Project that are expected to be included in the proposed Design-Build Contract. Prospective Design-Build teams are advised that the proposed form of the Design-Build Contract is anticipated to be issued with the RFP and that the terms listed in this Term Sheet are subject to further development at the time the RFP is issued. Once the RFP is issued, the terms of the proposed form of the Design-Build Contract will supersede this Term Sheet. "Proposals", as used in this term sheet, means proposals submitted in response to the RFP.

DESIGN-BUILD CONTRACT OVERVIEW

Contract Overview	
Scope of Services	The Scope of Services shall include the Design-Build Work, the Warranty Work, Services. The Design-Builder shall provide such services in a manner that is in accordance with the terms of the Design-Build Contract.
Compliance with Applicable Law	The PROJECT will be designed and constructed to comply with all federal, state, and local laws and regulations.
Contract Term	The Design-Build Contract will take effect upon execution by FCRTA and the Design-Builder (Contract Date), and will continue through the Design-Build Period (including Commissioning, Acceptance Testing, and Final Completion) unless terminated earlier. FCRTA may terminate the Design-Build Contract at any time for its convenience.
Estimated Project Budget	As of the Contract Date, the total estimated cost for completing the design, construction, and completion is \$10,290,562 million dollars.
Deliverable Material	The Design-Builder shall acknowledge and agree that FCRTA shall exclusively own the Design-Build Work Deliverable Material, and any other materials produced or maintained in accordance with, pursuant to, or as a result of the Design-Build Contract.
Self-Performance and Subcontractors	It is anticipated that the RFP will not limit the amount of Design-Build Work that the Design-Build Entity can propose to self-perform. Except as restricted by applicable law, FCRTA will reserve the right to require the Design-Builder to conduct a competitive bidding process for all elements of the construction work.
Labor	The Design-Builder shall maintain order at all times among the Design-Builder's employees and Subcontractors. The Design-Builder shall have exclusive responsibility for labor disputes. The Design-Builder and all Subcontractors shall pay not less than the prevailing wage rate specified in Chapter 1 of Part 7 of Division 2 of the California Labor Code for the Design-Build Work.
Design-Build Team Members	The Design-Builder shall bear all risk associated with the performance and costs of the Design-Build Team Members.
Key Personnel	The Design-Builder shall utilize Key Personnel identified in the Proposal for the duration of the PROJECT. Key Personnel may not be substituted without FCRTA's prior written consent.
FCRTA Representatives	The Design-Builder shall fully cooperate with all Technical Support Services Consultants and FCRTA Technical Representatives designated by FCRTA.

Health and Safety	The Design-Builder shall assume responsibility for preparing a safety plan and implementing and monitoring all safety precautions and programs related to the performance of the Design-Build Work.
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Contract Phases	
Commencement of Design-Build Work	The Design-Builder shall begin the Design-Build Work upon either the execution of the Definitive Contract Amendment or the execution of an Early Work Package Amendment.
Design-Build Work	<p>The Design-Builder shall perform all Design-Build Work required by the Design-Build Contract, which is expected to include obtaining and maintaining all Governmental Approvals, conducting Site preparation, completing the design of the Maintenance Facility, constructing the Facility, conducting Acceptance Testing, and achieving Final Completion.</p> <p>Following the Definitive Contract Amendment Date, the Design-Builder shall be solely responsible for completing the design and construction of the Operations and Maintenance Facility in accordance with the Technical Specifications and the Design-Build Contract. The Design-Builder shall not make any changes to the Design and Construction Requirements without FCRTA's consent.</p>
Early Work Packages Amendment	<p>In case some phases of the Design-Build Work are ready for commencement prior to the Definitive Contract Amendment Date, the Design-Builder shall recommend such elements of the Design-Build Work to FCRTA Representative. FCRTA shall have the discretion to authorize the commencement of the Design-Build Work associated with the Early Work Package through an Early Work Package Amendment. Any Design-Build Work associated with the Early Work Package must be appropriately bonded on the date of the execution of the Early Work Package Amendment.</p> <p>FCRTA shall have no obligation to enter into an Early Work Package Amendment.</p>
Warranty Work	If at any time during the Project Warranties Term, any of the Design-Build Work is found to not be in accordance with the requirements of the Project Warranties, the Design-Builder shall correct the condition promptly after written notice from FCRTA to do so.

PRICE, SECURITY and COSTS	
FCRTA Payment Obligations	FCRTA shall pay the Design-Builder the Design- Build Price.
Design-Build Price	<p>The Design-Build Price shall be an amount equal to the sum of:</p> <ul style="list-style-type: none"> a) The Design-Build Costs (actual); b) The General Conditions Fee (lump sum, proposed); c) The Design-Build Fee (lump sum, proposed); and d) The Commissioning and Testing Fee (negotiated, as part of the Definitive Contract Amendment). <p>The Design-Build costs will be the costs of performing the Design-Build Work, as defined in the Design-Build Contract and excluding Unallowable Costs.</p>

	The Design-Build Price shall not exceed the Guaranteed Maximum Price (GMP). The Design-Builder shall be paid the Design-Build Price on a progress payment basis in accordance with the Schedule of Values provided in the Design-Build Contract.
Proposed Fees	All respondents to the RFP will be required in their Proposals to provide firm pricing of the Preliminary Services Fee, the Design-Build Fee (for profit and mark-up), and the General Conditions Fee. These are the “Proposed Fees”. The Proposed Fees will be evaluated during the Request for Proposals phase of this procurement as part of the “best value” selection process and will be negotiated by the parties prior to the Contract Date.
Guaranteed Maximum Price	The GMP shall be the sum of (1) the Base Guaranteed Maximum Price, and (2) the Base Guaranteed Maximum Price Adjustments. The GMP represents the limit of the total of all amounts payable to the Design-Builder by FCRTA for the performance of the Design-Build Work. Liability for and payment of amounts expended over and above the GMP shall be the sole responsibility of the Design-Builder.
Base Guaranteed Maximum Price	The Base Guaranteed Maximum Price shall be established on the Definitive Contract Amendment Date based on the Definitive Project Submittal, as described above. The Base Guaranteed Maximum Price shall be negotiated by the parties and represent the reasonably estimated costs of performing the Design-Build Work, together with a reasonable amount for Design-Builder-managed risks. It does not include Base Guaranteed Maximum Price Adjustments.
Base Guaranteed Maximum Price Adjustments	Base Guaranteed Maximum Price Adjustments may occur to reflect adjustments for the following types of Uncontrollable Circumstances: Changes in Law, Design and Construction Requirement Changes, remediation of Hazardous Environmental Conditions, administrative delay in obtaining Governmental Approvals, FCRTA- requested Design and Construction Requirement Changes, and delay caused by FCRTA observation or testing.
Bonds	On or before the Definitive Contract Amendment Date, the Design-Builder shall provide the Performance Bond and the Payment Bond in an amount equal to the Base Guaranteed Maximum Price as financial security for the faithful performance and payment of its obligations under the Design-Build Contract. The amount of the Bonds may be adjusted to reflect any Base Guaranteed Maximum Price Adjustment.
Guarantor	The Design-Builder shall enter into a Guaranty Agreement on the Contract Date, a form of which is attached to the Design-Build Contract.
Payment Procedures	The Design-Builder shall be entitled to payment on a monthly basis upon the Design-Builder’s submittal of a Payment Request to, and approval by, FCRTA.

	COMPLETION DEADLINES, SCHEDULE and COMPLETION
Construction Notice to Proceed	The Design-Builder shall begin construction on the Construction Commencement Date established by FCRTA in its Construction Notice to Proceed.
Design-Build Work Deadline	The Design-Builder shall achieve Substantial Completion and Acceptance by the Scheduled Acceptance Date. If Acceptance has not been achieved by the Scheduled Acceptance Date, the Design-Builder shall have the right to achieve

	Acceptance during the Extension Period. If the Design-Builder fails to achieve Acceptance by the end of the Extension Period, an Event of Default by the Design-Builder shall be deemed to have occurred. The Scheduled Acceptance Date will be negotiated as part of the Definitive Contract Amendment.
Delay	During the Extension Period, the Design-Builder shall pay delay liquidated damages, as described below.

CONSTRUCTION AND ACCEPTANCE	
Design and Construction Liability	The Design-Builder shall have sole liability and responsibility for the design, construction, and performance of the Maintenance Facility. The Preliminary Services will be performed in a manner consistent with the Design-Builder's assumption of this risk. The design, construction, and performance of the Maintenance Facility must be done in a manner that meets the design and performance standards set forth in the Design-Build Contract. The Design-Builder shall be responsible for defects in the design or construction discovered after Acceptance Testing.
Construction Commencement	Construction of the Operations and Maintenance Facility shall commence on the Construction Commencement Date, following satisfaction of the Construction Commencement Date Conditions set forth in the Design-Build Contract.
Design and Construction Oversight	FCRTA shall have the right at all times to monitor, inspect, sample, measure, attend, observe or conduct tests and investigations, and conduct any other oversight respecting any part or aspect of the PROJECT to the extent necessary or advisable to comply with applicable government requirements and to verify the Design-Builder's compliance with the Design-Build Contract. The Design-Builder at all times will coordinate and cooperate, and require its subcontractors to coordinate and cooperate, with FCRTA and its agents/employees.
Maintenance Facility Performance	After the Maintenance Facility has passed the Acceptance Tests, the Maintenance Facility's performance will be the responsibility of FCRTA, except for design flaws or construction defects that are the responsibility of the Design-Builder subject to the limitations imposed by approved Warranty periods.

ENVIRONMENTAL & PERFORMANCE RISKS	
Permits & Approvals	The Design-Builder shall explicitly assume the risk of obtaining and maintaining all Governmental Approvals that are required for the Design-Build Work (other than FCRTA-Designated Governmental Approvals), including the risk of delay and non-issuance, provided that the Design-Builder may be entitled to Uncontrollable Circumstance relief for a Change in Law or a delay on the part of the administrative body issuing the permit.
Environmental Compliance	The Design-Builder shall be responsible for performance of all Environmental Mitigation Measures required under the CEQA mitigated negative declaration and any NEPA mitigation measures for the PROJECT, and compliance with all other environmental conditions and requirements of the Design-Build Contract.

CONTRACT CHANGES and COSTS OUTSIDE THE CONTRACT	
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Changes to the Design and Construction Requirements	<p>The Design-Builder shall have the right to propose Design and Construction Requirement Changes. FCRTA shall have the right to accept, modify, or decline any change requested by the Design-Builder.</p> <p>FCRTA shall have the right to make FCRTA-requested Design and Construction Requirement Changes at any time prior to Final Completion in its discretion.</p>
Nonconforming Work	FCRTA may require the Design-Builder to correct any Design-Build Work that does not conform with the Contract Standards at the Design-Builder's expense. If the Design-Builder fails to correct the nonconforming work in a timely manner, FCRTA may deduct the cost of doing so.
Hazardous Materials	<p>There are no known Hazardous Environmental Conditions at the Maintenance Facility Site as of the Contract Date.</p> <p>If the Design-Builder encounters any previously unknown Hazardous Environmental Conditions, the Design-Builder will be required to take all necessary measures to remediate any Hazardous Environmental Conditions. The Base Guaranteed Maximum Price will be adjusted to reflect a change in costs incurred by the Design-Builder to remediate Hazardous Environmental Conditions. The Design-Builder may also be entitled to Uncontrollable Circumstance relief if the Design-Builder's cost or time of performance is adversely affected by an unknown Hazardous Environmental Condition. The Design-Builder shall not be entitled to any relief for a Hazardous Environmental Condition brought on to the site by the Design-Builder or any Subcontractor, or a Hazardous Environmental Condition that is created due to Design-Builder fault.</p>
Changes in Law or Regulation	The Design-Builder will be entitled to Uncontrollable Circumstance relief for a Change in Law, as provided in the Design-Build Contract.
Force Majeure Events	Force Majeure Events will be specifically listed in the Design-Build Contract and will constitute Uncontrollable Circumstances. Time extensions and compensation will be provided for Force Majeure Events.

BUSINESS PROVISIONS	
Convenience Termination	FCRTA has the right to terminate the Design-Build Contract for its convenience at any time.
Liquidated Damages	<p><u>Delay:</u> The Design-Builder's failure to achieve Acceptance on or before the Scheduled Acceptance Date shall result in the assessment of daily delay liquidated damages in an amount negotiated as part of the Definitive Contract Amendment.</p> <p><u>Key Personnel:</u> Liquidated damages will be assessed for any unexcused unavailability of the Project Manager and Key Personnel.</p>
Indemnification	The Design-Builder shall indemnify Fresno County Rural Transit Agency of Fresno County and its agents/employees for Design-Builder errors, omissions, negligence, or willful misconduct, breach of the Design-Build Contract, Design-Builder release of hazardous materials, and failure to comply with applicable laws or governmental approvals.

Warranties	The Design-Builder shall warrant to FCRTA that all Design-Build Work shall be new, of recent manufacture, of good quality, and free of faults or defects (Project Warranties). The Project Warranties shall be in effect beginning on the Acceptance Date for a period of one year.
Title and Risk of Loss	Title to the structures, improvements, fixtures, machinery, equipment and materials constituting the Maintenance Facility shall pass to FCRTA upon incorporation in the Maintenance Facility or payment made by FCRTA, whichever first occurs. The Design-Builder shall bear all risk of loss concerning such structures, improvements, fixtures, machinery, equipment and materials until the Acceptance Date.

– End of Appendix D –