



PAJARO / SUNNY MESA

COMMUNITY SERVICES DISTRICT

This **REQUEST FOR QUALIFICATIONS** (“RFQ”) from the Owner named below invites the submittal of a Statement of Qualifications (“SOQ”) from firms interested in providing design-build services for the Project described below. By submitting an SOQ, the Offeror represents that it has carefully read the terms and conditions of this RFQ and all attachments and Addenda and agrees to be bound by them. This RFQ is not an offer to enter into a contract, but merely a solicitation of persons interested in submitting SOQ to the Owner for the Project.

OWNER:

PAJARO/SUNNY MESA COMMUNITY SERVICES DISTRICT
136 San Juan Road
Royal Oaks, CA 95076

PROJECT:

Project Title: Pajaro - Sunny Mesa – Springfield Regional Water System Consolidation Project (PSMS Project)

Project Location:

The project site is within an unincorporated area of Monterey County from the Pajaro River in the north to Moss Landing in the west and to the Highway 1 corridor in the south.

OWNER CONTACT PERSON:

Offerors shall submit the SOQ to
Joseph Pope, PE, jpope@mnsengineers.com

SOQ DUE DATE AND TIME

Offeror’s SOQ shall be submitted no later than:
5:00 P.M, April 17, 2025

All SOQs must be submitted pursuant to the instructions below. It is the Offeror’s sole responsibility to ensure that the SOQ is delivered in the manner required by this RFQ by the Due Date and Time. Owner has the right to reject any SOQs not properly delivered.

SECTION 1: OWNER DESCRIPTION

1.1 General

The Pajaro/Sunny Mesa Community Services District (District) has been in operation since 1986. It was created by the Monterey County Local Agency Formation Commission (LAFCO) with the consolidation of the Pajaro Community Services District, the Sunny Mesa Water District, and Monterey County Service Area No. 73. The District is a public agency governed by a five-member Board of Directors.

The District provides potable water service, fire protection, parks, and streetlighting, and street maintenance services to residents in northern Monterey County (County). The District provides these services from the Pajaro River in the north to Moss Landing in the west and to the Highway 101 corridor in the south. It is the only public agency which provides public potable water services in the Pajaro, Elkhorn, and Prunedale areas.

The District's water systems are regulated by the California State Water Resources Control Board (SWRCB) Division of Drinking Water (DDW) and the Monterey County Environmental Health Department.

The Community Water Center (CWC), with funding from the State Water Resources Control Board, provides assistance to communities to develop long-term drinking water solutions to improve both water quality and water supply. CWC retained the services of MNS Engineers, Inc (MNS) for the Preliminary Engineering Report and 30% design of the PSMS Project.

1.2 Funding/Authority

The CWC was awarded \$20 million in the form of a community change grant from the United States Environmental Protection Agency (USEPA). The funds will be utilized to implement components of the PSMS Project for the Owner. The grant requires work completed under the grant to be constructed and operational within 3 years of completion of the funding agreement.

1.3 Procurement Website

Information and Bidding Documents for the Project can be found at the following designated website:

<https://www.pajarosunnymesa.com/pajaro-sunny-mesa-springfield-area-regional-consolidation-project-psms>

SECTION 2: OVERVIEW OF PROJECT

2.1 General

This Project will provide a clean, safe, and reliable water system to members of the North of Moss Landing (NOML) area. This Project will incorporate the consolidation of three public water systems owned and operated by the Pajaro/Sunny Mesa Community Services District (District) including the Pajaro Water System (PWS), the Sunny Mesa Water System (SMWS), and the Springfield Water System (SWS).

Through this Project, the regional consolidation will create a new public water system. The PWS, SMWS, and SWS will cease to exist, with each of the service areas being designated as separate pressure zones within the new water system. The consolidated system will be owned and operated by the District with existing staff.

A separate project, the Springfield Water System Regional Consolidation Project, is in the initiation stages of construction, and will replace the SWS. Construction of this project is anticipated to overlap the construction period of the PSMS Project.

2.2 Project Objectives

- Establish a collaborative relationship between the Owner and the Design-Build Team to deliver quality design and construction on time and within the Owner's budget.
 - On-time delivery is defined as a fully operational project within 3 years of completion of funding agreement, anticipated to be completed in April, 2025.
 - Within budget is defined as not exceeding the portion of the \$20 million USEPA Community

Change Grant allocated to construction.

- Design and construct a project that will achieve Design Excellence.
- Maintain a safe, injury free work site.
- Minimize impacts to Owner customers through close coordination with the Owner and its customers.

2.3 Scope of Work

The scope of work for this project was developed based on the April 2024 Preliminary Engineering Report (PER) completed by MNS.

The PER is included as Attachment A. The 30% Design, currently being prepared by MNS, will be made available to qualified bidders during the Request for Proposal (RFP) phase of this Design-Build project. The scope of work currently included in the 30% design include plan preparation, geotechnical engineering, topographic and boundary survey, easement acquisition, and SCADA conceptual design memorandum.

The scope includes taking the portions of the PSMS Project from 30% design through 100% design, and construction of the following work. Portions of the PSMS Project included in the scope of work include:

- Iron/Manganese Water Treatment Plant at Pajaro Well No. 1, including site demolition and improvements.
- Approximately 21,600 LF of transmission pipelines including associated appurtenances such as valves, fire hydrants, blow off valves, air release valves, etc.
- Transmission Booster Pump Station including site improvements, located at the SMWS well site.
- Modifications to the existing PWS including fill improvements to the PWS storage tanks and rehabilitation of one of the PWS's 600,000-gallon welded steel water storage tanks consisting of interior/exterior recoating and appurtenance repair/replacement.
- Destruction of the two existing wells in the SMWS.
- A Supervisory Control and Data Acquisition (SCADA) Platform, and associated instrumentation, communication facilities, and controls at new and existing facilities.
- Radio read water meter replacements in the PWS and SMWS.

Other portions of the PSMS project are not included in the scope of work. These items include the Bluff/Jensen Tank Site and Pump Station, distribution system expansion pipelines and services in the Springfield area, and distribution pipelines and services in the Bluff/Jensen area.

The Owner's consultant Denise Duffy and Associates (DDA) are performing the required environmental investigations according to state and federal standards, as well as assisting in the preparation of the final California Environmental Quality Act (CEQA) and federal environmental documents and regulatory permits. A list of the required permitting processes performed by DDA is presented below.

- CEQA Compliance and Environmental Documentation (Initial Study/Mitigated Negative Declaration)
- Clean Water Act documentation and a Wetland Delineation (WD)
- Federal Endangered Species Act (ESA) documentation and a Biological Assessment (BA);
- California Endangered Species Act (CESA) Section 2081 permitting;
- Fish and Game Code Section 1602 Lake and Streambed Alteration Agreement;
- State Coastal Commission and Monterey County Entitlements Process
- CEQA compliance with Federal Cross Cutters will address federal requirements and compliance with
- National Environmental Quality Act (NEPA)
- Environmental Package for DWR

2.4 Estimated Budget

The estimated budget for the Scope of Work referenced in Section 2.3 and as further set forth in Attachment A is currently seventeen million dollars (\$17,000,00).

2.5 Target Project Procurement Schedule

The following is the Project Procurement Schedule. The Owner reserves the right to modify the Project Procurement Schedule via Addenda issued prior to the date set forth below.

Date	Activity
March 12, 2025	Issue RFQ
March 20, 2025, 11:00am PST	Project information meeting: https://bit.ly/PSMS_Info_Mtg
April 4, 2025	Last date to submit questions regarding the RFQ
April 17, 2025, 5:00pm PST	SOQ due date
May 8, 2025	Notification of Short Listed Offerors
May 8, 2025	Issue RFP
May 22, 2025	Mandatory site walk through for Short Listed Offerors
May-June, 2025 (TBD)	Confidential individual meetings
June 27, 2025	Last date to submit proposed changes to contract or alternative technical concepts
July 9, 2025	Last date to issue owner addenda
July 15, 2025	Proposal due date
July 17-18, 2025	Interviews with Short Listed Offerors
July 25, 2025	Notification of preferred offeror

2.6 Definitions

- 2.6.1 Business Day:** any day on which the Owner is open for regularly conducted business.
- 2.6.2 Confidential Individual Meetings:** The confidential meeting(s) conducted individually between the Owner and each Short Listed Offeror after the issuance of the RFP. All Confidential Individual Meetings will be conducted pursuant to the instructions in the Procurement Documents, and all participants will be required to enter into a confidentiality agreement before the meeting.
- 2.6.3 Design-Builder:** The entity with the prime design-build contract with the Owner.
- 2.6.4 Design-Build Team:** All entities listed by the Design-Builder 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. Members of the Design-Build Team may also be referred to as “Team Members.”
- 2.6.5 Design Excellence:** Design Excellence is achieved through a robust municipal design, that emphasizes simple and efficient operations that will: minimize operational, maintenance, and capital replacement costs; uses standard construction materials and methods; and will seamlessly integrate with future expansion of the systems.
- 2.6.6 Key Team Member:** Individuals who will be assigned to the Project who play an important role in the design, construction, or management of the Project.
- 2.6.7 Procurement:** The Owner’s process for selecting a Design-Build Team for this Project.
- 2.6.8 Procurement Documents:** All documents issued by the Owner in connection with the Procurement or Project.
- 2.6.9 Projects of Similar Scope and Complexity:** Projects that had completion dates within the last 10 years and that have many or all of the following characteristics:
 - a. Projects of a similar size and budget that include design and construction of potable water systems, including transmission pipelines and all appurtenances, storage facilities, booster pump stations, iron and manganese treatment facilities, and minimum project size of \$5 million;
 - b. Projects that utilize an integrated delivery method that require strong coordination and integration of the design and construction professionals and early involvement of the construction professionals

during design; and

- c. Projects where the Design-Builder was selected prior to the establishment of the final price and schedule and where the Design-Builder collaborated with the Owner to develop the final price and schedule.

2.6.10 RFP: The Owner's Request for Proposals, which will be issued to those Short Listed Offerors who are selected to proceed to the next phase of this Procurement.

2.6.11 Short Listed Offerors: Three responsive and responsible firms will be selected as Short Listed Offerors as part of the RFQ process. Only those firms that have been short-listed will be invited to submit a Proposal in response to the RFP.

SECTION 3: PROCUREMENT PROCESS

3.1 General Information

3.1.1 Compliance with Legal Requirements

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

3.1.2 Conflict of Interest and Communications with the Owner

a. Consultants who assisted the Owner in the RFQ/RFP preparations may not propose or participate on any Design-Build Team on this Project.

- i. The Owner may make a written determination to waive a potential conflict of interest if the role of the Consultant was limited to provision of preliminary design, reports, or similar "low-level" documents that will be incorporated into the Procurement and did not include assistance in development of instructions to Offerors or evaluation criteria.

b. Offerors are required to conduct the preparation of their SOQs with professional integrity and free of lobbying activities. Communication with the Owner regarding this Project shall be via email only and directed to the following Owner's Representative: Mr. Joseph Pope at jpope@mnsengineers.com. Do not communicate about the Project or the Procurement with any other Owner employees, representatives, or consultants. Communication with other Owner employees, representatives, or consultants regarding the Procurement may cause the firm involved to be disqualified from submitting under this Procurement. Any verified allegation that a responding Offeror or Team Member or an agent or consultant of the foregoing has made such contact or attempted to influence the evaluation, ranking, and/or selection of short-listed Offerors may be the cause for Owner to disqualify the Offeror team from submitting an SOQ or Proposal, to disqualify the Team Member from participating in the Procurement, and/or to discontinue any further consideration of such Offeror or Team Member.

c. Following the Owner's approval of the Short Listed Offerors, the Owner anticipates that certain communications and contacts will be permitted. The RFQ, RFP and/or other written communications from Owner will set forth the rules and parameters of such permitted contacts and communications. To the extent any Offeror intends at any time to initiate contact with the general public regarding the Project, the nature of such intended contact and the substance thereof must be approved in writing by the Owner prior to the commencement of such activities.

3.1.3 Expenses of Offeror and Payment of Stipend

With the exception of the potential payment of the Stipend as noted below, the Owner accepts no liability for the costs and expenses incurred by firms in responding to this Procurement. Each Offeror that enters into the Procurement process shall prepare the required materials, the SOQ, and the Proposal at its own expense and with the express understanding that the Offeror cannot make any claims whatsoever for reimbursement from the Owner for the costs and expenses associated with the process, even in the event the Owner cancels this Project or rejects all Proposals. Subject to the approval of the Project funding authority, the Owner may pay a stipend, in an amount to be determined, to the responsible Short Listed Offerors submitting responsive Proposals to the RFP that remain in competition until the point of Contract award but who are not awarded the Design-Build Contract. The selected Offeror will not receive a stipend.

3.1.4 Public Disclosure

All documentation and submittals provided to the Owner may be considered public documents under applicable laws and may be subject to disclosure. Offerors recognize and agree that the Owner will not be responsible or liable in any way for any losses that the Offeror may suffer from the lawful disclosure of information or materials to third parties.

Any materials requested to be treated as confidential documents, proprietary information, or trade secrets must be clearly identified and readily separable from the balance of the SOQ or Proposal. Such designations will not necessarily be conclusive, and Offerors may be required to justify why such material should not, upon written request, be disclosed by the Owner under the applicable public records act. The Owner will endeavor to provide at least two (2) Business Days' notice of a public records request for material submitted pursuant to this Procurement. Offerors must respond to the notice in writing with any objection to the production of the documents within two (2) Business Days of receipt of the notice. All costs incurred by Offerors associated with any public records request are the responsibility of the Offerors.

3.1.5 Protest Procedures

The protest procedures will be in accordance with the California Public Contract Code Chapter 12125.

The following protest procedures will apply:

- a. All Protests will be directed to:
 Mr. Joseph Pope via email at jpope@mnsengineers.com.
- b. Any Protest based on the form or content of the Procurement documents, which is or should have been apparent prior to the date established for submittal of the SOQ or Proposal, will not be considered if received by the person set forth above later than ten (10) calendar days prior to the specified submittal date.
- c. Protests based on any other circumstances must be received by the person noted above within five (5) business days from the date the Offeror or Short Listed Offeror was notified of any selection decision; however, in no event will a protest be considered if all SOQ or Proposals are rejected or if the Protest is received after award of the Contract.
- d. To be considered, a Protest shall be in writing and shall include: (1) the name, street address, and email address of the aggrieved party; (2) the name of the Project for which the Protest is submitted; (3) a detailed description of the specific grounds for the Protest and any supporting legal and/or factual documentation; and (4) the specific ruling or relief requested.
- e. In computing any period of time prescribed by this procedure, the day of the act or event from which the designated period of time begins to run shall not be included. The last day of the period shall be included. Any document received after the close of regular business hours (8:00 a.m. to 5:00 p.m.) shall be deemed received the following Business Day.
- f. By submitting an SOQ and/or Proposal in response to this Procurement, the Offeror acknowledges that it has reviewed and acquainted itself with the protest procedures herein and agrees to be bound by such procedures as a condition of submitting an SOQ and/or Proposal.

3.1.6 Identification of Reference Projects

For each Project identified in the SOQ, provide the following information. 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 Offeror can provide a separate table for the identified Projects. The identification of Projects will not be evaluated separately. Rather, the Projects will be evaluated in the context of the criteria set forth in Section 5.3.

- a. Name of Project;
- b. Owner/Customer;
- c. Location of Project (include address);
- d. 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;

- e. Project description and applicability and relevance of the referenced Project to the evaluation criteria for this Project;
- f. 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;
- g. The initial contract price, the final contract price, and an explanation for any difference between the two amounts;
- h. The initial date scheduled for substantial completion, the actual date of substantial completion, and an explanation for any difference between the two dates; and
- i. Project contact of the owner or customer (current address, e-mail, and phone number) who can verify the characteristics of the submitted Project example.

3.2 Owner Rights and Procurement Conditions

3.2.1 The Owner 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 any informality or irregularity;
- c. To revise the Procurement Documents and Schedule via an Addendum;
- d. To reject any Offeror that submits an incomplete or inadequate response or is not responsive to the requirements of this RFQ;
- e. To require confirmation of information furnished by an Offeror, require additional information from an Offeror concerning its SOQ or Proposal and require additional evidence of qualifications to perform the work described in this RFQ or a subsequent RFP;
- f. To provide clarifications or conduct discussions, at any time, with one or more Offerors;
- g. To contact references who are not listed in the Offeror's SOQs and investigate statements on the SOQs and/or qualification of the Offeror and any firms or individuals identified in the SOQ;
- h. To consider Alternative Technical Concepts and/or approaches identified by Offerors;
- i. To take any action affecting the RFQ process, the RFP process, or the Project that is determined to be in the Owner's best interests; and
- j. 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 shall 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, management, and financial qualifications to design, permit, construct, commission, and close out the Project. The issuance of this RFQ is the first phase of the Procurement process.
- b. Offerors will submit their SOQ and other deliverables required pursuant to this Procurement at the time and in the manner set forth in this RFQ and any Addenda. The Owner will not consider SOQ or other deliverables that are submitted after the Time set forth in the RFQ. Offerors are solely responsible for making sure that the Owner receives the SOQ in a timely fashion.
- c. The Owner will evaluate the information submitted by each Offeror to 1) determine whether the Offeror meets the mandatory minimum requirements and 2) evaluate the SOQ provided by each Offeror pursuant to the evaluation system described below. Any Offeror who fails to meet the mandatory minimum requirements set forth in this SOQ will be deemed non-responsive and will not be considered further by the Owner in this Procurement.

- d. All SOQ will be evaluated in accordance solely with the criteria established in the RFQ and any Addenda issued thereto. The evaluation criteria are listed below, including the relative weight or importance given to each criterion.
- e. Not more than three responsive and responsible firms will be selected as Short Listed Offerors. Only those firms that have been short-listed will be invited to submit a Proposal in response to the RFP.
- f. The results of the SOQ evaluations will not be carried forward and included in the final evaluation and selection.
- g. Design-Build Team Members and individual Key Team Members will be used as a basis for selection. Once shortlisted, neither the Offeror nor Team Members that are submitted to the Owner as part of the SOQ or Proposal may substitute a listed consultant, subconsultant or subcontractor, or any individual listed as a Key Team Member; however, a change to any submitted Team Member or Key Team Member will result in re-evaluation and may result in a change to the evaluation and ranking of the Offeror.

3.3.2 Request for Proposal (RFP), Confidential Individual Meetings & Selection Process

- a. The Owner will issue the RFP to the Short Listed Offerors. The RFP will further explain the evaluation criteria, Proprietary Meetings, and other elements of the RFP process.
- b. Prior to the submission date for Proposals, written questions will be accepted as defined in the RFP.
- c. The Owner will conduct a mandatory Site Walk Through with all Short Listed Offerors.
- d. The Owner will conduct two (2) one (1) hour Confidential Individual Meetings with each Short Listed Offeror as described in the RFP. The format of the Confidential Individual Meetings will be designed to allow the Short Listed Offerors to ask the Owner questions regarding the Project and the Owner's goals and concerns. The Offeror will provide an agenda and will lead each of the Meetings. All information from the Design-Build Teams provided in the Confidential Individual Meetings will remain confidential during the procurement process; however, see Section 3.15 with respect to the potential public disclosure of information provided during the procurement pursuant to any applicable public records act. The Proprietary meetings will also provide an opportunity for direct interaction between the Short Listed Offeror and the RFP Evaluation Committee or sub-committee.
- e. A Short Listed Offeror may submit suggested proposed changes to the Contract provisions or Alternative Technical Concepts no later than the date set forth in the Schedule. The Owner, at its sole discretion, may revise the RFP, the contract provisions, and/or program documents and issue an Addendum to all Short Listed Offerors.
- f. Short Listed Offerors will submit a Technical Proposal and Price Proposal in accordance with the Procurement schedule.
- g. The Price Proposal will be submitted in a separate email from the Technical Proposal as an attached encrypted file. File decryption key/password will be requested following completion of the review of the Technical Proposal.
- h. The Owner will establish an RFP Evaluation Committee to review and evaluate the Technical Proposal. The RFP Evaluation Committee may be the same as the RFQ Evaluation Committee. The RFP Evaluation Committee will evaluate the Proposals in accordance with the published evaluation criteria.
- i. At its sole discretion, the Owner may ask written questions of Offerors, seek written clarifications, and conduct discussions with Offerors on Proposals.
- j. The Owner will provide written notification to all Short Listed Offerors of the selection decision and make a selection summary available to all Offerors at the conclusion of the Procurement.
- k. At the Owner's discretion, it will initiate negotiations with the Preferred Offeror. The "Preferred

Offeror” is the Offeror that the Owner determines achieves the apparent best value. If the Owner is unable to execute a contract with the Preferred Offeror, negotiations with the Preferred Offeror may be terminated, and provided that such negotiations are terminated in writing, the Owner may proceed to negotiate with the next Preferred Offeror. The Owner will continue in accordance with this procedure until a contract agreement is reached or the selection process is terminated. Negotiations are at the Owner’s sole discretion. By submitting a Proposal pursuant to the RFP, the Offeror represents and warrants that it will enter into the contract provided by the Owner subject to the terms set forth in its Proposal.

3.3.3 Price Proposal

Short Listed Offerors will submit a Price Proposal pursuant to the instructions set forth in the RFP.

3.3.4 Evaluation and Ranking of Offerors

In the evaluation and ranking of Offerors, the Owner will consider the information submitted in the SOQ, the Technical and Price Proposals as well as the meetings with the Offerors with respect to the evaluation criteria set forth in the RFQ and RFP. The result of the evaluation will be a comparative ranking of Offerors.

For the purpose of selecting and evaluating Offerors, the evaluation criteria will be given the following relative weights:

RFQ Phase Selection Criteria & Weights

SOQ		Total Weight: <u>100%</u>
	Team Organization	<u>10</u> percent
	Demonstrated Past Performance with Successful Projects of Similar Scope and Complexity	<u>30</u> percent
	Design-Build Design, Engineering, and Permitting Past Performance	<u>25</u> percent
	Design-Build Construction Past Performance	<u>25</u> percent
	Design-Build Project Management Past Performance	<u>10</u> percent

RFP Phase Selection Criteria & Weights

Technical Proposal		Total Weight: <u>60%</u>
	Overall Management Approach	<u>10</u> percent
	Collaboration and Integration	<u>5</u> percent
	Design Development and Management	<u>10</u> percent
	Project Sequencing and Scheduling	<u>20</u> percent
	Proposed Design	<u>15</u> percent
Interview		Total Weight: <u>30%</u>
Price Proposal		Total Weight: <u>10%</u>

3.4 Contract Format

The Owner will enter into negotiations for the Design-Build Agreement with the Preferred Offeror. The Design-Build Agreement is anticipated to utilize the Design-Build Institute of America Standard Form of Agreement Between the Owner and Design Builder Form Number 525, and the DBIA Standard Form of General Conditions of Contract Between Owner and Design-Builder, Form Number 535, as amended and set forth in the RFP.

SECTION 4: SOQ DOCUMENTATION REQUIREMENTS

4.1. SOQ Format Requirements

The SOQs shall comply with the following format requirements:

4.1.1 SOQs shall be formatted in searchable .pdf format.

4.1.2 The body of the SOQ shall be organized in accordance with the Evaluation Criteria.

4.1.3 The body of the SOQ, when printed, shall be limited to a maximum of thirty (30) single-sided pages.

- a. The **only** documentation that is **not** included in the page count is the following:
 - i. Letter of interest or cover letter;
 - ii. Statement of Offeror's Ability to Provide a Proposal Bond, or Performance and Payment Bond;
 - iii. Statement of Offeror's Ability to Meet the Owner's Insurance Requirements;
 - iv. Corporate Structure Questionnaires;
 - v. Resumes of Key Team Members;
 - vi. Divider tabs, provided that they contain no substantive content; and
 - vii. Cover pages, provided that they contain no substantive content.
- b. **SOQs that exceed the page limit may be rejected.** The Owner, at its sole discretion, reserves the right to remove pages from the sections of any non-conforming SOQ submittals to bring each non-conforming SOQ submittal within the page count requirement.
- c. A "page" shall be defined as one single-sided piece of paper that has words, charts, tables, pictures, or graphics. Pages shall be 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 and/or designs and may not be used for an Offeror's narrative.
- d. The font shall be no smaller than 11 point.

4.2 SOQ Organization

SOQs shall consist of the following parts:

4.2.1 Letter of Interest

4.2.2 Minimum Qualifications

- a. Statement of Offeror's Ability to Provide Performance and Payment Bond. (See Section 5.2.1 and Attachment B)
- b. Statement of Offeror's Ability to Meet the Owner's Insurance Requirements. (See Section 5.2.2 and Attachment C)
- c. Offeror shall possess a valid California Class "A" General Engineering Contractor's license.
- d. Offeror's design engineer(s) shall possess valid California Professional Engineering license(s) in the applicable disciplines required by the project scope.
- e. Offeror shall demonstrate an acceptable safety record if its experience modification rate for the most recent three-year period is an average of 1.00 or less, and its average total recordable injury or illness rate and average lost work rate for the most recent three-year period does not exceed the applicable statistical standards for its business category or if the Offeror is a party to an alternative dispute resolution system as provided for in Section 3201.5 of the California Labor Code.

4.2.3 Technical & Management Qualifications

- a. Team Organization
- b. Design-Build Engineering, Permitting, and Design Past Performance
- c. Design-Build Construction Past Performance
- d. Design-Build Project Management Past Performance
- e. Demonstrated History of All Projects Similar in Scope and Complexity
- f. Provide set of reference plans and technical specifications from a past project of similar scope and complexity.

4.2.4 Corporate Structure Questionnaire(s)

SECTION 5: SOQ EVALUATION CRITERIA AND SUBMITTAL INFORMATION

5.1 Letter of Interest (No points)

The SOQ must include a cover letter containing the name, address, telephone number, fax number, and e-mail address of the Offeror and the principal contact person. The Letter of Interest shall also include the following: (1) name, address, telephone number, fax number, and e-mail address for all listed consultants, subconsultants and/or subcontractors for the Project; and (2) the type of firm or organization (corporation, partnership, joint venture, etc.) that will serve as the prime contracting party. The letter of interest may be a maximum of two (2) pages.

5.2 Minimum Qualifications

5.2.1 Statement of Offeror's Ability to Provide Performance and Payment Bond (Pass/Fail)

As a **mandatory minimum requirement**, the Offeror must have the ability to obtain a performance and payment bond in the amount of \$18,000,000. Offeror shall provide a letter signed by an authorized representative of Offeror's surety company (or agent) confirming that the Offeror can meet this minimum requirement. Any Offeror who fails to meet this mandatory minimum requirement will be considered non-responsive and will not be considered further by the Owner in this Procurement process. The surety shall be a company authorized to conduct business in the state where the Project is located with a minimum rating of A- Letters indicating "unlimited" bonding capability are not acceptable.

5.2.2 Statement of Offeror's Ability to Meet the Owner's Insurance Requirements. (Pass/Fail)

As a **mandatory minimum requirement**, the Offeror must document that it has the ability to meet the minimum insurance requirements as set forth in the attached draft Insurance Requirements (Attachment C). Offeror shall provide a letter from Offeror's insurance company or broker indicating that the Offeror is capable of complying with the insurance requirements specified in Attachment C. Any Offeror who fails to meet this mandatory minimum requirement will be considered to be non-responsive and will not be considered further by the Owner in this Procurement. The insurer shall be a company authorized to conduct business in the state where the Project is located with a minimum rating of A-.

5.3 Technical and Management Qualifications

The SOQ shall demonstrate the Design-Build Team's ability to undertake the Project by providing the following technical and management qualifications of the Offeror, Team Members, and individual Key Team Members. The Offeror is responsible for ensuring that contact information contained in their referenced Project profiles is correct. The inability to contact a reference may have a detrimental impact on the evaluating qualifications.

Emphasis will be placed on past performance and expertise in performing substantive work on projects that are of Similar Scope and Complexity, as described in the definitions above. The Owner reserves the right to award more points to projects that have more of the characteristics set forth in the definition of Projects of Similar Scope and Complexity. The Owner also reserves the right to award more points to successful projects in which the Offeror, Team Members, and/or individual Key Team Members had substantial responsibility for their respective scopes of work.

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

5.3.1 Team Organization

- a. Provide an organization chart (showing Team Members, Key Team Members and their firm affiliation) for all phases of the Project from design through final acceptance and warranty and maintenance period. Be certain to 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 Key Team Members on their team, the Design-Builder should include those individuals.
 - i. Person responsible for the overall management of the Project and design-build contract;
 - ii. Designer of Record;
 - iii. Discipline leads;
 - iv. Person responsible for overall construction management;
 - v. Person responsible for on-site field supervision and direction and construction (Superintendent);
 - vi. Person responsible for safety;
 - vii. Person responsible for quality assurance;
 - viii. Person responsible for cost controls and budgeting;
 - ix. Person responsible for scheduling; and
 - x. Person responsible for systems testing, configuration, and commissioning.
- b. Provide a resume for all Key Team Members. Resumes should be no longer than 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;
 - iii. Educational background, professional licenses, and/or certifications;
 - iv. Experience relevant to their proposed role on the Project and how their past performance on previous projects will benefit this Project; and
 - v. Based on the information available to the Design-Builder, proposed percentage of time that the Design-Builder intends to assign this individual to the Project.
- 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 Attachment D. If the prime Design-Builder is a Joint Venture, all Joint Venture partners must have functional responsibilities for the Project. Describe the duties of each Joint Venture partner.
- d. Provide information concerning workers' compensation experience history and a worker safety program.

5.3.2 Demonstrated Past Performance with Successful Projects of Similar Scope and Complexity

- a. Describe the Team's past performance in successfully managing design-build (or a similar integrated delivery model) Projects of Similar Scope and Complexity that include management and communications of an integrated team of design consultants, specialty subcontractors, and trade contractors. Include a description of any issues or problems that arose on the projects and how those issues or problems were resolved.
- b. Describe the Team's past performance in developing integrated design and construction schedules for Projects of Similar Scope and Complexity.

- c. Describe the Team's past performance in developing and/or managing costs within a Lump Sum contract.
- d. 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. The Owner reserves the right to award more points to those teams who have worked together in a collaborative delivery model.

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

- a. Describe the Design-Builder's past performance in managing the design process.
- b. Describe the Team's past performance with designing and permitting Projects of Similar Scope and Complexity. Include a description of any issues or problems that arose on the project and how those issues or problems were resolved.
- c. Describe the software used by the Team for design services, including a description of the Building Information Modeling system or other specialized software the Team would utilize for this Project.
- d. List all professional registrations and/or certifications that are relevant to the work associated with the Project.

5.3.4 Design-Build Construction Past Performance

- a. Describe the Team's past performance with construction management and construction of Projects of Similar Scope and Complexity. Include a description of any issues or problems that arose on the projects and how those issues or problems were resolved.
- b. Include in the narrative the Team's approach to the following:
 - i. Sequencing construction activities to maximize efficiency and minimize impact on the Owner;
 - ii. Assessing whether the Design-Builder has achieved performance requirements;
 - iii. Change orders; and
 - iv. Configuration, commissioning, and testing Projects of Similar Scope and Complexity.

5.3.5 Corporate Structure Questionnaire

Submit a completed Corporate Structure Questionnaire for Design-Builder and each Team Member.

5.3.6 Financial Statement

Submit an audited financial statement showing that the Design-Builder has the capacity to complete the Project.

SECTION 6: LIST OF ATTACHMENTS

- A. Scope of Work
- B. Proposal, Performance, and Payment Bond Instructions
- C. Insurance Requirements and Instructions
- D. Corporate Structure Questionnaire

Exhibit A

Project Scope of Work

The scope of work for this project includes:

- Improvements to the Well #1 Site:
 - Site Demolition and Improvements;
 - Replacement of the wellhead piping;
 - Installation of an Iron/Manganese Treatment System;
- Improvements at the Sunny Mesa Well Site:
 - Installation of a Booster Pump station to convey water from the Pajaro System to the Sunny Mesa System, including site demolition and improvements;
 - Destruction of two (2) wells and associated infrastructure;
- Improvements at the Pajaro Tank Site:
 - Piping modifications to onsite piping to allow filling of the existing storage tanks from an off-site source;
 - Rehabilitation of Pajaro Water Tank No. 1 at the Pajaro Water Tank site, including interior/exterior recoating and appurtenance repair/replacement;
- Installation of approximately 21,600 linear feet (LF) of 10” and 6” Transmission Main, including associated appurtenances such as valves, fire hydrants, blow off valves, air release valves, and water sampling stations;
- Installation of a SCADA System; and
- Replace all water meters in the Pajaro Water System and the Sunny Mesa Water System with radio-read meters (approximately 731 meters between the two systems).

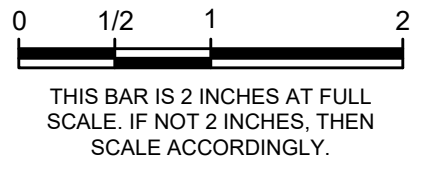
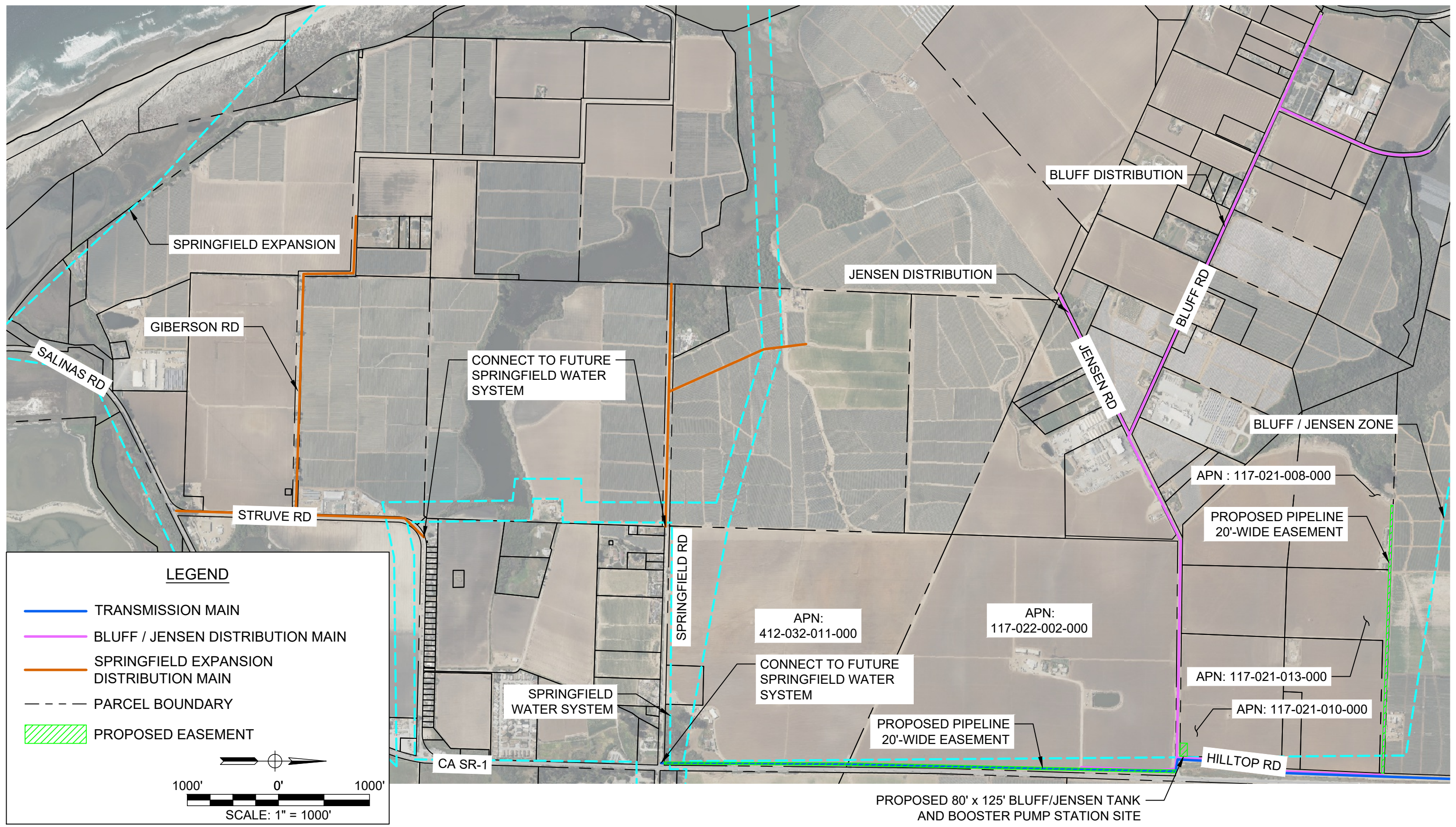
Attachments:

Figure 1 & 2 Project Maps

Preliminary Engineering Report (via web link)

<https://www.pajarosunnymesa.com/files/4e8effb6e/COMBINED+PSMS+Area+Regional+Consolidation+%28NOML%29+PER.pdf>

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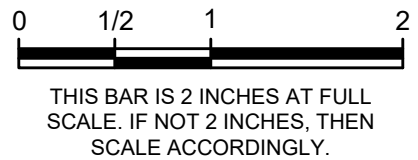
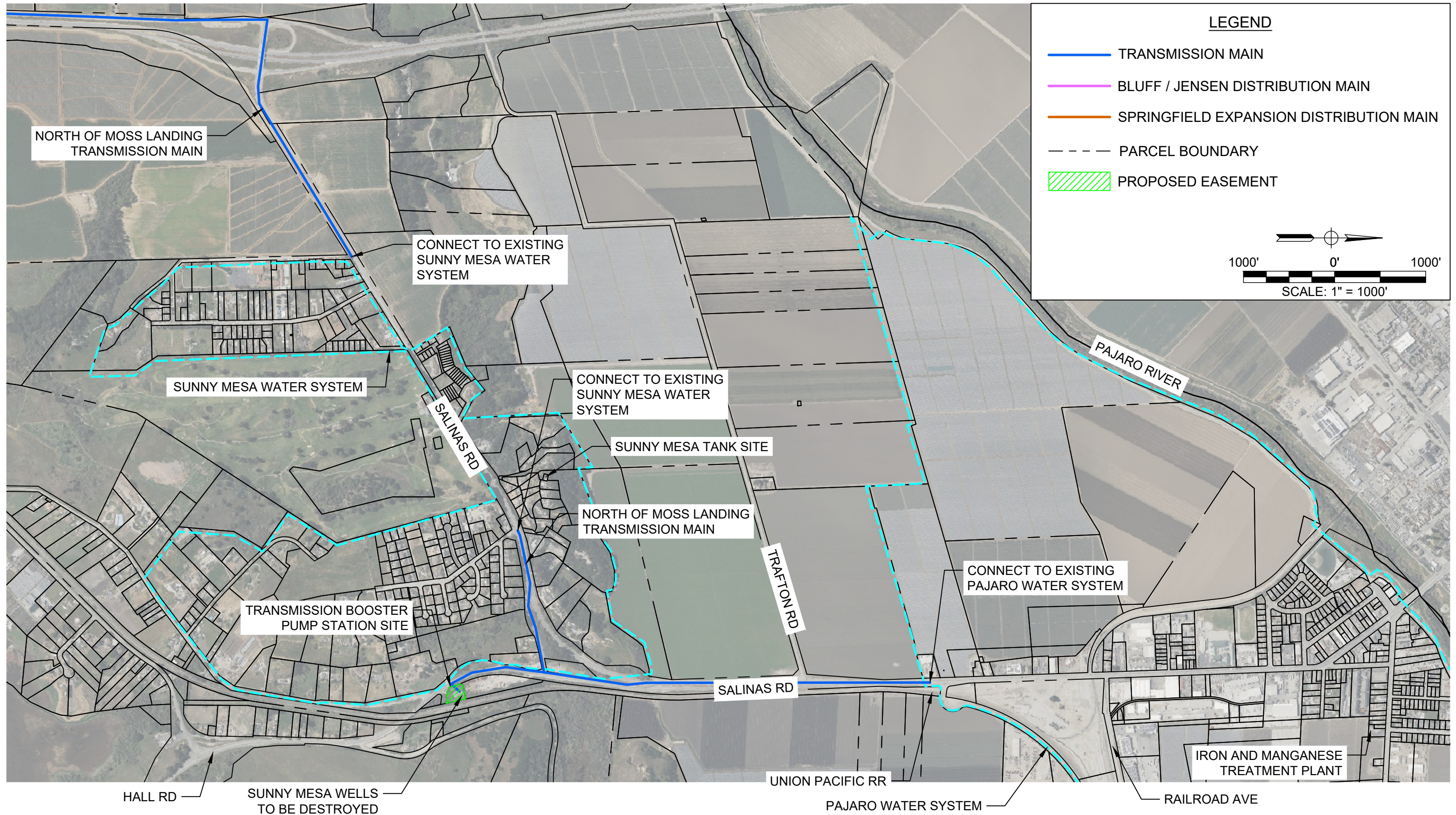
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1"=1000'

COMPREHENSIVE LAND ACQUISITION MAP

PAJARO - SUNNY MESA - SPRINGFIELD AREA REGIONAL CONSOLIDATION

FIGURE 7-0
DECEMBER 2024

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COMPREHENSIVE LAND ACQUISITION MAP

PAJARO - SUNNY MESA - SPRINGFIELD AREA REGIONAL CONSOLIDATION

FIGURE 7-1
DECEMBER 2024

Exhibit B

Proposal, Performance, and Payment Bond Instructions

1. Offerors are required to provide a Proposal Bond upon being shortlisted for this Procurement. The following shall apply:
 - a. The Proposal Bond shall be in the amount of \$18,000,000.
 - b. The Proposal Bond shall be in the form attached hereto. [\[See DBIA Form 610.\]](#)
 - c. The Proposal Bond must be submitted within 5 days of the date that the Offeror is shortlisted for the Project. Failure to timely submit a Proposal Bond will result in the disqualification of Offeror from this procurement. In such a case, and at the Owner's sole option, the Owner may add another Offeror to the shortlist.

2. The selected Design-Builder will be required to provide the following bonds for this Project:
 - Payment Bond in the amount of \$18,000,000.
 - Performance Bond in the amount of \$18,000,000.

If either of the boxes above are selected, the following shall apply:

- a. Offerors must submit a statement from their bonding company that the Offeror can meet the bonding requirements set forth above.
- b. The Payment and Performance Bonds shall be in the form attached hereto. [\[See DBIA Forms 620 and 625.\]](#)

PROPOSAL BOND FOR DESIGN-BUILD PROJECTS

*This bond form has been endorsed by The National Association of Surety Bond Producers and
The Surety & Fidelity Association of America*

DESIGN-BUILDER/PRINCIPAL: <i>(Name and address)</i>	SURETY: <i>(Name and address)</i>
OWNER/OBLIGEE: <i>(Name and address)</i>	PROJECT: <i>(Name and location)</i>
BOND DATE:	BOND AMOUNT:

MODIFICATIONS TO THIS BOND:

(List modifications to this Bond below. If none, write "None")

BOND TERMS AND CONDITIONS

1 Proposer's Obligations. If the Owner shall accept the Proposal of the Design-Builder within the time specified in the request for proposals, or within such time period as may be agreed to by the Owner and Design-Builder, the Design-Builder shall:

1.1 Enter into an agreement with the Owner in accordance with the terms of such Proposal.

1.2 Provide Owner with such performance and payment bonds required by the request for proposals, with a corporate surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner.

2 Default of Proposer. If Design-Builder fails without cause to perform the obligations in Section 1 of this Bond, then Design-Builder shall pay to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said Proposal and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said Proposal.

2.1 Payment of the Bond Amount is the extent of the Surety's liability to Owner for default under this Bond.

3 Effectiveness of Bond. If Design-Builder shall perform the obligations in Sections 1 or 2, then this obligation shall be null and void, otherwise to remain in full force and effect.

4 Binding Effect. The Design-Builder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner in the Bond Amount set forth above, as provided herein.

5 Payment Due, When. Upon default of Design-Builder under Section 2 of this Bond, payment shall be due and payable to Owner within thirty (30) calendar days of receipt by both the Design-Builder and Surety of written Notice of Default from Owner. The notice shall be given by Owner with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due and the basis for such calculation.

6 Waiver of Notice. The Surety waives notice of, and any defenses based on or arising out of, any time extension to issue Notice of Award agreed to in writing by Owner and Design-Builder, provided that the total time for issuing Notice of Award including extensions shall not in the aggregate exceed ninety (90) days from the date the Proposal was due. Any further extension of time requires the Surety's written consent.

7 Dispute Resolution. No suit or action shall be commenced under this Bond prior to thirty (30) calendar days after the Notice of Default required in Section 5 above is received by Design-Builder and Surety and in no case later than one (1) year after Proposal due date.

7.1 In the event of bankruptcy of the Design-Builder, the Surety agrees that the Design-Builder is not a necessary or indispensable party to any suit or action by the Owner against the Surety to enforce the Surety's obligations under this Bond.

8 Statutory Compliance. If this Bond has been furnished to comply with a statutory requirement in the location where the Project is located, then any provision herein that conflicts with a statutory requirement shall be deemed deleted and replaced by provisions conforming to such statutory requirement. The intent is that this Bond shall be construed as a statutory bond conforming to the applicable statutes.

9 Beneficiaries. No right of action shall accrue on this Bond to any person or entity other than Owner or its heirs, executors, administrators, or successors, unless some other party is named in this Bond as a dual obligee.

10 Notice. Unless otherwise noted below, written notice under this Bond to Surety, Owner or Design-Builder shall be mailed or delivered to the address shown on page 1.

(List any alternate contact information below for notice of any claim on this Bond. If none, then use address on page 1.)

11 Authorization. The Surety represents that it is admitted to act as an authorized corporate surety in the state in which the Project is located. Surety and Design-Builder, intending to be legally bound hereby, subject to the terms set out above, do each cause this Bond to be duly executed on its behalf by its authorized officer, agent, or representative.

12 Subcontract Bonds. If this Bond is issued in connection with a subcontractor's proposal to a Design-Builder, the term Design-Builder in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Design-Builder.

DESIGN-BUILDER (AS PRINCIPAL) Company:	SURETY Company:
Signature:	Signature:
Name and Title:	Name and Title:
	Corporate Seal
	(Attach Power of Attorney)

(Space is provided below for signatures of additional parties, if required.)

Attest:

Signature and Title

PAYMENT BOND FOR DESIGN-BUILD PROJECTS

*This bond form has been endorsed by The National Association of Surety Bond Producers and
The Surety & Fidelity Association of America*

DESIGN-BUILDER/PRINCIPAL: <i>(Name and address)</i>	SURETY: <i>(Name and address)</i>
OWNER/OBLIGEE: <i>(Name and address)</i>	PROJECT: <i>(Name and location)</i>
DESIGN-BUILD AGREEMENT: Dated: Amount:	BOND DATE: <i>(Not earlier than date of Design-Build Agreement)</i> BOND AMOUNT:

MODIFICATIONS TO THIS BOND:

(List modifications to this Bond below. If none, write "None")

BOND TERMS AND CONDITIONS

1 Binding Effect. The Design-Builder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to pay for labor, services, materials and equipment furnished by Claimants for use in the performance of the Design-Build Agreement, which is incorporated herein by reference.

2 Intent of Bond. If the Design-Builder promptly makes payment of all sums for all labor, services, materials, and equipment furnished for use in the performance of the Design-Build Agreement, then the Surety's obligations under this Bond are null and void. Otherwise the Surety's obligations shall remain in full force and effect.

3 Notice of Claim. Every Claimant who has not been paid in full before the expiration of a period of ninety (90) days after such Claimant provided or performed the last of the work, services or labor, or furnished the last of the materials or equipment for which said claim is made, may have a right of action on this Bond.

3.1 Claimants shall provide written notice to the Surety and send a copy, or notice thereof, to Owner and Design-Builder, stating that a claim is being made under this Bond and, with substantial accuracy, the amount of the claim, and the last date such work, services or labor were performed, or the last materials or equipment were furnished in furtherance of the Design-Build Agreement.

3.2 If Claimant does not have a direct contract with Design-Builder, the notice shall identify the person or entity with whom Claimant contracted and who has not made payment to Claimant.

4 Surety's Obligations. When a Claimant has satisfied the conditions of Section 3, the Surety shall promptly take the following actions at the Surety's expense:

4.1 Send an answer to that Claimant, with a copy to the Owner and Design-Builder, within sixty (60) days after receipt of the claim, stating the amounts that are undisputed and the basis for challenging any disputed portions or amounts.

4.2 Pay or arrange for payment of any undisputed amounts.

5 Bond Liability. The Surety's total obligation shall not exceed the Bond Amount, plus the amount of reasonable attorney's fees provided for herein.

5.1 If the Surety fails to discharge its obligations under Sections 4.1 or 4.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to successfully recover any sums found to be due and owing to the Claimant. If Claimant does not recover the entire amount claimed in its notice under Section 3, then such attorney's fees shall be reduced in proportion to the amount actually recovered.

5.2 The Surety shall not be liable to the Owner, Claimants or others for obligations of the Design-Builder that are unrelated to the Design-Build Agreement, and the Contract Balance shall not be reduced or set off on account of any such unrelated obligations.

6 Waiver of Notice. The Surety hereby waives notice of changes to the Design-Build Agreement, including changes within the general scope, or of time or price, or to related subcontracts or purchase orders.

7 Dispute Resolution. No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the State in which the Project is located. Such suit or action must be filed within one (1) year from the date: a) on which the Claimant sent a claim to the Surety pursuant to Section 3.1; or, b) on which the Claimant last performed labor or services or furnished

materials or equipment on the Project, whichever occurs first. If the provisions of this Section 7 are prohibited by law, the minimum period of limitation available to sureties in the jurisdiction in which the Project is located shall be applicable.

7.1 In the event of bankruptcy of the Design-Builder, the Surety agrees that the Design-Builder is not a necessary or indispensable party to any legal action by any party against the Surety to enforce the Surety's obligations under this Bond.

8 Statutory Compliance. If this Bond has been furnished to comply with a statutory requirement in the location where the Project is located, then any provision herein that conflicts with a statutory requirement shall be deemed deleted and replaced by provisions conforming to such statutory requirement. The intent is that this Bond shall be construed as a statutory bond conforming to the applicable statutes.

9 Copy To Be Furnished. Upon written request of any person or entity appearing to be a potential Claimant on this Bond, Design-Builder shall promptly furnish a copy of this Bond or shall permit a copy to be made.

10 Claimant Defined. A Claimant is any individual or entity having a direct contract with the Design-Builder or having a contract with a subcontractor that has a direct contract with the Design-Builder to furnish services, labor, materials or equipment for use in the performance of the Design-Build Agreement.

10.1 A Claimant may include amounts owed by the Design-Builder for design and other professional services furnished or performed by Claimant regardless of whether such services might form the basis for a mechanic's lien under applicable State law.

11 Notice. Unless otherwise noted below, written notice under this Bond to Surety, Owner or Design-Builder shall be mailed or delivered electronically or by hard mail to the contact information shown on page 1.

(List any alternate contact information below for notice to the Surety of any claim on this Bond. If none, then use the contact information on page 1)

For Claims on this Bond:

(check appropriate box)

Use the contact information shown on page 1; or

Use the following alternate contact information:

(fill in Surety claims administrator contact information below)

12 Subcontractor Bonds. If this Bond is issued for an agreement between the Design-Builder and a subcontractor, the term Design-Builder in this Bond shall be deemed to be the bonded subcontractor and the term Owner shall be deemed to be Design-Builder.

13 Authorization. The Surety represents that it is admitted to act as an authorized corporate surety in the state in which the Project is located. Surety and Design-Builder, intending to be legally bound hereby, subject to the terms set out above, do each cause this Payment Bond to be duly executed on its behalf by its authorized officer, agent, or representative.

DESIGN-BUILDER (AS PRINCIPAL) Company:	SURETY Company:

Signature:	Signature:
Name and Title:	Name and Title:
	Corporate Seal
	(Attach Power of Attorney)

(Space is provided below for signatures of additional parties, if required.)

Attest:

Signature and Title

PERFORMANCE BOND FOR DESIGN-BUILD PROJECTS

*This bond form has been endorsed by The National Association of Surety Bond Producers and
The Surety & Fidelity Association of America*

DESIGN-BUILDER/PRINCIPAL: <i>(Name and address)</i>	SURETY: <i>(Name and contact information)</i>
OWNER/OBLIGEE: <i>(Name and address)</i>	PROJECT: <i>(Name and location)</i>
DESIGN-BUILD AGREEMENT: Dated: Amount:	BOND DATE: <i>(Not earlier than date of Design-Build Agreement)</i> BOND AMOUNT:

MODIFICATIONS TO THIS BOND:

(List modifications to this Bond below. If none, write "None")

BOND TERMS AND CONDITIONS

1 Binding Effect. The Design-Builder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Design-Build Agreement, which is incorporated herein by reference.

2 Intent of Bond. If the Design-Builder performs its obligations under the Design-Build Agreement, then the Surety's obligations under this Bond are null and void, except to participate in meetings as provided in Section 4.

3 Waiver of Notice. The Surety hereby waives notice of changes to the Design-Build Agreement, including changes within the general scope, or of time or price, or to related subcontracts or purchase orders.

4 Owner's Obligations. If there is no default in Owner's obligations under the Design-Build Agreement, then the Surety's obligation under this Bond shall arise after the following steps have been taken by Owner, as a condition precedent to a Bond claim:

4.1 The Owner has first provided written notice to the Design-Builder and Surety at the addresses listed on page 1 of this Bond, that Owner is considering declaring the Design-Builder in default and has requested and attempted to arrange a meeting with the Design-Builder and Surety, to be held not later than fourteen (14) days after receipt of Owner's notice, to discuss methods of performing the Design-Builder's obligations under the Design-Build Agreement. If the Owner, Design-Builder and Surety agree, the Design-Builder shall be allowed a reasonable time to perform its obligations under the Design-Build Agreement, but such an agreement shall not waive the Owner's right, if any, subsequently to declare the Design-Builder in default;

4.2 The Owner declares the Design-Builder to be in default, terminates the Design-Build Agreement and notifies the Surety in writing; and

4.3 The Owner has agreed to pay the balance remaining under the Design-Build Agreement (i.e., the total amount payable by the Owner to the Design-Builder thereunder less amounts properly paid by the Owner to the Design-Builder, the "Contract Balance") to:

.1 The Surety, in accordance with the terms of the Design-Build Agreement; or

.2 Another design-builder selected pursuant to Section 5.3 to perform the remaining obligations under the Design-Build Agreement.

5 Surety's Obligations. When Owner has satisfied the conditions of Section 4, the Surety shall promptly take one of the following actions, at the Surety's expense:

5.1 Arrange for the Design-Builder to perform and complete the remaining obligations under the Design-Build Agreement, with consent of Owner;

5.2 Undertake to perform and complete the remaining obligations under the Design-Build Agreement itself, through its agents or through independent contractors;

5.3 Obtain bids or negotiated proposals from qualified design-builders acceptable to Owner for a contract for performance and completion of the Design-Build Agreement, arrange for a contract to be prepared for execution by Owner and a design-builder selected with Owner's concurrence, to be secured by performance and payment bonds equivalent to those for the Design-Build Agreement, issued by a qualified surety. The Surety shall: a. make available as Work progresses sufficient funds to pay the cost of completion of the Design-Build Agreement; and, b. pay to Owner the amount of damages as described in Section 7;

5.4 Waive its right to complete the Work under Sections 5.2 or 5.3, and reimburse the Owner the amount of its reasonable costs to complete the Work; or

5.5 Deny liability, in whole or in part, and notify the Owner in writing, citing reasons therefor.

6 Owner's Rights. If the Surety does not proceed as provided in Section 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven (7) days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond and stating that the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Section 5.4, and the Owner refuses the payment, or the Surety has denied liability, in whole or in part, under Section 5.5, the Owner shall be entitled without further notice to enforce any remedy available to it.

7 Damages Covered. In any event, the Surety's obligations to the Owner, and the Owner's obligations to the Surety, shall not be greater than those of the Owner and Design-Builder to each other, respectively, under the Design-Build Agreement. Subject to commitment by Owner to payment of the Contract Balance, the Surety is obligated without duplication for:

7.1 The responsibilities of Design-Builder for correction of defective Work and completion of the Project;

7.2 Additional legal, design professional and delay costs resulting from Design-Builder's default, and resulting from the actions or failure to act of Surety under Section 5; and

7.3 Liquidated damages, or if no liquidated damages are specified in the Design-Build Agreement, actual damages caused by delayed performance or non-performance of Design-Builder.

8 Bond Liability. If the Surety elects to act under Sections 5.1, 5.3 or 5.4, the Surety's total liability shall not exceed the Bond Amount.

8.1 The Surety shall not be liable to the Owner or others for obligations of the Design-Builder that are unrelated to the Design-Build Agreement, and the Contract Balance shall not be reduced or set off on account of any such unrelated obligations.

9 Beneficiaries. No right of action shall accrue on this Bond to any person or entity other than Owner or its heirs, executors, administrators, or successors, unless some other party is named in this Bond as a dual obligee.

10 Dispute Resolution. All disputes related to this Bond shall be instituted in any court of competent jurisdiction in the location in which the Project is located and shall be commenced within two (2) years after: a. the Owner declares the Design-Builder in default under Section 4.2; or, b. Substantial Completion of the Project, whichever occurs first. If the provisions of this Section 10 are prohibited by law, the minimum period of limitation available to sureties in the jurisdiction in which the Project is located shall be applicable.

10.1 In the event of bankruptcy of the Design-Builder, the Surety agrees that the Design-Builder is not a necessary or indispensable party to any legal action by Owner against Surety to enforce the Surety's obligations under this Bond.

11 Notice. Unless otherwise noted below, written notice under this Bond to Surety, Owner or Design-Builder shall be mailed or delivered electronically or by hard mail to the contact information shown on page 1.

(List any alternate contact information below for notice to the Surety of any claim on this Bond. If none, then use the contact information on page 1)

For Claims on this Bond:
(check appropriate box)

- Use the contact information shown on page 1; or
- Use the following alternate contact information:
(fill in Surety claims administrator contact information below)

12 Statutory Compliance. If this Bond has been furnished to comply with a statutory requirement in the location where the Project is located, then any provision herein that conflicts with a statutory requirement shall be deemed deleted and replaced by provisions conforming to such statutory requirement. The intent is that this Bond shall be construed as a statutory bond conforming to the applicable statutes.

13 Warranty Obligation. The Surety's obligations to the Owner for warranties of the Design-Builder shall be the same as those required of the Design-Builder under the Design-Build Agreement, subject to the time limitation in Section 10. Unless otherwise stated below, the Surety's obligation for such warranties excludes: a) products, materials or equipment covered by a manufacturer's separate warranty; and b) claims by the Owner first noticed to Surety in writing more than one year after the effective date of such warranty as specified under the Design-Build Agreement.
(List below any exceptions to the above limitations on Surety's warranty obligation, if any)

14 Authorization. The Surety represents that it is admitted to act as an authorized corporate surety in the state in which the Project is located. Surety and Design-Builder, intending to be legally bound hereby, subject to the terms set out above, do each cause this Performance Bond to be duly executed on its behalf by its authorized officer, agent, or representative.

DESIGN-BUILDER (AS PRINCIPAL) Company:	SURETY Company:
Signature:	Signature:
Name and Title:	Name and Title:
	Corporate Seal
	(Attach Power of Attorney)

(Space is provided below for signatures of additional parties, if required.)

Attest:

Signature and Title

Exhibit C

Insurance Requirements and Instructions

1. The Selected Design-Builder will be required to provide insurance as set forth in the attached.
2. Offerors must provide either:
 - a. A statement from their insurance company that Offerors can meet the insurance requirements set forth above; or
 - b. An ACCORD Insurance Certificate that shows evidence of insurance that meets or exceeds the requirements set forth above.

Insurance Exhibit

Design-Builder's Insurance Requirements

1.1 Insurance Types and Limits.

1.1.1 Design-Builder shall purchase and maintain insurance of the types, with the limits required, containing such endorsements and subject to such terms and conditions as follows, as well as Article 5 of DBIA Document No. 535, *Standard Form of General Conditions of Contract Between Owner and Design-Builder* (2022 Edition):

Type of Insurance A.M. Best Rating: A- or better	Limits Required Per Claim/Occurrence	Limits Required Aggregate Policy Limits
1. Worker's Compensation	Statutory Limits	Statutory Limits
2. Employer's Liability (Bodily Injury by Accident)	\$1,000,000	\$1,000,000
3. Commercial General Liability		
a. Bodily Injury/Property Damage	\$1,000,000	\$2,000,000
c. Products/Completed Operation aggregate limit	n/a	\$2,000,000
d. Personal and Advertising Injury aggregate limit	\$1,000,000	\$2,000,000
e. Medical Expense limit (any one person)	\$10,000	n/a
4. Contractor's Protective Liability (if applicable)	\$ n/a	\$ n/a
5. Commercial Automobile Liability (Any Auto)	\$1,000,000	\$1,000,000
6. Professional Errors and Omissions pursuant to Section 1.1.3(A) and 1.1.3(B) below (per claim/aggregate) providing coverage for professional services performed under the Agreement	\$5,000,000	\$10,000,000
7. Contractor's Pollution Liability including coverage for microbial matter (if applicable)	\$5,000,000	\$10,000,000
8. Umbrella/Excess Liability Insurance	\$10,000,000	\$10,000,000

1.1.2 The insurance required by Section 1.1.1 shall be written for not less than the limits required in the table above or required by law, whichever coverage is greater. Coverages, whether written on an occurrence or claims-made basis, shall be maintained without interruption from date of commencement of the Work until date of Final Payment, unless noted below.

1.1.3

1.1.3(A) Professional Liability Insurance To Be Provided By Design Consultant. Such policies must provide coverage for the scope of professional services to be provided by or on behalf of Design Consultant.

The requirement for professional liability coverage on this Project shall be the standard form practice policy provided by Design Consultant.

Design-Builder shall provide Owner with prior written notice of any cancellation or non-renewal of Design Consultant's practice policy and shall include in the Design Consultant Agreement a provision requiring Design Consultant to give Design-Builder 30 Days' written notice of any cancellation or non-renewal.

1.1.3(A) If any portion of the design or other professional service is to be performed by any person or entity other than Design Consultant then it is the responsibility of Design Consultant to require that such person or entity provide Design-Builder and Design Consultant with evidence of insurance to comport with this Exhibit.

1.1.3(B) Professional Liability Insurance To Be Provided By Design-Builder. Such policies must provide coverage for the scope of professional services to be provided by or on behalf of Design-Builder.

The requirement for professional liability coverage on this Project shall be the standard form practice policy provided by Design-Builder.

Design-Builder shall provide Owner with prior written notice of any cancellation or non-renewal of Design-Builder's practice policy.

1.1.3(B) If any portion of the design or other professional service is to be performed by any person or entity other than Design-Builder then it is the responsibility of Design-Builder to require that person or entity provide Design-Builder with evidence of insurance to comport with this Exhibit.

2.1 Coverage Parameters and Endorsements.

2.1.1 Commercial General Liability Insurance shall be written on an occurrence basis, utilizing standard ISO unmodified coverage form (latest edition) or equivalent. Endorsements excluding, restricting or limiting coverage may be acceptable under certain circumstances provided the same are agreed upon by Owner and Design-Builder.

2.1.2 General Liability, Automobile Liability, Worker's Compensation/Employer's Liability and Umbrella/Excess Liability policies shall each include the following endorsements:

2.1.2.1 Unintentional Errors and Omissions Endorsement

2.1.2.2 Notice of Occurrence Endorsement

2.1.2.3 Knowledge of Occurrence Endorsement

2.1.3 Commercial Automobile Liability coverage shall be provided by standard ISO Commercial Automobile Policy covering Any Auto (symbol 1) , Non-Owned and Hired Vehicles.

2.1.4 Umbrella/Excess Liability must schedule Commercial General Liability, Automobile Liability and Employer's Liability as underlying policies. The Umbrella/Excess Liability policies shall be

written in accordance with the scheduled underlying policies and must be at least as broad as the underlying policies.

2.1.5 Contractor's Pollution Liability shall either be written on an occurrence or claims-made basis. If written on a claims-made basis, the policy must comport to Section 4.1.4.

2.1.5.1 If applicable, the policy is to provide coverage for off-site transportation. When required, coverage is also to be provided for claims involving materials removed from the site and brought to non-owned off-site disposal, treatment and storage facilities.

2.1.5.2 Any restriction, limitation or exclusion related to naturally occurring substances must be modified so as not to apply to microbial matter and the release of such naturally occurring substances as a result of the performance of operations or materials/equipment brought to the site by Design-Builder.

3.1 Additional Insureds

3.1.1 Owner and Owner's officers, directors and employees shall be included as an additional insured on general liability, umbrella/excess and automobile liability policies of insurance required above of Design-Builder and its Subcontractors and Design Consultants. If required, as set forth above, Owner shall also be included as an additional insured on Design-Builder's Contractor's Pollution Liability policy of insurance. Coverage granted to an additional insured shall be primary and that coverage independently carried by an additional insured shall not contribute. Design-Builder shall furnish to Owner a copy of all Certificates of Insurance showing Owner as additional insured as set forth above. Design-Builder shall require Subcontractors and Design Consultants of any tier to furnish such certificates, and upon request of the same will furnish them to Owner.

3.1.2 Each of the policies designated in section 3.1.1 is to provide a waiver of subrogation in favor of those persons or entities included as additional insureds. A waiver of subrogation is also to be provided to such entities under Worker's Compensation/Employer's Liability policies, where allowed by law. List here any other coverages required to provide a waiver of subrogation in favor of those persons or entities included as additional insureds: Community Water Center, the North Monterey County Unified School District, and the California State Water Resources Control Board and its officers, agents, employees, and servants.

3.1.3 Additional Insured coverage provided under the Commercial General Liability/Umbrella/Excess and, if applicable, Design-Builder's Contractor's Pollution Liability policies, shall cover both the premises/operations and completed operations hazards.

4.1 Terms and Effective Dates.

4.1.1 If the General Liability coverages are provided by a Commercial General Liability Policy on a claims-made basis, the policy date or retroactive date shall predate the Agreement.

4.1.2 If Contractor's Pollution Policy is made on a claims-made basis, the policy date or retroactive date shall predate the Agreement.

4.1.3 Professional Liability coverage shall be retroactive to the date that professional services first commenced.

4.1.4 All claims-made policies, including without limitation, Professional Liability coverage provided on a Project specific basis (if any), must be maintained by Design-Builder for ten years from Substantial Completion or shall include an extended reporting period of ten years beyond the date for Substantial Completion of the Project, unless otherwise specified.

Exhibit D

Corporate Structure Questionnaire

1. Offerors 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, Offerors must:
- a. Submit the above information about the Joint Venture as well as for each member of the Joint Venture; and
 - b. Attach a copy of the Joint Venture Agreement to this form.
3. If the Proposed Design-Builder is a privately held corporation, limited liability company, partnership, or joint venture, using the above template, the Offeror shall provide a listing of all the shareholders, partners, or members known at the time of the statement of qualification submission who will perform work on the Project.