



ADRIENNE J. TISSIER, CHAIR  
*Chair of MTC and BATA*

January 20, 2012

AMY REIN WORTH, VICE CHAIR  
*Vice Chair of MTC and BATA*

**REQUEST FOR QUALIFICATIONS (RFQ) / REQUEST FOR PROPOSALS (RFP)**

**for**

**CONSTRUCTION MANAGER AT RISK SERVICES**

**with GUARANTEED MAXIMUM PRICE**

**for the REGIONAL AGENCY HEADQUARTERS FACILITY**

**at 390 MAIN STREET, SAN FRANCISCO: RENOVATION & SEISMIC RETROFIT**

**PART 1: RFQ**

TOM BATES  
*Vice Chair,  
BATA Oversight Committee*

DAVE CORTESE  
*Chair,  
MTC Administration Committee*

BILL DODD  
*Chair,  
BATA Oversight Committee*

Dear Proposer:

SCOTT WIENER  
*Vice Chair,  
MTC Administration Committee*

The Bay Area Headquarters Authority (BAHA) invites your firm to submit a Statement of Qualifications (SOQ) for Construction Management at Risk (CMAR) Services with a Guaranteed Maximum Price to renovate and seismically retrofit the Regional Agency Headquarters Facility at 390 Main Street, San Francisco. BAHA is a Joint Powers Authority between the Metropolitan Transportation Commission (MTC) and the Bay Area Toll Authority (BATA)

STEVE HEMINGER  
*Executive Director*

ANN FLEMER  
*Deputy Executive Director, Policy*

The delivery method intended for this project is "Construction Manager at Risk" (CMAR), which consists of a Preconstruction Phase and a Construction Phase with separate contracts for each phase. During the Preconstruction Phase, the selected CMAR will collaborate with BAHA and the Architect on the design, constructability, cost, and schedule of the project and develop a Guaranteed Maximum Price (GMP) proposal to construct the project. Upon BAHA's acceptance of the GMP, BAHA will issue a contract to the CMAR for the Construction Phase. The CMAR will function as the General Contractor for the project.

ANDREW B. FREMIER  
*Deputy Executive Director, Operations*

This document together with its enclosures comprises the Request for Qualifications (RFQ) for this project. You may download a copy of the RFQ from MTC's website at <http://www.procurements.mtc.ca.gov/>. Responses should be submitted in accordance with the instructions set forth in this RFQ.

This RFQ will be used to shortlist firms, who will receive a separate Request for Proposals (RFP). A CMAR will be selected from the shortlisted firms that submit a proposal in response to the RFP.

**BAHA Point of Contact**

Stephen Wolf will be BAHA's Project Manager and point of contact for this contract. SOQs and all inquiries relating to this RFQ shall be submitted to Stephen Wolf, Project

Manager, at the address shown below. For telephone inquiries, call (510) 817-5968. E-mail inquiries may be directed to [swolf@mtc.ca.gov](mailto:swolf@mtc.ca.gov).

Stephen Wolf, Project Manager  
Bay Area Headquarters Authority  
Joseph P. Bort MetroCenter  
101 Eighth Street  
Oakland, CA 94607-4700

Thank you for your participation.

Sincerely,

A handwritten signature in black ink that reads "Andrew B. Fremier". The signature is written in a cursive, flowing style.

Andrew B. Fremier  
Deputy Executive Director, BAHA

AF : SW

## TABLE OF CONTENTS

<b>I. BACKGROUND AND PROJECT DESCRIPTION .....</b>	<b>1</b>
A. BACKGROUND.....	1
B. EXISTING CONDITION.....	2
<b>II. PROPOSER MINIMUM QUALIFICATIONS AND REQUIREMENTS.....</b>	<b>3</b>
<b>III. SCOPE OF WORK, PERIOD OF PERFORMANCE, AND BUDGET.....</b>	<b>3</b>
A. SCOPE OF WORK .....	3
B. PERIOD OF PERFORMANCE .....	3
C. CONSTRUCTION BUDGET.....	4
<b>IV. PROPOSERS' CONFERENCE AND TOUR, REQUESTS FOR CLARIFICATION OR EXCEPTIONS, AND ADDENDA .....</b>	<b>4</b>
<b>V. CMAR SELECTION TIMETABLE .....</b>	<b>4</b>
<b>VI. SUBMITTAL OF SOQ.....</b>	<b>5</b>
<b>VII. FORM OF SOQ.....</b>	<b>6</b>
<b>VIII. STATEMENT OF QUALIFICATION EVALUATION .....</b>	<b>12</b>
A. VERIFICATION OF MINIMUM QUALIFICATIONS.....	12
B. REVIEW FOR GENERAL RESPONSIVENESS.....	12
C. EVALUATION PANEL .....	13
D. SHORTLISTED FIRMS .....	13
<b>IX. GENERAL CONDITIONS FOR PRECONSTRUCTION SERVICES .....</b>	<b>13</b>
A. CONTRACT ARRANGEMENTS.....	13
B. BONDS.....	14
C. SELECTION DISPUTES .....	15
D. PUBLIC RECORDS .....	16
E. KEY PERSONNEL .....	16
F. ORGANIZATIONAL CONFLICTS OF INTEREST .....	16
<b>APPENDIX A, PRELIMINARY SCOPE OF WORK.....</b>	<b>18</b>
<b>APPENDIX B, QUESTIONNAIRE.....</b>	<b>24</b>
<b>APPENDIX C, CALIFORNIA LEVINE ACT STATEMENT .....</b>	<b>26</b>
<b>APPENDIX D, BAHA PROFESSIONAL SERVICES CONTRACT .....</b>	<b>27</b>
<b>APPENDIX D-1, INSURANCE PROVISIONS DOCUMENT .....</b>	<b>28</b>
<b>APPENDIX E, IRAN CONTRACTING ACT.....</b>	<b>32</b>
<b>APPENDIX F, CMAR'S SAFETY OPERATING PROFILE .....</b>	<b>34</b>

## I. BACKGROUND AND PROJECT DESCRIPTION

### *A. Background*

The Metropolitan Transportation Commission (MTC) was created by the state Legislature in 1970 (California Government Code § 66500 et seq.) to serve as the transportation planning, coordinating and financing agency for the nine-county San Francisco Bay Area. MTC's 19 commissioners also operate as the Bay Area Toll Authority (BATA).

BATA was created by the California Legislature in 1997 to administer the base \$1 auto toll on the San Francisco Bay Area's seven state-owned toll bridges. In August 2005, the California Legislature expanded BATA's responsibilities to include administration of all toll revenue and joint oversight of the toll bridge construction program with Caltrans and the California Transportation Commission. Caltrans owns and operates the state-owned bridges. Day-to-day staffing for BATA is provided by the Bridge and Highway Operations department of MTC.

The Bay Area Air Quality Management District (Air District) was created by the California Legislature in 1955 as the first regional air pollution control agency in the country. The Air District is the public agency entrusted with regulating stationary sources of air pollution in the nine-county Bay Area.

For the past two years, staff from MTC and the Air District worked together on a strategy to co-locate into a regional government headquarters. The Air District began evaluating options to rehabilitate or replace their existing headquarters (939 Ellis Street, San Francisco), which is 44 years old, requires a substantial investment for deferred maintenance cost, and lacks additional space for staff growth. In comparison, the MetroCenter building (101 – 8<sup>th</sup> Street, Oakland), which is 30 years old, has limited capacity for further growth and would require MTC to fragment its occupancy into multiple sites in order to accommodate growth.

Sharing a common goal and taking a regional approach, the agencies commenced development of a joint facility strategy with the following objectives:

- Provide for greater building efficiencies,
- Lessen environmental impact through energy efficiency and sustainability,
- Reduce costs through interagency sharing of resources; and
- Improve interagency cooperation and initiatives through co-location.

This strategy would also allow each agency to potentially achieve operational efficiencies through the sharing of resources and equipment (mail rooms, general services, shipping/receiving, telephone equipment, etc.), and common space (board rooms and public meeting facilities, library, training center, etc.) and co-locating similar agency functions.

The Bay Area Headquarters Authority (BAHA) was created as a Joint Powers Authority (JPA) between BATA and MTC to purchase and develop 390 Main Street, San Francisco for the

Regional Agency Headquarters Facility. BAHA purchased the building in October 2011 and intends to renovate and retrofit the building. MTC, BATA, and the Air District intend to relocate to the building within two years of the purchase date. The co-location of the regional agencies encourages further integration of regional planning efforts currently under the umbrella of One Bay Area. Other regional agencies have indicated interest in relocating into the building as tenants. The San Francisco Bay Conservation and Development Commission (BCDC), a state agency, has expressed interest in leasing space in and relocating to the Regional Agency Headquarters Building.

### ***B. Existing Condition***

Due diligence material from the purchase of the property can be found at: [http://www.mtc.ca.gov/news/current\\_topics/9-11/headquarters.htm](http://www.mtc.ca.gov/news/current_topics/9-11/headquarters.htm) or <http://tiny.cc/46q7u>.

The 390 Main Street property sits on the Southeast half of the lot bounded by Main, Harrison, Beale, and Folsom Streets. The parking lot to the northwest of the property is a separate parcel and will most likely be developed in the future with high-rise buildings common to the area. The 390 Main property line is 41 feet from the Northwest face of the building.

The building, constructed in 1942, consists of 518,000 gross square feet over eight floors. The floors are identical 64,000-square-foot rectangular plates, measuring 234 by 275 feet. The interior columns typically lie on a 23'-2" by 23'-9" grid.

The basement level is 17'-6" high and is on grade on Beale Street and the Northwest side of the building, partially below grade on Main Street, and below grade on Harrison Street. Harrison Street bridges over Beale Street where they intersect. Above the basement are 7 floors with floor-to-floor heights of 11 feet.

The structure was designed to support 250 psf live load on the upper seven floors on typically 10.5-inch concrete slabs, and 350 psf in the basement. The roof design live load varies from 40 to 150 psf. The facility was built in 1942 as a plant to construct armored vehicles, before being turned over to the United States Postal Service, which used it as a mail sorting facility.

The building is a cast-in-place reinforced concrete structure. The foundation system consists of individual spread footings beneath interior columns and a continuous strip footing at the perimeter. Three rows of columns on the Northwest side are supported on reinforced concrete belled caissons. The lower level of the building has a reinforced concrete slab-on-grade. Vertical loads are carried by concrete slabs and columns. The building was originally designed for heavy floor loads and slab and column dimensions are larger when compared to a typical office building. The lateral force resisting system consists of reinforced concrete slabs acting as diaphragms to transfer inertial forces to exterior wall frames. The walls are rectangular reinforced concrete pier walls constructed monolithically with thickened rectangular column sections. Spandrel beams connect the frames at the levels above Floor 1 and solid walls typically exist at the lower level. There is also an 8-inch-thick wall at the center of the building that runs in the direction parallel to Harrison Street.

This project will renovate and seismically retrofit 390 Main in San Francisco for its new use as the Regional Agency Headquarters Facility for MTC, BATA, the Air District, and other local government agencies. One existing tenant occupies 33,000 square feet of space, and the project may require relocating and staging around the tenant.

## **II. PROPOSER MINIMUM QUALIFICATIONS AND REQUIREMENTS**

SOQs must demonstrate that the CMAR meets the following Minimum Qualifications to be eligible for consideration for this project.

**Minimum Qualification 1:** Have an active Class B California Contractors License at the time of submittal of the SOQ. If bidder is a joint venture, a joint venture agreement must have been executed at time of bid submission, and each party to the joint venture is required to have a valid License.

**Minimum Qualification 2:** Have reached substantial completion of construction of at least four (4) projects within the last ten (10) years using delivery methods similar to the one in this SOQ (i.e. projects that include preconstruction and construction services with a negotiated bid for construction). Substantial completion of the projects shall have been reached by closing date and time of submission of this SOQ.

**Minimum Qualification 3:** Have reached substantial completion of construction on at least two (2) projects within the last five (5) years that both seismically retrofitted and renovated approximately 100,000 square feet or more of space. Substantial completion of the projects shall have been reached by closing date and time of submission of this SOQ. The projects may be the same or different from those listed in Minimum Qualification 2.

For Minimum Qualifications 2 and 3, the projects used for one may apply to the other; also, the requirements may be met by either party of a joint venture, or as a total of projects between the two firms of a joint venture.

## **III. SCOPE OF WORK, PERIOD OF PERFORMANCE, AND BUDGET**

### ***A. Scope of Work***

The preliminary scope of work for the project is provided in *Appendix A, Preliminary Scope of Work*. The selected CMAR will be expected to perform all work and analysis necessary to complete the preliminary scope of work.

### ***B. Period of Performance***

BAHA expects the CMAR to commence providing preconstruction services on or about April, 2012, and complete construction no later than October, 2013. At BAHA's sole option, the contract may be extended for 4 additional years. See *Appendix A, Preliminary Scope of Work*.

**C. Construction Budget**

BAHA has budgeted approximately \$53 Million for construction costs for this project, which excludes preconstruction fees and contingency. This includes a move-in ready condition, less furniture, fixtures, and equipment, for 240,000 square feet of agency space, and warm shell condition for the remaining space.

**IV. PROPOSERS’ CONFERENCE AND TOUR, REQUESTS FOR CLARIFICATION OR EXCEPTIONS, AND ADDENDA**

A Proposers’ Conference and Tour will be held to review the RFQ and the project scope at 10:00 a.m., on Monday, January 30, 2012. The conference will be held at 390 Main Street. **Please arrive by the start time listed.** Attendance at the conference is not mandatory for proposers.

If the proposers submit their interest to the BAHA Project Manager, additional site tours may be scheduled. The time and location of all additional site tours will be posted on MTC’s website at least 72 hours in advance.

Any requests for clarification, or questions regarding RFQ requirements, or requests for exceptions to or modifications of RFQ provisions must be received by BAHA no later than 2:00 p.m. on Thursday, February 2, 2012 to guarantee consideration.

Any addenda to this RFQ that may be issued by BAHA will be posted at <http://procurements.mtc.ca.gov/>. It is the bidder’s responsibility to check for addenda and questions and answers related to this RFQ and comply with new or revised requirements that may be stated therein.

**V. CMAR SELECTION TIMETABLE**

10:00 a.m., Monday, January 30, 2012	Proposers’ Conference and Tour, at 390 Main Street, San Francisco
2:00 p.m., Thursday, February 2, 2012	Closing date/time for receipt of requests for clarification/exceptions
No later than 2:00 p.m. three (3) working days prior to the date proposals are due	Deadline for protesting RFQ provisions
<b>2:00 p.m., on Thursday, February 9, 2012</b>	<b>Closing date/time for receipt of Statement of Qualification</b>
Tuesday, February 14, 2012*	Shortlisted firms published
Friday, February 17, 2012*	RFP distributed to shortlisted firms
Friday, March 9, 2012*	Proposals due

Week of March 19, 2012*	Interviews/discussions (if held)
Wednesday, March 28, 2012*	BAHA approval of selection of CMAR
Wednesday, April 18, 2012*	Agreement executed

*\*Dates are approximates and are subject to change.*

## VI. SUBMITTAL OF SOQ

1. Interested firms must submit an original (labeled “Original”) and six (6) copies (labeled “Copy”) of their SOQ by **2:00 p.m., Thursday, February 9, 2012.**
2. SOQs are to be addressed as follows:

BAHA Facility CMAR SOQ  
Attention: Stephen Wolf  
BAHA  
101 8<sup>th</sup> Street  
Oakland, CA 94607

3. Proposer's name and return address must also appear on the envelope.
4. SOQs will be received only at the address shown above, and **not later than the time indicated.** Any proposals received after said time and date or at a place other than the stated address cannot be considered and will be returned to the Proposer unopened.
5. No telephone, email, or facsimile bids will be considered.
6. All SOQs, whether delivered by an employee of the Proposer, U.S. Postal Service, courier or package delivery service, must be received and time stamped at the stated address **not later than the time designated.** The receptionist desk's timestamp located on the 3<sup>rd</sup> floor shall be considered the official timepiece for the purpose of establishing the actual receipt of SOQs.
7. Proposer agrees and acknowledges all RFQ specifications, terms and conditions and indicates ability to perform by submission of an SOQ.
8. A signed SOQ submitted to BAHA in response to this RFQ shall constitute a binding offer from Proposer to contract with BAHA according to the terms of the SOQ for a period of one hundred twenty (120) days after the SOQs are due to BAHA.
9. Neither this RFQ nor the coming RFP commit BAHA to award a contract or to pay any costs incurred in the preparation of an SOQ or proposal in response to either the RFQ or RFP, respectively.
10. Only one SOQ will be accepted from any one person, partnership, corporation, or other entity.

11. BAHA reserves the right to accept or reject all SOQs and subsequent proposals submitted, waive minor irregularities, request additional information, or revisions to offers, and negotiate with any or all proposers.
12. BAHA reserves the right in its sole discretion not to enter into any contract as a result of this RFQ.

**VII. FORM OF SOQ**

1. SOQ responses are to be straightforward, clear, concise and specific to the information requested.
2. In order for SOQs to be considered complete, Proposer must provide all information requested. Sections that should be included in SOQ are listed herein.
3. Recommended page limits, where specified, are for each side of print. Proposers are encouraged to print double-sided copies to save paper.
4. Provide the following information in your SOQ. Sections that will be scored are indicated below with the maximum possible points.

<b>Section</b>	<b>Maximum Points</b>
<p><b>A. Transmittal:</b> letter signed by an official authorized to solicit business and enter into contracts for the firm and the name and telephone number of a contact person, if different from the signature. Authorized official shall certify that all information in the SOQ is true and correct by including the statement:</p> <p style="padding-left: 40px;">“I, the undersigned, certify and declare that I have read all the foregoing responses to the questions of each Section of this Statement of Qualifications and know their contents. The matters stated in the responses to each Section are true and correct to the best of my information, knowledge, and belief.”</p>	Required but Not Scored
<p><b>B. Title page:</b> that includes the RFQ subject, the full legal name of the proposer’s firm, local address, telephone and fax numbers, website, name of contact person, contact person’s telephone number and email address, and the date.</p>	Required but Not Scored
<p><b>C. Table of contents:</b> that includes a clear identification of the material by section and page number.</p>	Required but Not Scored

<p><b>D. Minimum Qualification 1:</b> Include a copy of Proposer’s Class B general contractor license permitting the firm to perform construction work in the State of California.</p> <p>Provide length of time in business with this name and license number.</p>	<p>Required but Not Scored</p>
<p><b>E. Minimum Qualification 2:</b> In a table, list the four completed projects that meet the requirements of Minimum Qualification 2 from Section II, Proposer Minimum Qualifications and Requirements. For each project, provide the following information:</p> <ol style="list-style-type: none"> <li>(1) Project name</li> <li>(2) Owner company’s/agency’s legal name and telephone number</li> <li>(3) Owner’s project manager’s name, telephone number, and email address</li> <li>(4) Architecture firm’s legal name and telephone number</li> <li>(5) Architecture firm’s project manager’s name, telephone number, and email address.</li> <li>(6) Date of substantial completion of construction.</li> </ol> <p>Limit response to 2 pages or fewer.</p>	<p>Required but Not Scored</p>
<p><b>F. Minimum Qualification 3:</b> In a table, list the two completed projects that meet the requirements of Minimum Qualification 3 from Section II, Proposer Minimum Qualifications and Requirements. For each project, provide the following information:</p> <ol style="list-style-type: none"> <li>(1) Project name</li> <li>(2) Owner company’s/agency’s legal name and telephone number</li> <li>(3) Owner’s project manager’s name, telephone number, and email address</li> <li>(4) Architecture firm’s legal name and telephone number</li> <li>(5) Architect’s project manager’s name, telephone number, and email address.</li> <li>(6) Date of substantial completion of construction.</li> </ol> <p>Limit response to 1 page.</p>	<p>Required but Not Scored</p>
<p><b>G. Prior Contracts:</b> Provide a summary of all contracts your firm (including subconsultants, if any) has held with MTC, BATA, or the Air District in the past three years, including a brief description of the scope of work, the contract amount, and date of execution.</p>	<p>Required but Not Scored</p>

<p><b>H. Financial Responsibility:</b> Provide evidence of financial capacity by including Proposer’s audited financial statements for the past two most recent fiscal years. The financial statements may be submitted in a separate sealed envelope marked “Qualifications Attachment: CONFIDENTIAL FINANCIAL RECORDS”. The statements will be reviewed to determine responsibility only. All statements will be returned prior to shortlisting. Only one copy of Financial Responsibility is required.</p>	<p>Required but Not Scored</p>
<p><b>I. Signed California Levine Act Statement:</b> Proposer and each subconsultant are required to provide a signed California Levine Act statement.</p>	<p>Required but Not Scored</p>
<p><b>J. Signed Insurance Provisions Document:</b> Submit a signed <u>Insurance Provisions Document</u> (<i>Appendix D-1</i>). Subconsultants (if any) are not required to provide a signed Insurance Provisions Document with the SOQ; however, the selected Prime Contractor will be required to ensure subcontractor whose subcontracts exceed \$25,000 provide the required levels of insurance.</p>	<p>Required but Not Scored</p>
<p><b>K. Bonding Assurance:</b> Provide written assurance from a surety that it will issue performance and payment bonds with Respondent as principal and BAHA as sole obligee, in the format provided below. Such surety must be authorized to do business in California and have an A.M. Best Rating of not less than A-, IX.</p> <p>Respondents shall provide a letter from their surety company, not their surety broker, confirming the surety relationship and with the following text:</p> <p><i>We provide surety credit to (insert name) and have reviewed the contract documents for 390 Main Street with an estimated engineers estimate of \$53,000,000. We understand the unique nature of the contract award process will require an initial limited contract dollar amount for early phases of construction, which will then be increased as trade packages are added to the contract and the associated bonds by consent of surety.</i></p> <p><i>The surety program in place for (insert name) is adequate for the project at 390 Main Street.</i></p> <p><i>We are prepared to provide performance and payment bonds on the initial limited dollar amount with the understanding that the penal amount of the bond will be substantially increased by consent of surety as trade packages are awarded. Failure to provide timely adequate consent of surety increases shall be considered a default, subject to</i></p>	<p>Required but Not Scored</p>

<p><i>termination of contract, and we hereby waive any defenses arising from the change in original scope.</i></p>	
<p><b>L. Signed Iran Contracting Act:</b> Per AB 1650, Iran Contracting Act of 2010, which adds Sections 2200 et seq. to the California Public Contract Code, requires Proposers for contracts equal to or in excess of one million dollars (\$1,000,000) to certify, at the time of proposal submission that proposer is not identified on a list created pursuant to subdivision (b) of Section 2203 as a person engaging in investment activities in Iran described in subdivision (a) of Section 2202.5, or as a person described in subdivision (b) of Section 2202.5, as applicable. Submit a signed <u>Iran Contracting Act Document</u>, (<i>Appendix E</i>).</p>	<p>Required but Not Scored</p>
<p><b>M. Signed Insurance Provisions Document:</b></p> <p>Submit a signed Insurance Provisions Document (<i>Appendix D-1</i>).</p>	<p>Required but Not Scored</p>
<p><b>N. Overview and Summary:</b> This section should clearly convey the CMAR’s understanding of the nature of the work and the general approach to be taken, and identify any specific considerations. In the Proposer’s own words, include at least the following:</p> <ol style="list-style-type: none"> <li>(1) A discussion of the Project’s purpose;</li> <li>(2) A summary of proposed approach to staffing the project; and</li> <li>(3) The unique qualifications the Proposer brings to the project.</li> </ol> <p>Limit response to 6 pages or fewer.</p>	<p>25 points</p>
<p><b>O. Safety Record:</b> Provide the information required in <u>CMAR’s Safety Operating Profile</u>, (<i>Appendix F</i>).</p>	<p>50 points</p>
<p><b>P. Preliminary Staffing Plan:</b> This section identifies all key personnel who will work on this project in both the pre-construction and construction phases.</p> <ol style="list-style-type: none"> <li>(1) Identify all Key Personnel proposed for this project in the Preconstruction and Construction phases. Key Personnel are defined as, but not limited to, the following: President/Vice President/Principal-in-Charge, Project Manager, General Superintendent, Construction Superintendent, Safety Manager, and Quality Manager. Include an organizational chart for the pre-construction phase and, if different, a separate organizational chart for the construction phase.</li> <li>(2) Include a matrix identifying projects that Key Personnel have worked on together.</li> <li>(3) Provide the professional resumes of key personnel. The resumes are to include the following information: <ul style="list-style-type: none"> <li>• Name and proposed assignment for the CMAR;</li> </ul> </li> </ol>	<p>50 points</p>

<ul style="list-style-type: none"> <li>• Years of experience, and years with present employer;</li> <li>• Education - degrees, schools and years obtained;</li> <li>• Professional registration and any history of state disciplinary action;</li> <li>• At least two client references, including contact names, addresses and telephone numbers; and</li> <li>• Description of projects worked on in the past five years. Identify Personnel's role on each project.</li> </ul>	
<p><b>Q. Similar Projects:</b> Provide descriptions, narratives and photographs of up to ten (10) projects completed by the Proposer or key personnel within the last ten (10) years that are Proposer's most similar in scope, size, schedule, and budget to this 390 Main Street Project.</p> <p>For each project, provide a table that includes:</p> <ol style="list-style-type: none"> <li>(1) Project name</li> <li>(2) Owner legal business name and telephone number</li> <li>(3) Owner's project manager's name, telephone number, and email address</li> <li>(4) Architect's legal business name and telephone number</li> <li>(5) Architect's project manager's name, telephone number, and email address.</li> <li>(6) Delivery approach (CMAR, Design-Bid-Build, Design-Build, etc.)</li> <li>(7) Date of substantial completion of construction.</li> <li>(8) Total construction cost.</li> <li>(9) Provide a brief description of how the project is similar to the focus of this RFQ and identify the characteristics of the project that make it noteworthy.</li> </ol> <p>At least two (2) of the above ten projects must demonstrate the Proposer's ability to act as a Construction Manager at Risk with a Guaranteed Maximum Price. For those two projects, in addition to the information above, provide:</p> <ol style="list-style-type: none"> <li>(1) A narrative that includes the processes that were used to:             <ol style="list-style-type: none"> <li>a. Provide Design Assist Services to the Designer (Architect);</li> <li>b. Review and incorporate constructability issues into the design;</li> <li>c. Provide cost estimating and Value Engineering (explain how CMAR recommendations were used to refine the Architect's design to meet the project construction budget).</li> </ol> </li> <li>(2) A narrative on the delivery method that describes:             <ol style="list-style-type: none"> <li>a. How trade contractor bids were solicited,</li> <li>b. The design phase at which the Guaranteed Maximum Price was established;</li> <li>c. The Proposer's unique contributions that contributed to its</li> </ol> </li> </ol>	<p>50 points</p>

<p>ability to deliver the project using the CMAR delivery approach.</p> <p>Limit response to Part Q to 20 pages or fewer</p>	
<p><b>R. Experience:</b> Demonstrate Proposer’s experience with the following:</p> <ol style="list-style-type: none"> <li>(1) Working on occupied facilities. Provide owner and owner’s project manager’s contact information for any noted projects.</li> <li>(2) Building Information Modeling (BIM): Demonstrate Proposer and proposed staff’s experience working with BIM modeling software. Note significant challenges that have been encountered and how these challenges have been mitigated.</li> <li>(3) Lean Construction: Demonstrate Proposer and proposed staff’s experience using Lean construction methods, and, if possible, quantify for specific projects the benefits experienced in schedule and budget savings.</li> <li>(4) LEED Construction: Demonstrate Proposer and proposed staff’s experience on LEED projects, emphasizing projects meeting Gold and Platinum levels.</li> <li>(5) Projects for public owners: Demonstrate Proposer and proposed staff’s experience on projects for public owners, giving emphasis to projects delivered in alternative methods such as CMAR and Design-Build.</li> </ol> <p>Limit response to Part R to 10 pages or fewer.</p>	<p>50 points</p>
<p><b>S. Disputes and Claims History:</b></p> <ol style="list-style-type: none"> <li>(1) Provide Proposer’s gross contracting revenue for each of the last 5 years.</li> <li>(2) List any project performed over the last 5 years where the Proposer has paid or forfeited to an owner liquidated damages for delay or other such damages or penalties. Provide: <ol style="list-style-type: none"> <li>i. Project name</li> <li>ii. Construction completion date</li> <li>iii. Cause for assessing damages</li> <li>iv. Amount of damages</li> <li>v. Owner contact.</li> </ol> </li> <li>(3) List all certified or other contract claims Proposer has submitted to owners over the last 5 years. Note all claims that were paid by a surety (under performance or payment bonds) where Proposer was principal on the bond. Provide: <ol style="list-style-type: none"> <li>i. Project name</li> <li>ii. Owner contact</li> <li>iii. Construction completion date</li> <li>iv. Date of claim</li> <li>v. Subject of claim</li> <li>vi. Value of claim</li> </ol> </li> </ol>	<p>50 points</p>

<p>vii. Note if the claim was paid by a surety. If the claim was paid by a surety, identify the surety and provide contact information.</p> <p>(4) List all litigation initiated by or against Proposer within the last five years. Provide:</p> <ul style="list-style-type: none"> <li>i. Project name</li> <li>ii. Owner contact</li> <li>iii. Description of parties</li> <li>iv. Substance of the dispute</li> <li>v. Status of lawsuit</li> <li>vi. If resolved, state whether the matter was resolved by judgment or settlement and how resolved (e.g., summary judgment, trial, mediation).</li> </ul> <p>(5) Identify Proposer’s five most recently completed building construction projects greater than \$5,000,000 in total construction cost. Provide:</p> <ul style="list-style-type: none"> <li>i. Project name</li> <li>ii. Owner contact</li> <li>iii. Construction completion date</li> <li>iv. Initial construction contract value</li> <li>v. Total value of all change orders (May be split between Owner- and Contractor-requested)</li> </ul> <p>For each of the five subsections, Proposer may elaborate on / provide justification for / qualify any information Proposer feels reflects negatively on the Proposer.</p>	
<p><b>T. SOQ format:</b> Evaluated for completeness and conciseness</p>	<p>25 points</p>
<p><b>U. Questionnaire:</b> Proposer is required to fill out <u>Questionnaire</u> (<i>Appendix B</i>). The responses will be reviewed to determine responsibility only.</p>	<p>Required but not Scored</p>
<p><b>Maximum Score Possible</b></p>	<p><b>300 points</b></p>

**VIII. STATEMENT OF QUALIFICATION EVALUATION**

***A. Verification of Minimum Qualifications***

The Project Manager will review SOQs to ensure that each SOQ meets the Minimum Qualifications set out in Section II, Proposer Minimum Qualifications and Requirements of this RFQ. Proposers failing to meet the Minimum Qualifications and requirements will not be considered.

***B. Review for General Responsiveness***

The Project Manager, in consultation with the BAHA Office of General Counsel, will conduct an initial review of the SOQs for general responsiveness and inclusion of the items requested in *Appendix C*. Proposers failing to meet the Minimum Qualifications and Requirements listed herein this RFQ, will not be considered responsive. Also, any proposal that does not include enough information to permit the evaluators to rate the proposal in any one of the evaluation factors listed below will be considered non-responsive and will not be evaluated. An SOQ that fails to include one or more items requested in RFQ may be considered responsive, if evaluation in every criterion is possible. BAHA reserves the right to request additional information from responsive proposers prior to evaluation.

### ***C. Evaluation Panel***

Responsive SOQs will then be evaluated and scored by an evaluation panel of BAHA, and partner agency staff. The evaluation of the proposals shall be within the sole judgment and discretion of the evaluation panel.

### ***D. Shortlisted Firms***

Based on the evaluation panel's scores of the SOQs, the panel will shortlist up to five firms. Only shortlisted firms will receive the Request for Proposals (RFP), the second step of this procurement. The shortlist will be posted on MTC's procurement website at [www.procurements.mtc.ca.gov](http://www.procurements.mtc.ca.gov).

BAHA reserves the right to accept or reject all SOQs submitted, waive minor irregularities, request additional information, or revisions to offers, and negotiate with any or all proposers.

## **IX. GENERAL CONDITIONS FOR PRECONSTRUCTION SERVICES**

### ***A. Contract Arrangements***

The boilerplate BAHA Professional Services Contract provisions for Preconstruction Services are enclosed for your reference as *Appendix D*. If a proposer wishes to propose a change to any standard BAHA contract provision, the provision and the proposed alternative language must be submitted prior to the closing date for receipt of requests for clarifications/exceptions listed above. If no such change is requested, the CMAR will be deemed to accept BAHA's standard contract provisions, unless such language is protested in accordance with Section C below. If BAHA elects to revise the agreement, such revision(s) will be issued to all proposers.

The selected CMAR will be required to maintain the required insurance and bonds, during the term of the contract, at the levels described in *Appendix D*, BAHA Professional Services Contract. CMAR agrees to provide the required certificates of insurance providing verification of the minimum insurance requirements in *Appendix D*, within five (5) days of BAHA's notice that it is the successful proposer. Requests to change BAHA's insurance or bonding requirements should be submitted on or prior to the closing date for receipt of requests for clarifications/exceptions listed above. BAHA will review the requests and issue an addendum if material changes requested by a prospective proposer are acceptable. Objections to BAHA

determinations on requests to change insurance requirements must be brought to BAHA's attention no later than the date for protesting RFQ provisions listed above. If such objections are not brought to BAHA's attention consistent with the protest provisions of this RFQ, compliance with all material insurance requirements will be assumed.

The Contract will include a provision permitting BAHA to terminate the Contract with the selected CMAR within ninety (90) days of contract execution, at its sole discretion: (a) if CMAR has not satisfactorily complied with the requirements of the contract's scope of work, as set forth in this RFQ and (b) if the areas of noncompliance are such that by their nature are unlikely to be capable of cure. In such event, BAHA will provide no less than forty-five (45) days advance notice to CMAR of the intent to termination, and BAHA will have the right to negotiate with the next highest ranked proposer under the terms of the RFP. BAHA also reserves the right to cancel this procurement and re-procure the CMAR for this project if it is determined to be in its best interest to do so.

## ***B. Bonds***

### ***Performance and Payment***

The successful Proposer must provide bonds or other security adequate to protect BAHA. Prior to performing any construction related work under this Contract, the Contractor shall file with BAHA on the forms provided in *Appendix D* herein two surety bonds in the amounts and for the purposes noted below, duly executed by a reputable surety company satisfactory to BAHA. Contractor shall pay all premiums and costs relating to the required bonds. BAHA reserves the right to modify the performance and payment bond requirements in the final Construction Contract.

**Performance Bond** in the amount of 100% of the initial contract amount to guarantee faithful performance of the work under the Contract, including the replacing of or making acceptable, any defective materials or faulty workmanship.

**Payment Bond** in the amount of 100% of the initial contract to inure to the benefit of persons performing labor or furnishing materials in connection with the work of the proposed contract. This bond shall be maintained in full force and effect until all work under the contract is completed and accepted by BAHA, and until all claims for materials and labor have been paid.

Both the Performance Bond and the Payment Bond shall be issued by a surety company(ies) acceptable to BAHA with a Best Guide Rating of A-, IX or better, listed in Circular 570: Federal Treasury Listing of Qualified Sureties with a bond amount within the underwriting limitation, and authorized to execute such in the State of California.

Should any surety or sureties be deemed unsatisfactory at any time by BAHA, notice will be given to the Contractor to that effect, and Contractor shall forthwith substitute a new surety or sureties satisfactory to BAHA. The direct and indirect costs for replacement bonds shall be the sole responsibility of the Contractor.

After the trade packages are awarded, all alterations, time extensions, extra work, additional work or any other changes authorized in the Contract, may be made without notice to, or securing the prior consent of, the surety or sureties on the Performance or Payment Bonds.

As trade packages are awarded and incorporated into the prime contract, Contractor will within ten days secure a “Consent of Surety” to increase the performance and payment bond amount to reflect the revised contract amount.

See Appendix D, BAHA Professional Services Contract, Attachments E, E-1 and E-2 for complete insurance bonding requirements, including the Consent of Surety Form.

### ***C. Selection Disputes***

A proposer may object to a provision of the RFQ on the grounds that it is arbitrary, biased, or unduly restrictive, or to the selection of a particular CMAR on the grounds that BAHA procedures, the provisions of the RFQ, or applicable provisions of federal, state or local law have been violated or inaccurately or inappropriately applied by submitting to the Project Manager a written explanation of the basis for the protest:

- 1) No later than 2:00 p.m. three (3) working days prior to the date SOQs are due, for objections to RFQ provisions;
- 2) No later than 2:00 p.m. three (3) working days after the date the firm/team is notified that it did not meet the Minimum Qualifications and Requirements or was found to be non-responsive; or
- 3) No later than 2:00 p.m. three (3) working days after the date the firm is notified that BAHA has announced the shortlisted firms on its website.

Except with regard to initial determinations of non-responsiveness or failure to meet the minimum requirements, the evaluation record shall remain confidential until BAHA authorizes award.

Protests of recommended awards must clearly and specifically describe the basis for the protest in sufficient detail for the BAHA Review Officer to recommend a resolution to the Executive Director.

The Executive Director will respond to the protest in writing, based on the recommendation of a staff Review Officer. Authorization to award a Contract to a particular CMAR by BAHA’s Executive Director or BAHA shall be deemed conditional until the expiration of the protest period or, if a protest is filed, the issuance of a written response to the protest by the BAHA Executive Director.

Should the Proposer wish to appeal the decision of the BAHA Executive Director, it may file a written appeal with BAHA, no later than three (3) working days after receipt of the written

response from the BAHA Executive Director. BAHA's decision will be the final agency decision.

#### ***D. Public Records***

This RFQ and any material submitted in response to this RFQ are subject to public inspection under the California Public Records Act (Government Code § 6250 et seq.), unless exempt by law. Other than proprietary information or other information exempt from disclosure by law, the content of SOQs submitted to BATA will be made available for inspection consistent with its policy regarding Public Records Act requests.

Each proposer must clearly mark each page of the SOQ, including financial responsibility information submitted under Section VII of this RFQ, that the proposer considers to contain trade secrets or other confidential commercial or financial information that the proposer believes would cause substantial injury to the proposer's competitive position, if disclosed, and include the following notice at the front of its SOQ:

“The data on the following pages of this SOQ, marked along the right margin with a vertical line, contain technical or financial information which are trade secrets and/or which, if disclosed, would cause substantial injury to the proposer's competitive position. The proposer requests that such data be used for review by BAHA only, but understands that exemption from disclosure will be limited by BAHA's obligations under the California Public Records Act. [List pages].”

Failure to include this notice with relevant page numbers shall render any individual markings inadequate. Individual pages shall accordingly not be treated confidentially. **Any language purporting to render the entire SOQ or the cost proposal confidential or proprietary will be regarded as ineffective and will be disregarded.**

In the event properly marked data is requested pursuant to the California Public Records Act, the proposer will be advised of the request and given the opportunity to provide to BAHA a detailed statement indicating the reasons it believes the information should be withheld from disclosure. The proposer may be asked by BAHA, as a condition of non-disclosure, to indemnify and hold BAHA harmless, in the event of claims made as a result of non-disclosure.

#### ***E. Key Personnel***

Key Personnel assigned to the project are expected to remain on the project. Any change in key staff persons of the proposed project team is subject to prior written approval of BAHA. Removal of any Key Personnel identified in the proposal without written consent of the Project Manager may be considered a material breach of contract.

#### ***F. Organizational Conflicts Of Interest***

Proposer shall take all reasonable measures to preclude the existence or development of an organizational conflict of interest in connection with work performed under the agreement resulting from this and other BAHA solicitations. An organizational conflict of interest occurs when, due to other activities, relationships, or contracts, a firm or person is unable, or potentially

unable, to render impartial assistance or advice to BAHA; a firm or person's objectivity in performing the contract work is or might be impaired; or a firm or person has an unfair competitive advantage in proposing for award of a contract as a result of information gained in performance of this or some other Project. Whenever BAHA is awarding a contract that involves the rendering of advice, it will consider whether there exists the potential for bias, because of other activities, relationships or contracts of the Contractor, and if so, whether any potential bias can be mitigated acceptably by BAHA and the Contractor.

Proposer shall not engage the services of any subcontractor or independent contractor on any work related to this Agreement if the subcontractor or independent contractor, or any employee of the subcontractor or independent contractor, has an actual or apparent organizational conflict of interest related to work or services contemplated under this Agreement.

**APPENDIX A, PRELIMINARY SCOPE OF WORK**

**I. DESCRIPTION**

The Bay Area Headquarters Authority (BAHA) requires a Construction Manager at Risk for Preconstruction and Construction Services for the renovation and seismic retrofit of BAHA’s new Regional Agency Headquarters Facility at 390 Main in San Francisco (BAHA Facility). The BAHA Facility will house multiple government agencies, including MTC, BATA and the Air District. Unused space will be leased.

The initial Contract will be to perform pre-construction services. When the CMAR submits a guaranteed maximum price, should BAHA accept the GMP, a second contract will be executed for construction of the project.

**II. PRELIMINARY PROJECT SCHEDULE**

<b>Event</b>	<b>Tentative Date</b>
Select CMAR	Wednesday, March 28, 2012
50% Schematic Design Complete	May 2012
Final Schematic Design Complete	July 2012
CMAR Submits Guaranteed Maximum Price (50% CD)	November 2012
Begin Construction	
1. Abatement (Start)	1. May 2012
2. Demo (Start)	2. July 2012
3. Foundation (Start)	3. September 2012
100% Construction Documents Complete	January 2013
Complete Construction	September 2013

**III. CMAR SCOPE OF WORK**

The selected CMAR will work closely with BAHA’s staff and other consultants to provide Preconstruction and Construction Services. The Services shall generally include but will not be limited to the following:

1. Pre-Construction Services: The CMAR will work with the Architect in reviewing the Schematic Documents, the Design Development Documents, and the Construction Documents, taking into account quality of materials and equipment, to ensure an efficient design and minimum lifecycle cost. The CMAR will participate in design decisions by providing information, estimates, schemes, and recommendations regarding construction materials, methods, systems, phasing, and costs that will provide the highest quality, energy conserving, and efficient building within the budget and schedule for the Project. All members of the CMAR team providing Preconstruction Services must have the requisite expertise and experience to provide the Services as required by the Contract.

During the Pre-Construction Services Phase, the CMAR will work closely with BAHA and the Architect on the following tasks:

- A. Pre-construction Phase Tasks: The CMAR's scope of services associated with Schematic Design, Design Development, and development of the Construction Documents includes the following:
1. Provide input on lead times, pricing, procurement strategies and alternatives for materials and equipment.
  2. Identify the recommended division of construction work into bid packages and order of bidding, and develop a detailed Preliminary Construction Schedule.
  3. Provide regular schedule updates.
  4. Perform periodic reviews of evolving design and make suggestions with regard to means and methods of construction.
  5. Provide constructability recommendations and guidance.
  6. Perform construction operations planning.
  7. Determine strategy for maintaining operations, relocating, or providing temporary facilities for a potential tenant, BCDC, whose lease at 50 California Street expires April 2013, and for BAHA's existing federal tenant, which occupies 33,000 square feet on the upper floor of 390 Main.
  8. Provide input on Time and Cost Control to BAHA and Architect.
  9. Identify phased construction opportunities and constraints.
  10. Develop, review, and update a detailed CPM construction schedule.
  11. Employ detailed constructability reviews and workshops including trade sequencing optimization, Architectural/Structural/MEP clash detection (using three dimensional Building Information Modeling [BIM] technology), and recognition of and development of prefabrication/pre-assembly economies.
  12. Participate in as-required collaboration and coordination efforts including performance evaluation, lifecycle cost analysis and scheduling/coordination impacts at core subcontractor level.
  13. Perform Quality Assurance Audit checks for Quantities and Compatibility utilizing BIM.
  14. Analyze the project for potential alternative equipment, material, and systems selections for LEED-certified Green Building Design feature cost/benefit studies.
  15. Monitor all regulatory approvals required for the project.
  16. Incorporate Lean construction practices and tools into the process.
  17. Suggest ways to bring trade subcontractors into the design and construction phase.
  18. Monitor market conditions for Project with subcontractors and material suppliers to (a) determine work loads, bonding capacity availability, and worker/mechanic availability; (b) develop interest in the Project and in bidding on the Work; and (c) fine tune the Project schedule.
  19. Prepare cost estimates in CSI/MASTERFORMAT 2011, and according to the CSI 50 Division classifications at the following phases of design: 100% Schematic Design, 50% Design Development, 100% Design Development,

50% Construction Documents, and 95% Construction Documents (except if Guaranteed Maximum Price has been executed in advance). Estimates prepared during the construction document phase shall be converted to the SI format and shall reflect the sequential trade packages in conformance with the bidding strategy to be adopted by BAHA.

20. Coordinate and work with the Architect and BAHA to reconcile contemporaneous cost estimates by the Architect and BAHA.
21. Prepare cash flow analyses for both the design and construction phases.
22. Submit a site use study to be used for allocation of space for storage, parking, and temporary facilities throughout all phases of construction.

B. Pre-qualification of Trade Subcontractors: The CMAR and BAHA will jointly develop pre-qualification standards for all trade contracts. The CMAR will issue RFQs and evaluate responses to establish a pool of no fewer than three pre-qualified trade subcontractors for each trade package, subject to the approval of BAHA.

C. Trade Subcontractor Bid Packages: The CMAR shall develop the logical, competitive, seamless and distinct Trade Subcontractor bid packages for all scopes of work. The CMAR shall include BAHA's standard contract and General Conditions in the bid packages. The CMAR will work on an open book basis with BAHA in establishing scopes and procuring the subcontractors

2. Construction Services:

The CMAR and its subcontractors contracted for the construction of the Project shall provide construction services from mobilization through project Final Completion. The CMAR shall coordinate and manage all construction work through subcontractors, shall furnish construction administration and management services, and shall perform the Project in an expeditious and economical manner consistent with the requirements of the Contract Documents. At a minimum, the CMAR will perform construction services congruent with those of a general contractor who submits a competitive bid with its own list of subcontractors to perform all of the construction work under a contract, including, but not limited to, construction design value engineering/integration services, construction management, contract administration, cost control, subcontractor procurement, scheduling, coordination, testing, shop drawing development, processing/review, and distribution of product warranties/related documentation, commissioning and startup, and project closeout. The CMAR may be required to build the project from the BIM model.

This project will likely be subject to a Project Labor Agreement. The selected CMAR will be expected to execute a Letter of Assent and to have all subcontractors of any tier be similarly bound for all work within the scope of the agreement by signing a Letter of Assent.

Construction services will be further defined in the RFP.

BAHA may, in its sole discretion, elect to proceed with the design and/or construction of additional work related to the BAHA Facility, such as tenant improvements. If BAHA elects to proceed with additional work, BAHA may request a proposal from the CMAR, which shall upon request provide BAHA with a detailed cost estimate of the requested work covering all requested pricing elements, and other requested items, that BAHA may either accept as presented in which case a binding contract will be formed, or may use as a basis of negotiation with the CMAR or with third parties, or both, as BAHA deems in its best interests. If BAHA does not elect to enter into Contract with the CMAR, the CMAR shall coordinate and interface with such additional Projects that may be ongoing.

#### IV. INITIAL SCOPE OF WORK FOR BAHA'S SEPARATE ARCHITECT/ENGINEER DESIGN CONTRACT

The following design services are being provided by the already-selected Architecture / Engineering (A/E) Team.

1. Budget: The A/E will be responsible for developing and delivering a design that can be built within BAHA's construction budget. BAHA has budgeted approximately \$53 Million for construction costs for this project, which excludes design fees and contingency. This includes a move-in ready condition, less furniture, fixtures, and equipment, for approximately 240,000 square feet of agency space, and warm shell condition for the remainder of the building.
2. Environmental requirements and development of documents: There is no federal funding on this project. The A/E will complete the California Environmental Quality Act (CEQA) environmental document. It is expected that the A/E will prepare and post the Notice of Completion, and submit proper documentation to the Office of Planning and Research/State Clearinghouse, as appropriate. The A/E will be responsible for completion of the final IS.
3. Hazardous materials: A validation of previous investigations of potential impacts due to the presence of hazardous materials/wastes shall be conducted and documented in a Hazardous Materials Technical Memorandum.
4. Exterior cladding: The existing exterior of the facility is painted concrete beams and short pier walls between double-paned windows with red frames. The A/E will be tasked with modifying the exterior to give the facility an improved appearance and increased interior daylighting. Enhancements using some combination of paint, storefront, curtain wall, vertical landscaping, or metal panels will be explored. Multiple concepts will be developed in the Schematic Design phase.
5. Structural retrofit: The A/E will be required to develop separate Schematic Design alternatives, currently expected to be 1) the Basic Safety Objective from ASCE 41-06 and 2) an enhanced objective of Immediate Occupancy for the 10% in 50 year earthquake. The A/E will complete the design of the selected scheme. The analysis will likely follow the non-linear static procedure, but the A/E will be responsible for determining the appropriate analysis procedure. The A/E will determine the post-retrofit failure mechanism and perform a Probable Maximum Loss (PML) evaluation.

The 1942 as-builts are missing some structural details. The structural engineering team will need to be familiar with local construction methods of the time and may be required to conduct investigations, sampling and testing to determine the as-built condition. A geotechnical feasibility letter report has been prepared. The A/E may be required to conduct its own geotechnical investigation and report, or BAHA may elect to use one of its on-call contracts.

6. Space Planning: The A/E will work with BATA, MTC, the Air District, and other public agencies to finalize the final program, stacking plan, and layout for agency space and leased space. Preliminary space programming work and design principles have been completed. The space plan will be guided by the agencies' goal of seeking cost savings and operational efficiencies through co-location at the Regional Agency Government Headquarters.
7. Interior Design: The A/E will design the approximately 240,000 square feet of agency space to be occupied by BATA, MTC, the Air District, and other public agencies to a move-in ready state. The primary use will be office space. Also included is the design of:
  - 10,000 square feet of public meeting space to be used for the agencies' governing boards and other public meetings;
  - 10,000 square feet of specialized space for the Air District that will include a laboratory, a source test section, a quality assurance section, and a clean room (for more information, visit <http://www.baaqmd.gov/Divisions/Technical-Services.aspx>); and
  - On-site parking (possibly).

The designer will be called on to incorporate features promoting interagency collaboration (such as shared resources) and healthy building atmosphere (such as day-lighting and enhanced acoustical performance). Building amenities include, but are not limited to a cafeteria, public art and library. The remaining space, which will be leased to other tenants, will be designed to a warm shell condition.

8. Lobby Remodel, Building Access and Security: The main access will be remodeled and possibly relocated to Beale or Main Streets. Building security will allow the public to access the public meeting space while maintaining a secure environment for the entire facility.
9. Electrical, HVAC, and Plumbing: The design firm will re-evaluate the condition of the existing equipment and infrastructure and determine whether to salvage or, more likely, replace. The 11-foot floor-to-floor height requires that the systems be coordinated to minimize their footprint.
10. Data Center Migration: The BAHA Facility was renovated in 2000 to add an approximately 30,000-square-foot data center / server room that includes raised floors, smoke detectors, under-floor air conditioning, FM 200 fire suppression, and backup power supply. The A/E will be tasked with accounting for the migration of the agencies' server systems, designing the network/telecom connections to the office spaces, and designing upgrades for the server room if needed. In addition, BAHA may lease surplus data center space to outside agencies

and firms; the designer must be able to account for MTC, BATA, and Air District growth and provide physical security between the agencies' server systems and those of different tenants.

11. LEED: Sustainable design is a key principle of the project. BAHA intends to reach a LEED Gold or higher under the Core and Shell program. The design team will explore sustainable ideas such as creating a zero net energy building.
12. Landscaping and Public Art: The property line extends approximately 41 feet from the northwest face of the building. The A/E will design landscaping and may be asked to incorporate spaces for public art. Horizontal, vertical and roof landscaping may also be explored.
13. Project Management Assistance: Prepare informational materials and attend scheduled meetings with the Project Manager, Core Team (MTC, BATA, and Air District staff), Executive Management team, and other advisory groups. The A/E firm may also be asked to present design progress to the BAHA board, BAHA executives, agency management and staff.

#### Additional Services

1. Furniture, Fixtures and Equipment (FFE): The A/E may be required to design or select the furniture, fixtures and equipment (FFE). The procurement of the FFE may be through the construction contract or as a separate contract that the A/E would assist in developing.
2. Public Outreach: The project is not anticipated to develop any community concerns beyond the potential for temporary construction impacts due to staging and peripheral external work. It is expected that the A/E will provide for community involvement, as appropriate.
3. Additional Scope: BAHA may require the A/E to complete additional work not listed in this Scope of Work as it relates to completing the design of the BAHA Facility renovation and retrofit to a move-in ready condition for all tenants, mentioned or not.

**APPENDIX B, QUESTIONNAIRE**

		Yes	No
	<b>Contractor will be immediately disqualified if the answer to Question #2 is “No,” except if exempt from the requirements of Question #2 for reasons explained in Question #3.</b>		
1.	Not Used	XX	XX
2.	Does Proposer have a current workers’ compensation insurance policy as required by the Labor Code or is legally self-insured pursuant to Labor Code Section 3700 et. seq.?		
3.	Is Proposer exempt from the requirement listed in question above, because it has no employees?		
	<b>Contractor will be immediately disqualified if the answer to any of Questions 4, 5, 6, or 7 is “yes.”</b>		
4.	Has Proposer’s contractor’s license been revoked at any time in the last five (5) years?		
5.	Has a surety firm completed a Contract on your firm’s behalf, or paid for completion because your firm was default terminated by the project owner within the last five (5) years?		
6.	Is your firm ineligible to bid or work on, or be awarded, a public works project pursuant to Sections 1777.1 or 1777.7 of the Labor Code?		
7.	At any time during the last five (5) years, has your firm 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?		
8.	Is your firm currently the debtor in a bankruptcy case? If “yes”, please attach a copy of the bankruptcy petition, showing the case number, and the date on which the petition was filed.		
9.	Was your firm in bankruptcy at any time during the last five (5) years? (This question refers only to a bankruptcy action that was not described in answer to question 8, above.) 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.		

		Yes	No
10.	In the last five (5) years, has your firm, or any firm with which any of your company's owners, officers or partners was associated, been debarred, disqualified, removed or otherwise prevented from bidding on, or completing, any government agency or public works project for any reason?		
11.	In the last five (5) years, has your firm been denied an award of a public works contract based on a finding by a public agency that your company was not a responsible bidder?		
12.	In the past five (5) years, has any claim against your firm by a project owner concerning your firm's work on a construction project been filed in court or arbitration? You need not include information about "pass-through" disputes in which the actual dispute is between a sub-contractor and a project owner. Also, you may omit reference to all disputes about amounts of less than \$50,000.		
13.	Has your firm or any of its owners, officers or partners 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 public agency or entity?		
14.	<b>Has your firm or any of its owners, officers or partners ever been convicted of a crime involving any federal, state, or local law related to construction?</b>		
15.	<b>Has your firm or any of its owners, officers or partners ever been convicted of a federal or state crime of fraud or theft?</b>		
16.	Has CAL/OSHA or federal OSHA cited and assessed penalties against your firm for any "serious," "willful" or "repeat" violations of its safety or health regulations in the past five (5) years? <b>NOTE: If you have filed an appeal of a citation, and the Occupational Safety and Health Appeals Board has not yet ruled on your appeal, you are not required to include information about it.</b>  If "yes," on a separate page, list any such violations, including the nature of the violation and any fines or penalties paid.		
17.	During the last five (5) years, has there been more than one occasion in which your firm was required to pay either back wages or penalties for your own firm's failure to comply with the state's prevailing wage laws? <b>NOTE: This question refers only to your own firm's violation of prevailing wage laws, not to violations of the prevailing wage laws by a subcontractor.</b>		

**APPENDIX C, CALIFORNIA LEVINE ACT STATEMENT**

California Government Code § 84308, commonly referred to as the “Levine Act,” precludes an officer of a local government agency from participating in the award of a contract if he or she receives any political contributions totaling more than \$250 in the 12 months preceding the pendency of the contract award, and for three months following the final decision, from the person or company awarded the contract. This prohibition applies to contributions to the officer, or received by the officer on behalf of any other officer, or on behalf of any candidate for office or on behalf of any committee.

MTC’s commissioners include:

Tom Azumbrado	Dorene M. Giacobini	Scott Weiner
Tom Bates	Federal D. Glover	Bijan Sartipi
Mark Green	Scott Haggerty	James P. Spering
Sam Liccardo	Anne W. Halsted	Adrienne J. Tissier
Jake Mackenzie	Steve Kinsey	Amy Rein Worth
Bill Dodd	Kevin Mullin	Dave Cortese
David Campos		

1. Have you or your company, or any agent on behalf of you or your company, made any political contributions of more than \$250 to any MTC commissioner in the 12 months preceding the date of the issuance of this request for qualifications?

YES     NO  
 If yes, please identify the commissioner: \_\_\_\_\_

2. Do you or your company, or any agency on behalf of you or your company, anticipate or plan to make any political contributions of more than \$250 to any MTC commissioners in the three months following the award of the contract?

YES     NO  
 If yes, please identify the commissioner: \_\_\_\_\_

Answering yes to either of the two questions above does not preclude BAHA from awarding a contract to your firm. It does, however, preclude the identified commissioner(s) from participating in the contract award process for this contract.

\_\_\_\_\_  
DATE

\_\_\_\_\_  
(SIGNATURE OF AUTHORIZED OFFICIAL)

\_\_\_\_\_  
(TYPE OR WRITE APPROPRIATE NAME, TITLE)

\_\_\_\_\_  
(TYPE OR WRITE NAME OF COMPANY)

**APPENDIX D, BAHA PROFESSIONAL SERVICES CONTRACT**

Please visit <http://procurements.mtc.ca.gov/> to download and/or view Appendix D.

**APPENDIX D-1, INSURANCE PROVISIONS DOCUMENT**

The insurance requirements specified in this section shall cover Contractor’s own liability and the liability arising out of work or services performed under the contract by any subconsultants, subcontractors, suppliers, temporary workers, independent contractors, leased employees, or any other persons, firms or corporations that Contractor authorizes to work under the contract (hereinafter referred to as “Agents.”) Contractor shall, at its own expense, obtain and maintain in effect at all times during the life of this Agreement the following types of insurance against claims, damages and losses due to injuries to persons or damage to property or other losses that may arise in connection with the performance of work under the contract.

Contractor is also required to assess the risks associated with work to be performed by Agents under subcontract and to include in every subcontract the requirement that the Agent maintain adequate insurance coverage with appropriate limits and endorsements to cover such risks; the limit for the commercial general liability insurance in each subcontract shall not be less than \$1 million. To the extent that an Agent does not procure and maintain such insurance coverage, Contractor shall be responsible for said coverage and assume any and all costs and expenses that may be incurred in securing said coverage or in fulfilling Contractor’s indemnity obligation as to itself or any of its Agents in the absence of coverage. In the event Contractor or its Agents procure excess or umbrella coverage to maintain certain requirements outlined below, these policies shall also satisfy all specified endorsements and stipulations, including provisions that the Contractor’s insurance be primary without right of contribution from BAHA. Prior to beginning work under this contract, Contractor shall provide BAHA with satisfactory evidence of compliance with the insurance requirements of this section.

Yes (√)	<b>Please certify by checking the boxes at left that required coverages will be provided within five (5) days of BAHA’s notice to firm that it is the successful proposer.</b>
—	<u>Workers' Compensation Insurance</u> in the amount required by the applicable laws, and Employer’s Liability insurance with a limit of not less than \$5,000,000 per employee and \$5,000,000 per accident, and any and all other coverage of CONTRACTOR’s employees as may be required by applicable law. Such policy shall contain a Waiver of Subrogation in favor of BAHA.
—	<u>Commercial General Liability Insurance</u> for Bodily Injury and Property Damage liability, covering the operations of CONTRACTOR and CONTRACTOR’s officers, agents, and employees and with limits of liability which shall not be less than \$15,000,000 combined single limit per occurrence with a general aggregate liability of not less than \$15,000,000, and Personal & Advertising Injury liability with a limit of not less than \$15,000,000. BAHA, those entities named as additional insured in Part 3 of Attachment D (if any), and their commissioners, directors, officers, representatives, agents and employees are to be named as additional insureds (“Additional Insureds”). Such insurance shall be primary as respects any claims, losses or liability arising directly or indirectly from CONTRACTOR’s operations. Such policy shall contain a Waiver of Subrogation in favor of the Additional Insureds.

<p>—</p>	<p><u>Business Automobile Insurance</u> for all automobiles owned, used or maintained by CONTRACTOR and CONTRACTOR’s officers, agents and employees, including but not limited to owned, leased, non-owned and hired automobiles, with limits of liability which shall not be less than \$5,000,000 combined single limit per accident.</p>
<p>—</p>	<p><u>Errors and Omissions Professional Liability Insurance</u> for errors and omissions and the resulting damages, including, but not limited to, economic loss to BAHA and having minimum limits of \$5,000,000 per claim.</p> <p>The policy shall provide coverage for all work performed by the CONTRACTOR and any work performed or conducted by any subcontractor/CONTRACTOR working for or performing services on behalf of the CONTRACTOR. No contract or agreement between the CONTRACTOR and any subcontractor/CONTRACTOR shall relieve the CONTRACTOR of the responsibility for providing this Errors &amp; Omissions or Professional Liability coverage for all work performed by the CONTRACTOR and any subcontractor/CONTRACTOR working on behalf of the CONTRACTOR on the project.</p>
<p>—</p>	<p><u>Property Insurance.</u> Property Insurance covering CONTRACTOR's own business personal property, tools, equipment, and other property to be used in performance of this Agreement and not intended to become a permanent part of the structure. Coverage shall be written on a “Special Form” that includes theft, but excludes earthquake, with limits at least equal to the replacement cost of the property. Such policy shall contain a Waiver of Subrogation in favor of BAHA.</p>
<p>—</p>	<p><u>Employee Dishonesty/Crime Insurance.</u> An Employee Theft insurance policy covering CONTRACTOR’s employees for loss of or damage to money, securities or other property resulting from theft. The following limits of liability should apply:</p> <p>(a) Employee Dishonesty - \$250,000; and (b) Client Property Blanket Bond - \$250,000.</p> <p>CONTRACTOR shall reimburse BAHA for any and all losses within the deductible and for insured losses, the cost to prove the loss, accountants' fees, defense costs including attorneys and any other fees associated with a claim. In lieu of a Client Property Blanket Bond, the policy shall contain a Joint Loss Payee endorsement or other Third Party coverage naming BAHA.</p>
<p>—</p>	<p><u>Contractors’ Pollution Liability Insurance.</u> Contractors’ Pollution Liability insurance for bodily injury and property damage coverage with a combined single limit for bodily injury and property damage of at least \$5,000,000 per occurrence</p>

or claim and a general aggregate limit of at least \$5,000,000. This insurance shall include coverage for, but not be limited to sudden and accidental discharges; gradual discharges, clean-up of pollutants and disposal thereof; and, mold, asbestos or lead, if an abatement contract. If CONTRACTOR disposes of Hazardous Materials under this Agreement, CONTRACTOR shall designate the disposal site and provide a certificate of insurance from the disposal facility to BAHA. The Additional Insureds identified in Section 1.A (ii) of this Attachment E are to be named as additional insureds. Such insurance shall be primary as respects any claims, losses or liability arising directly or indirectly from CONTRACTOR's operations.

CONTRACTOR's Business Automobile Liability coverage shall also be extended to cover pollution liability during loading; unloading and while in transit including, but not limited to, the perils of collision and upset. Coverage may be provided by endorsement to the general liability and automobile policies or by a separate policy.

Acceptable Insurers. All policies will be issued by insurers acceptable to BAHA, generally with a Best's Rating of A-VIII or better.

Self-Insurance. CONTRACTOR's obligation hereunder may be satisfied in whole or in part by adequately funded self-insurance, upon evidence of financial capacity satisfactory to BAHA.

Deductibles and Retentions. CONTRACTOR shall be responsible for payment of any deductible or retention on CONTRACTOR's policies without right of contribution from BAHA. Deductible and retention provisions shall not contain any restrictions as to how or by whom the deductible or retention is paid. Any deductible or retention provision limiting payment to the Named Insured is unacceptable.

In the event that BAHA seeks coverage as an additional insured under any CONTRACTOR insurance policy that contains a deductible or self-insured retention, CONTRACTOR shall satisfy such deductible or self-insured retention to the extent of loss covered by such policy, for any lawsuit arising from or connected with any alleged act of CONTRACTOR, subconsultant, subcontractor, or any of their employees, officers or directors, even if CONTRACTOR or subconsultant is not a named defendant in the lawsuit.

Claims Made Coverage. If any insurance specified above is written on a "Claims-Made" (rather than an "occurrence") basis, then in addition to the coverage requirements above, then CONTRACTOR shall:

- (1) Ensure that the Retroactive Date is shown on the policy, and such date must be before the date of this Agreement or the beginning of any work under this Agreement;
- (2) Maintain and provide evidence of similar insurance for at least three (3) years following project completion, including the requirement of adding all additional insureds; and
- (3) If coverage is cancelled or non-renewed, and not replaced with another claims made policy form with a Retroactive Date prior to the Agreement effective date, CONTRACTOR

shall purchase “extended reporting” coverage for a minimum of three (3) years after completion of work.

Failure to Maintain Insurance. All insurance specified above shall remain in force until all work or services to be performed are satisfactorily completed, all of CONTRACTOR’s personnel, subcontractors, and equipment have been removed from BAHA’s property, and the work or services have been formally accepted. CONTRACTOR must notify BAHA if any of the above required coverages are non-renewed or cancelled for any reason. The failure to procure or maintain required insurance and/or an adequately funded self-insurance program will constitute a material breach of this Agreement.

Certificates of Insurance. Prior to commencement of any work hereunder, CONTRACTOR shall deliver to BAHA Certificates of Insurance verifying the aforementioned coverages. Such certificates shall make reference to all provisions and endorsements referred to above and shall be signed on behalf of the insurer by an authorized representative thereof.

Disclaimer. The foregoing requirements as to the types and limits of insurance coverage to be maintained by CONTRACTOR are not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by CONTRACTOR pursuant hereto, including, but not limited to, liability assumed pursuant to Article 9 of this Agreement.

**By signing below, you acknowledge and agree to provide the required certificate of insurance providing verification of the minimum insurance requirements listed above within five (5) days of BAHA’s notice to firm that it is the successful proposer in response to the RFP issued as a result of this RFQ.**

Representative Name and Title	
Name of Authorizing Official	
Authorized Signature	
Date	

**NOTE: If you were unable to check “Yes” for any of the required minimum insurance coverages listed above, a request for exception to the appropriate insurance requirement(s) must be brought to BAHA’s attention no later than the date for protesting RFQ provisions. If such objections are not brought to BAHA’s attention consistent with the protest provisions of this RFQ, compliance with the insurance requirements will be assumed.**

**APPENDIX E, IRAN CONTRACTING ACT**  
**(Public Contract Code sections 2202-2208)**

Prior to bidding on, submitting a proposal or executing a contract or renewal for a BAHA contract for goods or services of \$1,000,000 or more, a Proposer must either: a) certify it is not on the current list of persons engaged in investment activities in Iran created by the California Department of General Services (“DGS”) pursuant to Public Contract Code section 2203(b) and is not a financial institution extending twenty million dollars (\$20,000,000) or more in credit to another person, for 45 days or more, if that other person will use the credit to provide goods or services in the energy sector in Iran and is identified on the current list of persons engaged in investment activities in Iran created by DGS; or b) demonstrate it has been exempted from the certification requirement for that solicitation or contract pursuant to Public Contract Code section 2203(c) or (d).

To comply with this requirement, please insert your Proposer or financial institution name and Federal ID Number (if available) and complete one of the options below. Please note: California law establishes penalties for providing false certifications, including civil penalties equal to the greater of \$250,000 or twice the amount of the contract for which the false certification was made; contract termination; and three-year ineligibility to bid on contracts. (Public Contract Code section 2205.)

**OPTION #1 - CERTIFICATION**

I, the official named below, certify I am duly authorized to execute this certification on behalf of the vendor/financial institution identified below, and the vendor/financial institution identified below is not on the current list of persons engaged in investment activities in Iran created by DGS and is not a financial institution extending twenty million dollars (\$20,000,000) or more in credit to another person/vendor, for 45 days or more, if that other person/vendor will use the credit to provide goods or services in the energy sector in Iran and is identified on the current list of persons engaged in investment activities in Iran created by DGS.

<i>Proposer Name/Financial Institution (Printed)</i>		<i>Federal ID Number (or n/a)</i>
<i>By (Authorized Signature)</i>		
<i>Printed Name and Title of Person Signing</i>		
<i>Date Executed</i>	<i>Executed in</i>	

**OPTION #2 – EXEMPTION**

Pursuant to Public Contract Code sections 2203(c) and (d), a public entity may permit a Proposer/financial institution engaged in investment activities in Iran, on a case-by-case basis, to be eligible for, or to bid on, submit a proposal for, or enters into or renews, a contract for goods and services.

If you have obtained an exemption from the certification requirement under the Iran Contracting Act, please fill out the information below, and attach documentation demonstrating the exemption approval.

<i>Proposer Name/Financial Institution (Printed)</i>	<i>Federal ID Number (or N/A)</i>
<i>By (Authorized Signature)</i>	
<i>Printed Name and Title of Person Signing</i>	<i>Date Executed</i>

## APPENDIX F, CMAR'S SAFETY OPERATING PROFILE

A. Provide Proposer's interstate Experience Modification Rate (EMR) for the past three years (2009, 2010, 2011):

- If Proposer does not have three years of rates, explain why and provide most recent rates.
- For an EMR greater than 1.00, provide a written explanation of the safety methods implemented to reduce Proposer's EMR.
- If Proposer's EMR is 1.00, explain if Proposer is too small or too new to have an EMR.

Proposers are required to provide documentation for the above information. Any of the following methods are acceptable:

- Furnish a letter from your insurance agent, insurance carrier, or state fund (on their letterhead) verifying the EMR data listed above; or
- Furnish copies of the last three year's Experience Rating Calculation Sheets which your insurance carrier should forward to you annually; or
- Furnish a copy of the page from each of your last three year's insurance policies showing the modification rate and the coverage period.

B. Provide a copy of Proposer's IRS Form W-9

C. Provide Proposer's OSHA 200/300 Log for the past three years (2009, 2010, 2011). Using log, provide Proposer's Incidence Rate (IR) for the three years of available data. If OSHA 200/300 Logs are not maintained, please provide an explanation.

IR for total recordable cases = 
$$\frac{(\text{Number of recordable incidents}) \times 200,000}{(\text{Total hours worked by all employees during the calendar year})}$$