



**REAL ESTATE SERVICES DIVISION
ASSET MANAGEMENT BRANCH**

DOWNTOWN SAN DIEGO OFFICE PROJECT, SB-140

REQUEST FOR QUALIFICATIONS (RFQ)

TRANSACTION NO. 128420

Date: March 4, 2010

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 - Exhibit F - Site Plan of State Property
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State of California • Department of General Services • Arnold Schwarzenegger, Governor

REAL ESTATE SERVICES DIVISION

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**DEPARTMENT GENERAL SERVICES
REQUEST FOR QUALIFICATIONS (“RFQ”)
FOR REPLACEMENT OFFICE SPACE**

Downtown San Diego Office Project, SB-140
(“Project”)

March, 4, 2010 (DRAFT)

ADVERTISEMENT

**Opportunity to Control up to Two (2) Adjacent City Blocks
Totaling 2.75± Acres in Downtown San Diego**

The State of California (State), Department of General Services (Department) invites you (Proposer or Proposers) to submit a Statement of Qualifications (SOQ) in response to this RFQ, the outcome of which may lead to an invitation to participate in a Request for Proposal (RFP) to provide the State approximately 120,000 square feet of net usable office space (as defined in the RFQ) in downtown San Diego (Replacement Office Space or Project) in exchange for control of up to two (2) State owned and adjacent city blocks also located in downtown San Diego (State Property). The State Property is bounded by West Ash Street to the north, Front Street to the east, West A Street to the south, and State Street to the west.

The Department is authorized to sell, exchange, lease or any combination thereof, the State Property, and use the proceeds or value to acquire, apply toward acquisition, and/or lease Replacement Office Space to replace an office building currently located on the east block of the State Property. Additionally, the State must secure an equity position in the Replacement Office Space. An Equity Position is defined herein as the fee simple ownership or opportunity for fee simple ownership in the Replacement Office Space through ground lease, lease purchase, or option to purchase.

The Replacement Office Space may be located on a portion of the existing State Property or on an alternative site (Alternate Site(s)) within a defined area in downtown San Diego. Additionally, the Replacement Office Space may be new construction or renovation of an existing building.

The existing State Property site is qualified for the design and construction of new Replacement Office Space. However, as it is the intent of the Department that Proposers be allowed the opportunity to exercise creative license, Alternate Site proposals for the Replacement Office Space (new construction or renovation) will be considered and subject to the criteria contained within the RFQ and subsequent RFP. The RFQ will also qualify Alternate Sites if so proposed. RFQ Proposers intending to propose Replacement Office Space on the State Property at RFP need not address the RFQ Alternate Site criteria.

All qualified RFQ Proposers will be invited to participate in the RFP. Qualified Proposers proposing Alternate Sites that also qualify will be invited to participate in the RFP with a project proposed on the Alternate Site. Qualified Proposers proposing Alternate Sites that do not qualify will be invited to participate in the RFP – but only with a project proposed on the State Property. The proposed Project that is ultimately selected during the RFP process will represent that project which, at the sole discretion of the State, poses the best opportunity for the State to meet its objectives.

The successful RFP Proposer will be responsible for developing the Replacement Office Space to include, but not limited to, entitling, designing, permitting, and financing the Replacement Office Space in exchange for control of the State Property or portion thereof. The State's only capital contribution toward the development of the Replacement Office Space will be the value of all or a portion of the State Property proposed for exchange. Additionally, the State's cost to administer this project as well as the cost to relocate State tenants to the Replacement Office Space will be funded by the Proposer as a cost of development.

A briefing conference for this RFQ is scheduled for 10:00 a.m. PST, Tuesday, March 23, 2010, in Conference Room B109 in the existing State Property office building at 1350 Front Street, San Diego. This conference is intended to review the RFQ process, submittal requirements, and qualifications criteria. The State will accept written questions at the briefing conference, and the State's formal response to any written questions will be posted to the project website. Prospective Proposer's designated Project Manager, as described in the RFQ, should be in attendance at this meeting.

Interested parties may obtain an RFQ package by downloading it from the project web site at [Downtown San Diego Office Project, \(SB-140\)](#). It is the reader's responsibility to contact the State should the information linked not be available. The State may modify any part of the RFQ, prior to the date fixed for submission of final proposals, by issuance of an addendum posted to at the above web site. Addenda will be numbered consecutively. THE STATE ENCOURAGES INTERESTED PARTIES TO CHECK THE WEB SITE REGULARLY FOR NEW INFORMATION.

Submittal Deadline: 5:00 P.M. PST, Tuesday, May 11, 2010
Department: General Services, Asset Management Branch
Address: 707 3rd St., 6th Floor
West Sacramento, CA 95605
E-Mail: dave.kalemba@dgs.ca.gov
Phone: (916) 376-1826
Web Site: [Downtown San Diego Office Project, \(SB-140\)](#)

Section 1 INTRODUCTION

The disposition of State Property in exchange for the Replacement Office Space will be completed in accordance with Government Code Section 14673.10 (**Exhibit H**, Authorizing Legislation).

The State Property consists of two (2) whole and adjacent city blocks bisected by a public street in downtown San Diego (see **Exhibit F**). The westerly block, is currently improved with two under utilized structures and a surface parking lot. The easterly block, is currently improved with an occupied State office building with surface parking. All four sides of each block front city public streets. Control of all or a portion of the State Property is being offered to the development community in exchange for Replacement Office Space approximating 120,000 Net Square Feet (NSF) of useable office space (as defined in section 5.3.2). The Replacement Office Space is to replace the office building located on the easterly block. The Department requires that the size of the Replacement Office Space maximize, but not exceed, the 120,000 NSF allowance under Authorizing Legislation.

As noted in the Advertisement, there are a variety of development options available to facilitate this transaction. However, key elements of the Authorizing Legislation include, but are not limited to, the following:

- The Replacement Office Space can not exceed 120,000 NSF of (State occupied) office space.
- The value of the State Property must be applied toward securing Replacement Office Space.
- The only capital contribution the State is authorized to provide in any deal structure is the value of the State Property.
- The deal structure must include an allowance to the State for the State's cost to implement the transaction as allowed under Authorizing Legislation (Department administration, relocation costs, furniture acquisition, telecommunications, etc.).
- The State may enter into a lease agreement for the Replacement Office Space.
- Any ground lease of State Property can not exceed 66 years.
- The State must secure, or have the opportunity to secure, an equity position in the Replacement Office Space.
- Any Alternate Site proposed for the Replacement Office Space must be located in downtown San Diego (as depicted in **Exhibit G**).

The successful RFP Proposer will be responsible for developing or delivering the Replacement Office Building in compliance with this RFQ and subsequent RFP in exchange for control of the State Property or portion thereof. The State's only capital contribution toward the development of the Replacement Office Space will be the value of all or a portion of the State Property proposed for exchange. Additionally, the State's cost to administer this

project as well as the cost to relocate State tenants to the Replacement Office Space will be funded by the Proposer as a cost of development (cost estimates to be provided at RFP).

Whether the Replacement Office Space is proposed to be developed on State Property or an Alternate Site, the successful RFP Proposer will be responsible for all applicable State and local jurisdictional entitlement and permitting requirements related to project development. Said entitlements to include, but are not limited to, meeting all obligations under the California Environmental Quality Act (CEQA) and consultation with the State Office of Historic Preservation. Additionally, the State may require plan check and inspection services on the proposed project regardless as to whether the Replacement Office Space is proposed for State owned or non-State owned land. Any State and/or local jurisdictional entitlement and permitting costs will be the responsibility of the successful RFP Proposer.

The Proposed Replacement Office Space, whether new construction or renovation, must at a minimum meet the State's administrative review criteria and LEED Silver certification for new construction (Leed Building Design and Construction 3.0, Silver Rating).

Section 2 PARTICIPATION IN THE SMALL BUSINESS AND DISABLED VETERANS BUSINESS ENTERPRISES (DVBE) PROGRAMS

The State of California acknowledges the contributions of small business and disabled veteran business enterprise to California's economy, in part, through the Small Business Participation Program and the Disabled Veteran Business Enterprise (DVBE) Participation Program. In accordance with the Governor's Executive Order D-37-01, the State is committed to promote and facilitate full participation in these programs. To that end, the Proposer shall be required to prepare and submit a Small Business/DVBE Utilization Plan as part the RFP and contract award process.

A Small Business/DVBE Utilization Plan is a written commitment to contract with certified Small Businesses and certified DVBEs as part of the Project. The Proposer will be required to develop a comprehensive Small Business/DVBE Utilization Plan that fully outlines the Proposer's commitment and process to meet the goal the Proposer establishes to promote and facilitate full participation of certified Small Businesses and certified DVBEs. The Small Business/DVBR Utilization Plan is not required as part of this RFQ, but will be required at RFP.

Section 3 SELECTION PROCESS & SCHEDULE

The overall selection process for this Project is as follows:

- 3.1 Phase 1, RFQ:** This Request for Qualifications focuses on qualifications, experience, financial capacity, Alternate Sites (if proposed), and other factors exclusive of project specifics and economics.
- 3.2 Phase 2, RFP:** Qualified RFQ Proposers will be invited to participate in the RFP which will focus on actual project proposals for the design and construction /

renovation of Replacement Office Space concentrating on project specifics and economics.

3.3	<u>Schedule:</u>	<u>Phase 1, RFQ</u>	
		Advertisement	March 4, 2010
		Briefing Conference	March 23, 2010
		Question / Clarification Period Deadline	April 27, 2010
		SOQ Submittal Deadline	May 11, 2010
		 <u>Phase 2, RFP (Approximate Dates)</u>	
		Invitation to Participate in RFP	July 2010
		Mandatory Briefing Conference	TBD
		RFP Submittal Deadline	TBD
		Project Proposal Clarification Interviews	TBD
		Final Selection	TBD

The State reserves the right to revise the above projected dates at its sole discretion. Proposers should check State’s website, [Downtown San Diego Office Project, \(SB-140\)](#), for amendments and/or addendums to this RFQ.

Detailed Project specifications, Project evaluation criteria, and draft contractual agreements will be provided at notification of RFP. However, summary Project information is provided in section 5.3.2 to assist Proposers in understanding the Department’s general Project and program requirements as they apply to Alternate Site considerations and completion of a SOQ.

The term Proposer as used herein means a partnership, corporation, or other legal entity that has the financial capacity and experience to:

- Facilitate a transaction involving the disposition of State Property as allowed under Authorizing Legislation.
- Act in the capacity of lessor during the term of any lease arrangement that places the State in the role of lessee.
- Assemble, represent, and manage a development team necessary to successfully develop the Replacement Office Space. A development team may include, but is not limited to, California State licensed general contractor, architect, engineer(s), and other appropriately California State licensed services as needed to entitle, design, secure regulatory and local approvals, and construct (or renovate) the Replacement Office Space.

If the Proposer is a Limited Liability Corporation (LLC) the State of California will require the entity to comply with a Guaranty of Obligations at time of RFP, (see **Exhibit I**, Sample Guaranty of Obligations). Note: The completion of **Exhibit I** is NOT required as part of Proposers’ RFQ submittal. **Exhibit I** is provided for informational purposes as to forthcoming RFP requirements.

The State intends to request proposals for the Project from pre-qualified Proposers. Please note, however, that the Proposer (developer), general contractor, and architect of record,

will not be allowed to participate in any capacity as a member of more than one development team. There are no such participatory restrictions on other team members.

Consultant firms and/or individuals who are or have been involved in the preparation of this RFQ and the subsequent Request for Proposal (RFP) for the Project will not be allowed to be a member of the Proposer's team as qualified herein or represent the Proposer in any capacity for the duration of the RFQ, RFP, and Project development.

Each Proposer shall designate one (1) individual as its Project Manager who will be responsible for all communications during the RFQ and RFP process. Upon receipt of this Application for Pre-qualification, the Proposer shall complete the attached **Exhibit A**, Proposer's Project Manager and fax the form to Mr. Dave Kalemba at (916) 376-1780. The Proposer's Project Manager shall be the single point of contact for questions, inquiries, clarifications, and correspondence during the entire RFQ and RFP process. Any substitution of Proposer's Project Manager for the RFQ and RFP process shall be made in writing to, and approved by, Dave Kalemba. Failing to secure approval by the State may result in disqualification.

The project proposal selection process at time of RFP will not rely on a single monetary figure (i.e., low bid) in selecting a proposal, but rather both economic and non-economic factors. Proposers will be judged on the quality of the project they propose with special emphasis on project economics, design excellence, sustainability, energy conservation, quality of work place environment, enhanced work place communications, long term economic benefit due to both active and passive energy systems, compliance with project cost and schedule, and the highest and most certain value to the State. The State will select the proposed project which, at the sole discretion of the State, offers the best opportunity to meet the State's objective of securing Replacement Office Space subsidized by the value of the State Property as required under Authorizing Legislation.

Please read the following information and instructions carefully in preparation of your SOQ. You will be expected to closely adhere to these instructions. If you are unclear about an aspect of these instructions or any of the exhibits, you should use the procedures described below to obtain clarification from State staff.

Section 4 REQUEST FOR QUALIFICATIONS (RFQ) – Phase 1

The Department will pre-qualify Proposers and their respective development teams under Phase 1 (RFQ). Qualified Proposers and their development teams will be invited to participate in Phase 2 (Request for Proposal or RFP) which will be released at the end of the RFQ process. Members of the development team providing design and construction services must, at a minimum, include California licensed architect and civil engineer, as well as mechanical, structural, electrical engineers, and general contractor licensed to practice in California. The architect shall be required to coordinate and complete the design and serve as the architect of record for the project. All design services shall be performed under and approved by the architect of record. Other members / functions of the development team may include a quality assurance / quality control (QA/QC) team (e.g., special testing/inspection firms), landscape architect, energy efficiency/sustainable design consultant, lighting consultant, interiors architect or designer, Americans with Disabilities (ADA) consultant, kitchen consultant, parking consultant, etc., and any other consultants that would assist the Proposer to facilitate a transaction as allowed under authorizing

legislation (to include due diligence consultants). These other members of the development team must also be licensed to practice in the State of California.

If qualified Proposers intend to respond to the RFP with a project proposed on a site other than the State Property, the Alternate Site must first be pre-qualified through the evaluation process and criteria established herein. The State is also pre-qualifying Alternate Sites in Phase 1 of the overall process.

The Alternate Site evaluation process (Phase 1C) is a separate and distinct process from the evaluation of Proposer and development team qualifications (i.e. Phases 1A and 1B). The evaluation of Proposer qualifications is both scored (Phase 1A) and determined “qualified” or “not qualified” (Phase 1B). The Alternate Site evaluation process is a “qualified” or “not qualified” process. Proposers intending to propose Replacement Office Space on the State Property need not complete Phase 1C of this RFQ.

Qualified Proposers proposing Alternate Sites that also qualify will be invited to participate in the RFP with a project proposed on the Alternate Site. Qualified Proposers proposing Alternate Sites that do not qualify will be invited to participate in the RFP – but only with a project proposed on the State Property. The proposed Project that is ultimately selected during the RFP process will represent that project which, at the sole discretion of the State, poses the best opportunity for the State to meet its objectives.

4.1 Required Cover Letter Statements

When submitting the SOQ as required in this RFQ, Proposers must include a Statement of Intended Deal Structure and a Statement of Intended Project Financing in the cover letter to the SOQ. These statements must not address economic details as economic details are not required until RFP. However, there must be sufficient information for the State to understand the Proposer’s approach to structuring a transaction in compliance with the Authorizing Legislation which, among other things, requires the State to secure Replacement Office Space subsidized by the value of the State Property.

The Statement of Intended Deal Structure must include, but is not limited to:

- General approach to providing Replacement Office Space in compliance with authorizing legislation.
- Proposed Lease Structure and Options (Option to Purchase, etc.)
- Method & timing of transferring State Property
- Role of the monetary value of State Property in deal structure
- Timing of providing Replacement Office Space
- State allowances / reimbursements / timing
- State’s required equity position / timing

The Statement of Intended Project Financing must address the Proposer's intended method of financing the Project. Specify the type of private or public financing that might be used to facilitate this transaction and provide any detail that supports the availability of such financing given the current condition of capital markets. Explain your approach and source of any tax-exempt financing such as is available under section 501(c)(3) of the Internal Revenue Code. Also, explain the State's role in Project financing provided, however, that the State will not participate in any bond or any form of State sponsored financing program.

The Statement of Intended Deal Structure and Statement of Intended Project Financing will not be evaluated as part of the RFQ process as the sole purpose of these statements is to assist the Department in anticipating the type of deal structure that will be submitted at RFP. A full evaluation of the deal structure and financing will be addressed at RFP when more detailed information (including economics) will be required.

4.2 Minimum Statement of Qualifications (SOQ) Requirements

Proposers who are interested in submitting a SOQ for this development opportunity shall submit the following information, bound and tabulated by each numbered section (I through VIII) with sub-tabs as instructed. Please include the ad number on the cover page.

- I. Cover Letter to the SOQ must include, but is not limited to:
 - o Federal Identification Number of the Firm
 - o Statement of Intended Deal Structure (per section 4.1)
 - o Statement of Intended Financing Plan (per section 4.1)
- II. Secretary of State Certification identifying California legal operating name. If operating under a fictitious business name, provide all supporting documentation. (i.e. Fictitious business name statement certified by the appropriate county clerk).
- III. Copy of Proposer's California license as applicable (Architect/Engineer or General Contractor), and copies of applicable California licenses for all other members of the development team.
- IV. Copy of LEED accreditation for those individuals that will be responsible for the LEED analysis and submittal.
- V. Written statement and submittal of required forms / documentation demonstrating Proposer's qualifications in response to the Selection Criteria in section 5 of this RFQ. Please respond to each and every numbered criteria listed in the Selection Criteria with complete and organized responses. The Selection Criteria is separated into two components:
 - o Required
 - Selection Criteria (Phases 1A and 1B)

- Required if Applicable
 - Alternate Site Criteria (Phase 1C)

Create sub-tabs within Section V of the SOQ to address each component separately. Within each sub-tab, respond sequentially to each numbered criteria as described in the Selection Criteria and supporting exhibits. The Selection Criteria instructions will provide instruction as to the minimum content to be included in Section V and the supporting information and documentation to be included in the addendum of the SOQ.

- VI. Completion of Federal Form 330 as instructed in the Selection Criteria addressing all members of the development team. Please read the Selection Criteria carefully as information above and beyond Form 330 will also be required.
- VII. Any addenda documentation as instructed in the Selection Criteria in support of Proposer's response to criteria on financial capacity, insurance requirements, and legal matters.

Section 5 SELECTION CRITERIA

The evaluation criteria that will be employed by the State of California to pre-qualify prospective Proposers and, if applicable, Alternate Sites are described in the following text. The pre-qualification process will consist of up to three (3) steps:

- Phase 1A – DEVELOPMENT, DESIGN & CONSTRUCTION CRITERIA
- Phase 1B – FINANCIAL & LEGAL CRITERIA
- Phase 1C – ALTERNATE SITE CRITERIA (if applicable)

5.1 Phase 1A – DEVELOPMENT, DESIGN & CONSTRUCTION CRITERIA

Submitted SOQs will be evaluated upon the Proposer's ability to fulfill specific criteria identified in Phase 1A for those firms who have complied with the Minimum SOQ Requirements above.

Each Proposer shall provide written answers, sequentially numbered as instructed, to all questions as well as meet or exceed all requirements in Phase 1A – DEVELOPMENT, DESIGN & CONSTRUCTION CRITERIA.

See attached **Exhibit B** – DEVELOPMENT, DESIGN & CONSTRUCTION CRITERIA for specific requirements, and response instructions. All responses must follow the instructions of **Exhibit B** sequentially by number and title. **Exhibit B** shall be a consideration of the following:

1. Identification of development team.

2. Professional experience and training of the Proposer in relation to the work to be performed.
3. Professional experience and training of the general contractor in relation to the work to be performed.
4. Professional experience and training of other members of the development team in relation to the work to be performed.
5. Demonstrated competence and specialized experience of the development team.
6. Completed Federal Standard Form 330s.
7. Continuity of development team.
8. Development team's workload and demonstrated ability to meet schedules.
9. Office locations of development team members for project coordination and services.
10. Demonstrated effectiveness of the Quality Assurance program and procedures being utilized by Proposer and members of the development team.
11. Demonstrated experience developing the LEED analysis and submittal within the USGBC guidelines.

5.2 Phase 1B – FINANCIAL & LEGAL CRITERIA

Submitted SOQs will be evaluated upon the Proposer's ability to fulfill specific criteria identified in Phase 1B for those firms who have complied with the Minimum SOQ Requirements above.

Phase 1B criteria will be evaluated on a "qualified" or "not-qualified" basis.

Each Proposer shall provide written answers, sequentially numbered as instructed, to all questions as well as qualify for all requirements in Phase 1B – FINANCIAL & LEGAL CRITERIA. All documentation supporting the written answers must be included in section VIII of the SOQ as instructed in section 4.2.

See attached **Exhibit C** – FINANCIAL & LEGAL CRITERIA for specific requirements, and response instructions. All responses must follow the instructions of **Exhibit C** sequentially by number and title. **Exhibit C** shall be a consideration of the following:

1. Proposer's financial capacity to facilitate a transaction as per Authorizing Legislation and to perform all work required to design and construct the Project and obtain all required payment and performance bonding.

2. Disclosure of legal matters as required with adequate explanations and support demonstrating that any such matters will not negatively impact Proposer's ability to complete the project in a timely manner.

Proposers may receive notifications during the State's evaluation process to answer additional questions and/or provide clarification to the SOQ.

All prospective Proposers must satisfy Phase 1A – DEVELOPMENT, DESIGN & CONSTRUCTION CRITERIA and Phase 1B – FINANCIAL & LEGAL CRITERIA set forth in the Application for Pre-qualification. SOQs not complying with the criteria set forth in Phase 1A or Phase 1B will not be evaluated further (i.e., Phase 1C).

5.3 Phase 1C – ALTERNATE SITE CRITERIA (If Applicable)

Phase 1C – ALTERNATE SITE CRITERIA applies only when a Proposer intends to submit a proposal at RFP for Replacement Office Space on an Alternate Site. This Alternate Site Criteria process will evaluate that Alternate Site during the RFQ process (i.e., prior to the RFP). This process of qualifying Alternate Sites is distinct from the Proposer qualification process of Phases 1A and 1B. If a Proposer who submitted an Alternate Site qualifies under Phases 1A and 1B, the Proposer will be invited to participate in the RFP under one of the two scenarios:

1. With a project proposed on an Alternate Site – if the Alternate Site is qualified under this RFQ.
2. With a project proposed on the State Property – if the Alternate Site is not qualified under this RFQ.

While Alternate Sites will be qualified in the RFQ process, it is not the intent of this RFQ to evaluate the adequacy of existing improvements that may be located on an Alternate Site as this level of evaluation will be addressed during the RFP process. **Existing improvements on an Alternate Site will not be qualified as part of the RFQ process as detailed performance specifications will not be made available until RFP.** However, information is provided in section 5.3.2 herein to help Proposers understand some of the elements the State will require in renovated Replacement Office Space.

The evaluation of Alternate Sites will be categorized as either “qualified” or “not qualified”. Once qualified, any proposed project on an Alternate Site will be subject to the RFP process at which time the overall Project (site, existing improvements, etc.) will be evaluated.

For an Alternate Site to qualify, the site must receive a “qualified” determination from the State on ALL Mandatory Site Criteria as described below.

See attached **Exhibit E** - ALTERNATE SITE CRITERIA for specific requirements and questions. **Exhibit E** shall be a consideration of the following:

5.3.1 Mandatory Site Criteria

For purposes of planning for Replacement Office Space, the following criteria also applies to the State Property.

1. **Neighborhood.** Alternate sites must be located within the search boundary as delineated in **Exhibit G** of the RFQ, "Boundary Area for Alternate Sites". Submitted sites located outside the delineated boundary as established in **Exhibit G** will be deemed categorically unqualified.

2. **Site Specific.**
 - **Public Transit:** The main entrance on any proposed Replacement Office Space can not be located more than a ¼ mile radius from existing or planned transit stops at or above the average level of service as determined by the local transit agency.
 - **Zoning:** The existing land use designation must be consistent with the advertised use of the Replacement Office Space.
 - **Entitlements:** The anticipated entitlement (CEQA, zoning, etc.) and permitting process should be typical of projects in downtown San Diego that have land use designations consistent with their use. The existing land use designation of the Alternate Site must be compatible with the intended use of the Replacement Office Space.
 - **Hazardous Materials:**
 - i. **Alternate Site:** A Phase 1 Site Assessment dated within 12-months of this RFQ is required at time of SOQ submittal, as well as any additional information pertaining to potential hazardous materials from past or present uses. The site must be free of hazardous materials at occupancy and any clean-up effort must not add risk or threaten the timing of delivery. On-going monitoring requirements are not acceptable.
 - ii. **State Property:** The site must be free of hazardous materials at occupancy and any clean-up effort must not add risk or threaten the timing of delivery. On-going monitoring requirements are not acceptable.
 - **Geotechnical:** The site must not be located within a known geotechnical hazard zone that would preclude the development of Replacement Office Space.
 - **Clear Title:** No adverse title issues that may adversely impact timing of delivery or development / rehabilitation of Replacement Office Space. Proposer must demonstrate clear control of property.
 - **Utilities:** All wet and dry utilities should be readily available to the site and have adequate capacity to serve the site and Replacement Office Space. Data services should also be adequate and available.

- Ingress/Egress: Safe and convenient access to the site should be demonstrated and consistent with other similar neighborhood office sites.

5.3.2 Supplemental Information

Future improvements (i.e., Replacement Office Space) must satisfy the programmatic and performance specifications to be distributed at notification to proceed with RFP. As previously noted, this RFQ process will not evaluate the adequacy of existing improvements. However, the State recognizes that some information is necessary for a Proposer to consider the rehabilitation of existing or new construction of future improvements. The following is a partial list of requirements that will be required at RFP. This information is provided solely to assist Proposers in understanding selected elements of what the State will require at the time of RFP. Written requests for additional information must follow the procedures established herein.

The Proposer is not required to respond to the following information as part of this RFQ, nor will the State consider this information in the RFQ evaluation process

Replacement Office Space Performance Specifications

The RFP will provide performance specifications for the Replacement Office Space (and any related facilities such as a parking structure) consistent with the high quality commercial office buildings with materials, fenestration, public spaces, and systems of the high quality commercial office buildings compliant with State and applicable national and local codes. In addition, the performance specifications will require the Replacement Office Space meet or exceed LEED Silver certification for new construction (Leed Building Design and Construction 3.0, Silver Rating).

Net Usable Office Space

The Replacement Office Space must maximize, but not exceed 120,000 net square feet of (State occupied) usable office space defined as follows:

Net Usable Office Space, also referred herein as Net Square Feet (NSF), is all area assigned to a tenant agency, including office, conference rooms, reception rooms, special use rooms, supply rooms, including corridors (interior to State only), laboratories, special and private restrooms, employee rooms, auditoriums, and cafeterias. Net usable office area does not include stairwells, stacks and shafts, janitor closets, mechanical, electrical, and building telephone rooms, general or required restrooms, first floor shower/locker rooms, dedicated public corridors, corridors required by Code, and public lobbies. Net usable office area is measured from the inside finish of exterior walls, the corridor side of public corridors, stairwells, restrooms, and other "public area" partitions and, when determining various spaces within the State occupied area, from the center of demising walls separating space from adjacent spaces.

Seismic Requirements

Seismic requirements will be fully addressed in the RFP. However, whether a Proposer proposes Replacement Office Space of new construction or rehabilitation of existing improvements, the building and associated parking facilities shall fully meet seismic codes and standards as of the date of permitting through the provision of a written certification from a California licensed structural engineer that the building(s) conforms or will conform to the seismic requirements of the current edition of the California Building Standards Code (CBSC). Proposers will NOT be required to provide this certification until RFP.

Programmatic Requirements.

- Occupancy Date: TBD. The Replacement Office Space will be occupied by approximately 15 State agencies. The State may elect to occupy at an earlier date should the improvements be complete, and the State will pay rent from the date of such occupancy. The State may also conduct a phased move-in and will pay rent on a prorated basis of occupancy.
- Building Size: Maximize but do not exceed 120,000 NSF of State occupied space.
- Floor Plate: Approximate range of 15,000 to 30,000 square feet
- Parking: Compliance with local jurisdiction parking requirements with minimum of 170 on-site spaces that are dedicated for Replacement Office Space use.
- Loading Dock: To service Replacement Office Space.
- Access Compliance: Compliance with current State and local jurisdictional requirements.

5.4 Communication & RFQ Submittal

Proposers are encouraged to submit written questions. Questions must be submitted in writing via mail, fax or e-mail to Dave Kalemba at 707 Third Street, 6th floor, West Sacramento, CA, 95605; fax: (916) 376-1780; e-mail: dave.kalemba@dgs.ca.gov. No questions will be accepted after **5:00 p.m. PST, April 27, 2010.** Questions will be compiled to eliminate duplication and then posted, along with the State's responses, to the State's web site below no later than **May 4, 2010.**

[Downtown San Diego Office Project, SB-140 Web Site](#)

Under no circumstances are any prospective Proposers or anyone receiving the Application for Pre-qualification, to contact, discuss with, or inquire of any State consultant, employee or elected official on any matter relating to this solicitation process. This requirement is to ensure that the same information and no inconsistent, incomplete or inaccurate information are communicated. Information obtained outside this pre-qualification process cannot be relied upon as fact.

The original pre-qualification package and **five (5) copies** of the SOQ (organized in 3-ring binders) responding to this Application for Pre-qualification must be received no later than **5:00 p.m. PST, May 11, 2010**, at the following address:

Department of General Services
Real Estate Services Division
Asset Management Branch
707 Third Street, 6th Floor
West Sacramento, CA 95605
Attention: Mr. Dave Kalembe

THE SUBMISSION DEADLINE WILL BE STRICTLY ENFORCED

No fax copies will be accepted. Submittals received after the specified time and date will not be considered and will be returned unopened to the sender. The State reserves the right to extend the submission deadline, and such an extension will be facilitated by addendum.

Section 6 REQUEST FOR PROPOSAL (RFP) – Phase 2

NOTE: The following section is provided for information purposes only and is not required to be addressed as part of the Proposers' submittal to this RFQ. This information provides only a sampling of the forthcoming RFP requirements.

6.1 Insurance

At RFP, Proposers will be required to provide evidence establishing that they meet the State's insurance requirements for liability, Worker's Compensation, errors and omissions, and other insurance needs as necessary to complete this Project. **Exhibit J** provides a sample of the State's insurance requirements. However, these requirements are subject to change at time of RFP.

6.2 Process & Requirements

Proposers qualified through the RFQ process will be invited to participate in the subsequent RFP and submit a formal Project proposal to provide the State Replacement Office Space as per Authorizing Legislation. The RFP will address more detailed project information to include proposed deal terms, economics, project design, and construction. The documentation to be provided at time of RFP will contain specific evaluation criteria and draft agreements. The RFP process will include a mandatory briefing, preparation period, evaluation process, Proposer interviews, and Proposer selection. The State reserves the right to short-list Proposers selected for the Proposer interview process. The following is an overview of the subsequent RFP process.

6.3 Phase 2A – Project Proposal

The project proposal shall be responsive to the requirements set forth in the RFP and will include, but will not be limited to, the following:

1. Declaration. A declaration that the Proposer will finance, design, entitle and construct the Project under the terms and conditions established in forthcoming contracts and agreements.
2. Designated Subcontractors List. The list of Designated Subcontractors will consist of a specified number of subcontractors, (disciplines as named by the State). All subcontracts not designated in this list or work performed directly by the Proposer or work comprising less than one half of one percent (0.5%) of the stipulated sum, shall be competitively bid and awarded, by the Proposer.
3. Description of Facility Design and Major Building Systems. A description and conceptual drawings of the facility design and major building systems responding to the information requested and further defined in the RFP.
4. Design and Construction Management Plan. The Proposer must coordinate all design and construction elements of the Project with the State, and the management plan should clearly detail this coordination effort (i.e., space planning, design, construction, local municipal inspections, State inspections, etc.). When responding to the RFP, prospective Proposers will be required to provide a Design and Construction Management Plan which may include aspects such as, but not limited to:
 - a. Proposer's Organization and Authority.
 - b. Project Procedures Manual.
 - c. Electronic Communications.
 - d. Meetings and Conferences.
 - e. Site Requirements.
 - f. Utilities Relocation Plan.
 - g. Storm Water Pollution Prevention Plan.
 - h. Waste Management Plan.
 - i. Construction Traffic Management Plan.
 - j. Tree Management Plan.
 - k. Quality Assurance/Quality Control Plan.
 - l. Safety Plan & Manual.
 - m. Monthly Reports.
 - n. Record Documents.
 - o. Close-out and Commissioning Plan, (including coordination with State's Commissioning Authority).
 - p. Move-In Coordination Plan, (defining how Proposer will coordinate with State's Move-In Plan).
 - q. Scheduling Plan.
 1. Proposed Project Schedule. Submit with its proposal the name and professional history of the person designated by the Proposers as its authorized schedule representative.
 2. Submit with its proposal a preliminary schedule for the work "Proposal Schedule" in bar chart form, incorporating all critical milestones and events identified by the State or known to the Proposer, as well as the date for contract completion provided in the Request for Proposal.
 - r. If applicable, Post Occupancy Evaluation Plan, (defining how Proposer will coordinate with State's P.O.E. being prepared and administered by the State's Commissioning Authority).

5. Small Business/DVBE Utilization Plan. A Small Business and DVBE Utilization Plan responding to the information requested in the RFP.
6. Cost Proposal with Detailed Breakdown. A cost proposal with supporting cost breakdown responding to the information requested in the RFP.

During the State's evaluation of Project proposals it may become necessary for the selection committee to issue requests for clarification to the Proposers. These requests may be necessary to enable the evaluators to best understand the Proposer's response. Requests for clarification will be in the form of a written request issued by the selection committee prior to the interview process described below.

6.4 Phase 2B – Project Proposal Interviews

After the completion of Project proposal evaluations, the a selection committee will conduct individual interviews with selected Proposers. The purpose of the interviews is to confirm and further evaluate the information provided in proposals submitted by the Proposers. In these interviews, the Proposer and its team of contractors, architects, engineers, and specialty consultants may expand on the relevant information provided in their proposal, and will respond to questions from the selection committee. Each Proposer shall have their proposed key personnel (as further defined in the RFP) assigned to the project present as the primary representatives during this interview.

Proposers will be judged on the quality of the project they propose with special emphasis on project economics, design excellence, sustainability, energy conservation, quality of work place environment, enhanced work place communications, long term economic benefit due to both active and passive energy systems, compliance with project cost and schedule, and the highest and most certain value to the State. Presentation materials may include:

- Three-dimensional model(s): Not to exceed a quantity of 2 and/or
- Presentation boards: 36" x 48" maximum size; not to exceed a quantity of 20 and/or
- Electronic presentation: Proposer to provide all necessary equipment; timed to be accommodated within a pre-determined interview period in conjunction with all other presentation activity planned by Proposer.

Post-interview submittal material shall consist of presentation binders which include only copies of all materials presented in interview and photographs of all models: A specified quantity will be required at time of RFP. These submittal materials shall become the property of the State.

6.5 Phase 2C – Selection

As previously mentioned, the proposed Project that is ultimately selected during the RFP process will represent that project which, at the sole discretion of the State, poses the best opportunity for the State to meet its objectives. The selection process should not be interpreted as a low bid process. The State reserves the right to make its selection based on its sole and absolute discretion.

The selection committee will review and evaluate the quality of each Proposer's project proposal, interview, and the overall scores and recommendations. The selection committee will arrive at a consensus selection of the Proposer who is judged by the State as providing the highest and most certain value to the State in meeting or exceeding the objectives of the Project. Contracts and agreements will be offered to the selected Proposer to complete the disposition of State Property and design and construction of the Project. An Exclusive Negotiation Agreement ("ENA") between the State and the selected Proposer modifying the selected project proposal, may be developed prior to contract offering, if deemed necessary by the State.

The successful Proposer will be responsible for all Project financing and completing the design, producing the construction documents, and constructing the project to the satisfaction of the State. The Proposer shall have the responsibility for providing the final design and construction of the project to meet or exceed the criteria set forth in the RFP and/or Project proposal (as modified by an ENA if applicable), whichever, in the opinion of the State, is more stringent. The successful Proposer's architect will become the Architect of Record, and will be solely responsible for the development of the design and construction documents.

The State reserves the right to negotiate with the next ranking Proposer(s) should the State and selected Proposer fail to consummate an agreement.

EXHIBIT A

Proposer's Project Manager

DOWNTOWN SAN DIEGO OFFICE PROJECT, SB-140

TRANSACTION #128420

**APPLICATION FOR PRE-QUALIFICATION
FOR
PROSPECTIVE DEVELOPER**

Name of Proposer: _____

Proposer's Project Manager:

Name: _____

Title: _____

Firm/Company: _____

Address: _____

Telephone No.: _____ Fax No.: _____

Email address: _____

Fax this form to:

**DGS-RES-D-AMB
Attn: Dave Kalemba
FAX: (916) 376-1780**

Note: Any proposed substitution of Proposer's Project Manager for the RFQ and RFP process shall be made in writing to and approved by the State. Failing to secure approval by the State may result in disqualification. Submit written request to: DGS-RES-D-AMB, Attn: Dave Kalemba, 707 Third Street, 6th Floor, West Sacramento, CA 95605.

EXHIBIT B

Phase 1A, Development, Design & Construction Criteria

DOWNTOWN SAN DIEGO OFFICE PROJECT, SB-140

TRANSACTION #128420

APPLICATION FOR PRE-QUALIFICATION FOR PROSPECTIVE DEVELOPER

CONTENTS

SELECTION CRITERIA

ATTACHMENTS

ATTACHMENT 1 – STANDARD FORM 330 (6/2004)
Download from:

[Link to Standard Form 330](#)

SELECTION CRITERIA

Submitted SOQs will be evaluated and scored based upon the Developer's ability to fulfill specific criteria identified in Phase 1A for those firms who have complied with the Minimum SOQ Requirements indicated in the RFQ. Responding Developers and their development teams with scores meeting a minimum acceptable level will be invited to participate in Phase II of the selection process.

The following criterial must be addressed in the Proposer's SOQ as instructed in section 4.2 of the RFQ.

1. Identification of development team

- Provide a 1-page summary organizational chart identifying key individuals to be assigned to the Project. Key individuals include Developer representatives, general contractor (if different), sub-consultant principals, and other services as necessary to complete the project. Identify the firm and role of each individual. The organizational chart must illustrate reporting relationships. The organizational charge must also segregate design and construction, but indicate reporting relationships between these disciplines.

Note: The responsible party for the design of the Replacement Office Space shall be an architect licensed to practice in the State of California and all design services shall be performed under and approved by the architect of record. Design disciplines to report up through the responsible architect shall include, but are not limited to, architectural, civil, structural, mechanical, electrical, engineering, telecommunications, security, landscape, LEED, etc. Services for which the architect may be responsible for include preliminary plans, construction documents, cost estimates, bidding support, and construction support.

2. Professional experience and training of the developer in relation to the work to be performed

- List Developer's representatives who will be participating in the project (including principals). Indicate their role and office location.
- Follow the list with a narrative summary of each individual addressing detail such as education, professional licensing & certifications, experience, key projects, and continuing education. Where possible, relate key projects with the Developer's sample projects required as per No. 5 below. The individual's role in the key project should include a detailed explanation of the responsible functions carried out in that role. Indicate whether the professional license has ever been revoked. If yes, provide explanation. Indicate whether a complaint has ever been filed against the professional license with the State requiring a formal hearing or inquiry. If yes, provide explanation.

3. Professional experience and training of the general contractor in relation to the work to be performed.

If Developer and general contractor are one and the same, so state and reference that required information is contained in No. 2 above.

- List General Contractor's representatives who will be participating in the project (including principals). Indicate their role and office location.
- Follow the list with a narrative summary of each individual addressing detail such as education, professional licensing & certifications, experience, key projects, and continuing education. Where possible, relate key projects with the general contractor's sample projects required as per No. 5 below. The individual's role in the key project should include a detailed explanation of the responsible functions carried out in that role. Indicate whether the professional license has ever been revoked. If yes, provide explanation. Indicate whether a complaint has ever been filed against the professional license with the State requiring a formal hearing or inquiry. If yes, provide explanation

4. Professional experience and training of other members of the development team in relation to the work to be performed.

- List all other members of the development team who will be participating in the project (including principals). Indicate their role and office location. Other members of the development team may include, but are not limited to, architects, engineers, LEED consultant, geotechnical, environmental, hazardous materials survey / removal, demolition, and other services as applicable.
- Follow the list with a brief narrative summary of each team member's qualifications to provide services necessary to successfully achieve the objective of the Authorizing Legislation.

5. Demonstrated competence and specialized experience of the development team.

As per the requirement to complete Federal Standard Form 330 (No. 6 below), the development team shall provide information on sample projects completed or currently in progress by the team, or individual members of the team demonstrating experience with projects of similar scope and complexity. During the State's review of qualifications which precedes the RFP competition, emphasis will be placed on the development team's ability to produce buildings of distinction. Though sample buildings may not necessarily be public buildings, the information provided must clearly identify the relevance of each sample in regards to the anticipated requirements of the Replacement Office Space.

Note: This Project seeks to establish conditions for the planning, design and development of Replacement Office Space that will attain the highest degree of quality. Program elements may include, but are not limited to, design excellence produced through peer interaction, use of sustainable building materials, energy efficiency, conservation, accessibility, communication, controls technology, as well as cost, schedule, siting, building life span, operating efficiency and customer satisfaction.

- Provide a narrative explanation on each member of the development team's competence and experience in relation to the Replacement Office Space. The narrative should include any discussion relative to the type of deal structure that is being sought by the State through the Authorizing Legislation. When citing sample projects from Federal Standard Form 330, the discussion should relate the general nature and quality of the sample project to that anticipated for the Replacement Office Space. Descriptive topics should include, but are not limited to, project objective, development philosophy, design philosophy, financing mechanisms, delivery method, construction elements (basis structure & tenant improvements), and summary of transaction.

For the design architect, the discussion should be expanded to include design elements of the sample projects such as his/her approach to design, unique challenges achieved with the design, and support substantiating that the project was recognized for its design excellence. The discussion should include, but is not limited to, information supporting the architect's ability to create a project demonstrating:

- A strong statement of identity.
 - A building which stands the test of time. A commitment to energy efficiency, sustainability, and environmental sensitivity.
 - The unique heritage and progressive outlook of the City and State.
 - A design for working environments that foster creative problem solving, team interaction and efficient production, yet are functional and flexible for future needs.
 - Designs that achieve community goals, successfully relate to planned and existing urban development.
 - Sensitivity to the social, cultural, environmental and built influences of the surrounding community.
- All sample projects should be included as part of Federal Standard Form 330 (required as per No. 6 below). As noted in No. 6, all Form 330s are to be included in Section VI of the SOQ.

6. Completed Federal Standard Form 330.

- Complete Federal Standard Form 330 (6/2004) as provided in **Attachment 1** of **Exhibit B** for the development team, and insert the completed Form 330 in Section VI of the SOQ. The information contained in Form 330 must be consistent with the narrative summaries provided within this Selection Criteria. Form 330 shall be completed as follows:

Form 330, Part I

- Sections A – C: Developer to complete Sections A-D and act in the capacity of “Prime” for the proposed team (Section C). All other members will be either Joint Venture Partners or Sub-Contractors. Provide Developer’s contact information in Sections A and B (not architect or engineer as indicated).
- Section D: Organization Chart” not required within the Form 330 as that information is provided in No. 1 above.
- Section E: To be completed for each member of the development team. The Relevant Projects indicated by each team member should be projects in which that team member was involved in from the initial stages through completion (otherwise explain).

Each team member must expand on Section E, No. 17 – Current Professional Registration, as follows:

- Indicate whether the professional license has ever been revoked. If yes, provide explanation. Indicate whether a complaint has ever been filed against the professional license with the State requiring a formal hearing or inquiry. If yes, provide explanation. Attach additional sheets as necessary.

Each team member must expand on Section E, No 19 – Relevant Projects (3), Specific Role, as follows

- In addition to indicating the title of the Specific Role, provide a detailed explanation of the responsible functions carried out as part of the Specific Role for each Relevant Project. Attach additional sheets as necessary.
- Section F: Must reflect all sample projects presented by the development team. The projects are to be sequentially numbered by relevance, and any reference throughout the SOQ to that project must include both project name and project number. Information shall be clearly and concisely presented and will identify the relevance of each submitted project as applicable to the Project. Photos and other graphic materials shall be included.
- Section G: Section G is to be a consolidated representation of all members of the development team and all sample projects. If the number of sample projects is beyond 10, the State will accept a consolidated spreadsheet of generally the same format and information.
- Section H: Can be used by the Developer to address additional information and/or clarification to Form 330.

Form 330, Part II

- All members of the development team must complete Part II

7. Continuity of development team.

- Introduce this section by providing the consolidated matrix as required in Part I, Section G of Form 330. The matrix can be re-produced on a spreadsheet, but the spreadsheet must be similar in form and content to the matrix provided in Form 330.
- Follow the matrix with a narrative explanation demonstrating continuity among the development team. Provide a philosophical statement as to the teaming approach that would be utilized for the Project. Where possible, the explanation should be supported by joint participation in sample projects submitted by members of the development team.

8. Development team's workload and demonstrated ability to meet schedules.

- Provide a narrative explanation demonstrating development team's current workload, staffing, and ability to meet schedules

9. Office locations of development team members for project coordination and services.

- Provide a narrative explanation as to the proximity of development team offices to the Project and the benefits / challenges such proximity may play in the coordination of services necessary to complete the Project.

10. Demonstrated effectiveness of a Quality Assurance program and procedures being utilized by the Developer and other members of the development team.

- Provide narrative discussion in support.

11. Demonstrated experience in developing LEED analysis and submittal within the USGBC guidelines.

- Narrative discussion to be completed by the development team's LEED consultant.

ATTACHMENT 1

Standard Form 330

ARCHITECT-ENGINEER QUALIFICATIONS

OMB No.: 9000-0157
Expires: 5/31/2011

Public reporting burden for this collection of information is estimated to average a total of 29 hours per response (25 hours for Part I and 4 hours for Part 2), including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the FAR Secretariat (MVA), Regulatory and Federal Assistance Publications Division, GSA, Washington, DC 20405.

PURPOSE

Federal agencies use this form to obtain information from architect-engineer (A-E) firms about their professional qualifications. Federal agencies select firms for A-E contracts on the basis of professional qualifications as required by the Brooks A-E Act (40 U.S.C. 1101 - 1104) and Part 36 of the Federal Acquisition Regulation (FAR).

The Brooks A-E Act requires the public announcement of requirements for A-E services (with some exceptions provided by other statutes), and the selection of at least three of the most highly qualified firms based on demonstrated competence and professional qualifications according to specific criteria published in the announcement. The Act then requires the negotiation of a contract at a fair and reasonable price starting first with the most highly qualified firm.

The information used to evaluate firms is from this form and other sources, including performance evaluations, any additional data requested by the agency, and interviews with the most highly qualified firms and their references.

GENERAL INSTRUCTIONS

Part I presents the qualifications for a specific contract.

Part II presents the general qualifications of a firm or a specific branch office of a firm. Part II has two uses:

1. An A-E firm may submit Part II to the appropriate central, regional or local office of each Federal agency to be kept on file. A public announcement is not required for certain contracts, and agencies may use Part II as a basis for selecting at least three of the most highly qualified firms for discussions prior to requesting submission of Part I. Firms are encouraged to update Part II on file with agency offices, as appropriate, according to FAR Part 36. If a firm has branch offices, submit a separate Part II for each branch office seeking work.

2. Prepare a separate Part II for each firm that will be part of the team proposed for a specific contract and submitted with Part I. If a firm has branch offices, submit a separate Part II for each branch office that has a key role on the team.

INDIVIDUAL AGENCY INSTRUCTIONS

Individual agencies may supplement these instructions. For example, they may limit the number of projects or number of

pages submitted in Part I in response to a public announcement for a particular project. Carefully comply with any agency instructions when preparing and submitting this form. Be as concise as possible and provide only the information requested by the agency.

DEFINITIONS

Architect-Engineer Services: Defined in FAR 2.101.

Branch Office: A geographically distinct place of business or subsidiary office of a firm that has a key role on the team.

Discipline: Primary technical capabilities of key personnel, as evidenced by academic degree, professional registration, certification, and/or extensive experience.

Firm: Defined in FAR 36.102.

Key Personnel: Individuals who will have major contract responsibilities and/or provide unusual or unique expertise.

SPECIFIC INSTRUCTIONS

Part I - Contract-Specific Qualifications

Section A. Contract Information.

1. **Title and Location.** Enter the title and location of the contract for which this form is being submitted, exactly as shown in the public announcement or agency request.

2. **Public Notice Date.** Enter the posted date of the agency's notice on the Federal Business Opportunity website (FedBizOpps), other form of public announcement or agency request for this contract.

3. **Solicitation or Project Number.** Enter the agency's solicitation number and/or project number, if applicable, exactly as shown in the public announcement or agency request for this contract.

Section B. Architect-Engineer Point of Contact.

4-8. **Name, Title, Name of Firm, Telephone Number, Fax (Facsimile) Number and E-mail (Electronic Mail) Address.** Provide information for a representative of the prime contractor or joint venture that the agency can contact for additional information.

Section C. Proposed Team.

9-11. Firm Name, Address, and Role in This Contract. Provide the contractual relationship, name, full mailing address, and a brief description of the role of each firm that will be involved in performance of this contract. List the prime contractor or joint venture partners first. If a firm has branch offices, indicate each individual branch office that will have a key role on the team. The named subcontractors and outside associates or consultants must be used, and any change must be approved by the contracting officer. (See FAR Part 52 Clause "Subcontractors and Outside Associates and Consultants (Architect-Engineer Services)".) Attach an additional sheet in the same format as Section C if needed.

Section D. Organizational Chart of Proposed Team.

As an attachment after Section C, present an organizational chart of the proposed team showing the names and roles of all key personnel listed in Section E and the firm they are associated with as listed in Section C.

Section E. Resumes of Key Personnel Proposed for This Contract.

Complete this section for each key person who will participate in this contract. Group by firm, with personnel of the prime contractor or joint venture partner firms first. The following blocks must be completed for each resume:

12. Name. Self-explanatory.
13. Role in This Contract. Self-explanatory.
14. Years Experience. Total years of relevant experience (block 14a), and years of relevant experience with current firm, but not necessarily the same branch office (block 14b).
15. Firm Name and Location. Name, city and state of the firm where the person currently works, which must correspond with one of the firms (or branch office of a firm, if appropriate) listed in Section C.
16. Education. Provide information on the highest relevant academic degree(s) received. Indicate the area(s) of specialization for each degree.
17. Current Professional Registration. Provide information on current relevant professional registration(s) in a State or possession of the United States, Puerto Rico, or the District of Columbia according to FAR Part 36.
18. Other Professional Qualifications. Provide information on any other professional qualifications relating to this contract, such as education, professional registration, publications, organizational memberships, certifications, training, awards, and foreign language capabilities.

19. Relevant Projects. Provide information on up to five projects in which the person had a significant role that demonstrates the person's capability relevant to her/his proposed role in this contract. These projects do not necessarily have to be any of the projects presented in Section F for the project team if the person was not involved in any of those projects or the person worked on other projects that were more relevant than the team projects in Section F. Use the check box provided to indicate if the project was performed with any office of the current firm. If any of the professional services or construction projects are not complete, leave Year Completed blank and indicate the status in Brief Description and Specific Role (block (3)).

Section F. Example Projects Which Best Illustrate Proposed Team's Qualifications for This Contract.

Select projects where multiple team members worked together, if possible, that demonstrate the team's capability to perform work similar to that required for this contract. Complete one Section F for each project. Present ten projects, unless otherwise specified by the agency. Complete the following blocks for each project:

20. Example Project Key Number. Start with "1" for the first project and number consecutively.
21. Title and Location. Title and location of project or contract. For an indefinite delivery contract, the location is the geographic scope of the contract.
22. Year Completed. Enter the year completed of the professional services (such as planning, engineering study, design, or surveying), and/or the year completed of construction, if applicable. If any of the professional services or the construction projects are not complete, leave Year Completed blank and indicate the status in Brief Description of Project and Relevance to This Contract (block 24).
- 23a. Project Owner. Project owner or user, such as a government agency or installation, an institution, a corporation or private individual.
- 23b. Point of Contact Name. Provide name of a person associated with the project owner or the organization which contracted for the professional services, who is very familiar with the project and the firm's (or firms') performance.
- 23c. Point of Contact Telephone Number Self-explanatory.
24. Brief Description of Project and Relevance to This Contract. Indicate scope, size, cost, principal elements and special features of the project. Discuss the relevance of the example project to this contract. Enter any other information requested by the agency for each example project.

25. Firms from Section C Involved with This Project. Indicate which firms (or branch offices, if appropriate) on the project team were involved in the example project, and their roles. List in the same order as Section C.

Section G. Key Personnel Participation in Example Projects.

This matrix is intended to graphically depict which key personnel identified in Section E worked on the example projects listed in Section F. Complete the following blocks (see example below).

26. and 27. Names of Key Personnel and Role in This Contract. List the names of the key personnel and their proposed roles in this contract in the same order as they appear in Section E.

28. Example Projects Listed in Section F. In the column under each project key number (see block 29) and for each key person, place an "X" under the project key number for participation in the same or similar role.

29. Example Projects Key. List the key numbers and titles of the example projects in the same order as they appear in Section F.

Section H. Additional Information.

30. Use this section to provide additional information specifically requested by the agency or to address selection criteria that are not covered by the information provided in Sections A-G.

Section I. Authorized Representative.

31. and 32. Signature of Authorized Representative and Date. An authorized representative of a joint venture or the prime contractor must sign and date the completed form. Signing attests that the information provided is current and factual, and that all firms on the proposed team agree to work on the project. Joint ventures selected for negotiations must make available a statement of participation by a principal of each member of the joint venture.

33. Name and Title. Self-explanatory.

SAMPLE ENTRIES FOR SECTION G (MATRIX)

26. NAMES OF KEY PERSONNEL (From Section E, Block 12)	27. ROLE IN THIS CONTRACT (From Section E, Block 13)	28. EXAMPLE PROJECTS LISTED IN SECTION F (Fill in "Example Projects Key" section below first, before completing table. Place "X" under project key number for participation in same or similar role.)												
		1	2	3	4	5	6	7	8	9	10			
Jane A. Smith	Chief Architect	X		X										
Joseph B. Williams	Chief Mech. Engineer	X	X	X	X									
Tara C. Donovan	Chief Elec. Engineer	X	X		X									

29. EXAMPLE PROJECTS KEY

NO.	TITLE OF EXAMPLE PROJECT (FROM SECTION F)	NO.	TITLE OF EXAMPLE PROJECT (FROM SECTION F)
1	Federal Courthouse, Denver, CO	6	XYZ Corporation Headquarters, Boston, MA
2	Justin J. Wilson Federal Building, Baton Rouge, LA	7	Founder's Museum, Newport RI

Part II - General Qualifications

See the "General Instructions" on page 1 for firms with branch offices. Prepare Part II for the specific branch office seeking work if the firm has branch offices.

1. Solicitation Number. If Part II is submitted for a specific contract, insert the agency's solicitation number and/or project number, if applicable, exactly as shown in the public announcement or agency request.

2a-2e. Firm (or Branch Office) Name and Address. Self-explanatory.

3. Year Established. Enter the year the firm (or branch office, if appropriate) was established under the current name.

4. DUNS Number. Insert the Data Universal Numbering System number issued by Dun and Bradstreet Information Services. Firms must have a DUNS number. See FAR Part 4.6.

5. Ownership.

a. Type. Enter the type of ownership or legal structure of the firm (sole proprietor, partnership, corporation, joint venture, etc.).

b. Small Business Status. Refer to the North American Industry Classification System (NAICS) code in the public announcement, and indicate if the firm is a small business according to the current size standard for that NAICS code (for example, Engineering Services (part of NAICS 541330), Architectural Services (NAICS 541310), Surveying and Mapping Services (NAICS 541370)). The small business categories and the internet website for the NAICS codes appear in FAR Part 19. Contact the requesting agency for any questions. Contact your local U.S. Small Business Administration office for any questions regarding Business Status.

6a-6c. Point of Contact. Provide this information for a representative of the firm that the agency can contact for additional information. The representative must be empowered to speak on contractual and policy matters.

7. Name of Firm. Enter the name of the firm if Part II is prepared for a branch office.

8a-8c. Former Firm Names. Indicate any other previous names for the firm (or branch office) during the last six years. Insert the year that this corporate name change was

effective and the associated DUNS Number. This information is used to review past performance on Federal contracts.

9. Employees by Discipline. Use the relevant disciplines and associated function codes shown at the end of these instructions and list in the same numerical order. After the listed disciplines, write in any additional disciplines and leave the function code blank. List no more than 20 disciplines. Group remaining employees under "Other Employees" in column b. Each person can be counted only once according to his/her primary function. If Part II is prepared for a firm (including all branch offices), enter the number of employees by disciplines in column c(1). If Part II is prepared for a branch office, enter the number of employees by discipline in column c(2) and for the firm in column c(1).

10. Profile of Firm's Experience and Annual Average Revenue for Last 5 Years. Complete this block for the firm or branch office for which this Part II is prepared. Enter the experience categories which most accurately reflect the firm's technical capabilities and project experience. Use the relevant experience categories and associated profile codes shown at the end of these instructions, and list in the same numerical order. After the listed experience categories, write in any unlisted relevant project experience categories and leave the profile codes blank. For each type of experience, enter the appropriate revenue index number to reflect the professional services revenues received annually (averaged over the last 5 years) by the firm or branch office for performing that type of work. A particular project may be identified with one experience category or it may be broken into components, as best reflects the capabilities and types of work performed by the firm. However, do not double count the revenues received on a particular project.

11. Annual Average Professional Services Revenues of Firm for Last 3 Years. Complete this block for the firm or branch office for which this Part II is prepared. Enter the appropriate revenue index numbers to reflect the professional services revenues received annually (averaged over the last 3 years) by the firm or branch office. Indicate Federal work (performed directly for the Federal Government, either as the prime contractor or subcontractor), non-Federal work (all other domestic and foreign work, including Federally-assisted projects), and the total. If the firm has been in existence for less than 3 years, see the definition for "Annual Receipts" under FAR 19.101.

12. Authorized Representative. An authorized representative of the firm or branch office must sign and date the completed form. Signing attests that the information provided is current and factual. Provide the name and title of the authorized representative who signed the form.

STANDARD FORM 330 (6/2004) PAGE 4 OF INSTRUCTIONS

List of Disciplines (Function Codes)

Code	Description	Code	Description
01	Acoustical Engineer	32	Hydraulic Engineer
02	Administrative	33	Hydrographic Surveyor
03	Aerial Photographer	34	Hydrologist
04	Aeronautical Engineer	35	Industrial Engineer
05	Archeologist	36	Industrial Hygienist
06	Architect	37	Interior Designer
07	Biologist	38	Land Surveyor
08	CADD Technician	39	Landscape Architect
09	Cartographer	40	Materials Engineer
10	Chemical Engineer	41	Materials Handling Engineer
11	Chemist	42	Mechanical Engineer
12	Civil Engineer	43	Mining Engineer
13	Communications Engineer	44	Oceanographer
14	Computer Programmer	45	Photo Interpreter
15	Construction Inspector	46	Photogrammetrist
16	Construction Manager	47	Planner: Urban/Regional
17	Corrosion Engineer	48	Project Manager
18	Cost Engineer/Estimator	49	Remote Sensing Specialist
19	Ecologist	50	Risk Assessor
20	Economist	51	Safety/Occupational Health Engineer
21	Electrical Engineer	52	Sanitary Engineer
22	Electronics Engineer	53	Scheduler
23	Environmental Engineer	54	Security Specialist
24	Environmental Scientist	55	Soils Engineer
25	Fire Protection Engineer	56	Specifications Writer
26	Forensic Engineer	57	Structural Engineer
27	Foundation/Geotechnical Engineer	58	Technician/Analyst
28	Geodetic Surveyor	59	Toxicologist
29	Geographic Information System Specialist	60	Transportation Engineer
30	Geologist	61	Value Engineer
31	Health Facility Planner	62	Water Resources Engineer

List of Experience Categories (Profile Codes)

Code	Description	Code	Description
A01	Acoustics, Noise Abatement	E01	Ecological & Archeological Investigations
A02	Aerial Photography; Airborne Data and Imagery Collection and Analysis	E02	Educational Facilities; Classrooms
A03	Agricultural Development; Grain Storage; Farm Mechanization	E03	Electrical Studies and Design
A04	Air Pollution Control	E04	Electronics
A05	Airports; Navais; Airport Lighting; Aircraft Fueling	E05	Elevators; Escalators; People-Movers
A06	Airports; Terminals and Hangars; Freight Handling	E06	Embassies and Chanceries
A07	Arctic Facilities	E07	Energy Conservation; New Energy Sources
A08	Animal Facilities	E08	Engineering Economics
A09	Anti-Terrorism/Force Protection	E09	Environmental Impact Studies, Assessments or Statements
A10	Asbestos Abatement	E10	Environmental and Natural Resource Mapping
A11	Auditoriums & Theaters	E11	Environmental Planning
A12	Automation; Controls; Instrumentation	E12	Environmental Remediation
B01	Barracks; Dormitories	E13	Environmental Testing and Analysis
B02	Bridges	F01	Fallout Shelters; Blast-Resistant Design
C01	Cartography	F02	Field Houses; Gyms; Stadiums
C02	Cemeteries (<i>Planning & Relocation</i>)	F03	Fire Protection
C03	Charting: Nautical and Aeronautical	F04	Fisheries; Fish ladders
C04	Chemical Processing & Storage	F05	Forensic Engineering
C05	Child Care/Development Facilities	F06	Forestry & Forest products
C06	Churches; Chapels	G01	Garages; Vehicle Maintenance Facilities; Parking Decks
C07	Coastal Engineering	G02	Gas Systems (Propane; Natural, Etc.)
C08	Codes; Standards; Ordinances	G03	Geodetic Surveying: Ground and Air-borne
C09	Cold Storage; Refrigeration and Fast Freeze	G04	Geographic Information System Services: Development, Analysis, and Data Collection
C10	Commercial Building (<i>low rise</i>); Shopping Centers	G05	Geospatial Data Conversion: Scanning, Digitizing, Compilation, Attributing, Scribing, Drafting
C11	Community Facilities	G06	Graphic Design
C12	Communications Systems; TV; Microwave	H01	Harbors; Jetties; Piers, Ship Terminal Facilities
C13	Computer Facilities; Computer Service	H02	Hazardous Materials Handling and Storage
C14	Conservation and Resource Management	H03	Hazardous, Toxic, Radioactive Waste Remediation
C15	Construction Management	H04	Heating; Ventilating; Air Conditioning
C16	Construction Surveying	H05	Health Systems Planning
C17	Corrosion Control; Cathodic Protection; Electrolysis	H06	Highrise; Air-Rights-Type Buildings
C18	Cost Estimating; Cost Engineering and Analysis; Parametric Costing; Forecasting	H07	Highways; Streets; Airfield Paving; Parking Lots
C19	Cryogenic Facilities	H08	Historical Preservation
D01	Dams (<i>Concrete; Arch</i>)	H09	Hospital & Medical Facilities
D02	Dams (<i>Earth; Rock</i>); Dikes; Levees	H10	Hotels; Motels
D03	Desalination (<i>Process & Facilities</i>)	H11	Housing (<i>Residential, Multi-Family; Apartments; Condominiums</i>)
D04	Design-Build - Preparation of Requests for Proposals	H12	Hydraulics & Pneumatics
D05	Digital Elevation and Terrain Model Development	H13	Hydrographic Surveying
D06	Digital Orthophotography		
D07	Dining Halls; Clubs; Restaurants		
D08	Dredging Studies and Design		

List of Experience Categories (Profile Codes)

Code	Description	Code	Description
I01	Industrial Buildings; Manufacturing Plants	P09	Product, Machine Equipment Design
I02	Industrial Processes; Quality Control	P10	Pneumatic Structures, Air-Support Buildings
I03	Industrial Waste Treatment	P11	Postal Facilities
I04	Intelligent Transportation Systems	P12	Power Generation, Transmission, Distribution
I05	Interior Design; Space Planning	P13	Public Safety Facilities
I06	Irrigation; Drainage		
J01	Judicial and Courtroom Facilities	R01	Radar; Sonar; Radio & Radar Telescopes
L01	Laboratories; Medical Research Facilities	R02	Radio Frequency Systems & Shieldings
L02	Land Surveying	R03	Railroad; Rapid Transit
L03	Landscape Architecture	R04	Recreation Facilities (Parks, Marinas, Etc.)
L04	Libraries; Museums; Galleries	R05	Refrigeration Plants/Systems
L05	Lighting (Interior; Display; Theater, Etc.)	R06	Rehabilitation (Buildings; Structures; Facilities)
L06	Lighting (Exteriors; Streets; Memorials; Athletic Fields, Etc.)	R07	Remote Sensing
M01	Mapping Location/Addressing Systems	R08	Research Facilities
M02	Materials Handling Systems; Conveyors; Sorters	R09	Resources Recovery; Recycling
M03	Metallurgy	R10	Risk Analysis
M04	Microclimatology; Tropical Engineering	R11	Rivers; Canals; Waterways; Flood Control
M05	Military Design Standards	R12	Roofing
M06	Mining & Mineralogy	S01	Safety Engineering; Accident Studies; OSHA Studies
M07	Missile Facilities (Silos; Fuels; Transport)	S02	Security Systems; Intruder & Smoke Detection
M08	Modular Systems Design; Pre-Fabricated Structures or Components	S03	Seismic Designs & Studies
N01	Naval Architecture; Off-Shore Platforms	S04	Sewage Collection, Treatment and Disposal
N02	Navigation Structures; Locks	S05	Soils & Geologic Studies; Foundations
N03	Nuclear Facilities; Nuclear Shielding	S06	Solar Energy Utilization
O01	Office Buildings; Industrial Parks	S07	Solid Wastes; Incineration; Landfill
O02	Oceanographic Engineering	S08	Special Environments; Clean Rooms, Etc.
O03	Ordnance; Munitions; Special Weapons	S09	Structural Design; Special Structures
P01	Petroleum Exploration; Refining	S10	Surveying; Platting; Mapping; Flood Plain Studies
P02	Petroleum and Fuel (Storage and Distribution)	S11	Sustainable Design
P03	Photogrammetry	S12	Swimming Pools
P04	Pipelines (Cross-Country - Liquid & Gas)	S13	Storm Water Handling & Facilities
P05	Planning (Community, Regional, Areawide and State)	T01	Telephone Systems (<i>Rural; Mobile; Intercom, Etc.</i>)
P06	Planning (Site, Installation, and Project)	T02	Testing & Inspection Services
P07	Plumbing & Piping Design	T03	Traffic & Transportation Engineering
P08	Prisons & Correctional Facilities	T04	Topographic Surveying and Mapping
		T05	Towers (<i>Self-Supporting & Guyed Systems</i>)
		T06	Tunnels & Subways

List of Experience Categories (Profile Codes)

Code	Description
U01	Unexploded Ordnance Remediation
U02	Urban Renewals; Community Development
U03	Utilities (Gas and Steam)
V01	Value Analysis; Life-Cycle Costing
W01	Warehouses & Depots
W02	Water Resources; Hydrology; Ground Water
W03	Water Supply; Treatment and Distribution
W04	Wind Tunnels; Research/Testing Facilities Design
Z01	Zoning; Land Use Studies

ARCHITECT - ENGINEER QUALIFICATIONS

PART I - CONTRACT-SPECIFIC QUALIFICATIONS

A. CONTRACT INFORMATION

1. TITLE AND LOCATION *(City and State)*

2. PUBLIC NOTICE DATE

3. SOLICITATION OR PROJECT NUMBER

B. ARCHITECT-ENGINEER POINT OF CONTACT

4. NAME AND TITLE

5. NAME OF FIRM

6. TELEPHONE NUMBER

7. FAX NUMBER

8. E-MAIL ADDRESS

C. PROPOSED TEAM

(Complete this section for the prime contractor and all key subcontractors.)

	<i>(Check)</i>				9. FIRM NAME	10. ADDRESS	11. ROLE IN THIS CONTRACT
	PRIME	J-V	PARTNER	SUBCONTRACTOR			
a.							
				<input type="checkbox"/>	CHECK IF BRANCH OFFICE		
b.							
				<input type="checkbox"/>	CHECK IF BRANCH OFFICE		
c.							
				<input type="checkbox"/>	CHECK IF BRANCH OFFICE		
d.							
				<input type="checkbox"/>	CHECK IF BRANCH OFFICE		
e.							
				<input type="checkbox"/>	CHECK IF BRANCH OFFICE		
f.							
				<input type="checkbox"/>	CHECK IF BRANCH OFFICE		

D. ORGANIZATIONAL CHART OF PROPOSED TEAM *(Attached)*

AUTHORIZED FOR LOCAL REPRODUCTION STANDARD FORM 330 (6/2004) PAGE 1

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT <i>(Complete one Section E for each key person.)</i>			
12. NAME	13. ROLE IN THIS CONTRACT	14. YEARS EXPERIENCE	
		a. TOTAL	b. WITH CURRENT FIRM
15. FIRM NAME AND LOCATION <i>(City and State)</i>			
16. EDUCATION <i>(DEGREE AND SPECIALIZATION)</i>		17. CURRENT PROFESSIONAL REGISTRATION <i>(STATE AND DISCIPLINE)</i>	
18. OTHER PROFESSIONAL QUALIFICATIONS <i>(Publications, Organizations, Training, Awards, etc.)</i>			

19. RELEVANT PROJECTS			
a.	(1) TITLE AND LOCATION <i>(City and State)</i>	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES	CONSTRUCTION <i>(if applicable)</i>
	(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE	<input type="checkbox"/> Check if project performed with current firm	
b.	(1) TITLE AND LOCATION <i>(City and State)</i>	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES	CONSTRUCTION <i>(if applicable)</i>
	(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE	<input type="checkbox"/> Check if project performed with current firm	
c.	(1) TITLE AND LOCATION <i>(City and State)</i>	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES	CONSTRUCTION <i>(if applicable)</i>
	(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE	<input type="checkbox"/> Check if project performed with current firm	
d.	(1) TITLE AND LOCATION <i>(City and State)</i>	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES	CONSTRUCTION <i>(if applicable)</i>
	(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE	<input type="checkbox"/> Check if project performed with current firm	
e.	(1) TITLE AND LOCATION <i>(City and State)</i>	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES	CONSTRUCTION <i>(if applicable)</i>
	(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE	<input type="checkbox"/> Check if project performed with current firm	

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F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT <i>(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)</i>		20. EXAMPLE PROJECT KEY NUMBER
21. TITLE AND LOCATION (City and State)	22. YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION <i>(if applicable)</i>
23. PROJECT OWNER'S INFORMATION		
a. PROJECT OWNER	b. POINT OF CONTACT NAME	c. POINT OF CONTACT TELEPHONE NUMBER
24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT (Include scope, size, and cost)		

25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT		
(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
a.		
b.		
c.		
d.		
e.		
f.		

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H. ADDITIONAL INFORMATION

30. PROVIDE ANY ADDITIONAL INFORMATION REQUESTED BY THE AGENCY. ATTACH ADDITIONAL SHEETS AS NEEDED.

I. AUTHORIZED REPRESENTATIVE

The foregoing is a statement of facts.

31. SIGNATURE

32. DATE

33. NAME AND TITLE

STANDARD FORM 330 (6/2004) PAGE 5

EXHIBIT C

Phase 1B, Financial & Legal Criteria

DOWNTOWN SAN DIEGO OFFICE PROJECT, SB-140

TRANSACTION #128420

APPLICATION FOR PRE-QUALIFICATION FOR PROSPECTIVE PROPOSERS

CONTENTS

SELECTION CRITERIA

Submitted SOQs will be evaluated and scored based upon the Proposer's ability to fulfill specific criteria identified in Phase 1B for those firms who have complied with the Minimum SOQ Requirements indicated in the RFQ. Phase 1B criteria is based on a "qualified" or "not qualified" evaluation process. Responding Proposers must qualify on all elements of Phase 1B to be invited to participate in Phase II of the selection process.

The following criteria must be addressed in the Proposer's SOQ as instructed in section 4.2 of the RFQ.

1. Proposer's financial capacity to facilitate a transaction as per Authorizing Legislation and to perform all work required to design and construct the Project and obtain all required payment and performance bonding.

- Provide a narrative explanation supporting Proposer's financial capacity to facilitate a transaction as per Authorizing Legislation. The explanation should address ability to secure construction / permanent financing and contributory equity requirements. The discussion should also address potential solutions to financing the Project should current economic conditions negatively impact the ability to secure adequate financing.
- Provide evidence of financial capacity, including financial statements, as per the requirements in **Exhibit D**. Financial information provided as per **Exhibit D** should be included in an addendum to the SOQ tabbed "**Financial Statements**".

The State, when requested by the Proposer, shall hold in confidence any information required by No. 12.

- 2. Disclosure of legal matters as required with adequate explanations and support demonstrating that any such matters will not negatively impact Proposer's ability to complete the project in a timely manner.**
- Provide a narrative explanation of any outstanding legal matters concerning the Proposer, general contractor, or any other member of the development team as required in **Exhibit D**. Explain the impact that such legal matter may have on the development team's ability to complete the project in a timely manner.
 - Complete the required information in **Exhibit D** utilizing the format provided, and submit this supporting documentation in an addendum to the SOQ tabbed "**Legal Matters**". The following should be addressed in the completion of **Exhibit D**:
 - i. Provision of a declaration certifying that applying team members of the Proposer have not had a surety company finish work on any project within the last five (5) years.
 - ii. Any construction or design claim or litigation totaling more than five hundred thousand dollars (\$500,000) or five (5) percent of the annual value of work performed, whichever is less, settled against any member of the Proposer's team within the last five (5) years.
 - iii. Serious violations of the Occupational Safety and Health Act, as provided in Part 1 (commencing with Section 6300) of Division 5 of the Labor Code, settled against any member of the Proposer's team.
 - iv. Any violations of federal or state law, including, but not limited to, those laws governing the payment of wages, benefits, or personal income tax withholding, or of Federal Insurance Contributions Act (FICA) withholding requirements, state disability insurance withholding, or unemployment insurance payment requirements, settled against any member of the Proposer's team over the last five years. For the purposes of this sub clause, only violations by a Proposer's team member as an employer shall be deemed applicable, unless it is shown that the Proposer's team member, in his or her capacity as an employer, had knowledge of his or her subcontractor's violations or failed to comply with the conditions set forth in subdivision (b) of Section 1775 of the Labor Code.
 - v. Information required by Section 10162 of the Public Contract Code. Provide information and details, under penalty of perjury, that any officer of such bidder (Proposer's team), or any employee of such bidder who has a propriety interest in such bidder, has ever been disqualified, removed, or otherwise prevented from bidding on, or completing a federal, state, or local government project because of a violation of law or a safety regulation. (See www.ols.dgs.ca.gov)
 - vi. Violations of the Contractor's State License Law (Chapter 9 (commencing with Section 7000) of Division 3 of the Business and Professions Code), excluding alleged violations or complaints.

- vii.** Any conviction of any member of the Proposer's team of submitting a false or fraudulent claim to a public agency over the last five (5) years.
- viii.** Provide a declaration that the Proposer will comply with all other provisions of law applicable to the project, including, but not limited to, the requirements of Chapter 1 (commencing with Section 1720) of Part 7 of Division 2 of the Labor Code.

EXHIBIT D

Financial & Legal Matters

DOWNTOWN SAN DIEGO OFFICE PROJECT, SB-140

TRANSACTION #128420

APPLICATION FOR PRE-QUALIFICATION FOR PROSPECTIVE DEVELOPER

CONTENTS

1. *FINANCIAL REQUIREMENTS*
2. *TERMINATION / FAILURE TO COMPLETE; VIOLATIONS;
CLAIMS; ARBITRATION AND LITIGATION*

ATTACHMENTS

ATTACHMENT 1 – GENERAL STATEMENT OF BANK CREDIT

1. **FINANCIAL REQUIREMENTS**

A. Financial Statements and Supplementary Information

Financial pre-qualification will be established by determining capacity to perform the State contract in the following manner:

1. Working capital is determined from the most recent balance sheet submitted, by subtracting current liabilities from current assets.
2. Available lines of credit or other credit facilities are then added to the working capital, and the sum is multiplied by ten.
3. Uncompleted work on contracts, which have been awarded to you (backlog), will be subtracted from the amount determined in paragraph 2 above.
4. Any positive number resulting from paragraph 3 above is the maximum State contract that can be awarded.

Should Developer not qualify on the basis of the above calculation, the State will consider any alternative information Developer can provide that, in the sole judgment of the State, clearly indicates Developer's ability to meet the financial requirements of the anticipated State contract. This information must include the required data described below, and sufficient supplementary analysis and description as needed to clearly present Developer's position. This information must be submitted with the pre-qualification package. It is Developer's responsibility to make the above-described calculation and determine if additional information will be required to demonstrate Developer's ability to perform this project.

B. Information you must submit includes:

1. Full set of financial statements for your most recent three (3) complete fiscal years, accompanied by either an audit or review report prepared by an independent Certified Public Accountant. **Compiled or internally prepared financial statements will not be accepted.** Statements, which are older than six months, must be supplemented by internally prepared financial statements, which update the information to no more than six months from the date of submission. Such statements must be prepared in accordance with generally accepted accounting principles, including all required informative disclosures.
2. Letter from a financial institution in support of available lines of credit or other facilities, if you wish them to be considered in pre-qualification. See **Attachment 1 of Exhibit D** (General Statement of Bank Credit) for example.
3. Schedule indicating contracts, which have been awarded to you, and reconciling the original award, any amendments, completed portion and uncompleted portion of such contracts. This is your backlog of work awarded but not yet complete.

C. Surety and Bonding Requirements

1. Attach a notarized statement from the bonding company your firm proposes to use indicating their commitment to provide performance and payment bonds for the full amount of the contract.

2. List the names of bonding companies utilized by the firm in the last five (5) years, for projects over **\$50 million**. (State the number of times the bonding company has completed any part of your work during the last five (5) years).

FINANCIAL INFORMATION - Bonding

NAME OF BONDING COMPANY: _____

Address: _____

Contact Name: _____ Telephone: _____ FAX: _____

Project Name: _____

Amount Bonded: _____ % Completed: _____

Project Name: _____

Amount Bonded: _____ % Completed: _____

Project Name: _____

Amount Bonded: _____ % Completed: _____

Project Name: _____

Amount Bonded: _____ % Completed: _____

Project Name: _____

Amount Bonded: _____ % Completed: _____

Project Name: _____

Amount Bonded: _____ % Completed: _____

Project Name: _____

Amount Bonded: _____ % Completed: _____

ATTACH ADDITIONAL SHEETS AS REQUIRED

**2. TERMINATION / FAILURE TO COMPLETE; VIOLATIONS;
CLAIMS; ARBITRATION AND LITIGATION**

- A. Provide a declaration certifying that the applying team members of the Developer have not had a surety company finish work on any project within the last five (5) years

Declaration:

I, _____, authorized agent of the Developer,
hereby certifies that the team members of

_____ (Developer), have
not had a surety company finish work on any project within the last five (5) years.

Signed: _____ Dated: _____

TERMINATION/FAILURE TO COMPLETE; VIOLATIONS; CLAIMS; ARBITRATION AND LITIGATION (continued)

B. Provide information and details below for any construction or design claim or litigation totaling more than five hundred thousand dollars (\$500,000) or five (5) percent of the annual value of work performed, whichever is less, settled against any member of the Developer's team within the last five (5) years.

1. **PROJECT:** _____
Location: _____
Amount of Claim: \$ _____ Resolution: Yes No Date: _____
Nature of Claim: _____

Final Status: _____

2. **PROJECT:** _____
Location: _____
Amount of Claim: \$ _____ Resolution: Yes No Date: _____
Nature of Claim: _____

Final Status: _____

3. **PROJECT:** _____
Location: _____
Amount of Claim: \$ _____ Resolution: Yes No Date: _____
Nature of Claim: _____

Final Status: _____

ATTACH ADDITIONAL SHEETS IF REQUIRED

TERMINATION/FAILURE TO COMPLETE; VIOLATIONS; CLAIMS; ARBITRATION AND LITIGATION (continued)

- C. Provide information and details below for any serious violations of the Occupational Safety and Health Act, as provided in Part 1 (commencing with Section 6300) of Division 5 of the Labor Code, settled against any member of the Developer's team.

- D. Provide information and details of any violations of federal or state law, including, but not limited to, those laws governing the payment of wages, benefits, or personal income tax withholding, or of Federal Insurance Contributions Act (FICA) withholding requirements, state disability insurance withholding, or unemployment insurance payment requirements, settled against any member of the Developer's team over the last five years. For the purposes of this sub clause, only violations by a Developers' team member as an employer shall be deemed applicable, unless it is shown that the Developer's team member, in his or her capacity as an employer, had knowledge of his or her subcontractor's violations or failed to comply with the conditions set forth in subdivision (b) of Section 1775 of the Labor Code.

ATTACH ADDITIONAL SHEETS AS REQUIRED.

TERMINATION/FAILURE TO COMPLETE; VIOLATIONS; CLAIMS; ARBITRATION AND LITIGATION (continued)

E. Provide information and details, under penalty of perjury, that any officer of such bidder (Developer's team members), or any employee of such bidder who has a propriety interest in such bidder, has ever been disqualified, removed, or otherwise prevented from bidding on, or completing a federal, state, or local government project because of a violation of law or a safety regulation, and if so explain the circumstances (Public Contract Code Section 10162).

Declaration:

I, _____, authorized agent of the Developer,

(Developer),
hereby declare under penalty of perjury that the above information is true and correct.

Signed: _____ Dated: _____

ATTACH ADDITIONAL SHEETS AS REQUIRED

TERMINATION/FAILURE TO COMPLETE; VIOLATIONS; CLAIMS; ARBITRATION AND LITIGATION (continued)

F. Provide information and details of any violations by the Developer of the Contractor's State License Law (Chapter 9 (commencing with Section 7000) of Division 3 of the Business and Professions Code), excluding alleged violations or complaints.

G. Provide information and details of any conviction of any member of the Developer's team of submitting a false or fraudulent claim to a public agency over the last five (5) years.

ATTACH ADDITIONAL SHEETS AS REQUIRED.

TERMINATION/FAILURE TO COMPLETE; VIOLATIONS; CLAIMS; ARBITRATION AND LITIGATION (continued)

- H. Provide a declaration that the Developer will comply with all other provisions of law applicable to the project, including, but not limited to, the requirements of Chapter 1 (commencing with Section 1720) of Part 7 of Division 2 of the Labor Code.

Declaration:

I, _____, authorized agent of the Developer, hereby declare that _____ (Developer) will comply with all provisions of law applicable to the project, including, but not limited to, the requirements of Chapter 1 (commencing with Section 1720) of Part 7 of Division 2 of the Labor Code.

Signed: _____ Dated: _____

ATTACHMENT 1

STATE OF CALIFORNIA

GENERAL STATEMENT OF BANK CREDIT

(Date)

Bank Reference # _____

Gentlemen:

In connection with the pre-qualification of

(Name of Developer)

We hereby declare that said Developer has been extended a line of credit in a total amount not exceeding \$ _____, and that such credit will not be withdrawn or reduced without notice to the Department of General Services, Real Estate Services Division, Project Management Branch.

This letter is signed with the understanding that it is a document to be used by the State of California for the Department of General Services only for the purpose of determining the financial resources of said Developer available for use in performing work under contracts, which may be awarded by the Department during the term of its pre-qualification.

This General Statement of Bank Credit supersedes and replaces any General Statement of Bank Credit from the same Bank, which may have been filed with the current Developer's Statement of Experience and Financial Condition and will EXPIRE with the Annual Contractor's Statement of Experience and Financial Condition for which the line of credit was issued.

(Name of Bank)

(Address)

By: _____
(Signature of Bank Representative)

(Printed Name & Title)

(Phone)

PLEASE NOTE: The above form is optional and may be used to augment your Working Capital or help your firm establish a rating when completed by your bank; if they prefer, one with the same provisions may be issued on the bank's own letterhead.

EXHIBIT E

ALTERNATIVE SITE CRITERIA

DOWNTOWN SAN DIEGO OFFICE PROJECT, SB-140

TRANSACTION #128420

**APPLICATION FOR PRE-QUALIFICATION
FOR PROSPECTIVE DEVELOPER**

CONTENTS

ALTERNATE SITE CRITERIA

The following represents mandatory site requirements for an Alternate Site. The Developer's response should follow the same numbering sequence and format and contain sufficient narrative discussion and additional support as necessary to objectively satisfy each requirement. Graphical images, site maps, etc. are required.

The following criteria must be addressed in the Proposer's SOQ as instructed in section 4.2 of the RFQ.

1. NEIGHBORHOOD

- a. Is the Alternate Site located within the boundary delineation of the map illustrated in Exhibit E of the RFQ?
- b. Are surrounding land uses compatible and complementary with professional office uses?
- c. Is the neighborhood's maintenance consistent with the maintenance exhibited in the neighborhoods of other high-end office buildings in downtown San Diego?

2. SITE SPECIFIC

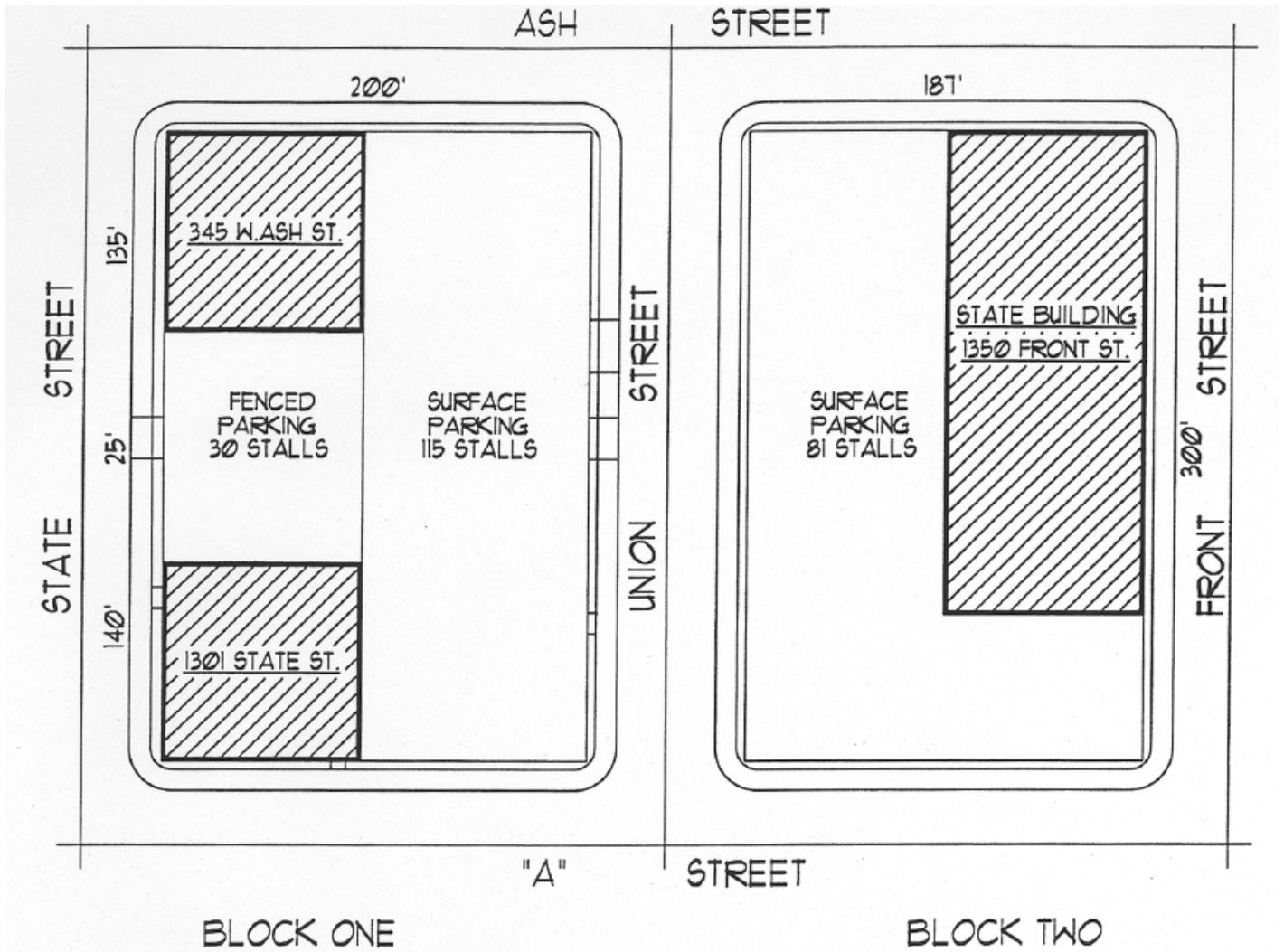
- a. Public Transportation: Is public transportation (existing or planned) available within a ¼ mile radius from the existing entrance of a building or likely entrance of a newly constructed building on the site? The public transportation point must provide the average level of service as determined by the local transit agency.
- b. Land Use / Zoning: Is the existing City land use designation / zoning consistent with the intended use of the Replacement Facility?
- c. Entitlements / Permitting: Will the entitlement and/or permitting process be typical of other new construction and/or renovation projects in downtown San Diego where the intended use is consistent with underlying land use designations / zoning?
- d. Hazardous Materials: Is the Phase 1 dated within 12 months of the RFQ date? Is the site free of any hazardous materials, or can the site be free of any hazardous materials at the time of scheduled occupancy without monitoring requirements? If proposed on the State Property, are these same requirements addressed and discussed?
- e. Geotechnical: Is the site located in any known geotechnical hazard zones that may preclude the development of a Replacement Facility?
- f. Clear Title: Does the developer have clear title to the site? Are there any deed restrictions and/or existing leases that could delay delivery of a Replacement Facility? A title report on the Alternate Site must be submitted with the SOQ and must be dated within 30-days of the submittal Date.

- g. Utilities: Are all necessary wet and dry utilities available at the site, and is the capacity of the utilities adequate to service a proposed Replacement Facility on the site? Did the Developer provide an adequate discussion on location of utility connection points, and is there sufficient documentation to support the ability of existing utilities to serve the use as advertised?

- h. Ingress / Egress: Are the existing or prospective public, employee, and delivery ingress/egress points to the site safe, convenient, and typical of other similar office buildings in downtown San Diego?

EXHIBIT F

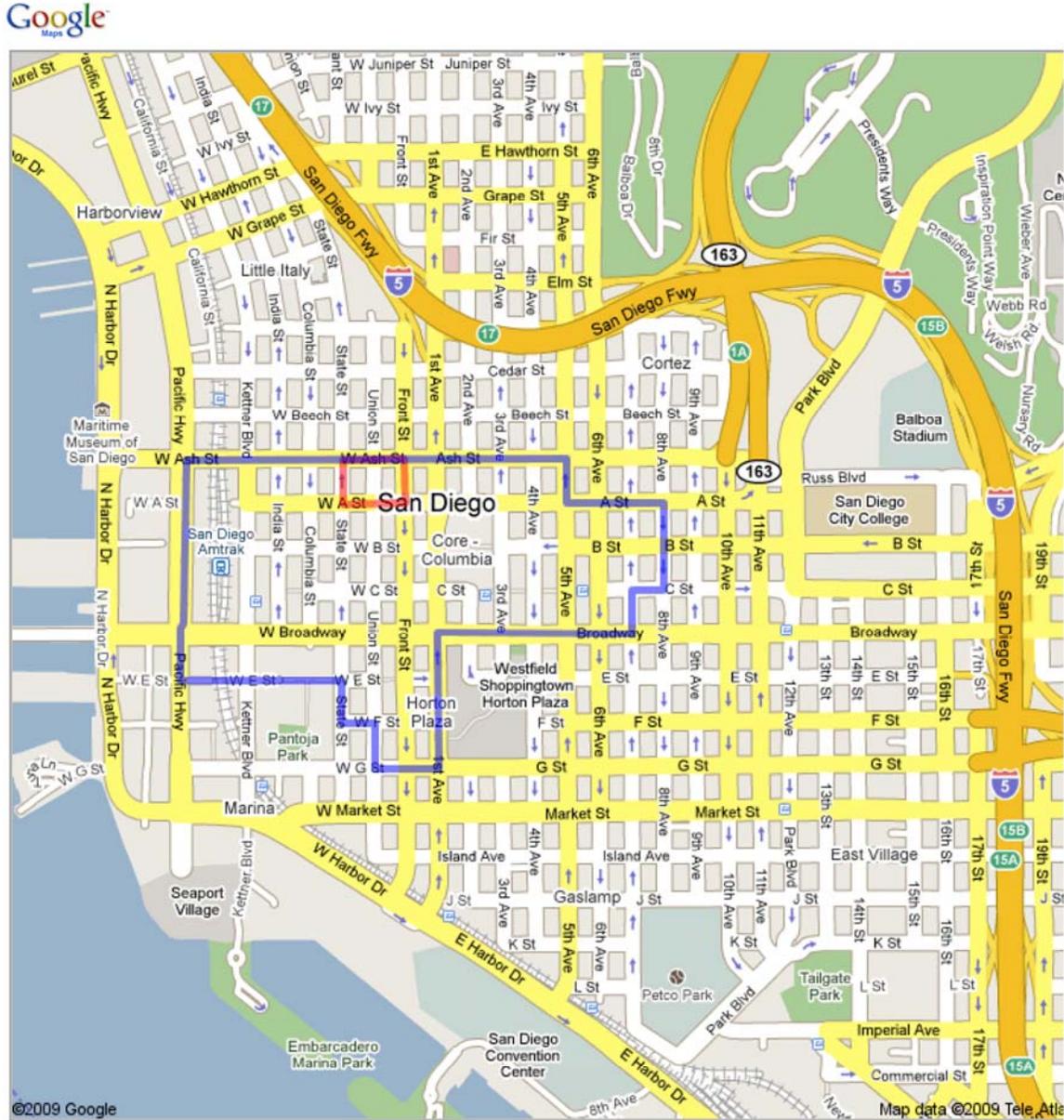
Existing Site Plan, State Property



SITE PLAN

EXHIBIT G

Boundary Area for Alternate Sites

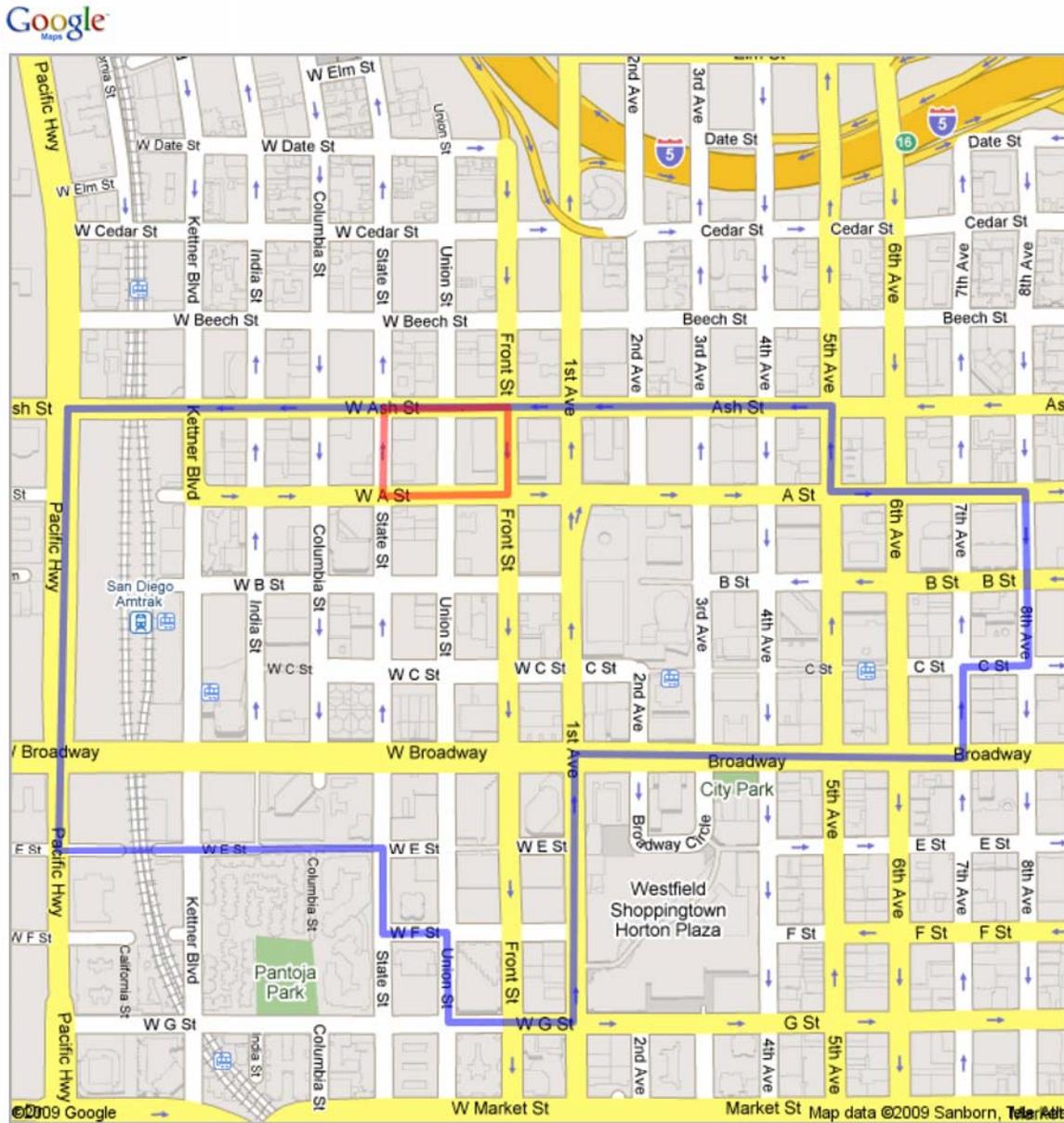


San Diego DGS Property

-  State Property
-  Boundary Area for Alternate Sites

EXHIBIT G (CONTINUED)

Boundary Area for Alternate Sites



San Diego DGS Property

-  State Property
-  Boundary Area for Alternate Sites

EXHIBIT H

Authorizing Legislation

DOWNTOWN SAN DIEGO OFFICE PROJECT, SB-140

TRANSACTION #128420

APPLICATION FOR PRE-QUALIFICATION FOR PROSPECTIVE DEVELOPER

The disposition of State Property in exchange for the Replacement Office Space will be completed in accordance with Senate Bill 140 (SB-140) enacted as Chapter 513 in Statutes 2008, which added Government Code Section 14673.10 which reads as follows:

14673.10. (a) The Legislature finds and declares all of the following:

(1) Located in the City of San Diego, the state owns approximately 2.7 acres of real property on two city blocks bounded by Ash Street on the north, Front Street on the east, "A" Street on the south, and State Street on the west, with improvements, currently used for state offices.

(2) For purposes of this section, the real property described in paragraph (1) shall be referred to as the "San Diego Property."

(3) Continuing the consolidated operations of the various state agencies in one location will greatly facilitate and improve the efficiency of the administrative operations of the state.

(4) The San Diego Property may be sold, exchanged, leased, or any combination thereof, and the proceeds used to carry out the intent of the Legislature to consolidate various departments and state agencies to protect the health and safety of the people.

(5) The disposition of the San Diego Property authorized in this section does not constitute a sale or other disposition of surplus state property within the meaning of Section 9 of Article III of the California Constitution or subdivision (g) of Section 11011.

(b) The Director of General Services may sell, exchange, lease, or any combination thereof, all or a portion of the San Diego Property. The director shall use the proceeds of any sale, exchange, or lease made pursuant to this subdivision to acquire the land and facilities described in subdivision (g) to consolidate various state departments within the downtown area of the City of San Diego.

(c) Any exchange, lease, or sale of properties carried out pursuant to this section shall be for no less than fair market value, as determined by an independent appraisal or pursuant to a competitive selection process. Compensation for the San Diego Property may include land, or a combination of land, improvements, and money.

(d) (1) Any funds received from the sale, exchange, or lease of the San Diego Property authorized by this section shall be held in trust and used only for the acquisition, lease, lease-purchase, lease with an option to purchase, or lease-purchase finance of the land and facilities identified in subdivision (g) and are hereby appropriated to the Department of General Services for expenditure for the purposes of this subdivision.

(2) For the purposes of this section, the terms "lease" or "leases" mean the selection and acquisition of a lease-purchase, lease-purchase finance, or lease with an option to purchase pursuant to this subdivision.

(e) The Department of General Services shall be reimbursed for any reasonable cost or expense incurred for the transactions described in this section from the proceeds of the sale, lease, or exchange of the San Diego Property.

(f) For the purposes of this section, the San Diego Property shall not be subject to the provisions of Section 11011.1 or Article 8 (commencing with Section 54220) of Chapter 5 of Part 1 of Division 2 of Title 5.

(g) (1) The director may enter into one or more agreements or leases for the purposes of providing usable office and related space not to exceed 120,000 net square feet in the City of San Diego in order to consolidate various departments and state agencies. It is the intent of the Legislature that the state obtain an equity interest in any land or facility authorized by this subdivision.

(2) Notwithstanding Section 14669, the department shall advertise and award the lease or leases to the proposer offering to provide a building or buildings that meet the state's requirements and that the director determines are in the best interest of the state. The director may also lease all or part of the San Diego Property for a period not to exceed 66 years.

(h) (1) The Department of General Services shall develop the terms and conditions of any agreements or lease, and provide them to the Department of Finance for review prior to soliciting bids. The Department of General Services shall obtain approval from the Department of Finance prior to execution of any agreement or lease.

(2) The Department of General Services shall notify the chairperson of the committee in each house that considers appropriations and the Chairperson of the Joint Legislative Budget Committee, or his or her designee, in writing of the director's intention to enter into a lease or an agreement, not sooner than a lesser time that the Chairperson of the Joint Legislative Budget Committee, or his or her designee, may in each instance determine. If any of the three committees fail to take an action with respect to the submittal within 45 days after the submittal, this inaction shall be deemed to be approval for purposes of this section.

EXHIBIT I

**Guaranty of Obligations of Developer
Under Development Agreement
(Not Required Until RFP)**

DOWNTOWN SAN DIEGO OFFICE PROJECT, SB-140

TRANSACTION #128420

**APPLICATION FOR PRE-QUALIFICATION
FOR
PROSPECTIVE DEVELOPER**

THIS GUARANTY ("Guaranty") is made and entered into as of _____, 19____, by _____ ("Guarantor") to and for the benefit of the DEPARTMENT OF GENERAL SERVICES, REAL ESTATE SERVICES DIVISION, PROJECT MANAGEMENT BRANCH (Department) with reference to the following facts:

- A. _____ ("Developer"), is about to enter into a certain Development Agreement (the "Agreement") with the Department of General Services of the State of California, herewith [Contract Number _____] and a number of related Contract Documents (as that term is defined in the Agreement) whereunder the Developer is to design and construct a new office facility. The building/parking site is located at _____. The entire existing facility is slated for phased demolition.
- B. For a variety of reasons the Developer is a newly formed entity whose sole shareholders are _____ (the "Contractor") and _____ (the "Architect"). Because the Department must be assured that the Developer has the financial strength and expertise to carry out its obligations under the Agreement, it has required, as a condition of entering into the Agreement, that the Contractor execute this Guaranty whereunder the Contractor, as Guarantor hereunder, guarantees to the Department that it will guaranty the performance of all obligations of the Developer under the Agreement, whether physical or financial, all as more particularly herein stated.
- C. All terms used in this Guaranty which are not herein defined shall have the meanings assigned thereto in the Agreement, the Contract Documents, the Construction meanings assigned thereto in the Agreement, the Contract Documents, the construction documents, and any other documents referred to therein. For purposes of this Guaranty, the term "Collective Agreements" shall refer to the Agreement, the Contract Documents, the construction documents and any other documents referred to therein, in the aggregate.

NOW THEREFORE, for a valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Guarantor, for itself, its successors and assigns:

1. Unconditionally and absolutely guarantees the due and punctual performance of any and all obligations of the Developer under the Collective Agreements, and each of them, in

accordance with the terms thereof, whether such be obligations to act, or make payments of any nature whatsoever, whether now or hereafter due, as well as the due and punctual performance and observance by Developer of all the other terms, covenants, and conditions of the Collective Agreements, and each of them (including, without limitation, the completion of the construction of the Project contemplated thereby in accordance with the terms thereof and including the payment of all funds required in excess of the Department's commitment to pay for the construction), together with all attorney fees, court costs, and other costs and expenses as shall be paid or incurred by the Department in connection with the attempted enforcement of the Collective Agreements, or any of them, or portions thereof, or paid or incurred by the Department in connection with the defense by the Department of any action, suite, or claim by any third party with respect to any of same, or paid or incurred by the Department in connection with the attempted enforcement of this Guaranty. All debts, duties, liabilities, and obligations herein above described and covered by this Guaranty or intended so to be, are hereinafter collectively called the "Obligations."

2. Waives diligence, presentment, protest, notice of dishonor, demand for payment, extension of time of payment, notice of acceptance of this Guaranty, nonpayment at maturity, and indulgences and notices of every kind, and consents to any and all forbearances and extensions of the time of payment or performance by the Developer under the Collective Agreements, or any of them, and to any and all changes in the terms, covenants and conditions thereof hereafter made or granted and to any and all substitutions, exchanges, or releases of any collateral therefore; also waives any right to cause a marshalling of Developer's assets or to cause the Department to proceed against the Developer before proceeding against the Guarantor; also waives any right to require the Department to apply upon any obligation of the Developer under the Collective Agreements, or any of them, hereby guaranteed any funds or other property at any time received by or paid to or in the possession of the Department; it being the intention hereof that the Guarantor shall remain liable hereunder until the terms, covenants, and conditions of the collective Agreements, and all of them, have been fully performed and observed by the Developer, notwithstanding any act, omission, or thing that might otherwise operate as a legal or equitable discharge of Guarantor. In connection therewith, the Guarantor expressly waives any and all benefits, which might otherwise be available to the Guarantor under California Civil Code Sections 2810, 2819, 2825, 2845, 2849, 2850, 2899 and 3443.
3. Agrees that the liability of the Guarantor hereunder shall not in anywise be released, diminished, impaired, reduced, or affected by:
 - a. The taking or accepting by the Department of any security or guaranty for the Developer's performance of any or all of the Obligations;
 - b. Any release, withdrawal, surrender, exchange, substitution, subordination, or loss of any security or other guaranty at any time existing in connection with any or all of the Obligations; any partial release of the liability of any other guarantor or guarantors of any nature whatsoever, or under any other instrument had, or to be had, in connection with, or as security for, the Obligations, or the death, corporate dissolution, insolvency, bankruptcy, disability, or lack of Department of the Developer, the Guarantor, or any other guarantor or any party at any time liable for the payment of all or any part of the Obligations, whether now existing or hereafter occurring;
 - c. Any renewal, extension, modification, and/or rearrangement of the performance or payment of any or all of the Obligations, or the performance of any covenant contained in any instrument had, or to be had, in connection with, or as security for, the Obligations, either with or without notice to, or consent of, the Guarantor or any adjustment, indulgence, forbearance, or compromise that may be granted or given by the Department to any party; or

- d. Any neglect, delay, omission, failure, or refusal of the Department to take or prosecute any action for the collection or performance of any of the Obligations or to foreclosure or take or prosecute any action in connection with any lien, right, or security existing or to exist in connection with, or as security of, any of the Obligations; or to take any action hereunder; it being the intention hereof that the Guarantor shall remain liable as principal until the full amount of the Obligations, together with interest, and any other sums due or to become due upon or in connection with any of the same, shall have been fully paid, performed, and observed by the Developer.
4. Agrees that it shall have no right of subrogation whatsoever with respect to the aforesaid Obligations, or to any moneys due and unpaid thereon or any collateral security for the same (unless and until any third party, or the Department, as the case may be, shall have received payment in full of all sums at any time due under the Collective Agreements, or any of them.) All sums, amounts, performances owing, or to be performed by Developer to the Guarantor, as well as all rights, liens, claims, and securities existing and to exist in connection therewith, or as security therefore, are declared, recognized, and made subordinate to the Obligations and to all rights, titles, interest, and claims of any nature which the Department may have hereunder, or under the Collective Agreements, or any of them, of any nature whatsoever.
5. Agrees that this Guaranty may be enforced by the Department without first resorting to or exhausting any particular security, Bond, or collateral for the Obligations, or without first having recourse to the assets or estate of the Developer or of any other party liable for the performance of the Obligations, or any of them.
6. Further hereby covenants, represents, and warrants that:
 - a. The Collective Agreements, and each of them, were duly authorized and, to the degree required were, executed by the Developer and are legal, valid, and binding instruments, enforceable against Design/Builder in accordance with their respective terms.
 - b. Guarantor agrees that in the event this Guaranty is placed in the hands of attorneys for enforcement, the Guarantor will reimburse the Department for all expenses thereby incurred, including, but not limited to, attorney fees and court costs, as well as all fees incurred for expert witnesses, consultants, witnesses and the like, whether prior to trial, at trial, or on appeal.
7. Agrees that this Guaranty shall inure to the benefit of the Department and its successors and assigns and shall be binding upon and enforceable against the Guarantor and its successors and assigns. The laws of the State of California shall be applicable to this Guaranty.
8. Agrees that if any term, covenant, or condition of this Guaranty, the Collective Agreements, or any of them, or the application thereof to any person or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Guaranty, the Collective Agreements, and each of them, or the application of such term, covenant, or condition to persons or circumstance other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term, covenant, or condition of this Guaranty, the Collective Agreements, and each of them, shall be valid and be enforced to the fullest extent permitted by law.
9. Agrees that in the event of any bankruptcy, reorganization, winding up, or similar proceeding with respect to the Developer, no limitation of the Developer's liability under the Collective Agreements, or any of them, that may now or hereafter be imposed by any federal, state, or other statute, law, regulation, or judicial or administrative determination applicable to such proceedings shall in any way limit the obligation hereunder of the Guarantor, which obligation is coextensive with the Developer's liability as set forth in the Collective Agreements, and each of them, without regard to any such limitation. In the event any payment by the Developer to the Department is held to constitute a preference under the bankruptcy laws, or if for any other reason the Department is required to refund such payment or pay the amount

thereof to any other party, such payment by the Department to Developer shall not constitute a release of the Guarantor from any liability hereunder, by the Guarantor agrees to pay such amount to the Department upon demands.

- 10. Agrees that this Guaranty shall be continuing and of full force and effect until the Obligations under the Collective Agreements, and each of them, are fully paid or performed, as the case may be.
- 11. Agrees that any notice or demand to the Guarantor hereunder or in connection herewith may be given and shall conclusively be deemed and considered to have been given and received upon the deposit thereof, in writing, in the U.S. mail, duly stamped and addressed to the Guarantor at the last known address of the Developer; but actual notice, however given or received, shall always be effective. The last preceding sentence shall not be construed in any wise to affect or impair any waiver of notice or demand herein provided or to require giving of notice or demand to or upon the Guarantor in any situation or for any reason.
- 12. In any action initiated by the Department to enforce this Guaranty against the Guarantor, except as otherwise expressly herein agreed, the Guarantor shall be entitled to assert, and rely upon, as against the Department any contractual defense(s) under the Collective Agreements to which the Developer would be entitled thereunder.

The Guarantor has executed this instrument, the day and year first above written, in _____, California.

[signature]

[signature]

[signature]

EXHIBIT J

Sample Insurance Requirements
(Not Required Until RFP)

DOWNTOWN SAN DIEGO OFFICE PROJECT, SB-140

TRANSACTION #128420

**APPLICATION FOR PRE-QUALIFICATION
FOR PROSPECTIVE DEVELOPER**

CONTENTS

1. *INSURANCE REQUIREMENTS*

ATTACHMENTS

- ATTACHMENT 1 – BONDS, INSURANCE, AND INDEMNITY
- ATTACHMENT 2 – PERFORMANCE BOND
- ATTACHMENT 3 – PAYMENT BOND

1. INSURANCE REQUIREMENTS

Refer to **Attachment 1** of **Exhibit J** (Bonds, Insurance and Indemnity) attached to this Questionnaire for insurance requirements for this project. Each policy of insurance carried by the Developer for this project shall be issued by an insurance company licensed to do business in California with a rating classification of "A –" or better and a financial size category rating of "V" or better according to the latest addition of "Bests."

Attach a notarized statement from the Workers' Compensation carrier specifying Developer's general contractor's current Experience modification Rating for Workers' Compensation for the State of California. List reference ratings and corresponding companies for the last three (3) years in accordance with the requirements spelled out in **Attachment 1** of **Exhibit J**. Also, please attach a declaration that such limits as described in said attachment is obtainable by the entity submitting this application.

Name of Insurance Company: _____

Address: _____

Contact Name: _____ Telephone: _____ FAX: _____

Rating: _____

Name of Insurance Company: _____

Address: _____

Contact Name: _____ Telephone: _____ FAX: _____

Rating: _____

Name of Insurance Company: _____

Address: _____

Contact Name: _____ Telephone: _____ FAX: _____

Rating: _____

Name of Insurance Company: _____

Address: _____

Contact Name: _____ Telephone: _____ FAX: _____

Rating: _____

Name of Insurance Company: _____

Address: _____

Contact Name: _____ Telephone: _____ FAX: _____

Rating: _____

ATTACH RATING FORM FOLLOWING THIS PAGE

**2. TERMINATION / FAILURE TO COMPLETE; VIOLATIONS;
CLAIMS; ARBITRATION AND LITIGATION**

- A. Provide a declaration certifying that the applying team members of the Developer have not had a surety company finish work on any project within the last five (5) years

Declaration:

I, _____, authorized agent of the Developer,
hereby certifies that the team members of

_____ (Developer), have
not had a surety company finish work on any project within the last five (5) years.

Signed: _____ Dated: _____

SAMPLE

TERMINATION/FAILURE TO COMPLETE; VIOLATIONS; CLAIMS; ARBITRATION AND LITIGATION (continued)

B. Provide information and details below for any construction or design claim or litigation totaling more than five hundred thousand dollars (\$500,000) or five (5) percent of the annual value of work performed, whichever is less, settled against any member of the Developer's team within the last five (5) years.

1. **PROJECT:** _____

Location: _____

Amount of Claim: \$ _____ Resolution: Yes No Date: _____

Nature of Claim: _____

Final Status: _____

2. **PROJECT:** _____

Location: _____

Amount of Claim: \$ _____ Resolution: Yes No Date: _____

Nature of Claim: _____

Final Status: _____

3. **PROJECT:** _____

Location: _____

Amount of Claim: \$ _____ Resolution: Yes No Date: _____

Nature of Claim: _____

Final Status: _____

ATTACH ADDITIONAL SHEETS IF REQUIRED

TERMINATION/FAILURE TO COMPLETE; VIOLATIONS; CLAIMS; ARBITRATION AND LITIGATION (continued)

- C. Provide information and details below for any serious violations of the Occupational Safety and Health Act, as provided in Part 1 (commencing with Section 6300) of Division 5 of the Labor Code, settled against any member of the Developer's team.

- D. Provide information and details of any violations of federal or state law, including, but not limited to, those laws governing the payment of wages, benefits, or personal income tax withholding, or of Federal Insurance Contributions Act (FICA) withholding requirements, state disability insurance withholding, or unemployment insurance payment requirements, settled against any member of the Developer's team over the last five years. For the purposes of this sub clause, only violations by a Developers' team member as an employer shall be deemed applicable, unless it is shown that the Developer's team member, in his or her capacity as an employer, had knowledge of his or her subcontractor's violations or failed to comply with the conditions set forth in subdivision (b) of Section 1775 of the Labor Code.

ATTACH ADDITIONAL SHEETS AS REQUIRED.

TERMINATION/FAILURE TO COMPLETE; VIOLATIONS; CLAIMS; ARBITRATION AND LITIGATION (continued)

- E. Provide information and details, under penalty of perjury, that any officer of such bidder (Developer's team members), or any employee of such bidder who has a propriety interest in such bidder, has ever been disqualified, removed, or otherwise prevented from bidding on, or completing a federal, state, or local government project because of a violation of law or a safety regulation, and if so explain the circumstances (Public Contract Code Section 10162).

Declaration:

I, _____, authorized agent of the Developer,

(Developer),
hereby declare under penalty of perjury that the above information is true and correct.

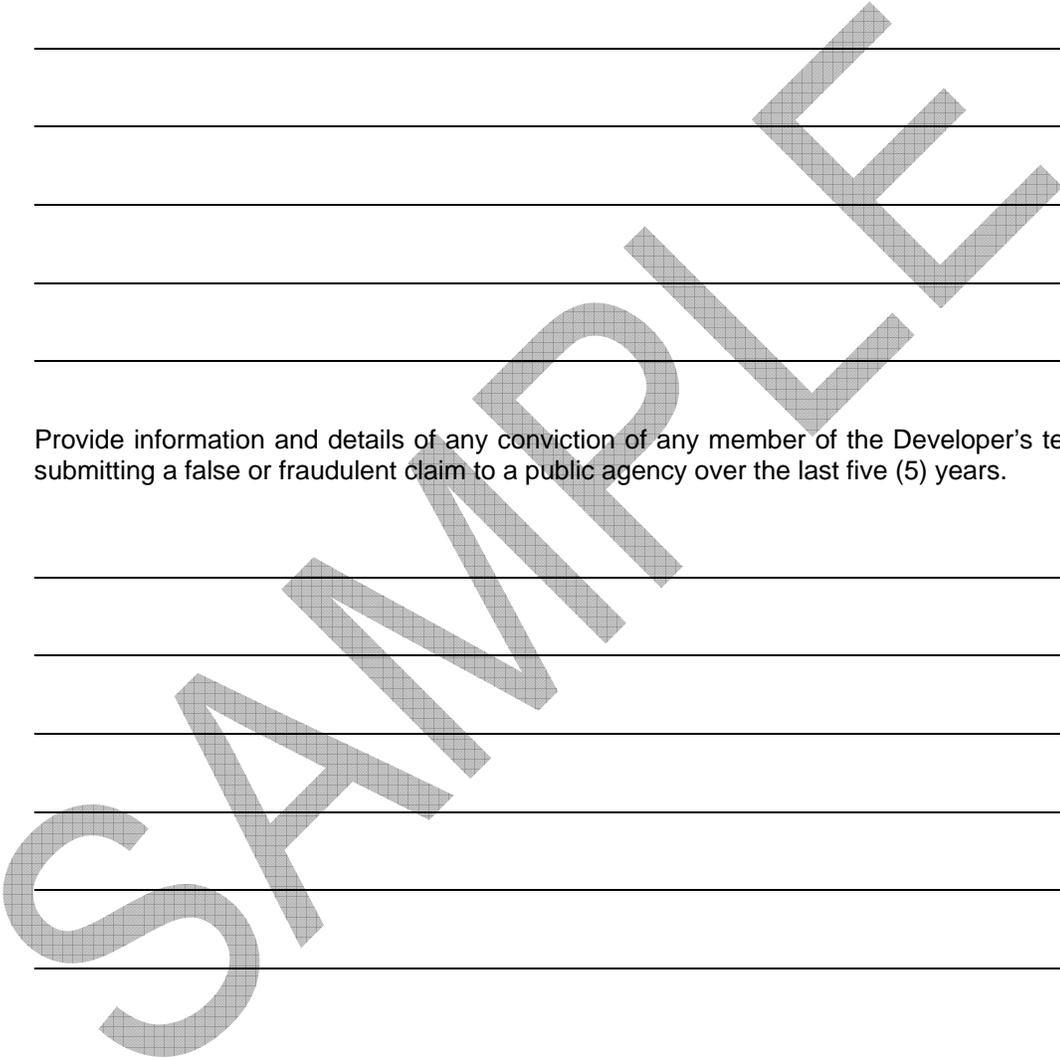
Signed: _____ Dated: _____

ATTACH ADDITIONAL SHEETS AS REQUIRED

TERMINATION/FAILURE TO COMPLETE; VIOLATIONS; CLAIMS; ARBITRATION AND LITIGATION (continued)

F. Provide information and details of any violations by the Developer of the Contractor's State License Law (Chapter 9 (commencing with Section 7000) of Division 3 of the Business and Professions Code), excluding alleged violations or complaints.

G. Provide information and details of any conviction of any member of the Developer's team of submitting a false or fraudulent claim to a public agency over the last five (5) years.



ATTACH ADDITIONAL SHEETS AS REQUIRED.

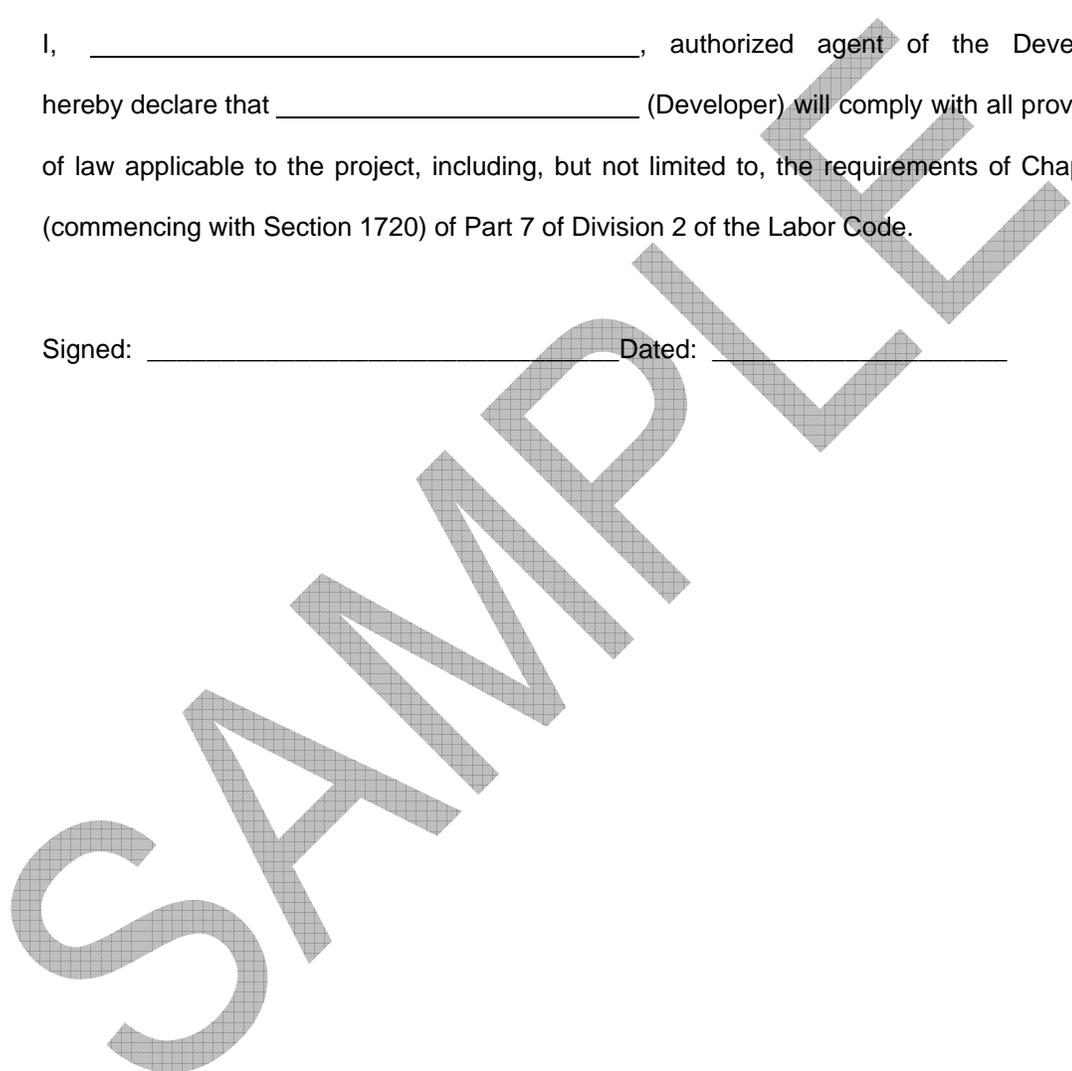
**TERMINATION/FAILURE TO COMPLETE; VIOLATIONS; CLAIMS;
ARBITRATION AND LITIGATION (continued)**

- H. Provide a declaration that the Developer will comply with all other provisions of law applicable to the project, including, but not limited to, the requirements of Chapter 1 (commencing with Section 1720) of Part 7 of Division 2 of the Labor Code.

Declaration:

I, _____, authorized agent of the Developer, hereby declare that _____ (Developer) will comply with all provisions of law applicable to the project, including, but not limited to, the requirements of Chapter 1 (commencing with Section 1720) of Part 7 of Division 2 of the Labor Code.

Signed: _____ Dated: _____



ATTACHMENT 1

BONDS, INSURANCE, AND INDEMNITY

1. Performance and Payment Bonds

- a. Developer shall furnish to the State of California, prior to the awarding of any contract, a surety bond in favor of the State of California in the amount of not less than one hundred (100%) of the amount of Contract, to guarantee faithful performance of Contract and a payment bond, each in the form attached to the Developer Agreement. Bond shall guarantee repair or replacement of deficient, defective or faulty materials and workmanship for a period of one year following completion of the project unless otherwise required in the Contract Documents. Bond shall be issued by an admitted surety with a rating classification of "A VIII" or better according to Best's Rating Service.
- b. State of California acknowledges that any faithful performance and payments bonds provided by Developer shall not apply to errors or omissions in the furnishing of professional services in connection with architecture or engineering services provided by Developer or its consultants. State of California hereby waives and releases all claims against such sureties arising out of or relating to such professional errors and omissions; such release, however, does not apply to a failure to provide professional services where required under the Contract, and the performance bonds shall include the costs of such services. See Attachment 2 of Exhibit J, Performance Bond, and Attachment 3 of Exhibit J, Payment Bond.

2. Insurance

Developer shall not commence work under this Contract until all insurance has been obtained that is required under this section and such insurance has been verified by the State of California, nor shall Developer allow any Subcontractor to commence work on its Contract until all similar insurance required of the Subcontractor has been so obtained and approved. Developer shall furnish the State of California with three (3) copies of each required certificate of insurance, as provided below. Developer shall have the following insurance coverage types:

a. Workers' Compensation Insurance and Employer's Liability Insurance

Developer shall maintain during the life of the Contract Workers' Compensation Insurance and Employer's Liability Insurance for all of its employees employed on the project as described herein. Said insurance shall comply with the following:

- i. Workers' Compensation Insurance in compliance with the laws of the State of California and any applicable federal statutes.
- ii. Employers liability insurance of no less than one million dollars (\$1,000,000) each accident and one million dollars (\$1,000,000) each employee.

In signing the Contract, Developer shall make the following certification, required by Section 1861 of the Labor Law:

"I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the

provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.”

b. Automobile and General Liability

Developer shall have throughout the term of this contract, policies of liability insurance covering automobile and general liability as follows:

- i. Owned/non-owned and hired automobile liability insurance with primary limits for bodily injury and property damage liability of not less than one million dollars (\$1,000,000) per accident. Umbrella and/or excess liability limits of not less than five million (\$5,000,000) per accident.
- ii. Commercial general liability and/or umbrella excess liability insurance providing coverage on an occurrence basis with a per project aggregate endorsement attached to the certificate of insurance and with limits of not less than twenty-five million (\$25,000,000) each occurrence and annual aggregate for bodily injury and property damage liability combined including:
 - 1) Premises and operations liability coverage;
 - 2) Owner's and contractor's protective liability coverage;
 - 3) Broad form property damage liability coverage including completed operations;
 - 4) Blanket contractual liability coverage;
 - 5) Deletion of any limitations relating to liability arising out of explosion, collapse or underground hazards;
 - 6) Personal and advertising injury liability coverage;
 - 7) For excavation and foundations, deletion of any limitation on coverage for bodily injury or property damage arising out of subsidence of soil or earth movement; and
 - 8) For demolition and/or hazardous materials removal, deletion of any limitation regarding asbestos and/or lead risk exposure.
 - 9) An endorsement specifying that policy aggregate limits apply separately to the project covered by this contract;
 - 10) Unintentional Errors & Omissions
 - 11) Products and Completed Operations including 3 year extension endorsement
 - 12) Occurrence Definition to include "Assault and battery committed by, at the direction of or on behalf of any insured for the purpose of protecting the person or property of any insured or of others shall be deemed to be an occurrence."
 - 13) Extended Personal Injury definition to include alienation of affections, discrimination, or humiliation.
 - 14) Bodily Injury Definition to include mental anguish, shock, mental injury, humiliation, sickness, or disease sustained by a person, including death resulting from any of these at any time.

15) Exclusion Property Damage to the Insured's Work to read: "Property damage" to that particular part of "your work" that is defective or actively malfunctions. This exclusion applies only to the "products-completed operation" hazard. It does not apply if the damaged work or the work out of which the damage arises was performed on your behalf by a subcontractor.

16) Contractual Liability – Municipal Work: The phrase "any other contract or agreement pertaining to your business," as included in the definition of an insured contract, includes an indemnification of a municipality required by ordinance and in connection with work performed for the municipality.

c. Professional Liability Insurance

Upon execution of this contract, Developer shall obtain professional liability insurance with limits of at least five million dollars (\$5,000,000) per claim and aggregate which shall cover claims resulting from professional errors and omissions of Developer and any of its consultants in connection with the work provided such claims arise during the period commencing upon the preparation of the construction documents and ending five (5) years following Project Completion. The certificate shall display the retroactive date of the policy. The certificate shall also display evidence of a five (5) year extended reporting provision (ERP) under this policy. Such insurance shall be in form reasonably acceptable to the State of California.

d. Builders' Risk Insurance/Installation Floater

Developer shall have and maintain until Project Acceptance, "all risk" builders' risk property insurance, jointly in the names of the State of California and the Developer, payable as their respective interest may appear, such insurance all times to be of sufficient amount to cover fully all loss or damage to the work under this Contract, at 100% replacement cost. Such insurance shall be in a form acceptable to the State of California and shall include coverage for machinery during testing.

e. Subcontractor Insurance

Developer shall cause all subcontractors engaged to perform work required of Developer pursuant to this Contract to have Workers' Compensation, Commercial General Liability/Umbrella and/or Excess Liability, and Automobile Insurance in a form and amount deemed appropriate by the Developer for work performed under this Contract.

f. General Requirements.

- i. All of the above insurance policies required of the Developer shall be underwritten with admitted insurance companies, rated "A-V" or better by Best's Rating service or otherwise approved by Department of General Services, Office of Risk and Insurance Management.
- ii. Any insurance required to be carried by Developer shall be primary to any other insurance carried by the State of California.
- iii. Prior to commencing any of the work, Developer shall provide the State of California with satisfactory certificates of insurance verifying the extent of coverage, limits of liability, and all requirements as set forth above.
- iv. The certificates of insurance shall name the State of California, it's officers, agents, employees and servants and such other entities as the State may designate as certificate holders and/or additional insured, on the commercial general liability and any excess

liability policies through evidence of a separately attached additional insured endorsement to the certificate on a form acceptable to The Department of General Services, Office of Risk and Insurance Management.

- v. The certificates of insurance shall provide that the insurer or its agent shall give thirty (30) days prior written notice to the State of California prior to any cancellation, nonrenewal, or reduction in coverage.
 - vi. All certificates of insurance shall be on an original form (not photocopy).
 - vii. Upon request by the State of California, Developer shall also provide the State of California with copies of only such policies, including those policies required from Subcontractors of any tier.
 - viii. The contractor is responsible for any deductible or self-insured retention contained within the insurance policies outlined above.
 - ix. Any insurance required in this contract shall be primary and not excess or contributory to any other insurance or self-insurance afforded by the State.
- g. Owner Controlled Insurance Program

The State may arrange for this Project to be insured under an Owner Controlled Insurance Program (OCIP Program). The OCIP may provide to enrolled Contractors and enrolled Subcontractors Workers' Compensation and Employer's Liability insurance, Commercial General Liability insurance and Umbrella/Excess Liability insurance (OCIP Insurance Coverages) in connection with the performance of the work at the Project Site.

The OCIP would be for the period beginning with the particular Contractor's and/or Subcontractor's commencement of work, and ending on the date the State determines the Contractor's and/or Subcontractor's work to be fully and finally complete.

Such insurance arranged by the State would be intended to offer broad coverage and relatively high limits. The coverages afforded under this program would not include all insurance needed by a Contractor and/or Subcontractor. For example, Workers' Compensation and General Liability coverages would apply only to the operations of and for each Insured at the insured Project Site. They would not apply to the operations of any Insured at its regularly established main or branch office, factory, warehouse, or similar place. It also would not include Automobile Liability and Contractors Equipment Coverage.

Complete OCIP information, if indeed an OCIP is established, would be included in the RFP. Prospective Developers shall assume for this application and planning purposes that an OCIP will NOT be established.

3. Indemnification.

- a. Developer will indemnify and defend the State of California and their respective officer, employees, consultants and agents against all loss, expense (including, but not limited to, attorneys' fees and our costs), damage, injury, liability, cause of action or claim of any kind or character (collectively "claims" and individually a "claim"), in any way arising out of this Contract or the work, including but not limited to the acts or omissions of Developer, its partners, officer, directors, employees, agents, licensees, invitees, consultants, vendors, or subcontractors of any tier (collectively the "Developer Parties"), including, but not limited to, any claim arising from or caused by:

- i. any defect in the bid documents, or the design or construction of, or materials used in the work or in any machine, equipment, appliance, or other item of personal property installed or located therein;
- ii. any defect in the preparation of soils or in the design and accomplishment of grading;
- iii. any violation or alleged violation by any of Developer Parties of any law existing as of the date of this contract or hereafter enacted;
- iv. any negligent acts or omissions or other tortious conduct of Developer or any of Developer Parties;
- v. any accident on the job site or other casualty thereon;
- vi. any other cause whatsoever in connection with Developer's use of or activities on the job site of Developer's performance under this contract; or
- vii. the inaccuracy or incorrectness of any representation or warranty of Developer to State of California under this contract.

These obligations shall apply to any claim or action asserted by a private party or by a governmental agency, including, but not limited to, any claim or action for multiple or punitive damages and these obligations are intended to apply with respect to claims arising during the term of this Contract or following any expiration or other termination of this Contract, and shall survive the expiration or other termination of this contract. Developer's obligations as described above shall apply regardless of fault or negligence (whether active

or passive) on its part or on the part of the indemnified parties; it being the intent of this contract that these obligations be interpreted in the broadest possible manner provided that, as to any indemnified party, said obligations shall not apply to injury, death, or damage to property to the extent arising from the negligence or the willful misconduct of said indemnified party or its officers, agents servants, or independent contractors who are directly responsible to the indemnified party, or for defects of design furnished by such persons but provided further that the foregoing limitations shall not apply as to any insurance required by this Contract. These obligations of Developer shall not be construed to negate, abridge, or otherwise reduce any right of indemnity or any other rights to which the State would otherwise be entitled. Notwithstanding the foregoing, the obligations of Developer in this paragraph are intended to apply only to third party claims arising out of the Contract or the work, and not to property damage to the State, which damage is treated elsewhere in this Contract.

- b. Developer will save, keep, and hold harmless the State and their respective officers, employees, and agents from all claims by reason of, or in the course of the performance of said work, by reason of any infringement or alleged infringement of the patent rights, copyrights, and trademarks of any person or persons, firm, or corporation in consequence of the use in, on or about said work, of any article or material supplied or installed under this Contract.
- c. Developer shall cause all subcontracts to include the indemnification and hold harmless requirements set forth in this section, in form satisfactory to the State of California.

ATTACHMENT 2

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, that _____
Developer _____ (hereinafter called
the "Principal") as Principal and _____,
_____ a corporation organized and existing under the laws of the State of _____
_____ (hereinafter called the "Surety"), as Surety, are held and firmly bound to the DEPARTMENT
OF GENERAL SERVICES (hereinafter called the "Department"), as Obligee, in the sum of _____
_____ Million Dollars (\$ _____), for the payment of
which sum well and truly be made, the said Principal and Surety bind themselves, and their
respective heirs, subcontractors, contractors, successors and assigns, jointly and severally, thereby
by these presents.

WHEREAS, (I) the Developer has entered into an Agreement ("Agreement") by the Authority for the
design and construction of the Downtown San Diego Office Project (hereinafter called the "Project");
and

WHEREAS, the Principal has submitted a bid for the work on the Project.

NOW THEREFORE, THE CONDITION OF THE OBLIGATION IS SUCH, that if the Principal shall
well and truly perform all of the undertakings, covenants, terms, conditions and agreements of the
Contract Documents within the time provided therein and any extensions thereof that may be granted
by the Authority, as applicable, and during the life of any guaranty or warranty required under the
Contract Documents and shall also well and truly perform all of the undertakings, covenants, terms
conditions and agreements of any and all duly authorized modifications of the Contract Documents
that may hereafter be made, and shall indemnify and save harmless the Obligee of and from any and
all loss, damage, and expense, including costs and attorney's fees, from which the said Obligee may
sustain by reason of failure to do so, then this obligation shall be null and void; otherwise it shall
remain in full force and effect.

The said Surety agrees that no change, extension of time, alterations, additions, omissions or other
modifications of the terms of the Contract Documents or in the work to be performed with respect to
the Project, or in the specifications of plans, or by any change or modification of any terms or
payment or extension of any time for any payment pertaining or relating to the Contract Documents,
or by rescission or attempted rescission of the Contract Documents, or this Bond, or by any condition
precedent or subsequent in this Bond attempting to limit the right of recovery of Obligee otherwise
entitled to recover under this Bond, or by any fraud practiced by any person other than the Obligee
seeking to recover on this Bond, shall in anywise affect its obligation on this Bond, and it does hereby
waive notice of any such changes, extensions of time, alterations, additions, omissions or other
modifications. The Surety agrees that to the extent that payment of sums pursuant to the Contract
Documents undertaken by the Surety, and the payment obligation could be construed as an
obligation under this Bond or the payment bond issued by the Surety contemporaneously with the
issuance of the Bond, such payment shall be treated solely as the discharge of an obligation under
the payment bond and shall not reduce or impact on the Surety's obligations under this Bond.

When this Bond has been furnished to comply with a statutory or other legal requirement in the
location where the construction is to be performed, any provision in this Bond conflicting with said
statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such
statutory or other legal requirement shall be deemed incorporated herein. The intent is that this Bond
shall be construed as a statutory bond and not as a common law bond.

IN WITNESS WHEREOF, the above bounded parties have executed this instrument under their several seals this _____ day of _____, 20____, the names and corporate seals of the corporate parties being hereto affixed and those presents duly signed by their undersigned representatives, pursuant to authority of their governing bodies.

WITNESS:

or secretary attest

or secretary attest

PRINCIPAL (DEVELOPER)

By: _____
Name:
Title:
Address:

SURETY:

By: _____
Name:
Title:
Address:

SAMPLE

ATTACHMENT 3

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS:

THAT WHEREAS, the DEPARTMENT OF GENERAL SERVICES (herein after called the "Department") has entered into an agreement ("Agreement") with _____ for the design and construction of the Downtown San Diego Office Project ("Project"); and

WHEREAS, the Developer is required to furnish a payment bond in connection the Contract Documents, to secure the payment of claims of Developer laborers, mechanics, materialmen and other persons as provided by law.

NOW THEREFORE, we the undersigned Principal (Developer) and Surety are held and firmly bound unto the Authority Obligee in the sum of _____ Million Dollars (\$) _____) for which payment well and truly to be made we bind ourselves our heirs, executors and administrators, successors and assigns, jointly and severally firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that if the Principal, or its heirs, executors, administrators, successors or assigns or subcontractors, shall fail to pay any of the persons named in California Civil Code Section 3181, or amounts due under the Unemployment Insurance Code with respect to work or labor performed by any such claimant, or any amounts required to be deducted, withheld and paid over the California Franchise Tax Board from the wages of employees of the Principal and/or its subcontractors pursuant to Section 18306 of the California Revenue and Taxation Code, with respect to such work and labor, then the surety or sureties herein will pay such amounts in an amount not to exceed the sum specified in this bond, otherwise the above obligation shall be void. In case suit is brought upon this bond, the surety will pay a reasonable attorney's fees to be fixed by the court.

This bond shall inure to the benefit of any of the persons named in California Civil Code Section 3181 as to give a right of action to such persons or their assigns in any suit brought upon this bond.

Notwithstanding the number of claimants on this bond or any underlying law to the contrary, the Sureties shall not be liable under this bond for an amount greater than the aggregate penal sum designated above.

The said Surety agrees that no change, extension of time, alterations, additions, omissions or other modifications of the terms of the Contract Documents, or in the work to be performed with respect to the Project, or in the specifications or plans, or by any change or modification of any terms of payment or extension of the time for any payment pertaining or relating to the Contract Documents, or by any recession or attempted recession of the Contract Documents, or this Bond, or by any conditions precedent or subsequent in this Bond attempting to limit the right of recover of claimants otherwise entitled to recover under this Bond, or any fraud practiced by any person other than the claimant seeking to recover on this Bond, shall in any wise affect its obligations on this Bond, and it does hereby waive notice of any such changes, extensions of time, alterations, additions, omissions or other modifications.

When this Bond had been furnished to comply with a statutory or other legal requirement in the location where the construction is to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted here from and provisions conforming to such statutory or other legal requirement shall deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not a common law bond.

IN WITNESS WHEREOF, the above bounded parties have executed this instrument under their several seals this _____ day of _____, 20____, the names and corporate seals of the corporate parties being hereto affixed and those presents duly signed by their undersigned representatives, pursuant to authority of their governing bodies.

WITNESS:

PRINCIPAL (DEVELOPER)

or secretary attest

By: _____

Name:

Title:

Address:

SURETY:

or secretary attest

By: _____

Name:

Title:

Address:

SAMPLE