

Request for Qualifications (RFQ)
For Design-Build Services for the City of Coronado’s
Golf Course Water Recycling and Turf Care Facility Project
January 21, 2021

With this Request for Qualifications (RFQ), the City of Coronado (City), in accordance with Public Contract Code 22160 et seq, invites you to submit your Statement of Qualifications (SOQ) detailing your Design-Build (D-B) Team’s capability and experience to provide Design-Build services for the design and construction of the City’s Golf Course Water Recycling and Turf Care Facility Project (“SWRF” and Turf or “the Project”) described in Attachment A. Your SOQ must include all information requested in Section 4 of this RFQ.

OWNER:

The City of Coronado; 1825 Strand Way, Coronado, CA 92118

PARTNERS AND STAKEHOLDERS:

The Project is being undertaken by the City with Agreements with the California American Water Company (CAW), the water purveyor to the City.

Project Stakeholders include but are not necessarily limited to the following:

- California American Water Company;
- METRO Wastewater JPA; and
- San Diego Unified Port District.

PROJECT LOCATION:

The Project is located in the City of Coronado in the northwestern portion of San Diego Bay directly across from downtown San Diego. The Project will be constructed primarily on the Coronado Municipal Golf Course (Golf Course), property owned by the San Diego Unified Port District and streets throughout the north portion of Coronado Island. The wastewater diversion and delivery facilities will be largely constructed within the jurisdiction of the City through public right-of-way and easements that will be in place at the time of construction of the Project. Recycled water distribution facilities will be provided to convey recycled wastewater from the Satellite Water Recycling Facility (SWRF) to supply tertiary irrigation water to the Coronado Municipal Golf Course, Tidelands and Spreckels Parks and the medians in Orange Avenue between First Street and R. H. Dana Place/Adella Avenue.

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SUBMITTALS:

The SOQ shall be submitted to:

City of Coronado
Attention: Jim Newton, P.E.
1825 Strand Way
Coronado, CA 92118

COMMUNICATIONS DURING RFQ PROCESS

All communications related to this RFQ process shall be directed to James Brezack, the City’s Designated Contact, at jbrezack@brezack.com 925. 478.8520.

In person meetings will be subject to County COVID-19 orders.

SOQ DUE DATE AND TIME:

Submitter’s SOQ shall be submitted no later than 3:00 p.m. Thursday, February 25, 2021.

Your SOQ must be submitted pursuant to the instructions herein. It is the Submitter’s sole responsibility to ensure that the SOQ is delivered in the manner required by this RFQ by the Due Date and Time. The City has the right to reject any SOQ not properly or timely delivered. The City reserves the sole right, without incurring any liability, to change any aspect of the procurement process, including the right not to proceed with the procurement and/or to proceed in a different manner or on a different timeline than described herein or to waive, or not waive, any minimum qualifications or irregularity.



City of Coronado;
Ed Walton, City Engineer
Public Services and Engineering Department

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SECTION 1 OWNER DESCRIPTION

1.1 General

The City will be the contracting party.

1.2 Funding/Authority

The Project will be paid for by the City (with some funding provided by CAW to the City via a reimbursement agreement). Capital for the Project will likely include a combination of sources such as existing City reserves, and potentially IBank loans.

SECTION 2 OVERVIEW OF PROJECT

2.1 General

This RFQ is the first step in a two-step procurement process that the City is undertaking to select a Design-Build Team that the City will contract to design and construct the Project on the Coronado Municipal Golf Course and in other areas of the City of Coronado located in San Diego County. The RFQ will serve as a prequalification process. The second step includes issuance of a Request for Proposals (RFP) including the request for firm pricing for design and construction services. The City will provide an RFP to a shortlist of not more than three (3) prequalified Design-Build Teams submitting SOQ's.

A traditional Design-Build approach is being used for the procurement process for the Project. The draft contract is being developed pursuant to the outline format developed by the Design-Builders Association of America. A Guaranteed Maximum Price will be due from the proposers as a part of their proposal. Payment provisions will be included in the next phase of procurement.

Environmental review of the Project under the California Environmental Quality Act (CEQA) has been completed with the City as lead agency. A Mitigated Negative Declaration (MND) was adopted by the City in November 2020. The selected Design-Builder will be responsible for implementing and adhering to the mitigation measures in the MND.

The Project consists of the design and construction of one or more wastewater diversion manhole, piping and pump stations, wastewater conveyance pump station and pipeline(s), a satellite water recycling facility (SWRF) including reverse osmosis (RO) purification for a portion of the total output from the SWRF, recycled water storage pond(s), access road, a waste return sewer pipeline, associated civil, mechanical, structural, electrical and instrumentation facilities, Turf Care Facility, and modification of the Golf Course

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design as included in the conceptual grading and redesign plan for Golf Course Holes 1 through 4. Also included in the Project are: i) recycled water pumping and distribution system pipelines in City streets, ii) a new comprehensive Golf Course irrigation & control system, and iii) modification of the Orange Avenue medians and Spreckels parks irrigation systems for recycled water use.

Wastewater will be conveyed to the Golf Course SWRF, treated to produce Titles 22 and 17 of the California code of Regulations compliant recycled water for irrigating the Golf Course and off-site parks, and wasted process solids and reverse osmosis reject returned back to the sewer. The waste pipeline and wastewater diversion pipelines may be constructed in a single trench where feasible. The Project will deliver recycled water to storage pond(s) located on the Golf Course from where it will be distributed to the golf course and off-site irrigation systems. The design and construction of the storage pond, modifications to golf holes, irrigation pump station and the irrigation system replacement on the golf course are included in the Project. The Project will include demolition of an existing golf course maintenance structure (adjacent to Glorietta Boulevard and Hole number 6) and construction of a new Turf Care facility adjacent to the SWRF. The Project will include the design and construction/renovation of the irrigation facilities located in Spreckels Parks and the medians in Orange Avenue (between First Street and R. H. Dana Place/Adella Avenue).

The Project will also include development of a coastal vista located near an existing pocket beach along the coastline of San Diego Bay near the number 2 green. The coastal vista would provide passive recreational opportunities for the public.

2.2 Project Objectives

The primary objectives for the Project are to provide a reliable and sustainable non-potable irrigation water supply to the City's Golf Course and greenspaces and to develop a Turf Care Facility that will meet operational needs of the City. Other objectives of the Project include the following:

- Provide a sustainable, reliable, drought-proof water supply of suitable agronomic quality
- Layout, elevations and massing of structures in a manner that produces the minimum visual impacts as observed from Glorietta Boulevard, the Silver Strand Bicycle/pedestrian path, and from other key viewing perspectives identified by the City
- Preserve and enhance the City's green landscapes in a sustainable manner
- Provide recycled water that is safe for people and the environment at unrestricted access locations
- Improve the design and playing characteristics of the Golf Course
- Replace the existing maintenance facility with a new Turf Care Facility that allows for more modernized abilities and operations at the Golf Course
- Co-locate a new Satellite Water Recycling Facility & Turf Care Facility for efficiency of design

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and construction activities

- Adjust golf hole designs where necessary to accommodate and conceal the SWRF & Turf Care Facility
- Construct a coastal vista located along the coastline of San Diego Bay
- Identify and design mitigation of potential negative effects to the environment in accordance with the adopted Mitigated Negative Declaration document for the Project
- Meet the City’s Project objectives in an efficient, cost effective manner

2.3 Scope of Work

The Project consists of the following major components. Preliminary concepts are provided for the Submitter to understand the nature of the Project in order to assemble a well-qualified team. Additional scope of work information is provided in Exhibit A. The information provided at this time is subject to change at the discretion of the City:

- A complete Membrane Bioreactor (MBR) Reverse Osmosis wastewater reclamation facility with ultraviolet disinfection sized to provide a peak supply of 1.0 MGD of Titles 22 and Title 17 compliant recycled water for irrigation of unrestricted access parks, median and golf course irrigation to be constructed at a pre-selected location on the City golf course with waste process solids and RO reject being returned to the sewer system. The SWRF and Turf Facility are currently planned to be co-located at a single complex;
- A wastewater diversion and delivery system consisting of a diversion structure, pump station and force main pipeline delivering wastewater from the diversion point(s) to the MBR treatment facility;
- SWRF and Turf Care Complex: accommodating office and employee facilities, mechanics workshop and equipment storage area, a fuel island, equipment cleaning area, an irrigation pump station, and covered/secured storage for pesticides, fertilizers, and application equipment with spill/leak containment;
- Tear down and remove the existing maintenance facility structure following the City staff full occupancy of the new facilities;
- Recycled water storage consisting of up to 3 acres of pond(s) for reclaimed water storage;
- Access Roadways;
- Contingency irrigation water supply in the event the source sanitary sewer influent is disrupted;
- Separate Golf Course and Off-Site Irrigation Water pumping stations;
- Golf Course purple pipe reclaimed water irrigation system for entire golf course capable of irrigating the entire golf course automatically in a 6 to 8-hour period;
- Replacement irrigation control systems for golf course, Orange Avenue Median and Spreckels

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park ;

- Off-Site (i.e., off golf course) purple pipe reclaimed water distribution system owned by CAW;
- Renovation of Spreckels Park and Orange Avenue Median existing irrigation systems for recycled water use;
- Design and permitting for all facilities;
- Golf Course conceptual redesign and implementation for holes 1-4;
- Coastal vista on San Diego Bay.

The redesign of holes 1 through 4 includes some relocating and rebuilding to accommodate the addition of the SWRF and Turf Care complex. Additional design improvements may be proposed and added by the Design-Builder.

The Design-Builder will train City operators on the operations and maintenance of the Project upon completion commencing with facility testing, performance verification and startup, and will be responsible for complying with the necessary permits. Operation of the SWRF would be short-term for a performance verification/documentation term of 12 months after completion of project start-up and acceptance testing (the City has not yet determined whether long-term operation of the facility will be by City staff or via contract with a private firm).

Prior to the start of construction, the City will obtain property, easements, leases, and encroachment permits necessary for the Project. The City will obtain regulatory and operating permits with the support and assistance of its consultant and the Design-Build Team. The City will continue public outreach during the design-build solicitation and throughout the Project with the support and assistance of its consultant and the Design-Build Team as needed.

2.4 Estimated Budget

The estimated budget for the design and construction of the Project facilities referenced in Section 2.3 and as further set forth in the Exhibit A Preliminary Scope of Work is currently between \$20 and \$25 million.

2.5 Project Procurement Schedule

The following is the tentative Project Procurement Schedule.

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DATE	ACTIVITY
January 21, 2021	Issue RFQ
February 4, 2021	Last Date to Submit Questions Regarding the RFQ
February 25, 2021	SOQ Due to the City
March 18, 2021	Notification of Short-Listed Submitters
TENTATIVE KEY DATES RELATED TO REQUEST FOR PROPOSALS¹	
March 25, 2021	Issue RFP
April 15-16, 2021	Round 1 of Proprietary Meetings; includes site walk
May 4-5, 2021	Round 2 of Proprietary Meetings
May 20, 2021	Proposals Due to the City
June 21 – June 24, 2020	Interviews with selected Proposers
July 20, 2021	City Council Approve Design Builder Selection and authorize negotiations
August 5, 2021	Contract Negotiations and Execution

2.6 Definitions

All terms included in this definition section are capitalized in the text of this RFQ.

Business Day: Any day that the City is open for regularly conducted business.

Design-Builder: The entity with the prime design-build contract with the City.

Design-Build Team: All entities listed by the Prime Proposer as providing services or construction on the Project. The Design-Builder is not required to list all members of the Design-Build Team in the SOQ, with the exception of the team members listed in 5.3.1.

Design-Build Team Member: Examples include but are not limited to: Civil Engineer, Treatment Plant Contractor, Golf Course Architect and Golf Course Builder, Golf Course Irrigation Designer and

¹ These dates are general target dates for informational purposes; exact dates will be specified in the RFP

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Installation Contractor, the Pond Designer and Contractor. Members of the Design-Build Team may also be referred to as “Team Members.” It is the goal of this procurement to obtain a Design Builder that can perform as an “Integrated Design-Build Team” using specialists for the design, construction, startup and operation of the Project.

Design Excellence: Design Excellence is achieved with memorable design solutions that exceed the City’s vision and defined functional requirements; include state of the art structures, facilities, and control systems that are high performance and sustainable; and possess a holistic awareness that considers context, site, and the environment.

Key Team Member(s): Individuals from the Design-Build Team who will be assigned to the Project to play important roles in each specialized area of the design, construction, start-up operations or management of the SWRF (including associated diversion infrastructure), Turf Care Facilities, Golf Course, Pond and Irrigation System components of the Project.

Prime Proposer: The lead member of a Design Build Team (as further specified in Section 3.1.2 and sometimes referred to herein as “Submitter”) submitting a proposal; the selected Prime Proposer shall become the Design-Builder.

Procurement: The City’s process for selecting a Design-Build Team for this Project.

Procurement Documents: All documents issued by the City and provided by the Design-Build Teams in connection with Procurement for the Project.

Projects of Similar Capacity, Size, Scope, Complexity and Budget: Projects that had completion dates within (or in the context of operating experience, projects that have been operated within) the last three years and that have many or all of the following characteristics:

- a. Projects of a similar capacity, size, scope, complexity and budget that include design, and construction of similarly sized MBR and RO wastewater recycling, golf course or similar vehicle maintenance facilities, golf course irrigation systems and golf course design and construction within the last three years;
- b. Projects that include design, and construction experience with pipelines of a similar length, similar construction techniques in a similar community and in similar traffic conditions.

Proposer: A Shortlisted Design-Build Team that is invited by the City to submit a proposal in response to the RFP.

Proprietary Meetings: The confidential meeting(s) conducted individually between the City and a prospective Design-Builder after the issuance of the RFP. All Proprietary Meetings will be conducted pursuant to the instructions in the RFP.

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RFP: The City’s Request for Proposals, which will be issued to those Short-Listed SOQ Submitters who are selected by the City to proceed to the next phase of this Procurement.

Short List: The limited field of at most three (3) of the most highly qualified SOQ Submitters that have been selected by the City to receive an RFP.

Submitter: A Design-Build Team that submits a Statement of Qualifications pursuant to the requirements of this RFQ.

SECTION 3 PROCUREMENT PROCESS

3.1 General Information

3.1.1 Design-Build Contract and Designated Individual

It is the City’s intent to issue one Design-Build contract for the Project Scope of Work. The Design Builder shall be responsible for all Design-Build services for the Project either directly with its own forces or through subcontracts with other firms.

The Design Builder will designate an individual who shall have full project management and administration responsibility for the Project and who shall be the Design-Builder’s single point of contact with the City.

3.1.2 Types of Design-Build Entities

The Design-Builder selected by the City shall be one of the following:

- **Constructor Led:** Under this Design-Build format, the Prime Proposer shall be a Class 'A' General Engineering Contractor which retains the services of other contractors as may be needed, an engineering firm to perform necessary design services and/or an operations firm for start-up and post-start-up performance documentation term of 12 months.
- **Engineer Led:** Under this Design-Build format, the Prime Proposer is an engineering firm which retains the services of other engineering firms as may be necessary, a Class 'A' General Engineering Contractor or Contractors to perform the necessary construction work and/or an operations firm for start-up and post-start-up operations.
- **Partnership/Joint Venture:** Under this format, separate entities of Designer or Constructor form a partnership, or a joint venture and the combined entity is the Prime Proposer. The Prime Proposer may directly undertake construction, engineering and operations services or may subcontract to do so (including subcontracts with the members of the partnership / joint venture).
- **Integrated Design-Builder:** Under this format, one firm is licensed to perform all key aspects of

the Design-Build services and the engineering, construction and operation expertise is already contained within the firm's organizational structure; it is the Prime Proposer.

3.1.3 Compliance with Legal Requirements

This Procurement will be in accordance with all applicable federal, state, and local laws.

3.1.4 Conflict of Interest and Communications with the City and Others

- a. Consultants, sole proprietorships, and individuals who are currently under contract to support the City during the project development, planning, environment analysis, RFQ/RFP preparations and members of the City may not propose or participate on any Design-Build Team on this Project.
- b. All communications related to this Project shall be directed to James Brezack, the City's Designated Contact, at jbrezack@brezack.com or 925.478.8520. In the interest of effective communication and overall efficiency, please refrain from contacting the general public, the news media, partners, stakeholders or other parties associated with this Project. The Designated Contact will receive and respond to all inquiries and/or make arrangements for discussions with the general public, the news media, City partners, stakeholders or other parties associated with this Project.
- c. Except for communications expressly permitted by this RFQ, the Designated Contact, or a representative hereafter designated in writing by the City, is the City's single contact and source of information for this Procurement. Contact includes any oral, e-mail or written communication.
- d. After submittal of SOQs, neither the Submitter nor any of its team members may communicate with another Submitter or members of another Submitter's team with regard to the Project or the SOQs. This prohibition does not apply to Submitter communication with an entity such as a subcontractor that is on both its team and another Submitter's team (to the extent permitted under the conflict of interest policy referenced in Section 3.1.6), provided that the entity shall not act as a conduit of information between the two Submitters.
- e. Unless otherwise specifically noted in this RFQ or authorized by the Designated Contact, all Submitter communication with the City will be between the Submitter's designated representative (Submitter Representative) and the City's Designated Contact. All such communication must be in writing (by U. S. Postal Service (mail); e-mail; and/or other delivery services (Federal Express, UPS or similar).
- f. If necessary, the Designated Contact will contact a Submitter via email through the Submitter Representative.
- g. Commencing with the City's release of this RFQ and continuing until the earliest of (1) execution and delivery of the Design-Build Contract, (2) the City's rejection of all Proposals or (3)

cancellation of the Project Procurement, neither the Submitter nor its agents may have communications with City officials, City employees, members of the proposal evaluation team or any other person involved, directly or indirectly in evaluating the Proposals, except for communications expressly permitted in this RFQ or through the process identified above. The foregoing restriction shall not, however, preclude or restrict communications regarding matters unrelated to the Project or from participating in public meetings or any public or City workshops related to the Project. The City may, in its sole discretion, disqualify any Submitter engaging in such prohibited communications.

- h. Any contact by a Submitter determined to be improper may result in disqualification of the Submitter.
- i. The City will not be responsible for or bound by (1) any oral communication or (2) any other information or contact that occurs outside the official communication process specified herein, unless confirmed in writing by the Designated Contact.
- j. If a Submitter has meetings or discussions regarding this Procurement with agencies other than the City, the Submitter shall be responsible for verifying with the City's Designated Contact any Project-related information it so receives.
- k. To the extent any Submitter desires at any time to initiate or respond to any contact with the general public, the news media, partners, stakeholders, or other parties associated with this Project, the nature of such intended contact and the substance thereof must be approved in writing by the City prior to the commencement of such activities.

3.1.5 Expenses of Submitter

The City accepts no liability for the costs and expenses incurred by Submitters in responding to this RFQ or any aspect of the overall procurement. Each Submitter that enters into the Procurement process shall prepare the required materials including but not limited to the SOQ, the Proposal, the confidential meetings and all onsite visits at its own expense and with the express understanding that the Submitter cannot make any claims whatsoever for reimbursement from the City for any of the costs and expenses associated with the process, even in the event the City cancels this Project or rejects all Proposals.

3.1.6 Conflicts of Interest

The City has developed and adopted by resolution an Organizational Conflict of Interest (COI) policy for Design-Build projects that will be in effect throughout this Procurement. A copy of the COI policy is enclosed as Exhibit B to this RFQ.

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The Submitter, Design-Build Team, Major Participants, Key Subcontractors and other subconsultants and subcontractors, and employees of such entities must conform to the City’s conflict of interest rules and regulations as well as the California Political Reform Act, Government Code § 81000 et seq., Government Code § 1090 et seq., and any other applicable law.

The Submitter must complete the Disclosure of Potential Conflict of Interest Statement (Disclosure Statement) included in Exhibit B and provide it as part of its SOQ submittal.

3.1.7 Ineligible Firms

City has worked with the certain firms to provide guidance and assistance in connection with this Procurement, including but not limited to the following: Brezack & Associates Planning, Irrigation & Turfgrass Services, Atkinson Design Group, and Staples Golf . As such, those firms are not eligible to submit a SOQ or to act as a member of any Design-Build Team. This list is subject to the City’s update by Addenda.

3.1.8 Disclosure of Public Records

Documents and submittals provided to the City that are needed by other public agencies for public purposes will be shared with those public agencies by the City. Documents are subject to public disclosure only after contract negotiations for this Procurement are complete. If Submitter claims proprietary or confidential information that is exempt from disclosure, City’s Legal team must review and make a formal determination.

The City may also share the documents and submittals with its consultants, lenders and similar entities with whom the City is working to implement the Project or for any other reason deemed appropriate by the City.

Submitters recognize and agree that the City will not be responsible or liable in any way for any losses or damages in any form that the Submitter may suffer from the lawful disclosure of information or materials to third parties.

3.2 Owner Rights and Procurement Conditions

3.2.1 Special Conditions

All Statements of Qualifications submitted in response to this Request for Qualifications become the property of the City. The City reserves the right to request additional information or clarification from the Submitters throughout the evaluation process.

The City will make no determination as to the adequacy of any system, process, procedure, or representation made by Submitter. As such, the Submitter’s qualification does not infer approval of any

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such systems, processes, procedures, or representations by the City. Specific requirements desired by the City will be defined in a subsequent Request for Proposals issued to the selected short-listed Design-Build Teams whose proposals will be evaluated for final selection.

3.2.2 The City reserves without limitation, and may exercise at its sole discretion, the following rights and conditions with regard to this Procurement process:

- a. To cancel the Procurement process and reject any and all SOQs and/or Proposals;
- b. To waive or not waive any informality or irregularity;
- c. To revise the Procurement Documents and Schedule by Addenda;
- d. To reject any submission by any Submitter that the City determines is an incomplete or inadequate response or is not responsive to the requirements of this RFQ, addenda or subsequent RFP;
- e. To require confirmation of information furnished by a Submitter, require additional information from a Submitter concerning its SOQ or Proposal and require additional evidence of qualifications to perform the work described in this RFQ, addenda or subsequent RFP;
- f. To provide clarifications or conduct discussions, at any time, with one or more Submitters;
- g. To contact references who are listed in the Submitter’s SOQs and investigate statements in the SOQs and/or qualification of the Submitter and any firms or individuals identified in the SOQ;
- h. To take any action affecting the RFQ process, the RFP process, or the Project that is determined to be in the City’s best interests; and
- i. Approve or disapprove of the use of particular Subconsultants, Subcontractors, or Key Team Members and/or substitutions and/or changes to Subconsultants, Subcontractors, or Key Team Members from those identified in the SOQ or Proposal. Such approval or disapproval will not be unreasonably exercised.

3.3 Outline of the Procurement Process

3.3.1 Request for Qualifications (RFQ)

- a. This RFQ invites firms to submit SOQs describing in detail their technical, managerial, and financial qualifications, capabilities and experience and that of their key personnel and subconsultants to design, permit, construct, commission, operate and close out the Project along with their general approach to the Project and approach to working with the City.
- b. The City will evaluate the information submitted by each Submitter to 1) determine whether the Submitter meets the City’s mandatory minimum requirements for the Project and 2) evaluate the

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SOQ provided by each Submitter pursuant to the evaluation system described below. Any Submitter who fails to meet the City's mandatory minimum requirements set forth in this RFQ and Addenda will be deemed non-responsive and will not be considered further by the City during this Procurement.

- c. No more than three (3) Design Build Teams determined by the City to be the best qualified of the SOQs received will be selected by the City as Short-Listed Submitters (and shall be identified as Proposers). Only those teams that the City has short-listed will be invited by the City to submit a Proposal in response to a future RFP.
- d. The results of the SOQ evaluations will be carried forward and included by the City in the final evaluation of the proposal and selection of the Design-Builder.
- e. Qualifications of Design-Build Team Members and individual Key Team Members will be used as a basis for the City's selection of Short-Listed Teams. Once shortlisted, neither the Submitter nor its Team Members that are included in the SOQ or Proposal may substitute a listed consultant, subconsultant or subcontractor, or any individual listed as a Key Team Member. A change to any submitted Team Member or Key Team Member may be cause for a re-evaluation and may result in a change to the evaluation and ranking of the Submitter by the City.

3.3.2 Evaluation and Ranking of SOQ Submitter

In its evaluation and ranking of Submitters, the City will consider the information submitted in the SOQ. The result of the evaluation will be based on a comparative ranking of Submitters SOQ.

For the purpose of selecting and evaluating Submitters, the City will make use of the following evaluation criteria which will be given the following relative weights:

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Criteria Item	SOQ Reference	Evaluation Criteria	Total Score: 270 Points
1	5.1	Cover Letter (Information Only)	0 Points
2	5.2	Minimum Qualifications	Pass / Fail
3	5.3.1	Team Makeup and Organization	15 Points
4	5.3.1	SWRF with project odor control and Titles 22 & 17 irrigation systems	20 Points
5	5.3.1	Turf Care Facility design and construction team	20 Points
6	5.3.1	Golf Course modifications, irrigation system, and pond(s):	20 Points
7	5.3.1	Pipeline and diversion design and construction within public right-of way	20 Points
8	5.3.2	Approach to the Project	50 Points
9	5.3.3	Demonstrated past performance with Projects of Similar Scope and Complexity	50 Points
10	5.3.4	The proposed Teams' professional capabilities and experience working together and their past performance as members of Design-Build Teams responsible for design, engineering, and/or permitting	25 Points
11	5.3.5	Design-Build Team capabilities and construction past performance	25 Points
12	5.3.6	Design-Build Team Startup and Operations capabilities and past performance	25 Points
13	5.3.7	Corporate Structure Questionnaire (information only)	0 Points

3.3.3 Request for Proposal (RFP), Proprietary Meetings & Selection Process – Informational Only

- a. The information contained in this section is for informational purposes and may be revised in the RFP.
- b. The City will issue the RFP to the Short-Listed Submitters. The RFP will further explain the evaluation criteria, proprietary meetings, and other elements of the RFP process.

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- c. Prior to the question submission date during the proposal phase, written questions will be accepted as defined in the RFP.
- d. The City will conduct a Site Walk with all Short-Listed Submitters.
- e. The City will conduct up to two Proprietary Meetings with each Short-Listed Submitter as described in the RFP. The format of the Proprietary Meetings will be designed to allow the Short-Listed Submitters to ask the City questions regarding the Project and the City’s goals and concerns. Information from the Design-Build Teams provided in the Proprietary Meetings will remain confidential during the procurement process.
- f. A Short-Listed Submitter may submit proposed changes to the contract provisions or Alternative Technical Concepts no later than the date set forth in the RFP Schedule.
- g. The City, at its sole discretion, may revise the RFP, the contract provisions, and/or program documents and issue Addenda to Short Listed Submitters.
- h. Short-Listed Submitters will submit a Technical Proposal and Price Proposal in accordance with the Procurement schedule.
- i. The City will establish an RFP Evaluation Committee to review and evaluate Technical Proposals. The RFP Evaluation Committee will evaluate the Proposals in accordance with the City’s evaluation criteria.
- j. At its sole discretion, the City may ask written or verbal questions of Proposers, seek written and verbal clarifications, and conduct discussions with Proposers on their Proposals.
- k. The City will provide written notification to all Short-Listed Submitters of the selection decision at the conclusion of the Procurement.
- l. At the City’s discretion, it will initiate negotiations with the Preferred Proposer. The Preferred Proposer is the Proposer that the City determines is most qualified, capable and able to achieve the Project Objectives from a “best value” perspective. If the City is unable to execute a contract with the Preferred Proposer, negotiations with the Preferred Proposer may be suspended or terminated. The City may proceed to negotiate with the next highest ranked Preferred Proposer. The City will continue in accordance with this procedure until a contract agreement is reached or the selection process is concluded. Negotiations are at the City’s sole discretion. By submitting a Proposal pursuant to the RFP, the Proposer represents and warrants that it will enter into the contract provided by the City subject to the terms set forth in its Proposal.

3.3.4 RFP Price Proposal – Informational Only

The following information in this section describes the City’s expectation for content of the Price Proposal submittals in the Proposal phase of procurement. This discussion is for informational purposes only at the RFQ stage and may be revised by the City in the RFP.

- a. Project Delivery will be accomplished as a Design-Build process. Short-Listed Submitters will submit a Price Proposal pursuant to the instructions set forth in the RFP. The Price shall include all costs for performing the Design-Build Work, including obtaining or assistance in obtaining all applicable Governmental Approvals (other than those identified in the RFP as the responsibility of the City), designing, constructing, starting-up, commissioning and Acceptance Testing the Project, all post-Acceptance obligations and performance documentation term of 12 months. The Design-Build Price shall also include the costs associated with the Required Insurance, Performance Bond and Payment Bond, Letter of Credit, as well as any other costs (i.e. power, WAS/RO disposal, agency reporting, chemicals) associated with the Design-Build Period necessary to achieve Final Completion and performance documentation term of 12 months.
- b. The Price Proposal shall identify total capital and operational costs over 30-year period.
- c. The Price Proposal shall clearly identify those costs associated solely with the Turf Care Facility and off-site recycled water Park Distribution Lines.
- d. The Guaranteed Maximum Price and each line item price shall be inclusive of all applicable taxes (including California sales taxes on purchases of materials at the applicable tax rate). The Design Builder will be responsible for paying all such taxes in accordance with Applicable Laws. The Design Builder’s responsibility to pay all such taxes shall include the obligations to pay any interest or penalties that may be assessed as a result of Design Builder’s late payment or failure to pay such taxes, and shall survive Final Completion and Acceptance of the Design-Build Work and termination or completion of the D-B Agreement.

3.4 Contract Format

The City will enter into negotiations for the Design-Build Agreement with the Preferred Proposer. A draft of the project contract will be included in the RFP for review and comment by shortlisted Submitters (Proposers).

SECTION 4 SOQ DOCUMENTATION REQUIREMENTS

4.1 SOQ Requirements

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Submitters shall comply with the following requirements for preparation and submittal of their SOQ:

- a. SOQs shall be formatted in searchable Portable Document Format (pdf) and paper copy.
- b. The body of the SOQ shall be organized in accordance with the Evaluation Criteria.
- c. The body of the SOQ, when printed, shall be limited to a maximum of not more than 50 single-sided pages.
- d. The only documentation that is not included in the page count are the following:
 - i. Cover letter (cover letter to be limited to a maximum of two (2) pages);
 - ii. Information related to Mandatory Minimum Qualifications (ability to bond, ability to insure, team member constancy, safety record);
 - iii. Proposed Project Team Organization Chart, inclusive of all individuals proposed as Key Team Members;
 - iv. A statement from the Submitter in the form of the Disclosure of Potential Conflict of Interest Statement (see Exhibit B);
 - v. Corporate Structure Questionnaires;
 - vi. Resumes of Key Team Members and summary table identifying key team members, years of experience and role on the Project in front of the resumes, and relevant licenses/registrations held;
 - vii. Divider tabs, provided that they contain no substantive content; and
 - viii. Cover pages, provided that they contain no substantive content.
- e. SOQs that exceed the above page limits may be rejected.
- f. A “page” shall be defined as one single-sided piece of paper that has words, charts, tables, pictures, or graphics. Pages shall be a maximum size of 8.5 x 11 inches, with the exception of 4 pages, which may be presented in 11 x 17-inch format; however, larger pages may only contain graphics, Gantt charts, and/or designs and may not be used for a Submitter’s narrative.
- g. The font shall be no smaller than 10 point.
- h. Provide five (5) printed copies of the SOQ and a flash drive containing the searchable Portable Document Format (pdf) of the SOQ.

SECTION 5 SOQ SUBMITTAL INFORMATION

5.1 Cover Letter

The SOQ must include a cover letter containing the name, address, telephone number, fax number, and e-mail address of the Prime Submitter and the principal contact person. The Cover Letter shall also identify the type of firm or organization (corporation, partnership, joint venture, etc.) that will serve as the Design-Builder. All information provided in the SOQ shall be certified under penalty of perjury in the Cover Letter.

5.2 Minimum Qualifications

5.2.1 Conflict of Interest Disclosure Statement

As a **mandatory minimum requirement**, Submitter must provide a statement from the design-build entity in the form of the Disclosure of Potential Conflict of Interest Statement (see Exhibit B), identifying any actual and/or potential conflicts of interests the firm or member of the Design-Build Team may have (refer to Exhibit B generally for applicable procedures and principles).

5.2.2 Statement of Submitter’s Ability to Provide Performance and Payment Bond

As a **mandatory minimum requirement**, Submitter must provide evidence that establishes that the Design-Builder has the capacity to obtain all required payment and performance bonding, general and professional liability (errors and omissions) insurance. The Submitter must have the ability to obtain a performance and payment bond of at least 150% of the upper end of the currently estimated capital cost of the Project. As evidence, the Submitter shall provide a letter signed by an authorized representative of Submitter’s surety company (or agent) confirming that the Submitter can meet this minimum requirement. Any Submitter who fails to meet this mandatory minimum requirement will be considered non-responsive and will not be considered further by the City in this Procurement process. The surety shall be a company authorized to conduct business in California with a minimum rating of “A” or better according to AM Best Company and have a stable or positive outlook. Letters indicating “unlimited” bonding capability are not acceptable.

5.2.3 Statement of Submitter’s Ability to Meet the City’s Insurance Requirements

As a **mandatory minimum requirement**, the Submitter must document that it has the ability to meet the minimum insurance requirements as set forth in the attached draft Insurance Requirements (Exhibit C). Submitter shall provide a letter from Submitter’s insurance company or broker indicating that the Submitter is capable of complying with the insurance requirements specified in Exhibit C. Any Submitter who fails to meet this mandatory minimum requirement will be considered to be non-responsive and will not be considered further by the City in this Procurement. The insurer shall be a company authorized to

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conduct business in California with a minimum rating of A or better according to AM Best Company and have a stable or positive outlook.

5.2.4 Safety Record

Information on the Submitter (i) Workers' Compensation experience history for each D-B Team member, (ii) Worker Safety Program, and (iii) Worker Safety Record shall be provided. As a **mandatory minimum requirement**, the Submitter must document that its Workers Compensation experience modification rate for the most recent three-year period is an average of 1.00 or less, and its average total recordable injury or illness rate and average lost work rate for the most recent three-year period does not exceed the applicable statistical standards for its identified business category or if the Submitter is a party to an alternative dispute resolution system as provided for in Section 3201.5 of the Labor Code.

5.3 Technical and Management Qualifications

The SOQ shall demonstrate the Design-Build Team's ability to undertake the Project by providing the technical and management qualifications of the Submitter, Team Members, and individual Key Team Members. The Submitter is responsible for verifying that contact information contained in projects identified as reference Project profiles is correct. The inability of the City to contact a Submitter's reference may have a detrimental impact on the evaluation of its qualifications.

Emphasis will be placed on past performance and expertise in performing substantive work on Projects of Similar Capacity, Size, Scope, Complexity and Budget, as described in the definitions above. Submitters whose reference projects exhibit more of the characteristics set forth in the definition of Projects of Similar Capacity, Size, Scope, Complexity and Budget will be rated higher. Referenced projects on which the Submitter, Team Members, and/or individual Key Team Members had substantial responsibility for their respective scopes of work will be rated higher. Referenced projects on which the Submitter, Team Members, and/or individual Key Team Members have previously worked together will be rated higher.

The SOQ will be evaluated on the following technical and management qualifications:

5.3.1 Team Makeup and Organization

- a. Provide an organization chart (showing Team Members, individual Key Team Members and their firm affiliation) for all phases of the Project from design through final acceptance, startup and operations. Indicate whether the Submitter is an Integrated Design-Build Team. Identify specific individuals for key functions and show interrelationships and reporting hierarchy. Note whether individuals are performing multiple functions. At a minimum, identify the Key Team Members performing the functions identified below. To the extent that the Design-Builder has additional

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Key Team Members on their team, the Design-Builder should include identification of those individuals.

- i. Person responsible for the overall management of the Project and design-build contract (same person as identified in Cover Letter);
- ii. Design Engineer of Record;
- iii. Person responsible for overall construction management;
- iv. Person(s) responsible for on-site field supervision and direction and construction (Superintendent) for the following facilities:
 - Membrane Bioreactor, reverse osmosis system and supporting process units;
 - Wastewater diversion structure(s) and pump stations;
 - Pipeline construction – public right-of-way;
 - Pipeline construction – golf course;
 - Golf Course Construction/Shaping;
 - Golf Course Recycled Water Pond Construction;
 - Golf Course Irrigation & Pump Station Construction;
 - Turf Care Facility Construction; and
 - Off Site Irrigation System Retrofits (Spreckels Park, Orange Avenue medians along with delivery of recycled water to CAW).
- v. Person(s) responsible for the following design disciplines with regards to the SWRF, Titles 22 and 17 of the California Code of Regulations for irrigation and distribution systems:
 - Civil Design;
 - Wastewater reclamation process design – MBR and RO;
 - Architectural Design;
 - Geotechnical Design;
 - Structural Design;
 - Electrical Design;
 - SCADA and Instrumentation and Controls Design;
 - Operations and Maintenance Manuals.
- vi. Person(s) responsible for the following disciplines with regards to the Turf Care Facility:
 - Civil Design;
 - Mechanical Design;
 - Geotechnical Design;

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- Structural Design;
 - Electrical Design;
 - Architectural Design.
- vii. Person(s) responsible for the following disciplines with regards to the golf course modifications, irrigation system, and pond(s):
- Civil Design;
 - Surveying;
 - Electrical Design;
 - SCADA and Instrumentation and Controls Design;
 - Golf course irrigation system designer; and
 - Architectural Design, photo simulations and artistic renderings.
- viii. Person responsible for environmental compliance;
- ix. Person(s) responsible for storm water quality permitting, implementation, and monitoring;
- x. Person responsible for quality assurance;
- xi. Person responsible for cost controls and budgeting;
- xii. Person responsible for scheduling;
- xiii. Person responsible for systems testing, configuration, and commissioning;
- xiv. Person responsible performance documentation term of 12 months; and
- xv. Person responsible for warranty management.
- b. Provide resumes for all Key Team Members. Resumes should be no longer than two (2) pages and should include the following information:
- i. Description of the individual’s proposed Project role;
 - ii. Identification of employer and number of years employed by the firm and years of experience in the field proposed;
 - iii. Educational background, professional licenses, and credentials including but not limited to information on revocation or suspension of any license, credential, or registration;
 - iv. Experience relevant to their proposed role on the Project and how their past performance on previous projects will benefit the City on this Project;
 - v. Description of the phase or phases of the Project with whom that person will be involved; and,

- vi. Estimate of proposed percentage of that individual's time that the Design-Builder intends to assign this individual to the Project during each phase in which they are involved.
- c. Describe the corporate structure of the Design-Builder and complete the corporate structure questionnaire for the Design-Builder and all Team Members in the form set forth in Exhibit D. If the Design-Build Entity is a privately held corporation, limited liability company, partnership, or joint venture, a listing of all of the shareholders, partners, or members known at the time of statement of qualification submission who will perform work on the Project and a copy of the organizational documents or agreement committing to form the organization must be included in the SOQ.
- d. A design-build entity shall not be shortlisted unless the entity provides an enforceable commitment to City that the entity and its subcontractors at every tier will use a skilled and trained workforce to perform all work on the Project or contract that falls within an apprenticeable occupation in the building and construction trades, in accordance with Chapter 2.9 (commencing with Section 2600) of Part 1 of the Public Contract Code.

5.3.2 Approach to the Project

- a. Describe the Design-Build Team's past performance with successful projects in a setting similar to this Project (involving construction at a public golf course with active play, with pipelines constructed in heavily traveled roadways and affecting residents and institutions in a similar community). Include the Team's approach to sequencing construction activities that minimize impact on the community and the City.
- b. Describe the Team's approach and experience with satisfactorily mitigating the effects of diverting variable flows from a wastewater collection system and mitigating downstream collection system impacts while diverting all or nearly all available wastewater flows.
- c. Describe the Team's approach to and experience with satisfactorily mitigating Project impacts such as traffic, odor, noise, visual concealment, vibration and vectors and insects.
- d. Describe the Team's approach to working as a team member in a partnership with the City and how the D-B Team will facilitate efficient and effective decision making among the partners within its own team.
- e. Describe the Team's approach to facilitate stakeholder workshops for the presentation of renderings and photo simulations taken from key vantage points. D-B will be required to present its work in draft form progressing from 50%, 75% and 100% levels of design and the development of graphics to provide the stakeholders an understanding of the view of the new facilities from the key vantage points.

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5.3.3 Demonstrated Past Performance with Successful Projects of Similar Capacity, Size, Scope, Complexity and Budget

- a. Describe the Team’s past performance in successfully managing design-build (or a similar integrated delivery model) Projects of Similar Capacity, Size, Scope, Complexity and Budget, that proposed key personnel have sufficient experience and training to competently manage and complete the design and construction of the Project, and a financial statement that ensures that the Design-Builder has the capacity to complete the Project. Include a description of significant issues or problems that arose on the projects and how those issues or problems were resolved, and the reference can be contacted for verification by the City.
- b. Describe the Team’s past performance in developing integrated design and construction schedules for Projects of Similar Capacity, Size, Scope, Complexity and Budget and maintaining those schedules throughout the Project and which reference can be contacted for verification by the City.
- c. Describe the Team’s past performance using regionally available native plants, shrubs and trees resulting in a visually appealing configuration consistent with the anticipated finished work.
- d. Describe the Team’s past performance in staying within the Guaranteed Maximum Price provided and which reference can be contacted for verification by the City.
- e. Describe the Team’s past performance working together and/or describe the steps the Team has taken to promote integration and a collaborative working environment. Identify Key Team Members who have worked together in the past.
- f. Describe the Team’s past performance of Team or Key Team Members working with the City.

5.3.4 Design-Build Design, Engineering, and Permitting Past Performance

- a. Describe the Design-Builder’s past performance in managing the design process to achieve Design Excellence.
- b. Describe the Team’s past performance with designing and permitting Projects of Similar Type, Capacity, Size, Scope, Complexity and Budget for the Membrane Bioreactor, offsite trenchless and traditional pipeline facilities, diversion facilities, pump stations and force mains. Include a description of significant issues or problems that arose on the Project and how those issues or problems were resolved and the reference the City can contact for verification.
- c. List all relevant professional registrations and/or certifications held by the Design-Build Team that are relevant to the work associated with the Project design, permitting, testing and startup, and operations.

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5.3.5 Design-Build Construction Past Performance

- a. Describe the Design-Build Team past performance in managing the construction process.
- b. Describe the Team’s past performance with construction management and construction of Projects of Similar Type, Capacity, Size, Scope, Complexity and Budget for the Membrane Bioreactor and Reverse Osmosis and offsite pipeline facilities, diversion facilities, pump stations and force mains. Odor control for all components of the reclamation system is critical. Include a description of issues or problems that arose on the projects and how those issues or problems were resolved separately for MBR/RO and trenchless and traditional pipeline construction aspects and the reference that the City can contact for verification.
- c. List all relevant professional registrations and/or certifications held by the Design Build Team that are relevant to the work associated with Project construction.

5.3.6 Design-Builder Startup and Operations Past Performance

- a. Describe the Design-Builder’s past performance in start-up and operations of wastewater recycling facilities.
- b. Describe the Team’s past performance with start-up and operations of Projects of Similar Type, Capacity, Size, Scope, Complexity and Budget for the Membrane Bioreactor. Include a description of issues or problems that arose on the projects and how those issues or problems were resolved and the reference the City can contact for verification.
- c. List all relevant professional registrations and/or certifications held by the Design Build Team that are relevant to the work associated with Project construction.

5.3.7 Corporate Structure Questionnaire

Submit a completed Corporate Structure Questionnaire (Exhibit D) for Design-Builder and each Key Team Member.

5.4 Identification of Projects

For each Project identified in the SOQ, provide the following information in a table format of no more than 1 page (11x17-inch format). The information required in this section can either be provided in a separate section of the SOQ, in the narrative for each of the evaluative criteria in Section 5.3, or the Submitter can provide a separate table for the identified Projects. Show the proposed Design-Build Team’s experience by describing a minimum of three (3) and no more than five (5) projects that each of the proposed Design-Build Entity, each Major Participant, each Key Subcontractor, and other Design-Build

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Team members have managed, designed, and/or constructed within the past five (5) years and will not be evaluated separately. The projects will be evaluated in the context of the criteria set forth in Section 5.3.

- a. Name of Project;
- b. Owner/Customer Name & Contact Information (phone number and email address);
- c. Type of Customer (private vs. public agency; industrial or commercial vs. municipal);
- d. Location of Project (include physical address of project facilities if available);
- e. Description of the delivery method and integration of design and construction, identifying the firm(s) role as a prime consultant, subconsultant, contractor, subcontractor, or other;
- f. Photograph of project (optional);
- g. Project description and applicability and relevance of the referenced Project to the evaluation criteria for this Project;
- h. Name of each Key Team Member who is proposed for this Project who played a significant role on the Project example, including a description of their Project responsibilities and functions;
- i. The initial contract price (indicate pricing provided at the start of a design build effort, the final contract price, and an explanation for any difference between the two amounts);
- j. The unit operating cost of the facility where available (\$/AF);
- k. The initial date scheduled for substantial completion, the actual date of substantial completion, and an explanation for any difference between the two dates; and
- l. Project contact of the Owner or customer (current address, e-mail, and phone number) who are willing to verify the characteristics of the submitted Project example.

During the RFP process the City may request a site visit of one or more reference projects for each short-listed Submitter.

5.5 MBR, RO and UV Disinfection Equipment (Key Systems)

The Submitters are required to identify candidate suppliers of the MBR, RO and UV systems (Key Systems). The Submitter is advised that during the subsequent proposal phase, only suppliers identified in the Qualification Statement will be accepted. The Submitters' candidate MBR, RO and UV system suppliers shall have proven records of successful performance for similar applications.

The following information is provided to assist the Submitter in understanding the requirements for the key system in selecting their candidate suppliers of the Key Systems.

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5.5.1 Key System Background Information

It is anticipated that each of the Key Systems design and mechanical-control components will be provided as an integrated system.

In the subsequent proposal phase, the Submitter will identify the specific supplier of each of the Key Systems. In this RFQ phase, the Submitter shall identify a minimum of one and up to three candidate suppliers for each of the Key Systems. The candidate manufacturers for both the MBR and RO membranes shall be identified in the qualifications.

The candidate Key System suppliers need to have successful histories of providing equipment for similar applications. The shortlisted Submitters' Proposals will be required to use Key System suppliers identified in their Qualifications Statement.

The City does not expect RFQ Submitters to commit to a single system supplier for each of the Key Systems in this early stage of the procurement process.

Membrane warranties and membrane guaranteed replacement costs issued by the manufacturer of the membranes will be requirements of the Request for Proposals. Also, during the design/construction phases, the MBR membrane manufacturer will be required to approve the preliminary treatment and fine screen design to ensure compliance with its membrane warranty.

Local availability of Key System suppliers' support and maintenance services will be considered in the RFP evaluation process.

Design-Build proposals will be evaluated on a "Best Value" basis considering overall costs including 30-years of operation. It is anticipated that the recycled irrigation water demand occurs for 9 to 10 months per year. The entire SWRF system including the Key Systems may not be operated several months per year when irrigation water is not needed, or it may be operated at minimum flow rates. Low flow operation will be a key consideration in the design of the SWRF. The RFP will contain information on the down-time limits and operations and maintenance requirements.

SECTION 6 LIST OF EXHIBITS AND REFERENCE DOCUMENTS

6.1 EXHIBITS

- A. Preliminary Scope of Work
- B. Conflict of Interest Policy and Disclosure Statement
- C. Draft Insurance Requirements and Instructions
- D. Corporate Structure Questionnaire

6.2 AVAILABLE REFERENCE DOCUMENTS

Reference documents pertinent to the Project efforts are available on the Project’s file repository at <https://www.coronado.ca.us/cms/One.aspx?portalId=746090&pageId=16345637>. Reference documents include, but are not limited to, the following:

- 2018 Coronado Golf Course Modernization Project Feasibility Report including:
- 2020 Mitigated Negative Declaration
- Coronado Golf Course Groundwater Measurements in Mean Sea Level (November 22, 2019 – February 23, 2020)
- Coronado Golf Course Conceptual Grading and Landscaping Plan Hole Numbers 1 through 4 2020

Additional documents may be added to the repository from time to time during the procurement process; Submitters are responsible for checking the repository to see if additional documents have been added.

The background documents listed in this RFQ are identified solely for their informational purposes, and this list shall not be considered an appropriate or exhaustive list of all the information necessary for a Submitter to meet the Design-Builder’s obligations for the Project. These documents do not represent the optimal and specific Project features that will be included in the RFP and Design-Build contract documents.

The City neither makes any representation or warranty with respect to, nor assumes any responsibility for the appropriateness, completeness or the accuracy of the background documents. Submitters are solely responsible for conducting their own independent research and due diligence for response to the RFQ and the subsequent delivery of services under contract. No information derived from any part of the background documents, the RFQ or from the City or any of its agents, employees, contractors, advisors or consultants shall relieve the Design-Builder from any risk from fulfilling all terms of the contract.

Exhibit A

Preliminary Scope of Work: General Project Description

The overall objective for the Project is to provide a reliable, sustainable and suitable quality non-potable irrigation water supply to the City’s golf course and to the California-American Water Company (CAW) for the City’s irrigation of several of its green spaces. The Project is being procured on a Design Build (D-B) basis. The City requires that Design-Build Team operate in a highly collaborative mode. The D-B should develop design and construction processes that are fully integrated and inclusive of partnering principles. Further, the D-B must recognize the specific and unique requirements for work throughout the City of Coronado and most importantly the design of the golf course elements.

The major facilities of the Project include:

- A Satellite Wastewater Reclamation Facility (SWRF) with wastewater supply and waste disposal systems producing 1.0 MGD,
- Recycled water storage and irrigation pumping systems,
- Recycled water distribution and irrigation systems for Spreckels Park and Orange Avenue Median (First Street to R. H. Dana Place / Adella Avenue) and distribution only to Tidelands Park along with delivery of recycled water to CAW,
- New golf course recycled water irrigation system,
- New Turf Care maintenance facility,
- Golf course modifications, and
- Coastal vista with 3–5 park benches.

The SWRF shall be capable of producing recycled water suitable for unrestricted uses pursuant to the requirements of the California State Water Resources Control Board Division of Drinking Water (DDW) Titles 22 and 17 of the California Code of Regulations Division 4. Environmental Health.

The Design Builder will be responsible for all Design-Build services comprising this Project, including, but not limited to site grading, engineering, architectural and golf course design and construction, equipment procurement, construction, surveying, geotechnical investigations, project management and scheduling, quality control, permitting assistance, facility testing and start-up, commissioning, inspection, laboratory testing, and all other services through start-up, acceptance by the City, and one year of operations and maintenance.

The Project facilities include the following:

- A. Turf Care Facility: The Turf Care Facility area is dedicated to golf course maintenance facilities and operation.

The Office and Employee Facilities Building would include:

- Offices – two offices for the golf course maintenance supervisor and the irrigation system central control computer;

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- Employee facilities: locker rooms, restrooms, showers, combination lunch/meeting room; and
- Secure storage for equipment repair parts, supplies, small hand tools and safety equipment.

The Mechanics Workshop and Equipment Storage facility includes:

- Work bay with an above ground turf equipment lift;
- Work bay with a small equipment “scissors style” table lift;
- Reel grinder room location for noise and dust control;
- Bulk fluids storage and dispensing systems (hydraulic oil, motor oils, engine coolant, and grease) with leak/spill containment;
- A dedicated air compressor room would be used for safety and noise containment; and
- Supply and equipment storage areas (three).

Supporting facilities outside the buildings include:

- Fuel Island: Two cell Aboveground Storage Tank (500 gallon each) with spill/leak containment and safety crash/bumper poles;
- Covered secure storage areas with containment for spent fluids fertilizers & pesticides, application equipment (sprayers, spreaders etc.), chemical mixing, loading, and wash area;
- Trash dumpster enclosure to accommodate 4 front load dumpster bins;
- Equipment Cleaning Area for dry and wet cleaning (4 stations each); and
- Parking for approximately 12 employee and guest vehicles.

- B. Golf Course Redesign and Construction: The golf course will be modified to accommodate the Turf Care Facility, the SWRF and other modifications. The course yardage should remain the same as existing upon completion. Any proposed change in playing distance will require prior approval of the City. The modification of holes 1 through 4 includes some relocating and rebuilding of existing tees, greens, fairways bunkers, mounds, golf cart paths, trees and other plantings to accommodate the addition of the SWRF and Turf Care complex on approximate 1.65-acres within the current first 4 holes. A pond with a surface area of approximately 3-acres is required for storage of reclaimed water. The grading plans must assume a balance between cut and fill across the entire Project.
- C. Golf Course Irrigation System Design and Construction: A new, complete, state-of-the-art valve in head (VIH) irrigation system capable of delivering an average DU_{LQ} of 85% or greater will be installed. Each sprinkler is to be its own station, individually controlled by the central computer. All components will be identified and located by GPS. Accurate as-built drawings (with GPS data) and specifications shall be provided to the City upon completion of the Project. Due to the use of recycled water, the course perimeters, specifically Glorietta Bay, the bike trails, sidewalks and streets must be designed & programmed to avoid irrigation runoff and spray drift. Irrigation system control shall be ET based utilizing a weather station and programmed with repeat cycles matched to soil infiltration rates to eliminate runoff. The City currently utilizes Toro irrigation.
- D. Coastal Vista: The development of a coastal vista located near an existing pocket beach

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- along the coastline of San Diego Bay near the number 2 green. The vista would include 3–5 park benches, ADA compliant pathways providing coastal access, wayfinding signs, and low-growing landscaping.
- E. Wastewater Diversion Structures, Pump Station and Force Main Pipeline: Divert wastewater flows from nearby sewers located near the City’s Public Services Yard at 101 B Avenue, convey it to the SWRF at the golf course.
 - F. Headworks: grit removal, screens with washer/compactor, screenings bagger, and odor control.
 - G. MBR Treatment with denitrification.
 - H. Reverse Osmosis Treatment of partial flow for TDS management to produce a blended flow of 1.0 MGD with a maximum TDS of 600 mg/L.
 - I. Disinfection: Ultra-violet disinfection and chlorination.
 - J. Waste Activated Sludge (WAS) and RO reject discharge downstream of diversion points located near the City’s Public Services Yard.
 - K. Odors, noise, vibration and vector and insect control
 - L. Recycled Water Storage Pond: Approximately 3 acres, lined with forebay for two recycled irrigation pump systems and with potable water backup.
 - M. Two recycled water pump systems for irrigation of golf course and supply to (CAW) for offsite areas.
 - N. Offsite Recycled Water Distribution System: constructed in City streets delivering water to California-American Water Company (CAW) for irrigation of selected parks and Orange Avenue Medians.
 - O. Offsite Recycled Water Irrigation Systems at selected parks and Orange Avenue medians in accordance with Title 22 and Title 17 requirements.
 - P. Offsite Recycled Water Distribution and Irrigation Systems Testing per CAW and Titles 22 and 17 of the California Code of Regulations.
 - Q. On-site Testing: Shut-down and cross-connection control testing accordance to the requirements of the City and Title 22 and Title 17 of the California Code of Regulations.
 - R. Support Facilities: Related civil site improvements, access road, utilities, power, potable water, telecommunications and back-up power.
 - S. SWRF Operations: The Design-Builder shall provide the services of a licensed wastewater treatment plant operator to operate the facilities at start-up and for the first year of operations.

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I. PURPOSE

In accordance with the California Public Contract Code (PCC) Section 22162(c), the purpose of this policy is to clarify the City of Coronado’s (City’s) guidelines for a standard organizational conflict of interest policy applicable to certain design-build projects procured pursuant to PCC sections 22160, *et seq.*

II. POLICY

- A. Contractors and consultants, including their affiliates, (collectively, “Proposers”) that have organizational conflicts of interest as more specifically defined in Section C below are not eligible to participate as Proposers on a design-build project or to join or participate on a design-build team.

- B. Organizational conflicts of interest arise out of a Proposer’s existing or past activities, business or financial interests, familial, personal, or professional relationships, contractual relationships, and/or organizational structure (e.g., parent entities, subsidiaries, affiliates) that result in:
 - 1. An impairment or potential impairment of a Proposer’s ability to render impartial assistance or advice to the City or of its objectivity in performing work for the City because of a competing or potentially competing interest;
 - 2. An unfair competitive advantage for any proposer or bidder with respect to a City procurement; or
 - 3. The perception, appearance of, or actual impropriety with respect to any of the City’s procurements or contracts or the perception, appearance of, or actual unfair competitive advantage with respect to a procurement by the City (regardless of whether any such perception is accurate).

- C. An organizational conflict of interest exists in the following instances:
 - 1. A Proposer or Proposer-affiliate is under contract with the City for engineering or architectural consulting services related to the design-build project, except that a subconsultant to the general engineering or architectural consultant that has not yet performed work on the contract may participate as a Proposer or join a design-build team if it terminates the agreement to provide work and provides no work for the City’s engineering or architectural consultant.
 - 2. A Proposer or Proposer-affiliate assisted or is assisting the City in the management of the design-build project, including, but not limited to, the development of the scope of work, Request for Qualifications, Request for Proposals (RFP), evaluation criteria, or any other aspect of the procurement.

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3. A Proposer or Proposer-affiliate conducted preliminary design services for the design-build project such as conceptual layouts, preliminary design, or preparation of bridging documents.
 4. A Proposer or Proposer-affiliate performed a value engineering study, cost or risk analysis, or constructability review on the design-build project.
 5. A Proposer or Proposer-affiliate performed design work related to the design-build project for other stakeholder(s) in the design-build project.
 6. A Proposer or Proposer-affiliate performed design work on a previous contract that excludes it from participating as a Proposer or joining a design-build team for the design-build project.
 7. Proposer or Proposer-affiliate is under contract with any other entity or stakeholder to perform oversight of the design-build project.
 8. A Proposer or Proposer-affiliate obtained information of the design-build project that otherwise has not been available to the public.
 9. Any circumstances that would violate California Government Code §1090, *et seq.*
- D. The lead/prime contractor or lead/prime consultant with a specific Proposer are restricted from submitting as lead/prime on more than one proposal for a given project. The lead or prime contractor or consultant may serve in a non-lead role as a subcontractor/ subconsultant on one or more design-build teams, but must inform all affected teams of their additional participation. The lead member (i.e., consultant or contractor) with the design-build team cannot change teams after award of contract without the written approval of the City’s Public Services and Engineering Department.

III. DEFINITIONS

- A. “Proposer-affiliate” shall mean (1) a predecessor or successor of a consultant firm or contractor under the same, or substantially the same, control or (2) a group of business entities that are connected or associated so that one firm controls or has the power to control each of the other business entities. The term “Proposer-affiliate” includes the officers, directors, executives, shareholders active in management, employees, and their agents. The ownership by one business entity of a controlling interest in another business entity or a pooling of equipment or income among business entities shall be prima facie evidence that one business entity is a Proposer-affiliate of another.
- B. “Stakeholders” shall mean a person or entity with an interest or concern in the project.

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IV. PROPOSERS' OBLIGATIONS

- A. Proposers must make a complete and full written disclosure of any potential organizational conflicts of interest on the attached form to the City's Public Services and Engineering Department and shall have a continuing obligation to do so until they are no longer Proposers.

- B. If a Proposer determines that a conflict of interest or potential conflict of interest exists, it must disclose the conflict or potential conflict of interest to the City as soon as the conflict or potential is recognized. Such disclosure will, however, not necessarily disqualify a Proposer from being awarded a contract. The Proposer shall propose measures to avoid, neutralize, or mitigate all potential or actual conflicts. The City, at its sole discretion, shall determine whether the proposed measures are sufficient to overcome the conflict or potential conflict and whether the Proposer may continue with the procurement process.

- C. Persons and entities with an organizational conflict of interest are prohibited from participating on a Proposer team (e.g., as a key personnel, principal/major participant, subcontractor, or subconsultant).

V. OBLIGATIONS AFTER CONTRACT AWARD

- A. The successful Proposer to whom a contract is awarded ("Design-Build Entity") has an ongoing obligation to monitor and disclose its conflicts or potential conflicts of interest to the City. The City has a right to ongoing enforcement of this Policy. If an organizational conflict of interest is discovered after contract award, the Design-Build Entity must make an immediate and full written disclosure to the City that includes a description of the action that the Design-Build Entity has taken or proposes to take to avoid or mitigate such conflicts. If an organizational conflict of interest is determined to exist and the Design-Build Entity was aware of an organizational conflict of interest prior to award of the contract and did not disclose the conflict, the City may terminate the contract. If a new conflict of interest arises after contract award, and Design-Build Entity's proposed measures to avoid or mitigate the conflict are determined by the City to be inadequate to protect the City, the City may terminate the contract. If the contract is terminated, the City assumes no obligations, responsibilities, or liabilities to reimburse all or part of the costs incurred or alleged to have been incurred by the Design-Build Entity and is entitled to pursue any available legal remedies.

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VI. ONGOING OBLIGATION TO COMPLY WITH CONFLICT OF INTEREST LAW

A. The Design-Build Entity shall have an ongoing responsibility to keep informed of, and to comply with, all applicable laws, including those related to conflict of interest and potential conflict of interest matters. The Design-Build Entities are cautioned that any City action or decision pertinent to such matters does not constitute an opinion, guidance, or advice to proposers. The Design-Build Entity is encouraged to discuss such matters with their legal counsel, being especially aware that conflict of interest laws are complex and that violations thereof by proposers can have severe legal consequences to them, including the possibility of criminal prosecution and voiding of the contract.

VII. INCORPORATION BY REFERENCE

A. This Policy shall be incorporated by reference into all design-build contracts executed by the City.

ATTACHMENT

A. DISCLOSURE OF POTENTIAL ORGANIZATIONAL CONFLICT OF INTEREST FORM

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Having had the opportunity to review the City of Coronado's *Organizational Conflict of Interest Policy for Design-Build Projects*, the Proposer hereby indicates that it has, to the best of its knowledge and belief:

___ Determined that no potential organizational conflict of interest exists.

___ Determined a potential organizational conflict of interest exists as follows. *Describe:*

(1) The nature of the potential conflicts and (2) The measures proposed to mitigate the potential conflict(s). Attach additional sheets as needed.:

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Proposer's Firm _____

Authorized Representative: Name _____

E-mail _____

Telephone _____

I, the undersigned, declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and was executed this at _____, California on the date indicated below.

Signature _____ Date _____

Proposers shall have an ongoing responsibility to keep informed of, and to comply with, all applicable laws, including those related to conflict of interest and potential conflict of interest matters. Proposers are cautioned that any City action or decision pertinent to such matters does not constitute an opinion, guidance, or advice to proposers. Proposers are encouraged to discuss such matters with their legal counsel, being especially aware that conflict of interest laws are complex and that violations thereof by proposers can have severe legal consequences to them, including the possibility of criminal prosecution and voiding of the contract.

Exhibit C

Draft Insurance Requirements and Instructions

1. The Selected Design-Builder will be required to provide evidence of compliance with the following insurance provisions set forth below:
 - a. Workers Compensation/Employers Liability: In accordance with the provisions of the California Labor Code, Contractor is required to be insured against liability for Workers' Compensation or to undertake self-insurance. Statutory Workers' Compensation (statutory as required by California State law) and Employers' Liability of at least \$2,000,000 per occurrence and per each employee and \$4,000,000 in the aggregate shall cover all Submitters/D-B Entity's staff while performing any work incidental to the performance of the Project and/or the D-B Contract.
 - b. Automobile Liability Insurance: Contractor shall obtain and, during the term of the Agreement, shall maintain an automobile liability insurance policy for bodily injury, personal injury and property damage in an amount of not less than one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) aggregate. Said insurance shall cover liability arising out of any auto (including owned, hired, and non-owned autos). The automobile insurance policy shall be written on an ISO Form Number CA 0001, or a substitute form providing equivalent coverage.
 - c. Commercial General Liability Insurance: Contractor shall obtain and, during the term of the Agreement, shall maintain a commercial general liability (CGL) insurance policy for bodily injury, personal injury, and property damage in an amount of not less than two million dollars (\$2,000,000) per occurrence and four million dollars (\$4,000,000) aggregate which shall contain the following coverage:
 1. Manufacturers' and Contractor's liability.
 2. Broad form property damage.
 3. Owner's and Contractor's protective liability.
 4. Broad form contractual liability.
 5. Products and completed operations coverage.
 6. Coverage for explosion, collapse, or underground property damage (X, C, U Hazards).

The CGL insurance policy shall be written on an ISO Occurrence Form CG 00 01 12 07, or a substitute form providing equivalent coverage.

The City of Coronado shall accept no endorsement or modification to the CGL limiting the scope of coverage required in this Section.

The policy shall contain a provision stating that Contractor's policy is primary insurance and that insurance (including self-retention) of the City or any named insured will not be called upon to

Blue text denotes legislative requirements

contribute to any loss. The insurance policies must provide that they remain in force for not less than thirty (30) days after a notice is given to the City of the policy's expiration or cancellation. Contractor's insurance will not be accepted if these requirements are not met and evidenced in the submitted documents.

Contractor shall furnish certificates of said insurance and policy endorsements to the Contract Officer prior to commencement of work under the Agreement. Failure on the part of Contractor to procure or maintain in full force the required insurance shall constitute a material breach of contract under which the City may terminate the Agreement with the Contractor.

- d. Builder's Risk "using the Special Form": Builder's Risk (Course of Construction) insurance utilizing the Special Form with limits equal to \$15,000,000 or the completed value of the project and no coinsurance penalty provisions. Note: the policy provided under the D-B Contract will require coverage of loss, damage, or destruction of facilities included under the work in an amount equal to the full replacement value of said facilities and personal property.
- e. Contractor's Pollution Legal Liability/Environmental Liability: Contractor's Pollution Legal Liability/Environmental Liability with limits no less than \$2,000,000 per occurrence or claim, and \$4,000,000 policy aggregate (with such policy to be maintained for at least 5 years following acceptance of the Project by the Owner for claims made policies).
- f. Professional Liability: (Errors and Omission) Insurance appropriate to the D-B Entity (including, but not limited to, the Lead Designer's) profession, with limit no less than \$2,000,000 per occurrence or claim and \$5,000,000 in the aggregate to cover all services rendered by the D-B Entity pursuant to the D-B Contract (with such policy to be maintained for at least 5 years following acceptance of the Project by the Owner for claims made policies). The selected D-B Entity shall cause all subcontractors performing design services to procure professional liability coverage with limits to be defined in the Owner's RFP.
- g. Subconsultant Coverage: Contractor shall cause each subcontractor employed by Contractor to purchase and maintain insurance of the type specified above. When requested by City, Contractor shall furnish copies of certificates of insurance and policy endorsements evidencing coverage for each subcontractor. Contractor shall maintain Workers' Compensation insurance and employer's liability insurance to protect City against all claims under applicable state and federal Workers' Compensation laws. Insurance coverage shall not be less than the statutory minimum for Workers' Compensation, and \$1,000,000 for employer's liability. The Contractor shall provide an endorsement that the insurer waives the right of subrogation against the City and its elected

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officials, officers, employees, agents, representatives and volunteers. All subcontractor coverage shall name the City of Coronado as Additional Insureds per Section 1(i) below

h. Tail Coverage: All claims made policies shall be maintained for at least 5 years following acceptance of the Project.

i. Additional Insured Status:

(1) The City of Coronado and its officers, directors, officials, members, employees, consultants, sub-consultants and agents shall be covered as additional insureds on Commercial General Liability and the Automobile Liability policy with respect to liability arising out of work or operations performed by or on behalf of the D-B Entity and Lead Contractor including materials, parts or equipment furnished in connection with such work or operations and automobiles owned, leased, hired or borrowed by or on behalf of the D-B Entity and its Lead Contractor. Additional Insured coverage shall be provided in the form of an endorsement to the D-B Entity's insurance (at least as broad as Insurance Services Office Form CG 20 10 11 85 for Liability and ISO endorsement form CA 2048 10/13 for Auto). A copy of the certificate with relevant endorsement evidencing that the City of Coronado and its officers, directors, officials, members, employees and agents have been added as additional insureds on the policy, must be provided.

(2) City of Coronado and its officers, directors, officials, employees, Consultants, sub-consultants and agents shall be covered as additional insureds on Commercial General Liability and the Automobile Liability policy with respect to liability arising out of work or operations performed by or on behalf of the D-B Entity and Lead Contractor including materials, parts or equipment furnished in connection with such work or operations and automobiles owned, leased, hired or borrowed by or on behalf of the D-B Entity and its Lead Contractor. The Additional Insured Endorsement shall be an ISO Form 20 10 11 85 *or* an ISO Form 20 10 10 01 *and* 20 37 10 01, or their equivalent, including coverage for the City with respect to liability arising out of the completed operations of the Contractor. Completed operations coverage shall be maintained in effect for the benefit of the City for a period of two (2) years following the completion of the work specified in the Agreement.

2. Submitters must provide either:

- a. A statement from their insurance company that Submitters can meet the insurance requirements set forth above; or
- b. An ACCORD Insurance Certificate (with relevant endorsements) that shows evidence of insurance that meets or exceeds the requirements set forth above.

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Exhibit D

Corporate Structure Questionnaire

1. Submitters shall complete the following information for the Proposed Design-Builder and all proposed Design-Build Team Members:

Legal Name	
Street Address	
Mailing Address	
Point of Contact	
Position	
Email	
Telephone Number	
Fax Number	
Type of Business	
D-U-N-S Number	
Federal Tax Identification Number	
State Contractor's Registration Number (if applicable)	
State Business License Number (if applicable)	

2. If the Proposed Design-Builder is a Joint Venture, Submitters shall:

- a. Submit the above information for the Joint Venture as well as for each member of the Joint Venture Team; and
- b. Attach a copy of the Joint Venture Agreement to this form if the Joint Venture is in existence or provide a written commitment to submit the Joint Venture Agreement once it is in effect.