



take center stage

**Request for Qualifications (RFQ)  
*for the*  
DESIGN-BUILD of the  
Clubhouse at  
The Lights at Indio Golf Course**

**Date of Issuance: Friday, July 21, 2023  
RESPONSES MUST BE RECEIVED NO LATER THAN  
3:00 pm, Friday, September 8, 2023**

City of Indio, California  
100 Civic Center Mall  
Indio, CA 92001  
[indio.org](http://indio.org)

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## SECTION I GENERAL INFORMATION

### **Introduction**

The City of Indio is extending an invitation to qualified firms or individuals to submit proposals for the Design Build of the Clubhouse at The Lights at Indio Golf Course, as outlined in this Request for Qualifications document (RFQ). The project budget encompasses all necessary components for a fully functional and operational facility, including design, engineering, geotechnical work, administration, bonding, insurance, fees, permits, construction, contingency, and furniture fixtures and equipment. The total design-build fee for all services should **not exceed \$4,500,000**.

Design-Build teams must provide comprehensive submittals that include site plans, potential floor plans, elevations, sections, material descriptions, team qualifications, work plan, schedule, and other relevant details (refer to Section V - Proposal Submission Requirements). Proposals must be submitted no later than **3:00 p.m. PDST on Friday, September 8, 2023**.

The selection of the design-build team will be based on the City's assessment of "best value" through the RFQ process. Best value is determined by considering objectives related to the design-build team's qualifications and experience, price, features, function, and life-cycle costs.

### **Background**

The City of Indio, a general law city situated in eastern Riverside County, is a vibrant community comprising nearly 100,000 residents. Established in 1930, it holds the distinction of being the oldest and largest city in the Coachella Valley.

The proposed project site is situated within the City of Indio's municipal golf course known as The Lights at Indio Golf Course (referred to as "The Lights"), located at 83040 Avenue 42 in Indio, CA. Notably, The Lights is recognized as one of the longest par 3 golf courses nationwide, offering 18 holes spanning from 110 to 240 yards. Occupying approximately 46 acres, The Lights provides a unique golfing experience. For more information, please visit the website at <https://www.indiogolf.com/course/>.

**The objective of the project is to replace the existing Clubhouse with a new facility, occupying approximately 4,500 square feet.**

The City assumes the role of the lead agency responsible for overseeing the development of the new golf course Clubhouse. As part of this process, the City has opted to employ the design-build approach for the design and construction phases. It is important to note

that California law grants the design-build authority, subject to specific requirements outlined in the California Public Contract Code.

## **SECTION II SCOPE OF WORK**

The City of Indio is inviting qualified design-build teams to participate in the competitive process for the comprehensive design and construction of an approximately 4,500-square-foot golf clubhouse. This RFQ aims to identify teams capable of delivering a modern and visually appealing clubhouse, surpassing the finishes of the current facility. The clubhouse should include an outdoor patio, a small post office space, a banquet room, retail space, a snack bar, and two offices, all providing a diverse range of amenities for the golfing community. A covered/underground cart storage is also desired.

Required Components for 4,500-Square-Foot Golf Course Clubhouse (The square footage below are rough approximations):

1. Two Offices: Approximately 200 square feet (100 square feet per office)
2. Banquet Room: Approximately 1,800 square feet
3. Small Post Office: Approximately 200 square feet
4. Pro Shop: Approximately 800 square feet
5. Snack Bar: Approximately 600 square feet
6. Small Kitchen: Approximately 500 square feet

Total: 4,100 square feet

The selected design-build team will be responsible for integrating sustainable strategies and features into the clubhouse design. These measures should aim to minimize energy consumption, conserve resources, reduce adverse environmental impacts, and enhance occupant productivity, health, and comfort. The team should adopt a whole building, life-cycle approach to improve the overall cost-effectiveness of the project.

Effective coordination with the Deputy City Manager or his designees is crucial throughout the project. Frequent update meetings will be required to ensure alignment and timely progress. The City may engage the services of a construction project manager, at its expense, to ensure compliance with specified requirements.

Upon selection, a formal agreement will be executed between the City and the chosen design-build team, outlining the complete project requirements and expectations. The agreement will include a guaranteed maximum price, not to exceed \$4,500,000. The design-build team must obtain adequate bonding to cover non-design services and errors and omissions insurance coverage to protect against design and architectural errors.

All subcontractors engaged by the design-build team will be afforded the protections mandated by State law. The project is subject to prevailing wage laws, and compliance monitoring and enforcement by the California Department of Industrial Relations. The selected design-build team must maintain all records in accordance with legal requirements and cooperate fully with the City's labor compliance monitoring consultant. It is expected that the selected design-build team will make reasonable efforts to hire from the local labor force in the east Riverside County area. Subcontracting opportunities should be publicly advertised, with a fixed date and time set for the awarding of subcontracted work.

The design-build team should familiarize themselves with all applicable laws and regulations to ensure compliance and a successful outcome for the project.

With regard to soliciting subcontractors, the design-build entity will: 1) Provide public notice of the availability of work to be subcontracted, and 2) Provide a fixed date and time on which the subcontracted work will be awarded.

### **SECTION III PRE-QUALIFICATION PROCEDURE**

In accordance with the California Public Contract Code, a pre-qualification procedure is mandated as part of the request for proposal process. To comply with this requirement, please refer to **Exhibit D**, which includes a questionnaire that must be completed and submitted along with your proposal. The pre-qualification questionnaire holds significant importance, as it will be reviewed as the initial step in the proposal evaluation process. Any design-build firm that is not deemed "pre-qualified" by the City will be excluded from further consideration.

To streamline the evaluation process and ensure efficiency, design-build teams are strongly advised to assess their eligibility based on the pre-qualification questionnaire. **If it is anticipated that the responses to the questionnaire may potentially disqualify the team from progressing further, it is recommended that they exercise discretion and refrain from submitting a proposal.** This approach will help prevent unnecessary effort and resources from being expended on proposals that may not meet the pre-qualification criteria.

**SECTION IV  
RFQ SCHEDULE**

All responses to this RFQ should be submitted to Indio City Hall in accordance with the instructions provided in Section V. The deadline for submission is **3:00 p.m. PDST on Friday, September 8, 2023**. It is crucial to note that any responses received after this specified date and time will not be considered.

Participation in the pre-submission meeting and tour is highly recommended. This informative session will be held on **Wednesday, August 9, 2023, at 2:00 p.m. PDST**, at The Lights at Indio GC, situated at 83040 Ave 42, Indio, CA 92203. Attendance at this meeting will provide valuable insights and a better understanding of the project.

The City proposes an aggressive schedule for the review and selection process as outlined below. The schedule may be modified and extended if the need arises.

- Release of RFQ July 21, 2023
- Pre-submission Meeting August 9, 2023 (2:00 p.m. PDST)
- **Proposal Due Date** **September 8, 2023 (3:00 p.m. PDST)**
- Review of Submittals September 11-15, 2023
- Interviews and Scoring of Submittals September 18-22, 2023 (5:00 p.m. PDST)
- Design-Build Agreement presented to the City Council for approval October 4, 2023

The proposals submitted will be assessed by a review team, who will evaluate and score them. Based on the scores, the three or four highest-ranking respondents will be identified and presented to the City Council during a duly noticed public meeting, tentatively scheduled for October 4, 2023. During this meeting, presentations and interviews will be conducted with these finalists, and the City Council will make the final selection.

The City Council holds the authority to determine which design-build team will be awarded the project. The award action will specify the first, second, and third-ranked design-build teams in sequential order. Following the award, contract negotiations will commence with the highest-ranked design-build team. If negotiations with the highest-ranked team are not successful within a reasonable timeframe, the City may initiate negotiations with the second-ranked firm. It is expected that a formal agreement will be presented to the City Council for their review and consideration in October.

**SECTION V**  
**PROPOSAL FORM AND CONTENT**

In order to facilitate a streamlined and consistent evaluation process, it is necessary for all submittals to adhere to the format outlined in this section. Respondents are encouraged to provide concise and well-organized responses to the RFQ. The City of Indio retains the right to include or exclude specific portions of the submittals in the final agreement with the selected design-build team.

Please submit five (5) bound copies of the submittal along with a copy of the submittal on a USB flash drive in PDF format. Each submittal should consist of no more than twenty (20) single-sided pages measuring 8½" x 11" (excluding dividers, site plan, floor plan, elevations, and relevant appendices). All pages must be numbered accordingly. Any drawings included in the submittal should not exceed the size of 11" x 17".

Submittals shall be placed in a clearly marked envelope and delivered or mailed to:

**RFQ for Golf Course Clubhouse**  
***Attn: Deputy City Manager***  
**INDIO CITY HALL**  
**100 Civic Center Mall**  
**Indio, CA 92201**

Submittals must include the following components in the order listed below:

<b>Part 1:</b>	<i>Cover Letter/Executive Summary</i>	<b>5 points</b>
<b>Part 2:</b>	<i>Prequalification Questionnaire</i>	<b>0 points</b>
<b>Part 3:</b>	<i>Experience and Qualifications</i>	<b>20 points</b>
<b>Part 4:</b>	<i>Commitment to Project Budget</i>	<b>10 points</b>
<b>Part 5:</b>	<i>Concept Plan and Technical Design</i>	<b>10 points</b>
<b>Part 6:</b>	<i>Delivery Schedule, Phasing and Timeline</i>	<b>10 points</b>
<b>Part 7:</b>	<i>Sustainable Strategies and Life-Cycle Costing</i>	<b>10 points</b>
<b>Part 8:</b>	<i>Skilled Labor Force Availability</i>	<b>10 points</b>
<b>Part 9:</b>	<i>Safety Record</i>	<b>10 points</b>
<b>Part 10:</b>	<i>Reference Review</i>	<b>15 points</b>

**TOTAL POSSIBLE: 100 points**

**Part 1: Cover Letter /Executive Summary (5 points)**

The Cover Letter and Executive Summary should be limited to a maximum of three (3) pages, and should include the following information:

1. Names of key members within the design-build team.
2. Mailing address, telephone number, and the name of the main point of contact for the design-build team.
3. A concise overview of the design-build team's experience and qualifications, highlighting the significant advantages of selecting the team.
4. Identification of the representative(s) who attended the pre-submission meeting, including their name and title.
5. Acknowledgment of receipt of any addendums to the RFQ document that may have been issued by the City.

Please ensure that the Cover Letter and Executive Summary are presented within the specified page limit and address each of the mentioned points in a clear and organized manner.

**Part 2: Prequalification Questionnaire 0 points**

Please ensure that a fully completed Questionnaire, following the format provided in Exhibit D of this RFQ document, is included in your submittal. It is important to note that failure to submit a completed Questionnaire will result in disqualification of the design-build team from further consideration. Although the Questionnaire responses will not be scored, it is essential that the design-build team meets the qualifications outlined in the Questionnaire. Any team that is not deemed "qualified" based on the responses provided, at the discretion of the review team, will not be considered for the award. Please carefully review the Questionnaire and provide thorough and accurate responses to ensure your eligibility for the selection process.

**Part 3: Experience and Qualifications 20 points**

Please provide comprehensive information regarding the experience and qualifications of the design-build team members, accompanied by an organizational chart that illustrates the structure of the Design-Build Team and highlights all key personnel assigned to this project. Along with the organizational chart, please submit concise resumes that showcase the training, experience, and qualifications of the key personnel who will be involved in this project. Key personnel include, but are not limited to, the following roles: Project Architects (Principal and Project Manager), Construction Project Executive, Construction Project Manager, and Construction Field Superintendent. The resumes should effectively demonstrate the expertise and capabilities of the key personnel and their relevance to the successful execution of this project.



Design-build teams should further document expertise by including the information regarding the following:

1. Demonstrated expertise in construction and architecture, with a specific focus on projects within the \$4.5 million range.
2. Proven track record in successfully delivering design-build projects, showcasing the ability to work seamlessly as a unified team on similar endeavors in the past.
3. Extensive experience in designing and constructing golf clubhouses, highlighting a deep understanding of the unique requirements and considerations involved in such projects.
4. Comprehensive knowledge of golf clubhouse operations, activities, and maintenance, indicating a firm grasp of the functional and operational aspects associated with these facilities.
5. Proven experience in completing previous projects involving "Essential Services" facilities, showcasing the ability to address critical infrastructure needs effectively.
6. Well-established construction experience in east Riverside County, particularly within the City of Indio, demonstrating familiarity with local conditions, regulations, and community dynamics.
7. Proficiency in designing and constructing facilities using LEED and other sustainable strategies, emphasizing a commitment to environmentally conscious practices and sustainable design principles.
8. Expertise in utilizing Life-Cycle Cost and Value Engineering methodologies, showcasing a systematic approach to assessing the long-term costs and benefits associated with the project.
9. Any additional information that provides valuable insights into the design-build team's capacity to efficiently and effectively complete the project, enabling the Review Team to gain a comprehensive understanding of the team's capabilities.

**Part 4: *Commitment to Project Budget* 10 points**

The project budget encompasses all aspects of the development, including design, engineering, geotechnical studies, administration, bonding, insurance, fees, permits, construction, contingency, apparatus bay ventilation, basic furniture-fixtures, and equipment (excluding fire-fighting vehicles/apparatus), essential for the establishment of a fully functional and operational facility. The design-build fee for all services is capped at **\$4,500,000**.

Each design-build team submitting a proposal must acknowledge its capability to successfully execute the project within the specified budget. While price is not the primary consideration, respondents should clearly articulate in this section the methodologies and procedures they will employ to ensure the project remains within budget, while delivering the highest value and quality outcomes for the City. In particular, elaborate on the team's

proposed approach to securing competitive pricing from subcontractors and technical consultants, thereby optimizing the overall value within the allocated budget.

The City has conducted a *preliminary* estimate of fees, utility and sewer connections, and furniture, fixtures and equipment that must be a part of this budget. Where possible, City fees for the project will be waived.

IID Fees (Power)	\$10,000
So Cal Gas Fees	\$5,000
Health Department Fees (Assuming there is a kitchen)	\$5,000
SWPPP/PM-10 Fees	\$1,500
Sewer Connection and Impact Fees	\$18,000
FF&E Estimate	<u>\$53,000</u>
<b>Total</b>	<b>\$92,500</b>

**Part 5: Concept Plan and Technical Design 10 points**

Each respondent is expected to showcase their ability to design a facility of exceptional quality, functionality, and aesthetic appeal while adhering to the allocated budget. While a comprehensive design is not required at this stage of the submission, this section should include a written explanation and visual representation(s) that provide a general overview and encompass the following information:

**1. SITE PLAN AND DESIGN**

- a. **Functional Spaces:** Outline the spatial arrangement of the facility, emphasizing the effective utilization of functional workspaces, appropriate finishes, furnishings, lighting, and other pertinent architectural considerations.
- b. **Site Circulation:** Describe circulation for people and parking.
- c. **Support Areas:** Discuss access and clearance, delivery location, and other support area functions.
- d. **Landscaping Concept:** Generally describe features and plant/vegetation selection.

**2. BUILDING DESIGN**

- a. **Building Concept:** Discuss the proposed architectural concept; describe massing, special features, materials, overall architectural design and appearance, and contextual relationship to the site.
- b. **Building Enclosure:** Describe the proposed systems and finish materials for the exterior.
- c. **Interior Public Spaces:** Generally describe entry, general office, postal office, retail area, and staff area.
- d. **Unique Golf Clubhouse Features:** Examine the distinctive golf clubhouse features designated for various areas both on-site and within the facility.

**3. GRAPHIC REPRESENTATIONS**

Include visual representations illustrating the different elements of your site conceptual building design. Limit paper-based graphics to 11" x 17" in size and include them in your submittal. While larger displays and computer-aided presentations may be allowed during presentations or interviews, they are not required for the RFQ submission.

**Part 6: *Delivery Schedule, Phasing, and Timeline* 10 points**

In this section, outline the proposed steps of the design-build process. Clearly define the delivery schedule, phasing, and timeline for each project component. Use specific dates based on the assumption of an award to this RFQ in September and an approved agreement in September. **Emphasize the importance of completing the project as soon as possible, as it will be considered in the scoring of this section.**

In your proposed phasing, highlight the specific decision points that will involve the City. Additionally, demonstrate your ability to provide a guaranteed timeline for the project. You may include examples of phasing and timelines from similar projects to showcase your capacity to organize the workflow and successfully complete the project within the designated timeframe.

**Part 7: *Sustainable Strategies and Life-Cycle Costing* 10 points**

The selected design-build team will be responsible for developing energy-efficient design options and alternatives for the building, site, and systems. The team should prioritize maximizing energy efficiency throughout the facility by addressing various aspects such as building design, shading, daylighting, site design, insulation, glazing, orientation, and incorporating LEED-related components.

In a descriptive manner, outline the team's capability and commitment to integrating sustainable strategies and features into the design. Emphasize the team's intention to minimize energy consumption, conserve resources, mitigate environmental impact, and enhance occupant productivity, health, and comfort. Utilize examples from previous projects to illustrate your approach.

Additionally, in accordance with the design-build legislation outlined in the California Public Contract Code, include a preliminary life-cycle cost analysis spanning over 15 years or more as part of your submission.

**Part 8: *Skilled Labor Force Availability* 10 points**

Additionally, in compliance with the design-build legislation, each respondent must provide an affirmation of their reasonable and effective access to skilled labor for the project. It is essential to clearly articulate the team's ability and experience in securing skilled labor, including any existing or planned agreements with a registered apprenticeship program approved by the California Apprenticeship Council.

The selected design-build team will be strongly encouraged to prioritize local hires as part of their efforts to access skilled labor. For this project, "local labor" refers to skilled workers residing in eastern Riverside County. The successful design-build team must fully commit to complying with all the terms and conditions of the labor compliance

provisions outlined in the California Labor Code.

**Part 9: *Safety Record* 10 points**

As per the design-build legislation, each respondent must demonstrate an "acceptable" safety record. An acceptable safety record is defined as follows: the prime contractor should have an experience modification rate for the most recent three-year period that averages 1.00 or less. The average total recordable injury/illness rate and average lost work rate for the same three-year period should not exceed the applicable statistical standards for the business category. Alternatively, if the bidder is part of an alternative dispute resolution system as specified in Section 3201.5 of the Labor Code, their safety record will also be considered acceptable.

Please provide the following information for the most recent three-year period:

1. The team's experience modification rate.
2. The average total recordable injury/illness rate.
3. The average lost work rate.

Additionally, briefly describe the team's Injury & Illness Protection Plan (IIPP) and indicate if it has received approval from OSHA (Occupational Safety and Health Administration).

**Part 10: *Reference Review* 15 points**

The review team will conduct a background reference review of each respondent. Please provide the following information for the three projects, if applicable, that the design-build team (prime contractor and architect) has collaborated on:

For each project reference, include:

1. Project Name
2. Project Type (design-build or traditional design-bid)
3. Project Location
4. Owner/Client Name, Title, and Contact Information (phone and email)
5. Project Budget
6. Project Completion Date

Additionally, provide three references for both the prime contractor and architect members of the design-build team. These references should be for projects that are similar in nature to the fire station project or demonstrate the capacity to successfully complete this project.

**Include in your submittal a completed Authority to Release information Indemnification and Waiver found in Exhibit E for BOTH the prime contractor and architect members of the team.**

## **SECTION VI GENERAL INFORMATION**

**1. Addenda Interpretations**

In the event that any portion of this RFQ needs to be modified, an official written addendum will be issued to all firms that have requested or received a copy of this RFQ. Please note that the City of Indio is not obligated by any verbal representations, clarifications, or changes made to the written specifications by the City or its representatives. Only the written addendum provided by the Deputy City Manager of the City of Indio will be considered official and binding.

**2. Designated Contact**

For inquiries related to the scope of work and the selection process outlined in this RFQ, please direct all questions to Scott Trujillo, Deputy City Manager of Indio. Mr. Trujillo can be contacted via email at [strujillo@indio.org](mailto:strujillo@indio.org). Please note that **ALL** questions and responses regarding this RFQ must be submitted in writing through email.

**3. Public Records**

This RFQ document and all submittals in response thereto are public records. You are cautioned to not put any material into the proposal that is strictly proprietary in nature.

**4. Proposal Costs**

All costs associated with the preparation of RFQ submittals shall be borne by the respondent, not the City of Indio.

**5. Equal Opportunity**

The City of Indio mandates that all proposers adhere to equal opportunity policies. The City of Indio ensures that its programs, services, employment opportunities, volunteer positions, and contracts are accessible to all individuals, regardless of race, religion, color, national origin, sex, age, marital status, handicap, or political affiliation.

**6. Form of Contract**

The selected design-build team and the City will enter into an agreement, which may encompass the terms of the RFQ and any submitted documents. The City expects the contract to be established with the "prime" contractor within the design-build team, indicating that the City intends to enter into an agreement with a single party, typically the prime contractor.

The City retains the right to review any subcontracts executed by the contractor and/or the design-build team; however, the City holds no legal or financial responsibility for these subcontracts. Any agreements made by the City are contingent upon approval by the Indio City Council.

7. **Independent Contractor**

The selected design-build team and all other sub-consultants and subcontractors are deemed to be independent contractors for all purposes and no agency, either expressed or implied, exists.

8. **Labor Compliance Program**

A labor compliance program, containing the requirements outlined in Section 1771.5 of the Labor Code, will be enforced by agreement with the selected design-build team.

9. **Reservation of Rights**

The City reserves the right, for any reason, to accept or reject any one or more proposals; to negotiate the terms and specifications for the facility; to modify any part of the RFQ; or to issue a new RFQ.

**We thank you again for your interest in Indio and this  
very important community project!**

**City of Indio, California  
100 Civic Center  
Indio, CA 92201  
[strujillo@indio.org](mailto:strujillo@indio.org)**

# EXHIBIT A

## Conceptual Example



EAST ELEVATION PERSPECTIVE



SOUTHEAST ELEVATION PERSPECTIVE



SOUTH ELEVATION PERSPECTIVE



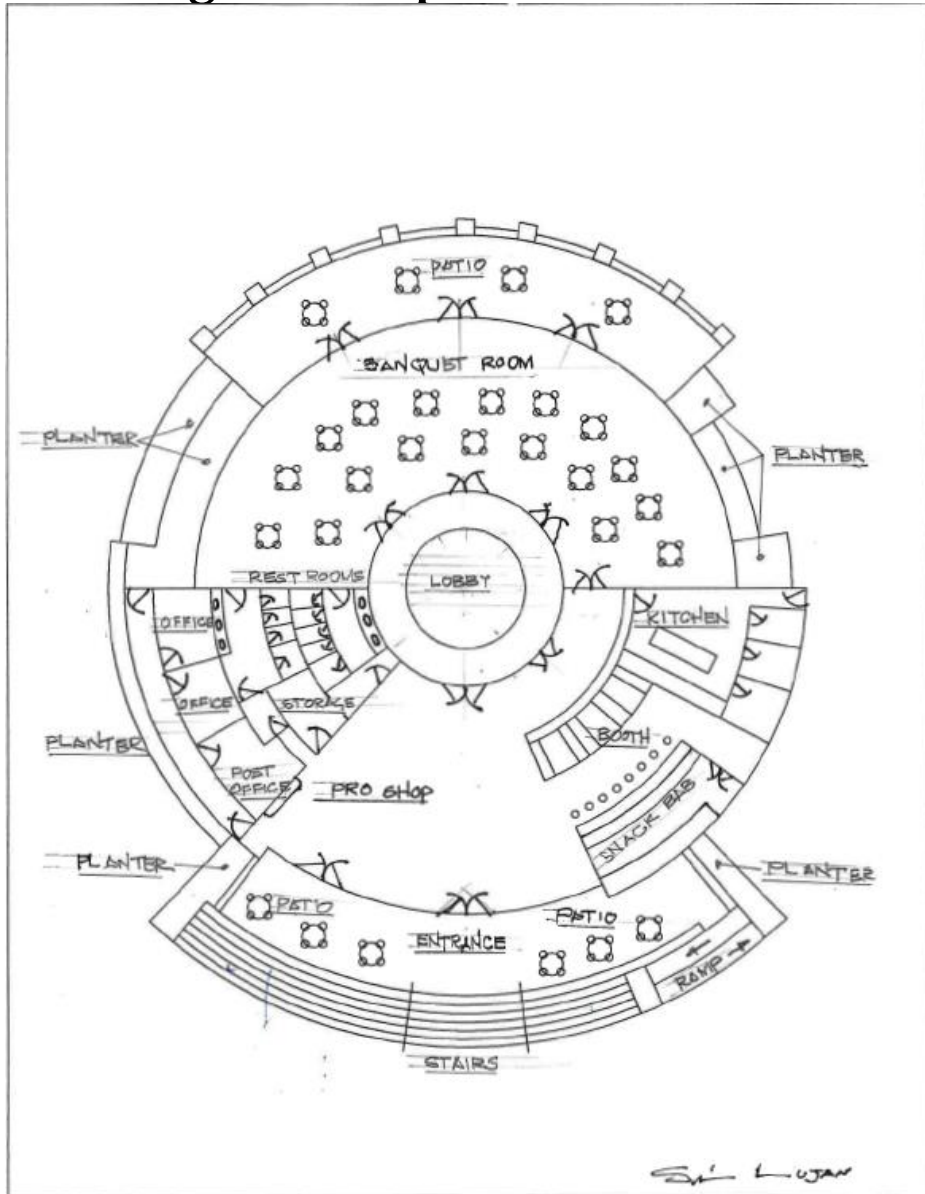
# EXHIBIT B

## Site Location Options



## EXHIBIT C

### Rough Conceptual Floor Plan



**\*\*Disclaimer\*\*** The rough conceptual floor plan presented herein is solely intended to provide the design-build teams with a general direction and understanding of the project's requirements. The City of Indio does not anticipate, nor desire, the exact replication of this floor plan during the design and construction process. Instead, the City encourages design-build teams to exercise their creativity and expertise to develop innovative and customized solutions that meet the project's objectives while incorporating their unique design elements.

**EXHIBIT D**  
**PREQUALIFICATION QUESTIONNAIRE**

1. Name(s) of Design-Build Entity: \_\_\_\_\_

2. Which of the following best describes this entity?

Partnership     Limited partnership     Other Association \_\_\_\_\_

3. Please list the names of all of the partners, general partners, or association members known at the time of bid submission who will participate in the design-build contract:

<u>Name</u>	<u>Title</u>	<u>Company</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

4. List at least three design-build projects that the partners or association members have participated in that demonstrate the design-build entity has the experience, competency, capability, and capacity to complete projects of similar size, scope, or complexity.

- 1)
  
- 2)
  
- 3)

1. Does the design-build entity have the capacity to complete the project?  
Yes No

2. Provide the licenses and license numbers of each key member of the design-build team.

Name License(s) License Number(s)

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Are all of these licenses valid and current? Yes No

Explain, if no:

7. Does the design-build entity have the capacity to obtain all required payment and performance bonding, liability insurance, and errors and omissions insurance for this project? Yes No

8. Has there been any prior serious or willful violation of the California Occupational Safety and Health Act of 1973, contained in Part 1 (commencing with Section 6300) of Division 5 of the Labor Code or the federal Occupational Safety and Health Act of 1970 (Public Law 91-596) settled against any member of the design-build entity?

Yes No Explain, if yes:

9. Has any member of the design-build entity been disbarred, disqualified or removed from a federal, state, or local government public works project?

Yes No

10. Is there any instance where the design-build entity, its owners, officers, or managing employees defaulted on a construction contract? Yes No

11. Has any member of the design-build entity violations of the Contractors' State License Law (Chapter 9 (commencing with Section 7000) of Division 3 of the Business and Professions Code), excluding alleged violations of federal or state law including the payment of wages, benefits, apprenticeship requirements, or personal income tax withholding, or of Federal Insurance Contribution Act (FICA) withholding requirements settled against any member of the design-build entity?

Yes No

12. Has any member of the design-build entity been subject to bankruptcy or receivership, including information concerning any work completed by a surety?

Yes No Explain, if yes:

13. Please attach an explanation concerning any and all settled adverse claims, disputes, or lawsuits between the owner of a public works project and any member of the design-build entity during the preceding five (5) years preceding, in which the claim, settlement, or judgment exceeds fifty thousand dollars (\$50,000). Information must also be provided concerning any work completed by a surety during this period.

14. Please attach a statement specifying that all partners or association members agree to be fully liable for the performance under the design-build contract.

~~~ OATH VERIFYING INFORMATION PROVIDED HEREIN ~~~

I \_\_\_\_\_ declare under penalty of perjury and the laws of the State of California that the foregoing is true and correct. Executed this \_\_\_\_\_ day of \_\_\_\_\_, at \_\_\_\_\_, California.

Signature: \_\_\_\_\_

**EXHIBIT E**  
**AUTHORITY TO RELEASE INFORMATION**  
**INDEMNIFICATION AND WAIVER**

I, \_\_\_\_\_ (name, title and company) hereby direct and authorize you, your organization, and/or persons in your employ to release any and all information which you may have concerning me and/or my company, This information may be of confidential nature, including, but not limited to, information that is privileged in nature, or derogatory in nature, any data or materials which have been sealed or agreed to be withheld pursuant to any prior agreement or court proceeding.

I understand that I will not receive and am not entitled to know the contents of confidential verbal or written reports received, including any and all information obtained during the background review and I further understand that these reports are privileged.

I hereby release, discharge, and exonerate you, your agents, employees and representatives, and any person furnishing Information from any and all liability or damages for furnishing and inspection of such documents, records, and other intonation, and this release shall be binding on my legal representatives, heirs, and assigns.

This release will expire in one year after the day signed.

Signed: \_\_\_\_\_ Date: \_\_\_\_\_

Print Name: \_\_\_\_\_