

**ORANGE COUNTY EMPLOYEES RETIREMENT SYSTEM
2223 E. WELLINGTON AVENUE, SUITE 100
SANTA ANA, CALIFORNIA 92701**

**BUILDING COMMITTEE MEETING
Tuesday, August 1, 2023
9:30 a.m.**

MEMBERS OF THE COMMITTEE

Wayne Lindholm, Chair
Chris Prevatt, Vice Chair
Arthur Hidalgo
Jeremy Vallone

Members of the public who wish to observe and/or participate in the meeting may do so (1) from the OCERS Boardroom or (2) via the Zoom app or telephone (information below) from any location.

OCERS Zoom Video/Teleconference Information	
Join Using the Zoom App (Video & Audio) https://ocers.zoom.us/j/89310956417 Meeting ID: 893 1095 6417 Passcode: 062790 Go to https://www.zoom.us/download to download Zoom app before meeting. Go to https://zoom.us to connect online using any browser.	Join by Telephone (Audio Only) Dial by your location +1 669 900 6833 US (San Jose) +1 253 215 8782 US (Tacoma) +1 346 248 7799 US (Houston) +1 929 436 2866 US (New York) +1 301 715 8592 US (Washington DC) +1 312 626 6799 US (Chicago) Meeting ID: 893 1095 6417 Passcode: 062790

AGENDA

This agenda contains a brief general description of each item to be considered. The Committee may take action on any item listed on this Agenda; however, except as otherwise provided by law, no action shall be taken on any item not appearing on the Agenda. The Committee may consider matters included on the agenda in any order, and not necessarily in the order listed.

OPEN SESSION

1. CALL MEETING TO ORDER AND ROLL CALL
2. BOARD MEMBER STATEMENT REGARDING PARTICIPATION VIA ZOOM (IF NECESSARY)
(Government Code section 54953(f))
3. PUBLIC COMMENTS

Members of the public who wish to provide comment during the meeting may do so by “raising your hand” in the Zoom app, or if joining by telephone, by pressing * 9 on your telephone keypad. Members of the public who participate in the meeting from the OCERS Boardroom and who wish to provide comment during the

meeting may do so from the podium located in the OCERS Boardroom. When addressing the Committee, please state your name for the record prior to providing your comments. Speakers will be limited to three (3) minutes.

At this time, members of the public may comment on (1) matters not included on the agenda, provided that the matter is within the subject matter jurisdiction of the Committee; and (2) any matter appearing on the Consent Agenda.

In addition, public comment on matters listed on this agenda will be taken at the time the item is addressed.

CONSENT AGENDA

All matters on the Consent Agenda are to be approved by one action unless a Committee member requests separate action on a specific item.

C-1 BUILDING COMMITTEE MEETING MINUTES

Building Committee Meeting Minutes

January 31, 2023

Recommendation: Approve minutes.

ACTION ITEMS

A-1 INDIVIDUAL ACTION ON ANY ITEM TRAILED FROM THE CONSENT AGENDA

A-2 OCERS HEADQUARTERS PROJECT OWNER'S REPRESENTATIVE/PROGRAM MANAGER PROPOSALS REVIEW AND SELECTION

Recommendation:

1. Select one of the two finalist firms to serve as Owners' Representative/Program Manager for OCERS Headquarters project based on the firm's presentation, responsiveness to the Building Committee's interview questions and the written proposal submitted.
2. Direct Staff to negotiate terms of an agreement with the selected firm.
3. Recommend to the Board of Retirement to award a contract with the selected firm and amend the 2023 Administrative Budget (amount to be determined after negotiations) for the scope of services as outlined in OCERS Owner's Representative/Program Manager Services for OCERS New Headquarters Project RFP, subject to satisfactory negotiation of terms.

INFORMATION ITEMS

Each of the following informational items will be presented to the Committee for discussion.

Presentations

NONE

WRITTEN REPORTS

The following are written reports that will not be discussed unless a member of the Committee requests discussion.

NONE

COMMITTEE MEMBER COMMENTS

CHIEF EXECUTIVE OFFICER/STAFF COMMENTS

COUNSEL COMMENTS

ADJOURNMENT

NOTICE OF NEXT MEETINGS

DISABILITY COMMITTEE MEETING

August 21, 2023

8:30 A.M.

**ORANGE COUNTY EMPLOYEES RETIREMENT SYSTEM
2223 E. WELLINGTON AVENUE, SUITE 100, SANTA ANA, CA 92701**

REGULAR BOARD MEETING

August 21, 2023

9:30 A.M.

**ORANGE COUNTY EMPLOYEES RETIREMENT SYSTEM
2223 E. WELLINGTON AVENUE, SUITE 100, SANTA ANA, CA 92701**

AVAILABILITY OF AGENDA MATERIALS - Documents and other materials that are non-exempt public records distributed to all or a majority of the members of the OCERS Board or Committee of the Board in connection with a matter subject to discussion or consideration at an open meeting of the Board or Committee of the Board are available at the OCERS' website: <https://www.ocers.org/board-committee-meetings>. If such materials are distributed to members of the Board or Committee of the Board less than 72 hours prior to the meeting, they will be made available on the OCERS' website at the same time as they are distributed to the Board or Committee members. Non-exempt materials distributed during an open meeting of the Board or Committee of the Board will be made available on the OCERS' website as soon as practicable and will be available promptly upon request.

It is OCERS' intention to comply with the Americans with Disabilities Act ("ADA") in all respects. If, as an attendee or participant at this meeting, you will need any special assistance beyond that normally provided, OCERS will attempt to accommodate your needs in a reasonable manner. Please contact OCERS via email at adminsupport@ocers.org or call 714-558-6200 as soon as possible prior to the meeting to tell us about your needs and to determine if accommodation is feasible. We would appreciate at least 48 hours' notice, if possible. Please also advise us if you plan to attend meetings on a regular basis.

**ORANGE COUNTY EMPLOYEES RETIREMENT SYSTEM
BOARD OF RETIREMENT
2223 E. WELLINGTON AVENUE, SUITE 100
SANTA ANA, CALIFORNIA**

**BUILDING COMMITTEE MEETING
Tuesday, January 31, 2023
12:00 p.m.**

MEETING LOCATIONS

**THE CITY OF LAGUNA NIGUEL CITY HALL
30111 CROWN VALLEY PARKWAY, LAGUNA NIGUEL, CA 92677**

**THE CITY OF NEWPORT BEACH CIVIC CENTER
100 CIVIC CENTER DRIVE, NEWPORT BEACH, CA 92660**

**OCERS HEADQUARTERS
2223 E. WELLINGTON AVENUE, SUITE 100, SANTA ANA, CA 92701**

MEMBERS OF THE COMMITTEE

Wayne Lindholm, Chair
Chris Prevatt, Vice Chair
Arthur Hidalgo
Jeremy Vallone

MINUTES

Chair Lindholm called the meeting to order at 12:00 p.m.

Attendance was as follows:

Present: Wayne Lindholm, Chair; Chris Prevatt, Vice Chair; Arthur Hidalgo, Jeremy Vallone

Also

Present: Steve Delaney, Chief Executive Officer; Brenda Shott, Assistant CEO, Internal Operations; Fong Tse, Sr. Manager of Facilities and OSS

AGENDA

- 1. TOUR AND DISCUSSION – 12:00 p.m.
CITY OF LAGUNA NIGUEL CITY HALL
30111 CROWN VALLEY PARKWAY, LAGUNA NIGUEL, CA 92677**

Mayor Sandy Rains escorted the Committee members and Staff through the facilities including the Council Chambers, the Community Room, and City Hill.

Orange County Employees Retirement System
January 31, 2023
Building Committee Meeting – Minutes

Page 2

2. TOUR AND DISCUSSION – 1:30 p.m.
CITY OF NEWPORT BEACH CIVIC CENTER
100 CIVIC CENTER DRIVE, NEWPORT BEACH, CA 92660

Mr. Fong Tse escorted the Committee members and Staff on a tour through City Hall and the Council Chambers.

3. RETURNED TO OCERS HEADQUARTERS – 3:00 p.m.
2223 E. WELLINGTON AVENUE, SUITE 100, SANTA ANA, CALIFORNIA 92701

The meeting reconvened at 3:08 p.m.

Recording Secretary administered the Roll Call attendance.

Attendance was as follows:

Present: Wayne Lindholm, Chair; Chris Prevatt, Vice Chair; Arthur Hidalgo, Jeremy Vallone

Also

Present: Steve Delaney, Chief Executive Officer; Brenda Shott, Assistant CEO, Internal Operations; Gina Ratto; General Counsel; Fong Tse, Sr. Manager of Facilities and OSS; Jenny Sadoski, Director of IT; Javier Lara, IT Operations Supervisor; Jim Dozie, Contracts Administrator; Marielle Horst, Recording Secretary

CONSENT AGENDA

MOTION by Prevatt, **seconded** by Vallone, to approve staff's recommendation on the following items on the Consent Agenda:

C-1 COMMITTEE MEETING MINUTES:

Building Committee Meeting Minutes

November 29, 2022

Recommendation: Approve minutes.

The motion passed **unanimously**.

ACTION ITEMS

A-2 PROCUREMENT PROCESS FOR OWNER'S REPRESENTATIVE/PROGRAM MANAGER FOR OCERS HEADQUARTER PROJECT

Recommendation: Authorize Staff to issue a Request for Qualifications for the Owner's Representative/Program Manager

Orange County Employees Retirement System
January 31, 2023
Building Committee Meeting – Minutes

Page 3

After discussion, a **MOTION** by Hidalgo, **seconded** by Prevatt, to approve staff’s recommendation. The motion passed **unanimously**.

INFORMATION ITEMS

I-1 PRELIMINARY DRAFT SCHEDULE FOR THE HEADQUARTERS PROJECT

Presentation by Fong Tse, OCERS’ Senior Manager of Facilities and Operations Support Services

Mr. Tse reviewed the proposed timeline for the OCERS Headquarters project with the Committee. After discussion, Mr. Lindholm suggested asking the prospective Program Managers to comment on the timeline in their response to the Request for Proposal. The Committee Members would like to see an expedited timeline. Ms. Shott confirmed staff is currently working on the RFP and will post the RFQ expeditiously.

WRITTEN REPORTS

None

COMMITTEE MEMBER/CEO/CONSULTANT/COMMENTS

Mr. Delaney commented he is happy the initiation of the Request for Qualifications for the Owner’s Representative/Program Manager will commence.

STAFF

None

The meeting **ADJOURNED** at 3:40 p.m.

Submitted by:

Submitted by:

Approved by:

Brenda Shott
Staff Liaison to the Committee

Steve Delaney
Secretary to the Committee

Wayne Lindholm
Chair



Memorandum

DATE: July 21, 2023
TO: Members of the Building Committee
FROM: Brenda Shott, Assistant CEO, Finance and Internal Operations
SUBJECT: **OCERS HEADQUARTERS PROJECT OWNERS' REPRESENTATIVE/PROGRAM MANAGER PROPOSALS REVIEW AND SELECTION**

Recommendation

1. Select one of the two finalist firms to serve as Owners' Representative/Program Manager for OCERS Headquarters project based on the firm's presentation, responsiveness to the Building Committee's interview questions and the written proposal submitted.
2. Direct Staff to negotiate terms of an agreement with the selected firm.
3. Recommend to the Board of Retirement to award a contract with the selected firm and amend the 2023 Administrative Budget (amount to be determined after negotiations) for the scope of services as outlined in OCERS Owner's Representative/Program Manager Services for OCERS New Headquarters Project RFP, subject to satisfactory negotiation of terms.

Background/Discussion

The work necessary to plan, program, design, contract, and construct the new HQ building project (Project) will require a level of effort and resources that OCERS Operations Support Services Department is not designed to handle. At the Building Committee's direction, staff sought suggestions and lessons-learned from the County of Orange and other public agencies on their new office building projects. Much insight was gained from these peer discussions on the pros and cons of different project approaches and delivery methods. Although these agencies' projects range from small city halls to the large County of Orange downtown Santa Ana civic center, they were all delivered with the help of a professional Owner's Representative/Program Manager (OR/PM).

The Building Committee directed staff to seek the assistance of a professional OR/PM for this Project. To that end, the OR/PM will serve as an extension of OCERS staff, providing master planning, programming and project delivery options and recommendations; preparing the requisite documents to retain subconsultant architectural and engineering services for numerous specialty work such as needs assessments, architectural services, site geotechnical investigations, ALTA survey, environmental documentation and findings, shepherding the Schematic Design (SD), Design Development (DD), and Construction Design (DD) efforts; engaging the City, gathering support from our neighbors, and representing OCERS throughout the Entitlement efforts and processes; conducting constructability reviews; completing Building Information Modeling (BIM); plan checking

the A/E subconsultants' work for completeness; bidding the construction work for a competitive guaranteed maximum price (GMP) construction contract; coordinating with Verizon Wireless to relocate the existing cellular tower; preparing the documents and competitively bid the other required trades and services such as existing medical office building demolition and clearing, materials testing, inspections, landscaping, furniture, fixtures and equipment, move-in, and commissioning; resolving construction issues; negotiating contract change orders; generating and completing punch lists; and ensuring the Project will be delivered on time and within budget.

Once an Owner's Rep/Project Manager is hired, the project will be managed with the Assistant CEO serving as the Project Sponsor and the Senior Manager of Facilities & Operations Support Services providing daily oversight of the project. The Building Committee will provide guidance to staff as to the scope, schedule and budget for the headquarters project and make recommendations to the Board related to the future OCERS headquarters as may be necessary or desirable to guide or assist the Board and OCERS staff in carrying out their respective duties and responsibilities.

In January of this year, staff issued a Request for Qualifications (RFQ) to the firms in the construction project/program management community via PlanetBids (PB) to solicit their interest and Qualifications to compete for the OR/PM work. Five (5) firms responded to the RFQ. Those respondents, in alphabetical order, were BioMed Development Group, C.W. Driver, Griffin Structures, Lincoln Property Company, and TELACU.

Upon discussions with in-house and outside legal counsel, staff issued the attached Request for Proposals (RFP) via PB on May 5, 2023. Fifteen (15) firms downloaded the RFP for their pursuance. Three (3) firms responded by the June 16, 2023, proposals submittal deadline. They are, in alphabetical order, Griffin Structures, Lincoln Property Company, and TELACU – Construction Management.

A four-member review panel consisting of OCERS executive management team members and a staff member from the County of Orange's Public Works department independently evaluated the proposals in accordance with the Proposal Evaluation Criteria set forth in the RFP as follows:

OR/PM firm and key personnel's experience with projects similar or larger in scope than is described in Section-3	Maximum 80 points
Suggested approach to OCERS' Project	Maximum 30 points
Proposed schedule/methodology for earliest OCERS occupancy possible	Maximum 20 points
Past successes in Entitlement work:	Maximum 15 points
Past projects with effective design management:	Maximum 20 points
Past projects' Contract Change Order (CCO) history:	Maximum 15 points
Past projects' estimated vs actual final total cost deviation:	Maximum 10 points
Past FF&E and Move-In success:	Maximum 10 points
Total	Max Possible: 200 points

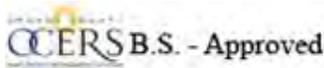
A summary of the individual and composite ratings is as follows:

	Rater-1	Rater-2	Rater-3	Rater-4	Max 800 Points Possible	100-Point Equivalent Scale
Griffin Structures	180	193	188	172.5	733.5	92
Lincoln Property Company	160	145	163	130	598	75
TELACU - Property Management	120	115	143	150	528	66

The fee proposals will be made available to the public at the conclusion of the negotiation with the selected proposer.

Given the differences in the ratings, staff is requesting the Committee interview both firms and select the top firm based on the firm’s presentation, responsiveness to the Building Committee’s interview questions and the written proposal submitted. Upon selection, staff will start negotiations with the finalist and bring the New HQ Construction Project OR-PM contract to the Board of Retirement for their consideration.

Submitted by:



Brenda Shott, CPA
 Assistant CEO, Finance and Internal Operations

- Attachments: a. Request for Proposals
 b. Griffin Structure Proposal
 c. Lincoln Property Company Proposal

Owner's Representative/Program Manager Services for OCERS New Headquarters Project

Request for Proposals

May 2023

Orange County Employees Retirement System (OCERS)

PO Box 1229

Santa Ana, CA 92702 USA

1-(714)-558-6200

<http://www.ocers.org>

Contents

Section 1: Introduction	3
Section 2: Background	3
Organization	3
Project	3
Section 3: Scope of Services	5
General	5
Section 4: General Conditions	6
Section 5: Point of Contact	7
Section 6: Response to Request for Proposal	7
RFP Schedule	7
Section 7: Proposal Requirements	8
Submittal Content Requirements	8
Fee Proposal	9
Quality Based Selection (QBS)	9
Compliance Audit Cost	9
Fee Schedule	9
Section 8: Proposal Evaluation Criteria	9
Section 9: Selection and Contract Negotiations	9
Section 10: Project Timeline	10
Section 11: Invoicing	10
Section 12: Non-Discrimination Requirement	10
Section 13: Notice Regarding the California Public Records Act and the Brown Act	10
Section 14: Reservations by OCERS	10
Exhibit A: Minimum Qualifications Certification	13
Exhibit B: Proposal Cover Page and Checklist	14
Exhibit C: Sample OCERS Master Service Agreement	15

Section 1: Introduction

The Orange County Employees Retirement System (OCERS) through this Request for Proposal (RFP) seeks competitive proposals from qualified firms interested in working with OCERS as Owner's Representative/Program Manager (OR/PM) in all phases of planning, designing and constructing the OCERS Headquarters (Project) in the city of Santa Ana, on the corner of Tustin Ave and Wellington Ave. OCERS has previously pre-qualified certain firms pursuant to a Request for Qualifications dated February 2023 (the "RFQ"). These pre-qualified entities and other invited firms meeting the minimum qualifications set forth herein are invited to submit proposals based on the updated scope of work and proposal requirements established by this RFP which fully supersedes the RFQ and all previously issued information regarding this opportunity for the Project and clarifies the current intent of OCERS.

Questions about this RFP must be submitted in writing by **5:00 PM, Pacific Time, Thursday, June 6, 2023** to OCERS via PlanetBids.

The invited firms must submit their completed proposal via PlanetBids by **5:00 PM, Pacific Time, Friday, June 16, 2023**. Specific instructions for proposal submissions are contained in Section 7 of this RFP.

Section 2: Background

Organization

OCERS was established in 1945 under the provisions of the County Employees Retirement Law of 1937 and provides its 50,000 active, deferred and retired members with retirement, disability, death, and cost-of-living benefits. OCERS is governed by a nine-member Board of Retirement ("Board") which has plenary authority and fiduciary responsibility for the investment of money and administration of the retirement system. It operates as a cost-sharing multiple-employer defined benefit pension plan for thirteen active participating employers:

- County of Orange
- Orange County Superior Court of California
- City of San Juan Capistrano
- Orange County Cemetery District,
- Children and Families Commission of Orange County,
- Orange County Employees Retirement System,
- Orange County Fire Authority,
- Orange County In-Home Supportive Services Public Authority,
- Orange County Local Agency Formation Commission (LAFCO),
- Orange County Public Law Library,
- Orange County Sanitation District,
- Orange County Transportation Authority and
- Transportation Corridor Agencies.

The OCERS Chief Executive Officer is appointed by the Board and is responsible for the management of the agency which currently has a staffing plan of 127 team members.

For additional information about OCERS, please refer to our website at www.ocers.org.

Project

OCERS has determined that its current 50,000 SF headquarters building at 2223 E. Wellington Avenue, Santa Ana, CA 92701 will be inadequate to accommodate its future operations and expected staffing increase. It therefore

acquired the adjoining property located at 1200 N. Tustin Ave, Santa Ana, CA 92705 (Tustin Property) to its immediate east for the purpose of designing and constructing a new headquarters building (currently estimated to be approximately 80,000 sq. ft) on that 2.77 acre parcel to meet its future operational needs.

In addition to the new office building, which OCERS desires to design and construct as soon as reasonably possible, OCERS is also considering the future use of the existing Wellington Ave property. OCERS' would also like the Owner's Rep to assist with evaluating options for the second parcel in including options to meet parking requirements (surface, below ground or structure). The possibility of having a separate Board room that is connected to the primary building is also being explored as part of the Project. OCERS would like to get the highest and best acceptable use out of any remaining land on the properties.





Section 3: Scope of Services

General

OCERS is seeking a consultant to supplement its Facilities Department staff to research and advise OCERS leadership on the available delivery method options to complete the design and construction of the headquarters building and Board room within the OCERS parcels as well as being the OR/PM for the entire Project duration. OCERS desires to design, construct and occupy the Headquarters building as soon as reasonably possible and accordingly seeks an OR/PM who will offer creative and innovative ideas to achieve completion and occupancy by OCERS at the earliest possible date. To update and clarify the description of the Project tasks originally summarized in the RFQ, OCERS' intention with this RFP is to obtain the services of a qualified firm to assist OCERS with procuring through one or more additional and separate contracts the professional design and construction services necessary to complete the Project. To be clear, OCERS has not committed to any specific project delivery method and remains open to design/build, construction management multi-prime (agency or at risk), and/or another potentially viable project delivery methodology. However, due to the applicable constraints of California law related to impermissible conflicts, the consultant (and its A/E subconsultants, if any) selected for this OR/PM role shall be prohibited from competing for or obtaining any of the future OCERS contracts to be potentially procured for the final design/construction of the Project.

Specifically, the OR/PM will enter into a professional services agreement with OCERS using its standard Services Agreement form to:

1. Act as the Owner's representative on behalf of OCERS from the start of planning, including the needs assessment, planning and programming, through the design and construction phases through building occupancy and punch list completion.
2. Act as the Owner's advisor and provide design and construction consulting and assist OCERS with identifying project challenges and constraints prior to design and construction commencing as well as when they occur.
3. Provide professional advice and recommendations on how OCERS can most effectively and timely complete the design and construction of the Project through one or more delivery method options in a simple,

Owner's Representative/Program Manager Services for OCERS New HQ - RFP

transparent and easily understood manner for communication to OCERS' various stakeholders.

4. Provide professional analysis, assessment, and projections of cost savings achieved through energy-efficient design features.
5. Provide value engineering of alternate methods and building systems and provide detailed analysis of options for review and approval by OCERS throughout the Project duration.
6. Advise on how best to solicit and procure the additional design/construction contracts necessary to complete the Project and the timing of such to achieve least cost and maximum efficiency.
7. Under the direction of OCERS, provide/arrange for the preparation, advertisement, evaluation process(es) and provide recommendations for all necessary design professionals, subconsultants, contractors, vendors, and suppliers work packages for competitive procurements consistent with OCERS standard policies and all applicable laws.
8. Provide schedules, supporting documents, cost validations, and/or detailed analysis to support the project scope, schedule, budget, design, or sub-contracts and other recommendations. In addition, provide independent verification of all such information provided by design and construction team related to these same Project deliverables from those entities.
9. Provide/Arrange for OCERS to solicit, procure, and manage all A&E and/or other specialized services necessary to prepare the documents and engineering studies (geotechnical, pavement structural sections, hydraulics and hydrology, water demand, sewer demand, trip generation, cultural resources, WQMP, A.I.C., Initial Study, Use Permits, etc.) required by the City and/or other applicable governing agencies to secure City Planning Commission approval. The selected OR/PM firm may propose to self-perform and/or provide portions of such services through a sub-consultant to the extent permissible by applicable law.
10. Represent OCERS at community and city meetings.
11. Coordinate with Verizon Wireless to incorporate relevant information, including the preparation, processing, and approval of easement documents, of their cell tower relocation work onto the Project's site plans, environmental documents, etc.
12. Provide/Arrange for OCERS to solicit, procure, and manage all construction services necessary to complete the Project, including, but not limited to advising, assisting, and coordinating construction activities necessary to move the project from commencement of construction to punch list completion through the achievement of plant and landscaping maintenance
13. Prepare monthly update progress reports.
14. Present progress reports to OCERS' Building Committee and/or the Board of Retirement as requested
15. Prepare final reports.
16. Provide/Arrange for OCERS to enforce warranty, guarantee, and/or other post construction remedies necessary to ensure appropriate correction of any defective/incomplete/warranty repairs.

To summarize, OCERS is interested in effectively partnering with the selected OR/PM firm to provide the wide range of professional services needed to assist OCERS with design and construction of the Project in the most economic and efficient manner possible. OCERS intends to look to the selected OR/PM to advise and assist OCERS to the maximum extent possible to ensure the delivery of the Project on time and on budget. Proposals should focus on how the prospective OR/PM firm will partner with OCERS to achieve these goals.

Section 4: General Conditions

All terms, conditions, requirements, and procedures included in this RFP must be met for a proposal to be deemed complete. A proposal that fails to meet any material term, condition, requirement, or procedure of this RFP may be disqualified. OCERS reserves the right to waive or permit the cure of non-material errors or omissions. OCERS reserves the right to modify, amend, or cancel the terms of this RFP at any time.

OCERS may modify this RFP before the date fixed for submission of a proposal by uploading an addendum to invited firms via PlanetBids. However, failure of a respondent to receive or acknowledge receipt of any addendum shall not relieve the respondent of the responsibility for complying with the terms thereof.

A respondent's proposal shall constitute an irrevocable offer for the 120 days following the deadline for submission of proposals. Reference to a certain number of days in this RFP shall mean calendar days unless otherwise specified.

All proposals submitted in response to this RFP will become the exclusive property of OCERS. Therefore, proposals will not be returned to respondents.

By submitting a proposal, the respondent acknowledges that it has read this RFP, understands it, and agrees to be bound by its requirements unless clearly and specifically noted in the proposal submitted.

Section 5: Point of Contact

A quiet period will be in effect from the date of issuance of this RFP until announcement of the firm selected. During the quiet period, respondents are not permitted to communicate with any OCERS staff member or Board Member regarding this RFP except through PlanetBids. Respondents violating this quiet period may be disqualified at OCERS' discretion. In addition, respondents having current business with OCERS must limit their communications to the subject of such business.

OCERS' regular business hours are from 08:00 to 17:00, Monday through Friday, except for federal and state holidays.

The Point of Contact for all matters relating to this RFP is:

Name:	Jim Doezie
Title:	Contracts, Risk & Performance Administrator
Address:	OCERS 2223 E Wellington Ave., Suite 100 Santa Ana, CA 92701
Telephone:	(714) 569-4884
Email:	jdoezie@ocers.org
OCERS Website:	www.OCERS.org
Status:	See PlanetBids.com for status of the RFP and announcements.

Section 6: Response to Request for Proposal

Proposals must be submitted through PlanetBids by the due date and time stated below in the RFP Schedule. If the supplemental materials supporting the Proposals are too large for uploading to PlanetBids, they may be delivered to Mr. Doezie's office at 2223 E. Wellington Avenue, Santa Ana, CA 92701 within one (1) working day of the Proposal electronic submittal deadline.

OCERS is not responsible for mis-deliveries. It is therefore encumbered upon the respondents to ascertain that OCERS has received the supplemental materials through written receipt(s).

RFP Schedule

The following timetable constitutes a tentative schedule for this RFP process. OCERS reserves the right to modify this schedule at any time.

Deliverable	Date	Time
Release of RFP	May 5, 2023	5:00 PM
RFP Questions Deadline	June 6, 2023	5:00 PM
RFP Answers Posted	June 13, 2023	Noon
RFP Submission Deadline	June 16, 2023	5:00 PM
OCERS Review of RFP Submissions	To be determined	
Selection of Finalists	To be determined	
Interviews of Finalists	To be determined	
Service Award [or recommendation to the Board]	To be determined	

Section 7: Proposal Requirements

Submittal Content Requirements

Proposals must include the following information:

- The "Minimum Qualifications Certification", attached as Exhibit "A".
- The "Proposal Cover Page and Check List", attached as Exhibit "B".
- A maximum 2-page Summary of the Proposer's main line of work as it relates to the OR/PM services needed for this Project.
- The Proposal, excluding the résumés of key personnel and covers, should not exceed one hundred (100) single-sided 8.5" X 11" pages with minimum 12-point fonts.
- All necessary information to respond directly to all Proposal Evaluation Criteria listed under Section 8.
- Provide at least three (3) completed or substantially completed similar projects. The submittal of videos and/or photos of the interiors and exteriors of the completed projects are strongly recommended to give OCERS a glimpse of the proposed teams' philosophies/methodologies for effectively partnering with OCERS to deliver the Project on time and on budget.
- Without naming projects, list five (5) most difficult situations encountered on the listed projects that would have caused time delays and how they were resolved.
- Discuss in 1,000 words or less as to how best to approach OCERS' Project.
- Identify the personnel that will comprise the full Owner's Rep team and describe each individual's responsibilities on the Project, provide resumes for named key personnel. Indicate if any subcontractors will be utilized (include firm name, key personnel and their roles and responsibilities on the Project)
- Provide a proposed schedule for the entire Project including all major milestones beginning with Owner's Rep contract execution through punch list completion and any warranty period with an emphasis on achieving occupancy by OCERS as soon as reasonably possible.
- Describe how the needs assessment, planning and programming will be conducted, specify if any of the work

- will be subcontracted or self-performed.
- Describe the services that are included for the period after the punch list completion through achievement of plant/landscaping maintenance and any warranty period
- A minimum of three (3) references of past OR/PM work on public works projects of a similar size and scope.
- An explanation of all actual or potential conflicts of interest that the respondent may have in contracting with OCERS. If none, state "None".
- A description of all past, pending, or threatened litigation, including malpractice claims, administrative, state ethics, disciplinary proceedings, and other claims against the respondent and/or any of the individuals proposed to provide services to OCERS in the past seven years. If none, state "None".
- Any other information that the respondent deems relevant to OCERS' selection process.

Fee Proposal

The cost of arranging A/E Teams to present their project ideas for OCERS' selection shall have been made an integral part of the submitted fee.

Quality Based Selection (QBS)

Since the received Proposals will be evaluated through QBS, the proposed fees, budgetary estimates, and the Fees Schedule **SHALL NOT BE INCLUDED** as a part of the Proposal and are to be uploaded to PlanetBids separately. The failure to follow this submittal requirement could be cause for disqualification from the selection process.

Compliance Audit Costs

The Proposers are hereby made aware that this Project is subject to audit by OCERS to help verify compliance with OCERS' Procurement and Contracting Policy. The cost of the Consultant's efforts in working with OCERS' audit team shall be made an integral part of the proposed fees.

Fee Schedule

Being the Project will span multiple years, it is encumbered upon the respondents to indicate on the Fee Schedule the calendar year(s) for which the listed rates are effective. If no effective year(s) is/are indicated, it will be agreed upon by the respondent that the listed rates apply to the entire Project duration and no cost adjustment(s) will be requested.

Section 8: Proposal Evaluation Criteria

Each Proposal will be rated as follows:

- | | |
|--|--------------------------|
| • OR/PM firm and key personnel's experience with projects similar or larger in scope than is described in Section-3: | Maximum 80 points |
| • Suggested approach to OCERS' Project: | Maximum 30 points |
| • Proposed schedule/methodology for earliest OCERS occupancy possible | Maximum 20 points |
| • Past successes in Entitlement work: | Maximum 15 points |
| • Past projects' with effective design management: | Maximum 20 points |
| • Past projects' Contract Change Order (CCO) history: | Maximum 15 points |
| • Past projects' estimated vs actual final total cost deviation: | Maximum 10 points |
| • Past FF&E and Move-In successes: | <u>Maximum 10 points</u> |
| | Max Possible: 200 |

Section 9: Selection and Contract Negotiations

Up to three (3) highest-rated Proposals could be selected for Interviews/Next Steps.

The Proposers are hereby made aware and agreed that the proposed Fees submitted in response to this RFP, represent estimated dollar values that may be further discussed and agreed upon by OCERS. In the event that OCERS and the top-rated Proposer are not able to reach an agreement, OCERS at its sole discretion reserves the right to terminate further discussions with the top-rated Proposer and starts discussions with the next highest-rated Proposer.

OCERS will propose a contract to the successful respondent, which will contain such terms as OCERS, in its sole discretion, may require. In addition, the selected firm will agree that this RFP and the firm's proposal will be incorporated by reference into any resulting contract.

This RFP is not an offer to contract. Acceptance of a proposal neither commits OCERS to award a contract to any respondent, nor does it limit OCERS' right to negotiate the terms of a contract in OCERS' best interest, including the addition of terms not mentioned in this RFP. The final contract must, among other terms and conditions required by OCERS, allow OCERS to terminate the contract a) for OCERS' convenience, b) if funds are not appropriated for the services to be provided, or c) for default.

The general form of the contract OCERS intends to use is included as Exhibit "C" ("OCERS Template Services Agreement"). OCERS reserves the right to make changes to the contract prior to execution, including material changes. The final Scope of Services to be included in the contract will be negotiated determined at the conclusion of the RFP process with the selected Proposer.

By submitting a proposal without comment on the OCERS Template Services Agreement, the respondent will be deemed to have agreed to each term in the OCERS Services Agreement, and to not seek any modifications to it. If the respondent objects to any term in the OCERS Services Agreement or wishes to modify or add terms to the OCERS Services Agreement, the proposal must identify each objection and propose language for each modification and additional term sought. A rationale should be included for each objection, modification, or addition.

Section 10: Project Timeline

OCERS staff anticipates a Consultant Selection no later than approximately six (6) weeks after the Proposal submittal deadline. The final Services Agreement could be presented to the Building Committee for Recommendation to the full Board for execution as early as two (2) months after Consultant Selection. The Project "clock" begins on the first workday after Board Contract Approval.

It is therefore paramount that the Consultant, upon Selection Notification, at its own cost and risks, assembles the proposed team and schedule the project meetings ahead of Contract signing. As described above OCERS desires to achieve the earliest possible building occupancy date and encourages proposers to ensure submissions and proposed schedules demonstrate how they will creatively/innovatively assist OCERS in achieving this project goal.

OCERS initial estimated total timeline for the OR/PM work from the start of planning until Board Acceptance (completion of punch list) is four (4) calendar years or less excluding maintenance periods based on the following baseline forecasts:

Entitlements:	3-12 Months
Planning/Design/Approval Phase:	9-12 Months
Construction Phase:	18-24 Months

Time periods could run concurrently based on OR/PM proposed methodology.

Section 11: Invoicing

Invoicing should be scheduled no more frequent than monthly. Invoices shall be net 60. OCERS will strive to review, process, and issue the payments within one (1) month of receipt.

Section 12: Non-Discrimination Requirement

By submitting a proposal, the respondent represents that it and its subsidiaries do not and will not discriminate against any employee or applicant for employment on the basis of race, religion, color, national origin, ethnic group identification, mental disability, physical disability, medical condition, genetic information, marital status, ancestry, sex, gender, sexual orientation, gender identity, gender expression, age, or military and veteran status.

Section 13: Notice Regarding the California Public Records Act and the Brown Act

The information submitted in response to this RFP will be subject to public disclosure pursuant to the California Public Records Act (California Government Code Section 6250, et. seq., the "Act"). The Act provides generally that all records relating to a public agency's business are open to public inspection and copying unless specifically exempted under one of several exemptions set forth in the Act. If a respondent believes any portion of its proposal is exempt from public disclosure or discussion under the Act, the respondent must provide a full explanation and mark such portion "TRADE SECRETS," "CONFIDENTIAL," or "PROPRIETARY," and make it readily separable from the balance of the response. Proposals marked "TRADE SECRETS," "CONFIDENTIAL," or "PROPRIETARY" in their entirety will not be honored, and OCERS will not deny public disclosure of all or any portion of proposals so marked.

By submitting a proposal with material marked "TRADE SECRETS," "CONFIDENTIAL," or "PROPRIETARY," a respondent represents it has a good faith belief that the material is exempt from disclosure under the Act; however, such designations will not necessarily be conclusive, and a respondent may be required to justify in writing why such material should not be disclosed by OCERS under the Act. Fee and pricing proposals are not considered "TRADE SECRET," "CONFIDENTIAL," or "PROPRIETARY".

If OCERS receives a request pursuant to the Act for materials that a respondent has marked "TRADE SECRET," "CONFIDENTIAL," or "PROPRIETARY," and if OCERS agrees that the material requested is not subject to disclosure under the Act, OCERS will either notify the respondent so that it can seek a protective order at its own cost and expense, or OCERS will deny disclosure of those materials. OCERS will not be held liable, however, for inadvertent disclosure of such materials, data, and information or for disclosure of such materials if deemed appropriate in OCERS' sole discretion. OCERS retains the right to disclose all information provided by a respondent.

If OCERS denies public disclosure of any materials designated as "TRADE SECRETS," "CONFIDENTIAL," or "PROPRIETARY", the respondent agrees to reimburse OCERS for, and to indemnify, defend and hold harmless OCERS, its Boards, officers, fiduciaries, employees, and agents from and against:

1. Any and all claims, damages, losses, liabilities, suits, judgments, fines, penalties, costs, and expenses, including, without limitation, attorneys' fees, expenses, and court costs of any nature whatsoever (collectively, "Claims") arising from or relating to OCERS' non-disclosure of any such designated portions of a proposal; and
2. Any and all Claims arising from or relating to OCERS' public disclosure of any such designated portions of a Owner's Representative/Program Manager Services for OCERS New HQ - RFP

proposal if OCERS determines disclosure is required by law, or if disclosure is ordered by a court of competent jurisdiction.

Section 14: Reservations by OCERS

In addition to the other provisions of this RFP, OCERS reserves the right to:

Cancel or modify this RFP, in whole or in part, at any time.

Make such investigation as it deems necessary to determine the respondent's ability to furnish the required services, and the respondent agrees to furnish all such information for this purpose as OCERS may request.

Reject the proposal of any respondent who is not currently in a position to perform the contract, or who has previously failed to perform similar contracts properly, or in a timely manner, or for any other reason in OCERS' sole discretion.

Waive irregularities, to negotiate in any manner necessary to best serve the public interest, and to make a whole award, multiple awards, a partial award, or no award.

Award a contract, if at all, to the firm which will provide the best match to the requirements of the RFP and the service needs of OCERS in OCERS' sole discretion, which may not be the proposal offering the lowest fees.

Request additional documentation or information from respondents, which may vary by the respondent. OCERS may ask questions of any respondent to seek clarification of a proposal or to ensure the respondent understands the scope of the work or other terms of the RFP.

Reject any or all proposals submitted in response to this RFP.

Choose to not enter into an agreement with any of the respondents to this RFP or negotiate for the services described in this RFP with a party that did not submit a proposal.

Determine the extent, without limitation, to which the services of a successful respondent are or are not actually utilized.

Defer the selection of a bidder to a time of OCERS' choosing.

Consider information about a respondent other than, and in addition to, that submitted by the respondent.

Exhibit A
MINIMUM QUALIFICATIONS CERTIFICATION

All firms submitting a proposal in response to this RFP are required to sign and return this attachment, along with written evidence of how the respondent meets each qualification.

The undersigned hereby certifies that it fulfills the minimum qualifications outlined below, as well as the requirements contained in the RFP.

Minimum Qualifications include:

1. Firm's experience on vertical construction OR/PM work on public works projects of similar size and scope.
2. Firm's ability and availability to begin work upon contract.
3. Firm's record of timely project delivery.

The undersigned hereby certifies that they are an individual authorized to bind the Firm contractually, and said signature authorizes verification of this information.

Authorized Signature

Date

Name and Title (please print)

Name of Firm

Exhibit B
PROPOSAL COVER PAGE AND CHECKLIST
(TO BE SUBMITTED ON FIRM'S LETTERHEAD)

Respondent Name:

Respondent Address:

By submitting this response, the undersigned hereby affirms and represents that they have reviewed the proposal requirements and have submitted a complete and accurate response to the best of their knowledge. By signing below, I hereby affirm that the respondent has reviewed the entire RFP and intends to comply with all requirements.

Respondent specifically acknowledges the following:

1. Respondent possesses the required technical expertise and has sufficient capacity to provide the services outlined in the RFP.
2. Respondent has no unresolved questions regarding the RFP and believes that there are no ambiguities in the scope of services.
3. The fee schedule submitted in response to the RFP is for the entire scope of services and no extra charges or expenses will be paid by OCERS.
4. Respondent has completely disclosed to OCERS all facts bearing upon any possible interests, direct or indirect, that Respondent believes any member of OCERS, or other officer, agent, or employee of OCERS presently has, or will have, in this contract, or in the performance thereof, or in any portion of the profits thereunder.
5. Materials contained in the proposal and all correspondence and written questions submitted during the RFP process are subject to disclosure pursuant to the California Public Records Act.
6. Respondent is not currently under investigation by any state or federal regulatory agency for any reason.
7. Except as specifically noted in the proposal, respondent agrees to all of the terms and conditions included in OCERS Services Agreement.
8. The signatory below is authorized to bind the respondent contractually.

Exhibit C

SAMPLE MASTER SERVICES AGREEMENT

ORANGE COUNTY EMPLOYEES RETIREMENT SYSTEM AGREEMENT FOR SERVICES

This Agreement for Services ("Agreement") is entered into this ___ day of _____, 20__ (the "Effective Date") by and between the Orange County Employees Retirement System, ("OCERS") and _____ ("Contractor"). OCERS and Contractor are sometimes individually referred to as "Party" and collectively as "Parties." The Parties hereby agree as follows:

1. PURPOSE.

1.1 Project.

Contractor desires to perform and assume responsibility for the provision of, and OCERS desires to engage Contractor to render, services for **Owner's Representative / Program Manager Services for OCERS new headquarters project**, from project planning through building occupancy, and until the end of the plan establishment and maintenance period, on the terms and conditions set forth in this Agreement and its attached exhibits.

2. TERMS.

2.1 Scope of Services. Contractor promises and agrees to furnish to OCERS all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately perform all services contemplated by this Agreement ("Services"), as more particularly described in the attached **Exhibit "A"** ("Scope of Services"). All Services shall be subject to, and performed in accordance with, this Agreement, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state, and federal laws, rules, and regulations. Contractor represents and warrants to OCERS that Contractor will perform the Services in a professional and workmanlike manner, in accordance with best industry standards and practices used in well-managed operations performing services similar to the Services.

2.2 Term. The term of this Agreement will commence upon the Effective Date and will continue forty-eight (48) months from the Effective Date ("Term"), unless earlier terminated as provided herein. The Parties may, by mutual written agreement with substantiated circumstances, extend the Term for additional 6-month periods. In no event shall the total term of the Agreement exceed seventy-two (72) months.

2.3 Consideration.

2.3.1 Compensation. Contractor shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement as set forth in **Exhibit "B"** ("Fee Schedule").

2.3.2 Invoices and Payment. Contractor shall submit to OCERS monthly itemized invoices as required by the Fee Schedule. OCERS shall pay all approved charges within net thirty (30) days of receiving such invoice.

2.3.3 Extra Work. At any time during the term of this Agreement, OCERS may request that Contractor perform Extra Work. As used herein, "Extra Work" means any work which is determined by OCERS to be necessary for the proper completion of the Services, but which the Parties did not reasonably anticipate would be necessary as of the Effective Date. Contractor shall not perform, nor be compensated for, Extra Work without written authorization by OCERS. Extra Work, if authorized, will be compensated at the rates and manner set forth in this Agreement.

2.4 Responsibilities of Contractor.

2.4.1 Independent Contractor. The Services shall be performed by Contractor or by Contractor's employees under Contractor's supervision. Contractor will determine the means, methods, and details of performing the Services subject to the requirements of this Agreement. Contractor is an independent contractor and not an employee of OCERS. Except as OCERS may agree in writing, Contractor shall have no authority, expressed or implied, to act on behalf of OCERS in any capacity whatsoever as an agent of OCERS. Any additional personnel performing the Services under this Agreement on behalf of Contractor will also not be employees of OCERS and will at all times be under Contractor's exclusive direction and control.

2.4.2 Payment of Subordinates. Contractor will pay all wages, salaries, and other amounts due its personnel in connection with their performance of Services under this Agreement and as required by law. Contractor shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance. Contractor will bear the sole responsibility and liability for furnishing Workers' Compensation benefits to all such personnel for injuries arising from or connected with the Services.

2.4.3 Licensing. Contractor represents that it, its employees and subcontractors have all licenses, permits, qualifications, and approvals of whatever nature that are legally required to perform the Services, and that such licenses and approvals shall be maintained throughout the term of this Agreement.

2.4.4 Conformance to Applicable Requirements. All Services performed by Contractor shall be subject to the approval of OCERS.

2.4.5 Substitution of Key Personnel. Contractor has represented to OCERS that certain key personnel will perform and coordinate the Services under this Agreement ("Key Personnel"). The Key Personnel assigned to this Agreement are identified in the attached **Exhibit "C"** ("Key Personnel"). Key Personnel will be available to perform Services under the terms and conditions of this Agreement immediately upon commencement of the term of this Agreement. If one or more of such Key Personnel becomes unavailable, Contractor may substitute other personnel of at least equal competence upon written approval of OCERS. Contractor shall provide OCERS written notification detailing the circumstances of the unavailability of the Key Personnel and designating replacement personnel prior to the effective date of the unavailability of such Key Personnel, to the maximum extent feasible, but no later than five (5) business days after the date of the Key Personnel's unavailability. OCERS will have the right to approve or disapprove the reassignment or substitution of Key Personnel for any reason at OCERS' sole discretion. In the event that OCERS and Contractor cannot agree as to the substitution of Key Personnel, OCERS will be entitled to terminate this Agreement for cause.

2.4.6 Removal of Key Personnel. Contractor agrees to remove any Key Personnel from performing Services under this Agreement within twenty-four (24) hours or as soon thereafter as is practicable if reasonably requested to do so by the OCERS.

2.4.7 Laws and Regulations. Contractor shall keep itself fully informed of and in compliance with all local, state, and federal laws, rules, and regulations in any manner affecting the performance of the Services, including all Cal/OSHA requirements, and shall give all notices required by law. Contractor shall be liable for all violations of such laws and regulations in connection with Services. If the Contractor performs any work knowing it to be contrary to such laws, rules, and regulations, Contractor shall be solely responsible for all costs arising therefrom.

2.4.8 Labor Code Provisions.

(a) Prevailing Wages. Contractor is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq. ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "public works" and "maintenance" projects. If the Services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Contractor agrees to fully comply with such Prevailing Wage Laws. Contractor shall comply with all prevailing wage requirements under the California Labor Code and Contractor shall forfeit as penalty to OCERS a sum of not more than \$200 for each calendar day, or portion thereof, for each worker paid less than the prevailing rates. This penalty shall be in addition to any shortfall in wages paid. OCERS has obtained the general prevailing rate of wages, as determined by the Director of the Department of Industrial Relations ("DIR"), a copy of which is on file in OCERS's office and shall be made available for viewing to any interested party upon request. Contractor shall make copies of the prevailing

rates of per diem wages for each craft, classification, or type of worker needed to execute the Services available to interested parties upon request and shall post copies at the Contractor's principal place of business and at the site where Services are performed.

(b) Registration and Labor Compliance. If the Services are being performed as part of an applicable "public works" or "maintenance" project, then, in addition to the foregoing, pursuant to Labor Code sections 1725.5 and 1771.1, Contractor and all subcontractors must be registered with the DIR. Contractor shall maintain registration for the duration of this Agreement and require the same of any subcontractors. The Services may also be subject to compliance monitoring and enforcement by the DIR. It shall be Contractor's sole responsibility to comply with all applicable registration and labor compliance requirements, including the submission of payroll records directly to the DIR.

(c) Labor Certification. By its signature hereunder, Contractor certifies that it is aware of the provisions of Section 3700 of the California 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 agrees to comply with such provisions before commencing the performance of the Services.

2.4.9 Accounting Records. Contractor shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Contractor shall allow a representative of OCERS during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Contractor shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of four (4) years from the date of final payment under this Agreement.

2.4.10 Business Continuity Plan. Contractor warrants that it has and will maintain throughout the term of this Agreement a written business continuity plan ("BCP") to enable it to recover and resume the Services provided by it to OCERS within one (1) Business Day in the event of any disruptive event. Contractor further represents and warrants that it has tested its BCP and will continue to conduct sufficient ongoing verification testing for the recovery and resumption of services provided to OCERS and will update its BCP at least annually. Contractor will notify OCERS within thirty (30) days of any material alterations to its BCP that would impair its ability to recover and resume any interrupted Services it provides to OCERS. Upon request by OCERS, Contractor will provide to OCERS a description of its BCP procedures as they relate to the recovery and resumption of the Services accompanied by a written certification that the BCP has undergone review and testing to account for any changes to such Services. Contractor shall promptly notify OCERS of any actual, threatened, or anticipated event that does or may disrupt or impact the Services provided by Contractor and will cooperate fully with OCERS to minimize any such disruption and promptly restore and recover the Services.

2.5 Representatives of the Parties.

2.5.1 **OCERS' Representative.** OCERS hereby designates [name and title of OCERS' rep, or "its Chief Executive Officer, or their designee"], to act as its representative for the performance of this Agreement ("OCERS' Representative"). Contractor shall not accept direction or orders from any person other than the OCERS' Representative.

2.5.2 **Contractor's Representative.** Contractor hereby designates [name or title], or their designee, to act as its representative for the performance of this Agreement ("Contractor's Representative"). Contractor's Representative shall have full authority to represent and act on behalf of the Contractor for all purposes under this Agreement. The Contractor's Representative shall supervise and direct performance of the Services, using their best skill and attention, and shall be responsible for all means, methods, techniques, sequences, and procedures and for the satisfactory coordination of all portions of the Services under this Agreement.

2.6 Indemnification.

To the fullest extent permitted by law, Contractor shall indemnify, immediately defend, and hold OCERS, the members of the OCERS Board of Retirement (each a "Board member"), and OCERS' officials, officers, employees, volunteers, and agents free and harmless from any and all third party claims, demands, causes of action, suits, expenses, liabilities, losses, damages, or injury of any kind, in law or equity, to property or persons, including wrongful death (collectively, "Indemnity Claims"), in any manner arising out of, pertaining to, or incident to any negligent act, error or omission, intentional misconduct, or breach of this Agreement by Contractor, its officials, officers, employees, subcontractors, contractors, or agents in connection with the performance of the Services, or this Agreement, including attorneys' fees and costs, including expert witness fees. Contractor's duty to indemnify does not extend to the Indemnity Claims caused by OCERS' sole negligence or willful misconduct.

Contractor shall immediately defend, with legal counsel reasonably agreed to by OCERS and at Contractor's own cost, expense, and risk, any Indemnity Claims; excluding, however, such claims arising from OCERS' sole negligence or willful misconduct. Contractor shall control the defense or settlement of any such action, except that Contractor will not have the right to settle or compromise the claim without the consent of OCERS. Contractor shall pay and satisfy any judgment, award, or decree that may be rendered against OCERS or its Board members, officials, officers, employees, volunteers, and agents as part of any Indemnity Claim(s). Contractor shall also reimburse OCERS for the cost of any settlement paid by OCERS or its Board members, officials, officers, employees, agents, or volunteers as part of any Indemnity Claim. Such reimbursement shall include payment for OCERS' attorneys' fees and costs, including expert witness fees. Contractor's obligation to defend and indemnify shall survive expiration or termination of this Agreement, and shall not be restricted to insurance proceeds, if any, received by OCERS, its Board, officials, officers, employees, agents, or volunteers.

Notwithstanding the foregoing, to the extent the Services are subject to Civil Code

Section 2782.8, the above indemnity and duty to defend shall be limited, to the extent required by Civil Code Section 2782.8, to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Contractor.

2.7 Insurance

2.7.1 Time for Compliance. Contractor shall not commence work under this Agreement until it has provided evidence satisfactory to OCERS that it has secured all insurance required under this Section 2.7. In addition, Contractor shall not allow any subcontractor to commence work on any subcontract until Contractor has provided evidence satisfactory to OCERS that the subcontractor has secured all insurance required under this section. Failure to provide and maintain all required insurance shall be grounds for the OCERS to terminate this Agreement for cause.

2.7.2 Minimum Requirements. Contractor shall, at its expense, procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Agreement by the Contractor, its agents, representatives, employees, or subcontractors. Contractor shall also require all of its subcontractors to procure and maintain the same insurance for the duration of the Agreement. Such insurance shall meet at least the following minimum levels of coverage:

(a) Commercial General Liability. These policies shall include OCERS, and its board members, officers, agents, and employees, as an additional insured on a blanket basis and be primary and not contributory to any policy maintained by OCERS. Contractor shall maintain limits no less than two million dollars (\$2,000,000) per occurrence, or the full per occurrence limits of the policies available, whichever is greater, for bodily injury, personal injury, and property damage.

(b) Automobile Liability. Business automobile liability insurance insuring all owned, non-owned, and hired automobiles, in the amount of one million dollars (\$1,000,000) combined single limit per accident for bodily injury and property damage.

(c) Workers' Compensation and Employer's Liability Insurance. Contractor shall maintain Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance in an amount no less than one million dollars (\$1,000,000) per accident for bodily injury or disease. The insurer shall agree to waive all rights of subrogation against OCERS, its Board of Trustees, officials, officers, employees, agents, and volunteers for losses paid under the terms of the insurance policy which arise from work performed by the Contractor.

(d) Professional Liability. Contractor shall procure and maintain, and require its subcontractors to procure and maintain, for a period of five (5) years following the termination or expiration of this Agreement, errors and omissions liability insurance appropriate to their profession covering Contractor's wrongful acts, negligent actions, errors, or

omissions. The retroactive date (if any) is to be no later than the effective date of this Agreement. Contractor shall purchase a one-year extended reporting period: i) if the retroactive date is advanced past the effective date of this Agreement; ii) if the policy is canceled or not renewed; or iii) if the policy is replaced by another claims-made policy with a retroactive date subsequent to the effective date of this Agreement. Such insurance shall be in an amount not less than two million dollars (\$2,000,000) per claim.

(e) Fidelity Insurance. Contractor shall procure and maintain a comprehensive fidelity insurance policy. Such fidelity insurance coverage shall include employee dishonesty coverage in an amount not less than five million dollars (\$5,000,000) per occurrence and shall contain a deductible no greater than ten thousand dollars (\$10,000). Any such deductible shall be paid solely by Contractor.

(f) Excess Liability. The limits of insurance required in this Agreement may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess coverage shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of OCERS (if agreed to in a written contract or agreement) before OCERS's own primary or self-insurance shall be called upon to protect it as a named insured. The policy shall be endorsed to state that OCERS, its Board, officials, officers, employees, agents, and volunteers shall be covered as additional insured. The coverage shall contain no special limitations on the scope of protection afforded to OCERS, its Board, officials, officers, employees, agents, and volunteers.

2.7.3 All Coverages. The general liability and automobile liability policy shall include or be endorsed to state that: (1) OCERS, its Board, officials, officers, employees, agents, and volunteers shall be covered as additional insured with respect to work by or on behalf of the Contractor, including materials, parts, or equipment furnished in connection with such work; and (2) the insurance coverage shall be primary insurance as respects the OCERS, its directors, officials, officers, employees, agents, and volunteer, or if excess, shall stand in an unbroken chain of coverage excess of the Contractor's scheduled underlying coverage. Any insurance or self-insurance maintained by OCERS, its Board members, officials, officers, employees, agents, and volunteers shall be excess of the Contractor's insurance and shall not be called upon to contribute with it in any way.

(a) The insurance policies required above shall contain or be endorsed to contain the following specific provisions:

(i) The policies shall contain a waiver of transfer rights of recovery ("waiver of subrogation") against OCERS, its Board members, officers, employees, agents, and volunteers, for any claims arising out of the work of Contractor.

(ii) Policies may provide coverage which contains deductible or self-insured retentions. Such deductible and/or self-insured retentions shall not be applicable with respect to the coverage provided to OCERS under such policies. Contractor shall be solely responsible for deductible and/or self-insured retention and OCERS, at its option, may

require Contractor to secure the payment of such deductible or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit. The insurance policies that contain deductibles or self-insured retentions in excess of \$25,000 per occurrence shall not be acceptable without the prior approval of OCERS.

(iii) Prior to start of work under this Agreement, Contractor shall file with OCERS evidence of insurance as required above from an insurer or insurers certifying to the required coverage. The coverage shall be evidenced on a certificate of insurance signed by an authorized representative of the insurer(s).

(iv) Each policy required in this section shall contain a policy cancellation clause that provides the policy shall not be cancelled or otherwise terminated by the insurer or the Contractor or reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to OCERS, Attention: **Jim Doezie, Contracts Administrator**

(v) Insurance required by this Agreement shall be placed with insurers licensed by the State of California to transact insurance business of the types required herein. Each insurer shall have a current Best Insurance Guide rating of not less than A: VII unless prior approval is secured from OCERS as to the use of such insurer.

(vi) Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

2.7.4 Reporting of Claims. Contractor shall report to OCERS, in addition to Contractor's insurer, any and all insurance claims submitted by Contractor in connection with the Services under this Agreement.

2.8 Termination of Agreement. OCERS may, by written notice to Contractor, terminate the whole or any part of this Agreement without liability to OCERS if Contractor fails to perform or breaches any of the terms contained herein. In addition, either Party may terminate this Agreement for any reason or for no reason on thirty (30) days' written notice to the other Party. Upon termination, Contractor shall be compensated only for those Services that have been performed and delivered to OCERS' satisfaction, and Contractor shall be entitled to no further compensation.

2.9 Ownership of Materials and Confidentiality.

2.9.1 Documents & Data; Licensing of Intellectual Property. This Agreement creates a non-exclusive and perpetual license for OCERS to copy, use, modify, reuse, or sublicense any and all copyrights, designs, and other intellectual property embodied in plans, specifications, studies, drawings, estimates, and other documents or works of authorship fixed in any tangible medium of expression, including but not limited to, physical drawings or data

magnetically or otherwise recorded on computer diskettes, which are prepared or caused to be prepared by Contractor under this Agreement ("Documents & Data"). Contractor shall deliver to OCERS on demand or upon the termination or expiration of this Agreement, all such Documents & Data which shall be and remain the property of the OCERS. If OCERS uses any of the data, reports, and documents furnished or prepared by Contractor for use in Services other than as shown on Exhibit A, Contractor shall be released from responsibility to third parties concerning the use of the data, reports, and documents. Contractor may retain copies of the materials. OCERS may use or reuse the materials prepared by Contractor without additional compensation to Contractor.

2.9.2 Confidential Information. Any financial, statistical, personal, technical, and other data and information relating to a Party's operations which are made available to the other Party in order to carry out this Agreement shall be reasonably protected by such other Party from unauthorized use, except to the extent that disclosure thereof is required to comply with applicable law, including the California Public Records Act. The disclosing Party shall identify all confidential data and information at the time it is provided. Confidentiality does not apply to information which is known to a receiving Party from other sources, which is otherwise publicly available, or which is required to be disclosed pursuant to an order or requirements of a regulatory body or a court.

2.9.3 Customer Data. Contractor acknowledges that it may receive confidential information from OCERS or otherwise in connection with this Agreement or the performance of the Services, including personally identifiable information of OCERS' customers ("Customer Data"). Except for information in the public domain, unless such information falls into the public domain by disclosure or other acts of OCERS or through the fault of OCERS, Contractor agrees:

- (a) To maintain Customer Data in confidence;
- (b) Not to use Customer Data other than in the course of this Agreement;
- (c) Not to disclose or release Customer Data except on a need-to-know only basis;
- (d) Not to disclose or release Customer Data to any third person without the prior written consent of OCERS, except for authorized employees or agents of Contractor;
- (e) To promptly notify OCERS in writing of any unauthorized release of confidential information, including Customer Data;
- (f) To take all appropriate action, whether by instruction, agreement or otherwise, to ensure that third persons with access to the information under the direction or control or in any contractual privity with Contractor, do not disclose or use, directly or indirectly, for any purpose other than for performing the Services during or after the term of this Agreement, any

confidential information, including Customer Data, without first obtaining the written consent of OCERS;

- (g) Upon request by OCERS and upon the termination or expiration of this Agreement for any reason, Contractor shall promptly return to OCERS all copies, whether in written, electronic, or other form or media, of Customer Data in its possession or in the possession of its employees or agents, or securely dispose of all such copies, and certify in writing to OCERS that such Customer Data has been returned to OCERS or disposed of securely; and
- (h) That the requirements in this Section 2.9.3 shall survive the expiration or termination of this Agreement.

2.9.4 Disclosure. Except as may be required by applicable law, neither Party shall make any disclosure of any designated confidential information related to this Agreement without the specific prior written approval from the other of the content to be disclosed and the form in which it is disclosed, except for such disclosures to the Parties' financing sources, other secured parties, creditors, beneficiaries, partners, members, officers, employees, agents, consultants, attorneys, accountants, and exchange facilitators as may be necessary to permit each Party to perform its obligations hereunder and as required to comply with applicable laws or rules of any exchange upon which a Party's shares may be traded. Notwithstanding the foregoing, nothing contained herein shall be deemed to restrict or prohibit OCERS from complying with applicable law regarding disclosure of information, including the California Public Records Act.

2.9.5 Publicity. Contractor shall not use OCERS' name or insignia, photographs of OCERS property, or any publicity pertaining to the Services in any advertisement, magazine, trade paper, newspaper, television, or radio production, or other similar medium without the prior written consent of OCERS.

2.10 Subcontracting/Subconsulting.

2.10.1 Prior Approval Required. Contractor shall not subcontract any portion of the work required by this Agreement, except as expressly stated herein, without prior written approval of OCERS. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement. Contractor will be solely responsible for the payment of all subcontractors and other third parties engaged by or through Contractor to provide, perform, or assist in the provision and delivery of the Services.

3. General Provisions.

3.1.1 Notices. All notices permitted or required under this Agreement shall be given to the respective Parties at the following address, or at such other address as the respective Parties may provide in writing for this purpose:

OCERS:

Contractor:

Orange County Employees Retirement System
PO Box 1229
Santa Ana, CA 92701
Attention: Jim Doezie
e-mail: jdoezie@ocers.org

Such notice shall be deemed made when personally delivered or when mailed, upon deposit in the U.S. Mail, first class postage prepaid and registered or certified addressed to the Party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

3.1.2 Equal Opportunity Employment. Contractor represents that it is an equal opportunity employer and it shall not discriminate against any subcontractor, employee, or applicant for employment because of race, religion, color, national origin, ethnic group identification, mental disability, physical disability, medical condition, genetic information, marital status, ancestry, sex, gender, sexual orientation, gender identity, gender expression, age, or military and veteran status. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, or termination.

3.1.3 Time of Essence. Time is of the essence for each and every provision of this Agreement. The acceptance of late performance shall not waive the right to claim damages for such breach nor constitute a waiver of the requirement of timely performance of any obligations remaining to be performed.

3.1.4 OCERS' Right to Employ Other Contractors. OCERS reserves the right to employ other contractors in connection with the Services.

3.1.5 Successors and Assigns. This Agreement shall be binding on the successors and assigns of the Parties.

3.1.6 Assignment or Transfer. Contractor shall not assign, hypothecate, or transfer, either directly or by operation of law, this Agreement or any interest herein without the prior written consent of OCERS.

3.1.7 Amendment. This Agreement may not be altered or amended except in a writing signed by both Parties.

3.1.8 Waiver. All waivers under this Agreement must be in writing to be effective. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition.

3.1.9 No Third Party Beneficiaries. There are no intended third party beneficiaries of any right or obligation assumed by the Parties.

3.1.10 Invalidity; Severability. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

3.1.11 Governing Law; Venue. This Agreement shall be governed by the laws of the State of California. The exclusive venue for any dispute arising out of or relating to this Agreement shall be in Orange County, California.

3.1.12 Attorneys' Fees. If either Party commences an action against the other Party, either legal, administrative, or otherwise, arising out of or in connection with this Agreement, the prevailing party in such litigation shall be entitled to have and recover from the losing party reasonable attorneys' fees and all other costs of such action.

3.1.13 Authority to Enter Agreement. Contractor has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.

3.1.14 Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.

3.1.15 Integration. This Agreement represents the entire understanding of OCERS and Contractor as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered hereunder. Neither Party shall be deemed to be the drafter of this Agreement and no presumption for or against the drafter shall be applicable in interpreting or enforcing this Agreement.

3.1.16 Interpretation. This Agreement has been negotiated at arm's length and between parties sophisticated and knowledgeable in the matters dealt with in this Agreement. Each Party has been represented by experienced and knowledgeable legal counsel. Accordingly, any rule of law (including, without limitation, California's Civil Code Section 1654) or legal decisions that would require interpretation of any ambiguities in this Agreement against the party that has drafted it shall not be applicable and are hereby waived. The provisions of the Agreement shall be interpreted in a reasonable manner to effectuate the purpose of the Parties and this Agreement.

3.1.17 Precedence. In the event of any conflict, inconsistency, or ambiguity between the terms and conditions in the main body of this Agreement and the terms and conditions in any exhibit, the main body of this Agreement shall control. This Agreement and all attached exhibits will be construed to be consistent, insofar as reasonably possible. When interpreting this Agreement, precedence shall be given to its respective parts and amendments in the following descending order:

- (a) Amendments to this Agreement entered into pursuant to Section 3.1.7 herein.

- (b) This Agreement.
- (c) Exhibit A: Scope of Services, Exhibit B: Fee Schedule, and Exhibit C: Key Personnel.
- (d) OCERS Request for Proposal dated [REDACTED], attached as Exhibit "D".
- (e) Contractor's Response to OCERS Request for Proposal, attached as Exhibit "E".

IN WITNESS WHEREOF, the Parties hereby have caused this Agreement to be executed on the Effective Date:

APPROVED:

APPROVED:

OCERS

[CONTRACTOR]

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

By: _____

Name: _____

Title: _____

EXHIBIT A SCOPE OF SERVICES

Starting on the Effective Date, and continuing during the Term, Contractor will perform the Services in accordance with the terms of the Agreement. The Services consist of:

17. Act as the Owner's representative on behalf of OCERS from the start of planning, including the needs assessment, planning and programming, through the design and construction phases through building occupancy and punch list completion.
18. Act as the Owner's advisor and provide design and construction consulting and assist OCERS with identifying project challenges and constraints prior to design and construction commencing as well as when they occur.
19. Provide professional advice and recommendations on how OCERS can most effectively and timely complete the design and construction of the Project through one or more delivery method options in a simple, transparent and easily understood manner for communication to OCERS' various stakeholders.
20. Provide professional analysis, assessment, and projections of cost savings achieved through energy-efficient design features.
21. Provide value engineering of alternate methods and building systems and provide detailed analysis of options for review and approval by OCERS throughout the Project duration.
22. Advise on how best to solicit and procure the additional design/construction contracts necessary to complete the Project and the timing of such to achieve least cost and maximum efficiency.
23. Under the direction of OCERS, provide/arrange for the preparation, advertisement, evaluation process(es) and provide recommendations for all necessary design professionals, subconsultants, contractors, vendors, and suppliers work packages for competitive procurements consistent with OCERS standard policies and all applicable laws.
24. Provide schedules, supporting documents, cost validations, and/or detailed analysis to support the project scope, schedule, budget, design, or sub-contracts and other recommendations. In addition, provide independent verification of all such information provided by design and construction team related to these same Project deliverables from those entities.
25. Provide/Arrange for OCERS to solicit, procure, and manage all A&E and/or other specialized services necessary to prepare the documents and engineering studies (geotechnical, pavement structural sections, hydraulics and hydrology, water demand, sewer demand, trip generation, cultural resources, WQMP, A.I.C., Initial Study, Use Permits, etc.) required by the City and/or other applicable governing agencies to secure City Planning Commission approval. The selected OR/PM firm may propose to self-perform and/or provide portions of such services through a sub-consultant to the extent permissible by applicable law.
26. Represent OCERS at community and city meetings.
27. Coordinate with Verizon Wireless to incorporate relevant information, including the preparation, processing, and approval of easement documents, of their cell tower relocation work onto the Project's site plans, environmental documents, etc.
28. Provide/Arrange for OCERS to solicit, procure, and manage all construction services necessary to

complete the Project, including, but not limited to advising, assisting, and coordinating construction activities necessary to move the project from commencement of construction to punch list completion through the achievement of plant and landscaping maintenance

29. Prepare monthly update progress reports.
30. Present progress reports to OCERS' Building Committee and/or the Board of Retirement as requested
31. Prepare final reports.
32. Provide/Arrange for OCERS to enforce warranty, guarantee, and/or other post construction remedies necessary to ensure appropriate correction of any defective/incomplete/warranty repairs.

**EXHIBIT B
FEE SCHEDULE**

1. **Fees and Expenses.** Contractor agrees to accept the compensation set forth in this Exhibit B as full payment for performing all Services, including all staffing and materials required, for any reasonably unforeseen difficulties which may arise or be encountered in the execution of the Services, for risks connected with the Services, and for performance by Contractor of all its duties and obligations under the Agreement. OCERS will pay the following fees in accordance with the provisions of this Agreement:

- [REDACTED]

- *The total compensation shall not exceed XXX Dollars (\$XXX.00) without written approval by OCERS.*

- *[provision for expense reimbursement]*

2. **Payment Terms – Payment in Arrears:** Invoices are to be submitted in arrears to OCERS unless otherwise directed in this Agreement. Payment by OCERS will be net thirty (30) days after receipt and approval of an invoice in a format acceptable to OCERS.

3. **Payment – Invoicing Instructions:** Contractor will provide an invoice on the Contractor’s letterhead for services rendered under this Agreement. Each invoice will have a number and will include the following information:

- a. Contractor’s name and address
- b. Contractor’s remittance address, if different from item #1 above
- c. Contractor’s Taxpayer ID Number
- d. Name of OCERS Agency/Department
- e. Delivery/service address
- f. Agreement number
- g. Agency/Department’s Account Number
- h. Date of invoice
- i. Description and price of services provided
- j. Sales tax, if applicable
- k. Freight/delivery charges, if applicable
- l. Total

Invoice and support documentation are to be forwarded to:

Orange County Employees Retirement System
2223 E. Wellington Avenue
Santa Ana, CA 92701
Attention: Accounts Payable
Email: Accountspayable@ocers.org

EXHIBIT C
KEY PERSONNEL

Exhibit D
Request for Proposal

Exhibit E
Response to Request for Proposal

**Answers to Questions Submitted
As of May 17, 2023**

Q1: Per page 9 of the RFP, respondents shall include their fee proposal within a separate file and upload to Planetbids separately. However, upon reviewing the upload fields currently available in Planetbids, there is only one file upload option which would prohibit the requested "second" upload of a fee proposal. Does OCERS plan on adding a second upload field to Planetbids in time for 6/16 submission? Thank you.

A1: The OCERS PlanetBids portal will be updated with a link/field to upload the fee proposal.

Q2: The RFP specifically states that the cost of the consultant's efforts in working with OCERS audit team should be made an integral part of the proposed fees. Given that this specific effort and scope is undefined, we suggest that OCERS provide an allowance amount which each proposer can include in their respective fee proposals as a line item placeholder. Please advise.

A2: See Addendum No. 1.

Q:3 The RFP states that one of the goals of OCERS is to expedite overall project delivery. It's also been requested that each proposer prepare a proposal which is based logically on a specific project schedule. Each form of project delivery will necessarily have different schedule duration, and therefore different fee structures. How would OCERS suggest proposers structure their fee proposals given that there is no form of project delivery yet selected and therefore no corresponding schedule yet established? Suggestion: Given these variables, OCERS might consider amending the RFP to simply ask for an hourly rate sheet by category of staff member from each proposer. Once a team is selected, the team will work on an hourly basis with OCERS until such time as a project delivery method has been determined. At that time, a project schedule can be developed, and then a fee structure can be proposed and implemented.

A3: See Addendum No. 1.



**Owner’s Representative/Program Manager Services for
OCERS New Headquarters Project
Request For Proposals
Addendum No. 1**

Date: May 17, 2023

To: All Request For Proposals Holders

NOTICE is hereby given that certain portions of the Request For Proposals (RFP) for the above mentioned Project have been revised and amended as indicated below. No other portions of the RFP is affected by this Addendum No. 1. The June 16, 2023 Proposal submittal deadline remains unchanged.

The revisions are:

I. Section 7: Proposal Requirements

Submittal Content Requirements

- 1. The Item “Provide a proposed schedule for the entire Project including all major milestones beginning with Owner’s Rep contract execution through punch list completion and any warranty period with an emphasis on achieving occupancy by OCERS as soon as reasonably possible.” is hereby revised as follows:

“Provide a probable **Design-Build** schedule for the **demolition and removal of the existing medical office building and the planning, design, entitlement, and construction of a new 80,000 SF office building on the Tustin Property**. The Schedule shall include all major milestones beginning with Owner’s Rep contract execution through punch list completion and any warranty period with an emphasis on achieving occupancy by OCERS as soon as reasonably possible.”

II. Section 7: Proposal Requirements

Submittal Content Requirements

Fee Proposal

- 1. Add to this Section with “**Include a \$20,000 allowance for the OCERS audit work.**”

III. Section 7: Proposal Requirements

Submittal Content Requirements

Fee Schedule

- 1. Replace the Item “Being the Project will span multiple years, it is encumbered upon the respondents to indicate on the Fee Schedule the calendar year(s) for which the listed rates are effective. If no effective year(s) is/are indicated, it will be agreed upon by the respondent that the listed rates apply to the entire Project duration and no cost adjustment(s) will be requested.” in its entirety with:

“**The Fee Schedule shall also include the hourly rate for all positions that are expected to contribute on this Project. If no effective year(s) is/are indicated, it will be agreed upon by the respondent that the listed rates apply to the entire Project duration and no cost adjustment(s) will be requested.**”



**Owner's Representative/Program Manager Services for
OCERS New Headquarters Project
Request For Proposals
Addendum No. 2**

Date: June 1, 2023

To: All Request for Proposals Holders

NOTICE is hereby given that certain portions of the previously amended Request for Proposals (RFP) for the above mentioned Project are further clarified by the below Q/A. The June 16, 2023 Proposal submittal deadline remains unchanged.

Q1: "In Addendum 1, the fee schedule was changed to be a "Design Build" delivery method which would require the proposing firms to bring an Architect and their Engineering team as part of this proposal in order to provide an accurate number. Is it the intent of OCERS to utilize a "Design Build" delivery method? Without the proper programming/basis of design criteria is difficult to ensure all engineering and architectural scopes are covered. Would OCERS be open to changing the fee proposal to the design bid build delivery method in order to ensure that the scope of services is covered, and the fee proposals will be closer to compare more accurately?"

A1: As a final clarification on all questions related to delivery method all proposers are instructed to treat any reference to "Design-Build" or any other delivery method in the RFP and/or any other Addendum as simply for illustrative purposes only. As all proposers were previously reminded ***no final project delivery method has been or will be determined until after selection and award of this RFP and that the Owner's Representative will specifically be tasked with advising and making recommendations regarding delivery methods and procurement strategies as part of their scope of services.***

Proposers are further reminded to carefully review the RFP submission and evaluation criteria and note that OCERS main evaluation criteria focus on qualifications, experience and proposed methodology for this project, including how proposers intend to advise and assist OCERS in ultimately selecting and implementing one or more delivery methods.

Accordingly, proposers should provide both RFP and fee schedule responses that demonstrate how/why their proposal would be most advantageous to OCERS and the Project, including, but not limited to the goal of expedited Project delivery and building occupancy.

Q2: "While we are interested in proposing on this RFP, it is unclear if the RFP is set aside for previously pre-qualified firms, or if it is open to all interested firms such as ours."

A2: This RFP call is open to all interested in the upcoming OR/PM work.

Q3: "Have/will the Questions and Answers posted been updated?"

A3: Yes, all proposers are advised that the Questions posted to date have been responded to as of this Addendum. Any further written questions and/or inquiries received will not be answered individually at this time, and any such additional inquiries which are timely submitted will be formally added to the RFP in the form of one or more future written addenda to be posted in accordance with the RFP.

COUNTY OF ORANGE CIVIC CENTER



ORANGE COUNTY EMPLOYEES RETIREMENT SYSTEM (OCERS)

NEW HEADQUARTERS PROJECT

OWNER'S REPRESENTATIVE / PROGRAM MANAGER SERVICES ■ GRIFFIN STRUCTURES



Why Griffin Structures?

- ✓ 42 years as Owner's Representatives, Program and Construction Managers, headquartered in Orange County with projects spanning over 200 California cities and counties.
- ✓ Team leadership who led the successful delivery of the \$400M County of Orange Civic Center on schedule & \$8.1M under budget, proposed for your project.
- ✓ Demonstrated experience in providing Owner's Representation / Program Management for Design-Build and Progressive Design-Build projects with credentialed DBIA Associates included on our team.
- ✓ Extensive experience for-and-within the City of Santa Ana including the Santa Ana City Hall, Main Library & Ross Annex, Delhi Community Center, Santa Ana Children's Zoo, County of Orange Civic Center & Griffin Towers.
- ✓ Stewardship in establishing GMPs, entitlements and additional critical activities from the perspective of a developer.
- ✓ Extensive experience with innovative scheduling methodologies, energy efficient design management, cellular tower relocations, move / relocation management, and associated elements.

Table of Contents

1. Cover Letter & Strategic Considerations	1
2. Summary of the Proposer	4
3. Relevant Experience	6
4. Proposed Team	16
5. Approach	22
6. Schedule	25
7. Detailed Explanation for Specific Criteria	29
8. Appendix (includes Exhibits A & B)	35

CONFIDENTIAL

California Civil Code § 3426.1 (d); California Evidence Code section 1040 and 1060; California Government Code section 6254(k); Freedom of Information Act, 5 U.S.C. § 552(b)(4)

**DO NOT RELEASE WITHOUT GRIFFIN
STRUCTURES' CONSENT & REDACTIONS**

THANK YOU



I. COVER LETTER & STRATEGIC CONSIDERATIONS

COUNTY OF ORANGE CIVIC CENTER, SANTA ANA, CA

June 16, 2023

Orange County Employees Retirement System (OCERS)
PO Box 1229, Santa Ana, CA 92702

RE: Owner's Representative / Program Manager for the Orange County Employees Retirement System New Headquarters Project

Dear Mr. Doezie & OCERS Evaluation Committee,

Griffin Structures, celebrating 42 years of Owner's Representation, Program and Construction Management (PMCM), is pleased to submit our proposal to the Orange County Employees Retirement System (OCERS) for its New Headquarters Project. We are confident in our ability to work in close collaboration with OCERS to successfully shepherd this project towards cost and time efficient delivery, managing the process from pre-design to completion, while providing exceptional value to OCERS. We offer demonstrated expertise with all delivery methods and your exact project type, a team comprised of senior Program and Construction Managers, and a commitment to maximizing OCERS' investment from "concept to keys".

Our team is uniquely qualified to deliver this project given our diverse portfolio inclusive of nationally recognized administrative headquarters projects, both in the role as a public sector Owner's Representative / PMCMs as well as a P3 developers with demonstrated prior experience for many of the County's largest projects, including the \$400M County of Orange Civic Center, ongoing \$150M OCTA Headquarters, completed \$135M Design-Build SchoolsFirst Federal Credit Union Headquarters, and several public sector projects for the City of Santa Ana.

TO SUMMARIZE, WE OFFER THE FOLLOWING KEY BENEFITS:

- **Expedited Project Delivery:** We recognize the need for efficiency and expedited delivery in today's fast-paced environment. Our streamlined Progressive Design-Build process, proactive approach to problem-solving, and close collaboration with stakeholders enable us to meet aggressive timelines while ensuring project quality.
- **Comprehensive Management:** Our services encompass the entire project lifecycle, from pre-design to completion. We possess the expertise required to oversee pre-design, design, and construction, ensuring seamless coordination and quality adherence throughout the process.
- **Iterative Process:** We are committed to providing OCERS with an iterative process that allows for continuous feedback and refinement, ensuring their vision is effectively translated into tangible results. Our iterative approach fosters collaboration, adaptability, and the opportunity to deliver a solution that exceeds expectations.
- **Design-Build Expertise:** We have extensive experience in managing Design-Build and Progressive Design-Build projects, with several credentialed DBIA Associates within our ranks. Our team understands the unique challenges and benefits associated with this method of delivery, leveraging our knowledge of best practices, effectively mitigating risks and optimizing project outcomes.
- **Experienced & Qualified Team:** Our team consists of highly skilled professionals with a proven track record in delivering projects of similar scope, including the team who led the delivery of the \$400M County of Orange Civic Center. We possess the necessary qualifications, training, and technical expertise to provide only the greatest value in the quality of services we provide.
- **Budget & Schedule Adherence:** As an extension of your team, we are committed to upholding OCERS' budget and schedule as if it were our very own. Our meticulous cost control measures, effective project scheduling, and diligent monitoring ensure that the project remains on track without compromising quality.

Griffin Structures takes great pride in providing both competitive pricing, highly qualified professionals and goes to great measures to ask, "What is our true value-added proposition to OCERS?". The answer is, simply, our team. Our staff offer creative delivery options, solutions-based recommendations, and a true perspective of ownership that our competitors do not possess. This is our differentiator, and the meaning behind our pledge to provide **EXCELLENCE IN PROJECT DELIVERY**.

This proposal is valid for a period of 120 days following the submission of our proposal.

We look forward to working together,



Roger Torriero, CEO & Principal-In-Charge
(949) 497-9000 x210 | rtorriero@griffinholdings.net



Strategic Considerations

Griffin Structures goes to great lengths to research and understand the challenges and opportunities for every pursuit. As a result of this effort, we have prepared the following representative examples of strategic considerations to demonstrate our approach and illustrate the value we offer. These considerations are prepared in a hypothetical "question-and-answer" format for ease of reading.

What strategies can the project employ to accelerate the schedule to move OCERS into the new facility as quickly as possible?

We believe the best way for OCERS to accelerate this project is to utilize a Progressive Design-Build (PDB) delivery approach. This form of delivery allows for the acceleration of both the design and construction phases of the project, while also allowing OCERS to maintain complete design oversight and overall project control. By utilizing the approach, as described in more detail within our proposal, we believe the project can achieve significant savings in procurement times, design times, realize the advantages of early and creative procurement strategies, improve productivity in the field, and minimize unforeseen project delays. Combined, we believe this approach may provide time savings of as much as one year or more.

How can OCERS be confident the project team understands how to achieve the highest and best use of its assets?

Griffin Structures has a long history of active engagement with a wide spectrum of real estate services, and has the market understanding, real estate expertise, and programming acumen to provide OCERS with a comprehensive understanding of how to best position its assets. Utilizing our Strategic Services team (led by our Pre-Development Manager, Dustin Alamo), we will provide a variety of options to best determine how the existing property can be utilized, what elements are critical to achieving its long terms goals, and how to position OCERS for maximizing its return on investment.

Can you identify how might this project mitigate one key example of potential delays and cost overruns?

One of the most significant challenges facing any project right now is the impact of utility companies, particularly Southern California Edison. To mitigate this potential impact, we are prepared to oversee and manage the selection of a dedicated Dry Utility Consultant to produce an owner engineered service application in lieu of relying on SCE's engineering division. This approach will save the project considerable time (projected to be as much as 6 – 10 months) streamlining the necessary approval process. This will also provide the added benefit of providing certainty of certain cost components early in the project and also allow for early procurement of critical long lead items related to switchgear and infrastructure.



In what ways can the construction be phased to accelerate the schedule?

For large new construction projects such as this, it is often beneficial to separate the permit submissions into distinct packages. For this project we envision a (1) demolition, grading, and underground utility package, (2) core and shell package, (3) Interiors package, and (4) site improvements package. By undertaking the permitting and construction in this manner, the project will be able to begin construction earlier in the design process, allowing for demolition and underground improvements to be performed while the remaining packages are still in design and plan check. This will in turn accelerate the schedule and provide greater certainty of key site conditions which can be incorporated in packages to follow.

How does Griffin Structures differ in its approach to providing programming and needs assessment services?

As an expert in needs assessment and programming, we understand the importance of developing a space program which can be utilized as the foundation and basis for all work which follows. In the case of Griffin Structures, we possess a unique advantage that stems from our in-house analytic capability for needs assessments, which enables us to provide objective reviews of OCERS operations and translate them into spatial needs. We have the ability to gather comprehensive data on the organization's processes, workflows, and resource utilization, and analyze them in a spatial context. By leveraging this capability, we can identify specific spatial requirements and optimize the allocation of resources within the organization's physical infrastructure. This holistic approach not only ensures efficiency and cost-effectiveness but also enables us to design tailored solutions that align precisely with OCERS operational needs. This strategic advantage positions us as the go-to provider for needs assessment and programming, as no other competitor can offer the same level of in-depth analysis and spatial translation that we are able to provide.

By providing these critically important services, we are "first in". This gives Griffin an in-depth understanding of the genesis of the project and allows us to provide OCERS with well considered and highly informed options and variables relative to ultimate spatial needs and related costs well in advance of the commencement of actual design.

2. SUMMARY OF THE PROPOSER

SCHOOLSFIRST FEDERAL CREDIT UNION HEADQUARTERS, TUSTIN, CA



Introduction

Griffin Structures is a diversified Owner's Representative / Program, Project, and Construction Management firm serving public, institutional, non-profit, and private sectors. Founded in Orange County and headquartered in Irvine, our expertise is all-encompassing and includes a representative list of available services within the following page.

A unique aspect of our firm rests not only in our vast portfolio within the City of Santa Ana and County of Orange, but as public sector Owner's Representatives / Program Managers for nationally recognized projects such as the \$400M County of Orange Civic Center and additional reputable projects including Progressive Design-Build, Design-Build, and several other delivery methods.

Focused Areas of Work



Admin + Office

Our portfolio encompasses over 50 administrative facilities including the design, construction, and renovation, of office spaces, government facilities, and administrative buildings. These projects aim to create functional, efficient, and aesthetically pleasing work environments that support the operations of government departments and agencies.



Concept to Keys

Founded as a developer with an experienced roster of public sector Program and Construction Managers, we often shepherd projects from "concept to keys". From initial feasibility studies, program development, through design development and construction, we serve as an extension of the client to support a seamless journey and timely delivery on budget.



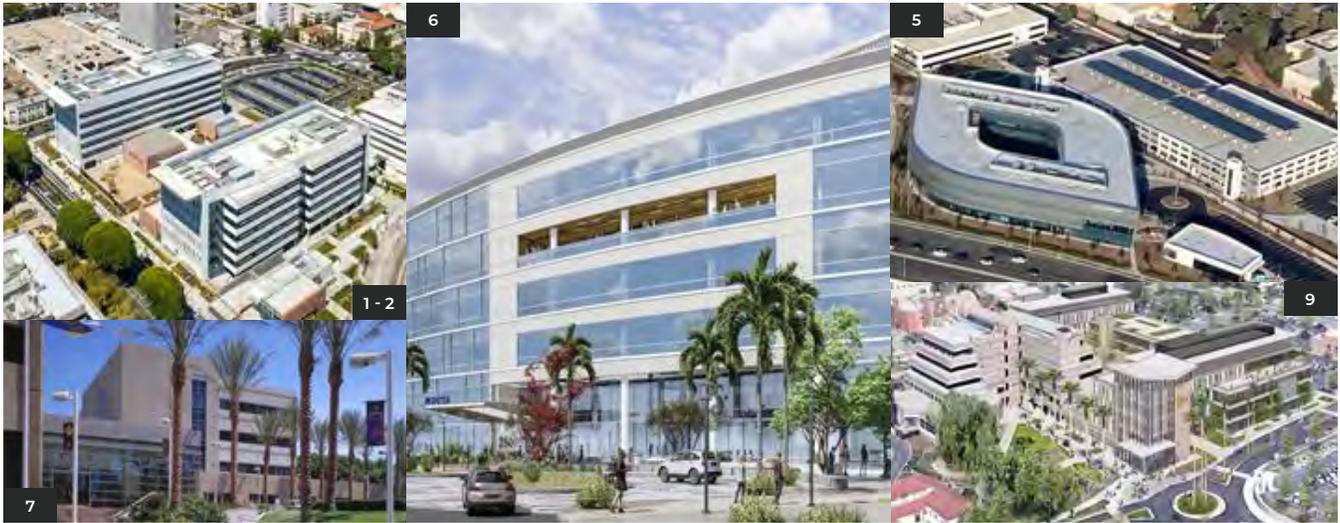
Local + OC Projects

Having recently completed the \$500M County of Orange Civic Center both under budget and ahead of schedule, we provide demonstrated experience for a number of local Orange County projects demonstrating our deep understanding of the specific needs and dynamics of the local community, as well as the entire public sector landscape within the state of California.



Alternate Delivery Methods

We have successfully managed projects of virtually every delivery method. From Design-Build, Design-Bid-Build to Public-Private Partnerships, we have adapted our approach to the unique requirements of each project. Our expertise enables us to effectively collaborate with stakeholders, streamline communication, and deliver outstanding results, regardless of delivery method.



Representative Experience (administrative + local)

- | | | |
|--|---|---|
| 1. County of Orange Administration North | 17. San Juan Capistrano City Hall & Housing | 33. Santa Ana (Ross Annex & Develop. Services Center) |
| 2. County of Orange Administration South | 18. Watsonville Civic Center | 34. Santa Ana Delhi Community Center & Community Park |
| 3. County of Orange Building 12 (Future Project) | 19. San Dimas Civic Center | 35. Triada at the Station District |
| 4. County of Orange Building 10 (Future Project) | 20. Hesperia Civic Center | 36. Griffin Towers |
| 5. SchoolsFirst Federal Credit Union Headquarters | 21. Eastvale Civic Center | 37. Crean Family Farm Santa Ana Zoo |
| 6. Orange County Transportation Authority Headquarters | 22. Rancho Palos Verdes Civic Center | 38. Samueli Academy |
| 7. Santa Ana City Hall Renovation / Ross Annex | 23. Rancho Cordova Mills Crossing Civic Center | 39. Discovery Cube Science Center |
| 8. Westminster Police Dept HQ & Additional Facilities | 24. Visalia Civic Center | 40. Great Park Ice & FivePoint Arena |
| 9. San Bernardino County Government Center | 25. Campbell Civic Center Additions (Library & Police Dept) | 41. Lake Forest Sports Park & Recreation Center |
| 10. San Bernardino County Public Defenders' Building | 26. Cupertino Interim City Hall | 42. Yorba Linda Library & Cultural Arts Center |
| 11. San Bernardino County High Desert Govt Center | 27. West Hollywood City Hall | 43. Newport Beach Marina Park Community & Sailing Ctr |
| 12. San Bernardino County Public Safety Ops Center | 28. Irvine Operations Support Facility | 44. Laguna Beach Community & Susi-Q Senior Center |
| 13. San Bernardino County Valley Communication Ctr | 29. Orange City Fire Dept Additions | 45. Fullerton Multigenerational Community Center |
| 14. San Bernardino County 222 Hospitality Building | 30. Salinas Civic Operations (Library & Police HQ) | 46. Irvine Transportation Center |
| 15. Stockton City Hall | 31. Pomona Water Resources Headquarters & Yard | 47. Laguna Beach Village Entrance |
| 16. La Canada Flintridge City Hall | 32. Tustin Water Department Administration HQ & EOC | 48. Irvine Great Park Framework Plan |

"Concept to Keys" Delivery



EXAMPLE: COUNTY OF ORANGE CIVIC CENTER

3. RELEVANT EXPERIENCE

SAN BERNARDINO COUNTY HIGH DESERT GOVERNMENT
CENTER & PUBLIC SAFETY OPERATIONS CENTER,
HESPERIA, CA



County of Orange Administration North

SANTA ANA, CA

CLIENT CONTACT

County of Orange; Mr. Frank Kim; County Executive Officer; (714) 834-4304; frank.kim@OC.gov.com

County of Orange; Mr. Thomas A. "Mat" Miller; Chief Real Estate Officer; (714) 834-2345; thomas.miller@ocgov.com

County of Orange; Ms. Michelle Aguirre, Chief Financial Officer; (714) 834-4304; michelle.aguirre@ocgov.com

RELEVANCY

Administrative Headquarters; Owner's Representative / Program Management Services; >250,000 SF; Deryl Robinson Project

COST CONTROL

Original: \$190,100,000 | Actual: \$195,900,000

Original scope was completed under budget. Additional scope and budget was added by Board of Supervisors

AWARDS

LEED Silver; Sustainable Design Award; APWA Regional Project of the Year; PCI Sustainable Design Award

DESCRIPTION

This \$400M Civic Center was successfully delivered utilizing Progressive Public-Private Partnership (P3) delivery, covering 17 acres, 16 County-owned buildings, 4,600 employees and more than 1.6 million SF of space. Griffin Structures, working with LPA Design Studios and Swinerton Builders, designed, built, and delivered the turn-key project using tax-exempt financing and a long-term lease structure.

The new Civic Center consolidates and reimagines the workplace for a dozen County departments, and significantly reduces the County's operating costs. The Civic Center design also reduces energy use by more than 76% from the AIA 2030 Commitment benchmark, primarily through passive design strategies. Located directly adjacent to the Administration South building on 645 N. Ross Street, the 365,621 SF Administration North building features mix of private offices, conference rooms, open-plan work areas and a new 300-seat board hearing room for the public to engage with the Board of Supervisors and County staff.

VIDEO





County of Orange Administration South

SANTA ANA, CA

CLIENT CONTACT

County of Orange; Mr. Frank Kim; County Executive Officer;
(714) 834-4304; frank.kim@OC.gov.com

County of Orange; Mr. Thomas A. "Mat" Miller; Chief Real Estate Officer; (714) 834-2345; thomas.miller@ocgov.com

County of Orange; Ms. Michelle Aguirre, Chief Financial Officer; (714) 834-4304; michelle.aguirre@ocgov.com

RELEVANCY

Administrative Headquarters; Owner's Rep / Program Management Services; >80,000 SF; Deryl Robinson Project

COST CONTROL

Original: \$155,200,000 | Actual: \$151,200,000

AWARDS

LEED Silver; Sustainable Design Award; APWA Regional Project of the Year; PCI Sustainable Design Award

DESCRIPTION

This \$400M Civic Center was successfully delivered utilizing Progressive Public-Private Partnership (P3) delivery, covering 17 acres, 16 County-owned buildings, 4,600 employees and more than 1.6 million SF of space. Griffin

Structures, working with LPA Design Studios and Swinerton Builders, designed, built, and delivered the turn-key project using tax-exempt financing and a long-term lease structure.

The new Civic Center consolidates and reimagines the workplace for a dozen County departments, and significantly reduces the County's operating costs. The Civic Center design also reduces energy use by more than 76% from the AIA 2030 Commitment benchmark, primarily through passive design strategies.

County Administration South is comprised of a 250,000 SF, six-story office building sited over two levels of subterranean parking. The turn-key facility houses the County's Public Works, Waste and Recycling, Treasurer-Tax Collector, Auditor-Controller, and Clerk-Recorder Departments, as well as a One Stop Shop, providing "walk up service" from 11 departments serving the County's constituents. The facility also features a new County Conference Center, complete with approximately 6,600 SF of conference and events space.

VIDEO





SchoolsFirst Federal Credit Union Headquarters

TUSTIN, CA

CLIENT CONTACT

SchoolsFirst Credit Union; Ms. Christina Quintero; Vice President of Real Estate; (714) 258-4000 x2028565; cqintero@schoolsfirstfcu.org

RELEVANCY

Administrative Headquarters; Owner's Representative / Program Management Services; >80,000 SF

COST CONTROL

Original: \$111,000,000 | Actual: \$135,000,000
Significant scope was added by the Owner including the construction of a previously unplanned first class video production and broadcast studio, build-out of 30,000 SF of space originally earmarked to be future shells, enhanced finishes and FF&E packages.

SCHEDULE CONTROL

Original: February 2021 | Actual: September 2021
The project was completed ~6 months later than original expected due to Owner added scope and AV equipment availability issues resulting from the COVID-19 pandemic.

DESCRIPTION

Griffin Structures served as the Program, Construction Manager and Owner's Representative for this \$127M Design-Build project. SchoolsFirst Federal Credit Union (SFFCU), the largest credit union in California, selected Griffin Structures to oversee the implementation of its sizeable corporate headquarters facility in Tustin and largest project undertaken by the SFFCU. The new three-story building encompasses 185,000 SF on a five-acre, corner parcel which also includes a 1,000-car parking structure.

The building features an elliptical shaped, glass curtain wall that faces an outdoor courtyard, encouraging people to socialize, exercise, and stay healthy. The curved, glass wall integrates the outdoors with the interior, maximizing daylighting and encouraging bright and luxuriant nature views.

VIDEO





San Bernardino County High Desert Government Center & Public Safety Operations Center

HESPERIA, CA

CLIENT CONTACT

County of San Bernardino; Mr. Terry Thompson; Director of Real Estate; (909) 387-5282; terry.thompson@res.sbcounty.gov

RELEVANCY

Administrative Headquarters; Owner's Representative / Program Management Services; >80,000 SF

COST CONTROL

Original: \$42,000,000 | Actual: \$41,000,000

AWARDS

LEED Gold; APWA Project of the Year, Buildings Division

DESCRIPTION

Griffin Structures served as Program and Construction Manager for this all-encompassing civic amenity. This 66,800 SF, two-story County office building is located within Hesperia's Civic Plaza and houses the First District Board of Supervisor's Office and multiple County departments including Agriculture, Assessor, Recorder, Land Use, Fire,

Human Resources, Environmental Services, Public Works, Registrar of Voters and Veterans Affairs. Built as an essential services facility, the structure of the building was seismically upgraded to withstand a catastrophic event.

Additionally, this facility achieved a LEED Gold certification for its design, construction, and building systems. One of the many sustainable features includes a grid-tied solar electric system integrated on both parking structure and roof-mounted arrays. The \$2.8 million, 286-kilowatt solar energy system is expected to reduce the Center's electricity consumption by 70 percent. It was funded with grants from the American Recovery and Reinvestment Act and the California Solar Initiative.

VIDEO





Hesperia Civic Center

HESPERIA, CA

CLIENT CONTACT

City of Hesperia; Mr. Michael Podegracz, PE; Retired City Manager; (949) 421-8447; mikepodegracz@caaprofessionals.com

RELEVANCY

Administrative Headquarters; Owner's Representative / Program Management Services; >80,000 SF

COST CONTROL

Original: \$33,300,000 | Actual: \$31,000,000

AWARDS

\$2.3M Under Budget

DESCRIPTION

This Griffin project included development of a new Civic Center featuring a 48,000 SF City Hall and 20,000 SF Library in an integrated plaza of 15 acres. Griffin managed the planning and design of this entire project and served as Project and Construction Manager for its delivery.

The library was funded by a California Library Grant, the application for which was developed under contract by Griffin. Griffin also managed the development of an overall area master plan for a 27 acre complex, including the Civic Plaza, an open-air theater, and park development.

The project cost for the recently completed Civic Plaza (including planning, design, construction, on-sites, off-sites, and master planning) was delivered on schedule and under budget and was selected for an American Public Works Association Honorable Mention award.



Orange County Transportation Authority (OCTA), Headquarters

ANAHEIM, CA

CLIENT CONTACT

Orange County Transportation Authority; Mr. Andrew Oftelie
Chief Financial Officer; (714) 560-5649; aoftelie@octa.net

RELEVANCY

Administrative Headquarters; Owner's Representative
/ Program Management Services; >150,000 SF; Deryl
Robinson Project

COST CONTROL

Original: \$150,000,000 | Actual: In-Progress

DESCRIPTION

Orange County Transportation Authority is in the process of developing a new ground-up 150,000 SF Class A office building to serve as a new office headquarters in the Platinum Triangle area of Anaheim, CA. This project will be developed by Trammel Crow Development as a build-to-suit, Snyder Langston will serve as the General Contractor, and Ware Malcomb will provide design services.

Although this project is not yet completed, we felt it pertinent to include with our submission given the similarities in scope, services provided, and local component.



Prior Complexities + Resolutions

1) DESIGN SOLUTIONS NO.1

On a recent project that utilized a Guaranteed Maximum Price (GMP) form of agreement, it was discovered that the geotechnical report required the over excavation, dry out, and re-compaction of the subgrade 11' below the bottom of footing and 5' beyond the perimeter of the building to mitigate extensive wet soils conditions. In the course of design, the team discovered this requirement would cost roughly \$1M dollars and would have an impact on the schedule of 4-8 months. Through careful analysis our team recommended the use of an aggregate pier subgrade reinforcement ("Stone Columns") rather than the over-excavation, dry out, and re-compaction system. In close coordination with the geotechnical engineer, structural engineer, Design-Build Contractor, and permitting authority, this alternate approach was adopted and resulted in a savings of \$600,000 and a savings of 6 months to the project schedule.

2) DESIGN SOLUTIONS NO.2

On many of our projects that involve high volume spaces (fire stations, gymnasiums, meeting spaces) we have found the use of Pre-Engineered Metal Building (PEMB) systems provide for cost savings and schedule acceleration. This solution involves issuing a solicitation to PEMB manufactures to provide design assist services to the Architect of Record to coordinate the integration of their design which allows for off site manufacturing of the steel systems. Given that the manufacturer is also the installer, this allows all shop drawings and steel procurement to be done while the project is still in the Construction Documents phase. By utilizing these systems, we have found steel production times can be cut by as much as three months.

3) PROCUREMENT SOLUTIONS

On a recent essential facility project we discovered there were highly complex back up power, audio visual, and low voltage cabling systems required for the project which needed to be integrated into the specialized furniture. Given that these furniture systems were owner provided, the integration effort was forecast to cause significant delays to the schedule. To mitigate this, our team executed a specialized RFP for these furniture systems and were able to bring them under contract while the project was still in design. This allowed the team to integrate the entire low voltage package with these furniture systems in a way that accelerated the project by four months.



4) PROGRAMMATIC SOLUTIONS

Throughout our many years in business, we've always successfully managed synchronizing programmatic requirements with available funding and related budget constraints. In some cases, this specific issue can cause time delays if not properly forecasted or if market conditions suddenly change (i.e. inflationary market). However, when faced with these issues, we look for opportunities to optimize the project including prioritizing programmatic requirements (essential vs non-essential elements), adjusting workstation requirements or amenity spaces, phasing considerations, leveraging real estate to create value (perhaps we can consolidate footprint and create sellable/developable land options for revenue generation), and the like.

5) UNANTICIPATED EVENT(S) SOLUTIONS

The City and project team overcame a myriad of challenges throughout the course of a highly coveted project, including a historically heavy rain period, global pandemic, local protests and two-month long union strike, as well as an industry-wide concrete shortage. Consistent and heavy rain persisted for two consecutive months at the first week of construction. The project site, which typically experienced less than three inches of rain was now ponding over five feet. After consistent meetings between the City, Contractor, Construction Manager, Design Team, and Subcontractors, the team initiated the pumping and removal of water, allowing the project to proceed.

The COVID-19 pandemic also directly impacted the workflow on-site, including changes to safety protocol, required actions for exposed personnel, and delays to material delivery. The project team held weekly meetings with key Subcontractors to coordinate and implement all changes, including adjustments to the schedule to accommodate material shortages in consultation with all parties. Thankfully, the onset of local protests and union Glazier strike was handled expeditiously and with minor impact as a result of the already present mitigation protocols taking place on-site due to COVID-19.

At the initiation of the site flatwork phase, a concrete shortage also occurred, requiring the immediate attention of the project team. Together, a series of meetings were held to identify an alternate supplier. Once approved, mockups of several mixes were shared, approved, and implemented swiftly. Although the delay was not completely eliminated, the ability of the project team to act quickly, allowed the project to get back on track for successful turnover.

Additional Representative Experience

PROJECT NAME	PROJECT DESCRIPTION	PROJECT DATA	REFERENCE	PROJECT PHOTO
San Bernardino County Public Defenders' Building San Bernardino, CA	This project provided a new home for the San Bernardino County Office of the Public Defender. The project included the demolition of the existing building and the construction of a new facility, with three levels of office space integrated over two levels of secure parking. Supporting the County in managing the Design-Build Entity on this project, Griffin Structures addressed critical infrastructure and building issues and performed extensive change order and schedule impact reviews.	Value: \$29M Relevancy: Administrative Headquarters; Design-Build	County of San Bernardino; Mr. Brenton Rankin; Project Manager III; (909) 387-5000; Brenton.rankin@res.sbcounty.gov	
Westminster Police Department HQ & Public Safety Training Center Westminster, CA	Griffin Structures served as Program and Construction Manager for the 38,000 SF Westminster Police Department Headquarters. The new facility consists of a 88,000 SF, three-story Police Building. The Police Department includes a jail, Emergency Operations Center, Training Room, Evidence, Forensics, Patrol, Investigations, Dispatch, Office of the Chief, and all related support services, and was constructed as an Essential Facility. This project also included the completion of the City's Public Safety Training Center.	Value: \$60M Relevancy: Cellular Tower; Administrative Facilities	City of Westminster; Mr. Marwan Youssef, P.E.; Retired City Manager; (714) 719-0516; youssef@uci.edu	
San Bernardino County, Valley Communications Center San Bernardino, CA	This new mission-critical facility will remain operational 365/24/7, under extreme conditions as the primary Emergency Operation Center (EOC) in the San Bernardino Valley. Delivered via the Design-Build procurement method, this comprehensive 80,000 SF building on the 6.85 acre site will be occupied by the Sheriff-Coroner, Office of Emergency Services, Fire, Emergency Medical, and Radio Management agencies.	Value: \$135M Relevancy: Cellular Tower; Administrative Headquarters	County of San Bernardino; Mrs. Rene Glynn; Supervising Project Manager, Real Estate Services; (909) 771-1223; rene.glynn@res.sbcounty.gov	
Watsonville Civic Center Watsonville, CA	Griffin managed the Watsonville Civic Center, four-story downtown complex consisting of 200,000 SF. Housed within the facility is a 42,000 SF library, city hall, and county courts. Also included as part of the project is an appurtenant 500 stall parking structure with integrated access from various levels to corresponding functions within the government building. The parking structure was delivered first, on time and under budget.	Value: \$90M Relevancy: Administrative Headquarters	City of Watsonville; Ms. Janet Davison; Redevelopment Director (Retired); (831) 558-5832; janetdavison@gmail.com	
Rancho Palos Verdes Civic Center Rancho Palos Verdes, CA	Following the completion of its master plan, the City of Rancho Palos Verdes is looking to redevelop its existing Civic Center into a new focal point of the community. Nestled adjacent within the Alta Vicente Nature Preserve, the new Civic Center will feature a community center, public plaza, Sheriff's substation, emergency operations center, public works maintenance yard, council chambers, helipad, amphitheater, café, dog park, trailhead facilities.	Value: \$150M Relevancy: Administrative Headquarters; Cellular Tower	City of Rancho Palos Verdes; Mr. Ara Mihanian; City Manager; (310) 544-5202; aram@rpvca.gov	
Eastvale Civic Center Eastvale, CA	Griffin Structures is providing Owner's Representative, Program, and Construction Management services for the new Civic Center to be located within the area of the Leal Master Plan. The civic hub will include a new City Hall, Library, Senior Center/Downtown Community Center, Police Station, Fire Station, associated outdoor space, and placemaking elements to establish a strong civic identity for the City.	Value: \$58M Relevancy: Administrative Headquarters	City of Eastvale; Mr. Mark Orme; City Manager; (951) 703-4424; morme@eastvaleca.gov	
Salinas Civic Facilities (Police HQ, Library & Family Center) Salinas, CA	Griffin served as the developer for the 70,800 GSF Public Safety Center Complex and El Gabilan Branch Library delivered via Public-Private Partnership (P3). The Police Headquarters includes three new buildings, library with learning spaces for children, teen and adults, community rooms, and a welcoming courtyard, and the ongoing Hebron Family Center to be delivered via Design-Build.	Value: \$84.1M Relevancy: Design-Build	Mr. Don Reynolds; Former Public Works Director, City of Salinas; City Manager, San Juan Bautista; (831) 623-4661; citymanager@san-juan-bautista.ca.us	
San Juan Capistrano Paseo Adelanto Mixed-Use Housing & City Hall San Juan Capistrano, CA	Griffin is assisting the City with the development of the new three-story, 50-unit apartment building with low-income/permanent supportive housing, as well as a new, two-story 16,338 SF City Hall. The existing City Hall will be demolished and replaced with new housing and city hall facilities. The City Hall will include a combination of offices, workstations, common areas, and supportive facilities to support the City's workforce, while the low-income/permanent supportive housing building will feature one manager unit and 49 housing units.	Value: \$60M Relevancy: Administrative Headquarters	City of San Juan Capistrano; Mr. Charlie View; Assistant City Manager; (949) 220-4467; cview@sanjuancapistrano.org	





DESIGN-BUILD (REPRESENTATIVE EXPERIENCE)

- | | | |
|---|--|--|
| 1. SchoolsFirst Federal Credit Union Headquarters | 8. Riverside ALIVE Convention Center Expansion | 15. McKinney International Airport |
| 2. County of Orange Civic Center | 9. OCTA Multiple Parking Facilities | 16. Rialto Police Department |
| 3. Great Park Ice & FivePoint Arena | 10. Rancho Santa Margarita Civic Center | 17. Cathedral City Fire Station No.411 |
| 4. Rancho Cordova Mills Crossing Civic Center | 11. Salinas Police Services Headquarters | 18. Salinas Hebbbron Family Center |
| 5. Visalia Civic Center | 12. Salinas El Gabilan Branch Library | 19. Cupertino Library Expansion |
| 6. SB County Public Defenders' Building | 13. Quartz Hill Library | |
| 7. SB County Valley Communication Center | 14. West Hollywood City Hall | |



CELLULAR TOWERS (REPRESENTATIVE EXPERIENCE)

- | | | |
|---|--|--|
| 1. Tustin Water Administration Building, Corporate Yard & Emergency Operations Center | 5. Buena Park Fire Station No.61 & Emergency Operations Center | 10. Inglewood Emergency Operations Center Renovation |
| 2. Visalia Emergency Comm. Center | 6. Buena Park Police Department Headquarters | 11. Covina Dispatch & Emergency Operations Center Pre-Development |
| 3. San Bernardino County Public Safety Operations Center | 7. Westminster Police Department Headquarters | 12. East Bay Regional Park District, Public Safety & Administrative Headquarters |
| 4. San Bernardino County Valley Communication Center | 8. Manhattan Beach Fire Station No.2 | 13. Rancho Palos Verdes Civic Center (Community Center, Plaza, EOC/Maintenance Yard, Council Chambers) |
| | 9. Rancho Santa Margarita Sheriff 's Substation | |



SUSTAINABLE DESIGN (REPRESENTATIVE EXPERIENCE)

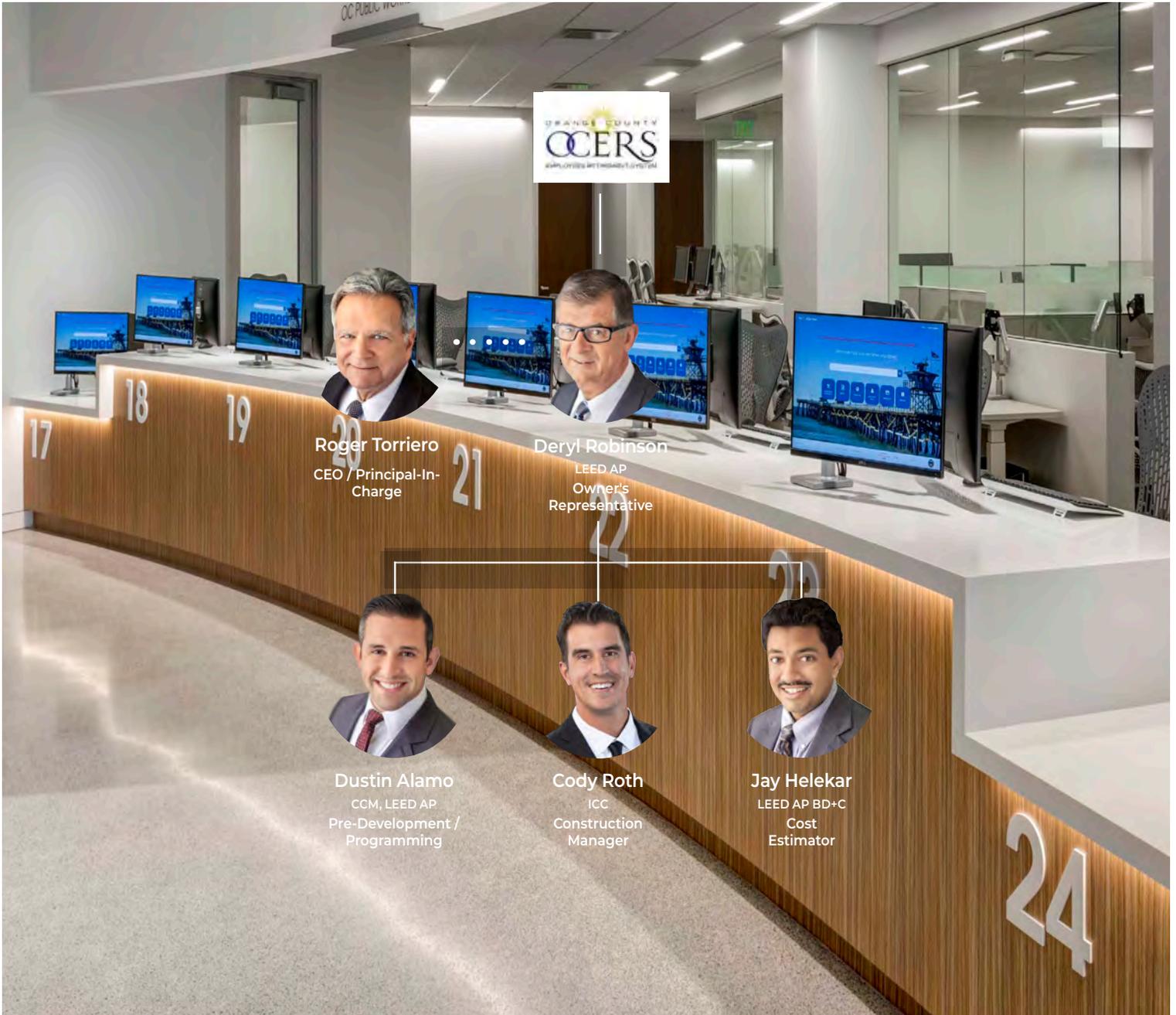
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| 1. County of Orange Civic Center (LEED Silver) | 5. Burlingame Community Center (Net Zero Energy) | 9. Quartz Hill Library (LEED Gold) |
| 2. Environmental Nature Center (Net Zero Energy) | 6. Half Moon Bay Library (Net Zero Energy) | 10. Quail Hill Community Center (LEED Gold) |
| 3. Environmental Nature Center (LEED Platinum) | 7. Westminster Police Dept HQ (LEED Platinum) | 11. Great Park Ice & FivePoint Arena (LEED Silver) |
| 4. Environmental Nature Center (AIA Top 10 COTE) | 8. Hesperia Civic Center (LEED Gold) | 12. Tustin Fire Station No.37 (LEED Silver) |

4. PROPOSED TEAM

GRIFFIN TOWERS, SANTA ANA, CA

Team Organization

We have included a highly experienced, comprehensive team to best serve OCERS for this project with Deryl Robinson serving as your key point-of-contact. Our team has collectively managed the completion of a multitude of relevant projects and will be engaged day one to manage all aspects contained within the RFQ. Our team will be comprised of the following individuals:





Roger Torriero

Chief Executive Officer &
Principal-In-Charge

EDUCATION

Master of Architecture,
Accademia di Belle Arti di Firenze, Italia

Bachelor of Architecture,
Syracuse University, New York

REGISTRATION

California Contractor License
#793600, Classes A & B

AFFILIATIONS

U.S. Green Building Council, Member

Urban Land Institute, Member

American Public Works Association National
Association of Industrial & Office Parks,
Member

Associated General Contractors of
America, Member

Construction Management Association of
America, Member

Design-Build Institute, Member

YEARS OF EXPERIENCE

49

QUALIFICATIONS

Roger focuses on the delivery of complex projects for both the private and public sector, including but not limited to; civic centers, city hall and administrative complexes, libraries, community/ senior centers, fire and police stations, and emergency operations centers. Roger has also led the pre-design, design, and construction for virtually all project types, including real estate development, finance, design, and construction. Roger provides Griffin with specialized expertise in the conceptualization and realization of challenging projects. He is an expert in forward planning, finance, entitlements, project delivery methodologies, and community-based participatory planning.

As Principal-In-Charge, Roger Torriero will provide executive-level oversight throughout the lifecycle of the project.

REPRESENTATIVE EXPERIENCE

County of Orange Civic Center, Santa Ana, CA

<i>County of Orange Admin North Building 12 (Future Project)</i>	<i>County of Orange Admin South Building 10 (Future Project)</i>
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SchoolsFirst Federal Credit Union Headquarters, Tustin, CA

Santa Ana City Hall Renovation & Ross Annex, CA

Westminster Police Department Headquarters & Public Safety Training
Center, CA

San Bernardino County, CA

<i>Government Center</i>	<i>Public Defenders' Building</i>
<i>High Desert Government Center</i>	<i>Public Safety Operations Center</i>
<i>Valley Communication Center</i>	<i>222 Hospitality Building</i>

Rancho Palos Verdes Civic Center, CA

Eastvale Civic Center, CA

Orange County Transportation Authority HQ Building, Anaheim, CA

Visalia Civic Center Phase 1 & 2, CA

Rancho Cordova Mills Crossing Civic Center, CA

Watsonville Civic Center, CA

Hesperia Civic Center, CA

Rancho Santa Margarita Civic Center, CA

San Dimas Civic Center, CA

West Hollywood City Hall, CA

La Canada Flintridge City Hall, CA

San Juan Capistrano City Hall, Paseo Adelanto Mixed-Use Housing, CA



Deryl Robinson

LEED AP

Owner's Representative

EDUCATION

Bachelor of Science,
California State University, Long Beach

REGISTRATION

Leadership in Energy Accredited
Professional (LEED AP)

AFFILIATIONS

U.S. Green Building Council, Member

YEARS OF EXPERIENCE

43

QUALIFICATIONS

With more than more 40 years of experience, Deryl is extremely knowledgeable in the areas of pre-construction, design management, and construction. Due to his involvement in all project phases, Deryl is extremely proficient in planning, organizing, and monitoring budgets and schedules from conceptual design through construction. He also has a proven record of leading the design team consultants, vendors, contractors, and construction personnel, ensuring the client's goals and objectives are successfully delivered.

As your Owner's Representative, Deryl will utilize his vast administrative HQ / Orange County experience to serve as the key OR contact for the City.

REPRESENTATIVE EXPERIENCE

County of Orange Civic Center, Santa Ana, CA

<i>County of Orange Admin North</i>	<i>County of Orange Admin South</i>
<i>Building 12 (Future Project)</i>	<i>Building 10 (Future Project)</i>

Eastvale Civic Center (City Hall, Library, Senior & Community Center, Police Station, Fire Station), CA

Orange County Transportation Authority HQ Building, Anaheim, CA

6 Polaris Office Building & Parking Structure, Aliso Viejo, CA

Griffin Towers, Santa Ana, CA

Westminster Police Department Headquarters & Public Safety Training Center, CA

Great Park Ice & FivePoint Arena, Irvine, CA

Apple Computer Regional Headquarters, Newport Beach, CA

AT&T Regional Headquarters, Irvine, CA

Unisys Regional Headquarters, Santa Ana, CA

Oakley Corporate Headquarters, Foothill Ranch, CA

Denny's Restaurant Regional Headquarters, Irvine, CA

Buena Park Fire Station No. 61, CA

Tustin Fire Station No. 37, Tustin, CA

Orange County Sheriff's Department Facility Restoration & Rehabilitation, Santa Ana, CA

Huntington Beach Senior Center, CA

Quail Hill Community Center, Irvine, CA

Buena Park Community Center, CA

Westminster Corporate Yard, CA

Tustin Water Admin Building, Corp Yard & Emergency Ops Center, CA

Stanton Corporate Yard, CA





Cody Roth

ICC

Construction Manager

EDUCATION

Santa Ana College, Fire Science Degree

Rio Hondo College, Fire Academy Graduate

Saddleback College, Various Building Inspector Courses

CERTIFICATIONS

International Code Council B-1 Building Inspection

International Code Council E-1 Electrical Inspection

International Code Council P-1 Plumbing Inspection

CAL OES Safety Assessment Program (ID#77558)

Orange County Stormwater Program

Various Certificates from the California Building Officials Training Institute (CALBO)

YEARS OF EXPERIENCE

14

QUALIFICATIONS

Cody Roth has a wealth of experience for a variety of public works projects, both as a Program/Construction Manager, and as former Public Works Inspector for multiple agencies throughout his career. His project background also includes horizontal infrastructure projects as well as vertical construction including administrative offices, municipal, commercial, medical, and residential new construction and/or renovation. Cody's building knowledge, attention to detail, superior customer service, and problem-solving skills all further contribute to his success as Program/Construction Manager and Inspector for Griffin Structures.

As Construction Manager, Cody Roth will be engaged as the project approaches construction, serving under the direct leadership of Deryl Robinson.

REPRESENTATIVE EXPERIENCE:

Tustin Council Chambers, CA

Hoag 3-Story Office Building, Tustin, CA (Public Works Inspector)

The Village at Tustin Legacy & Office Space (16 Buildings), CA (Public Works Inspector)

Bank of America & Office Space, Tustin, CA (Public Works Inspector)

Wagly Pet Campus & Office Space, Tustin, CA (Public Works Inspector)

Santa Clarita Canyon Country Community Center, CA

San Marino Community Center, CA

Tustin Main Library, CA

Esencia Sports Park Rancho Mission Viejo Co, CA

South Gate Urban Orchard, CA

Laguna Beach Village Entrance, CA

LANLT, Wishing Tree Park, Tustin, CA

Tustin Peppertree Park, CA

Laguna Beach Animal Shelter, CA (Public Works Inspector)

Greenwood @ Cal Atlantic & Brookfield, Tustin, CA (Public Works Inspector)

Serra by Shear Homes, Vista, CA (Public Works Inspector)

Avalon Apartments (12 Buildings), Vista, CA (Public Works Inspector)

Public Works Inspection for Multiple Commercial Clients (Bank of America, Multiple Restaurants)



Dustin Alamo
 CCM, LEED AP, DRE BROKER
 Pre-Development /
 Programming Manager

EDUCATION

Bachelor of Architecture, University of Colorado, Boulder

CERTIFICATIONS

Certified Construction Manager (CCM)

LEED Accredited Professional

State of California Licensed Real Estate Broker
 DRE #01930629

AFFILIATIONS

Construction Management Association of America, Member

U.S. Green Building Council, Member

YEARS OF EXPERIENCE

19

QUALIFICATIONS

Dustin Alamo's responsibilities include the executive management of all needs assessment and master planning projects ranging by facility type. Dustin is also skilled at developing long-term facility plans (ranging from \$10M to \$400M) utilizing his formal background in architecture. He understands the process and skill-set required for developing and building architectural programs, site plans, floor plans, elevations, and technical detailing.

With a formal background in architecture, Dustin is knowledgeable in aspects of design. He understands the process and skill-set required for developing and building architectural programs, site plans, floor plans, elevations, and technical detailing. Dustin is a Certified Construction Manager (CCM), LEED accredited professional and a licensed Real Estate Broker in the state of CA.

As a Pre-Development / Programming Manager, Dustin can offer vital insight and support during the earliest phases of project development.

REPRESENTATIVE EXPERIENCE

- County of Orange Civic Center, Santa Ana, CA
 - County of Orange Admin North* *County of Orange Admin South*
 - Building 12 (Future Project)* *Building 10 (Future Project)*
- San Juan Capistrano Paseo Adelanto Mixed-Use Housing & City Hall, CA
- San Bernardino County, CA
 - Government Center* *Public Defenders' Building*
 - High Desert Government Center* *Public Safety Operations Center*
 - Valley Communication Center* *222 Hospitality Building*
- Eastvale Civic Center (City Hall, Library, Senior & Community Center, Police Station, Fire Station), CA
- Rancho Palos Verdes Civic Center (Community Center, Plaza, EOC/ Maintenance Yard, Sheriff Substation, Council Chambers), CA
- F&A Credit Union Headquarters Pre-Development Services, CA
- La Canada Flintridge City Hall, CA
- Covina Civic Center Pre-Development Services, CA
- Cupertino 1045 Torre Avenue Building Renovation & Interim City Hall Pre-Development Services, CA
- Lake Forest Civic Center Pre-Development Services, CA
- Montebello City Hall Pre-Development Services, CA
- UC Santa Barbara Cabrillo Park Pre-Development Services, CA
- Watsonville Civic Center, CA
- Irvine Great Park Capital Improvement Program, CA





Jay Helekar

LEED AP
Cost Estimator

EDUCATION

Bachelor of Arts, Construction Management Engineering, California State University, Long Beach

CERTIFICATION

LEED Accredited Professional

AFFILIATIONS

U.S. Green Building Council, Member

YEARS OF EXPERIENCE

24

QUALIFICATIONS

Jay has extensive cost estimating experience on various municipal projects, including renovation and new construction. He has a unique perspective on the industry offering a mixed background as both a pre-construction manager and general contractor. He brings creative cost control skills to his work, including cost estimating, LEED analysis, value engineering, constructability reviews, master planning, and scheduling. He is also a skilled mediator, participating in change order preparation, validation, and negotiation.

Jay Helekar will provide cost estimating support to ensure the City's fiscal objectives are achieved.

REPRESENTATIVE EXPERIENCE

County of Orange Civic Center, Santa Ana, CA

<i>County of Orange Admin North Building 12 (Future Project)</i>	<i>County of Orange Admin South Building 10 (Future Project)</i>
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SchoolsFirst Federal Credit Union Headquarters, Tustin, CA

Westminster Police Department Headquarters & Public Safety Training Center, CA

San Bernardino County, CA

<i>Government Center</i>	<i>Public Defenders' Building</i>
<i>High Desert Government Center</i>	<i>Public Safety Operations Center</i>
<i>Valley Communication Center</i>	<i>222 Hospitality Building</i>

San Juan Capistrano Paseo Adelanto Mixed-Use Housing & City Hall, CA

Covina Civic Center Pre-Development Services, CA

Cupertino 1045 Torre Avenue Building Renovation & Interim City Hall Pre-Development Services, CA

Eastvale Civic Center (City Hall, Library, Senior & Community Center, Police Station, Fire Station), CA

Rancho Palos Verdes Civic Center (Community Center, Plaza, EOC/ Maintenance Yard, Sheriff Substation, Council Chambers), CA

F&A Credit Union Headquarters Pre-Development Services, CA

La Canada Flintridge City Hall, CA

Watsonville Civic Center, CA

Lake Forest Civic Center Pre-Development Services, CA

Montebello City Hall Pre-Development Services, CA

LINCOLN
PROPERTY
COMPANY

REQUEST FOR PROPOSALS FOR

**OWNER'S REPRESENTATIVE/PROGRAM MANAGER (PM) SERVICES
FOR THE NEW OCERS HEADQUARTERS BUILDING**

JUNE 15, 2023

June 15, 2023

Jim Doezie

Contracts, Risk & Performance Administrator
jdoezie@ocers.org
PO Box 1229, Santa Ana, CA 92702

RE: REQUEST FOR PROPOSALS FOR OWNER'S REPRESENTATIVE/PROGRAM MANAGER (PM) SERVICES FOR THE NEW OCERS HEADQUARTERS BUILDING

Dear Jim,

On behalf of Lincoln Property Company (LPC), we are pleased to submit our response to Orange County Employees Retirement System (OCERS) to provide Owner's Representative/Program Manager Services for OCERS New Headquarters Building Project. This is an incredible opportunity to deliver a new headquarters that will meet the work demands from the continued membership increase.

The development team will be led by **LINCOLN PROPERTY COMPANY** as the Owner's Representative. It is our intention to build out a team of industry experts to support in the execution of the development. Based on our knowledge of the market, experience with projects similar in scale and scope, and understanding of OCERS project vision, we are confident that our proposed team and approach will deliver significant value and ensure optimal results.

We will leverage our team's relevant experience and expertise to bring this vision to life, including:

- Prolific entitlement and development activity across the nation—with deep local relationships and insights to facilitate permitting
- Proven success planning, constructing, maintaining, and operating comparable projects
- Demonstrated experience collaborating with owners/stakeholders for seamless execution
- 6.5 million SF of recent development and repositioning experience—with an ownership mindset to mitigate risk
- \$4.9B in construction management activity—with innovative approaches to meet sustainability & diversity goals
- Proven success building diverse teams for all stages of development—engaging the best and brightest local talent
- Backed by a full-service, national platform to support our needs and ensure the Project's success

We have reviewed the RFP documentation and related materials; and we are confident in our ability to meet the requirements, achieve OCERS objectives, and exceed your expectations. Thank you for the opportunity to present our qualifications and experience delivering comparable projects across Southern California. We are excited about this development opportunity and look forward to the next steps in the process.



Parke Miller

Executive Vice President, Lincoln Property Company
949.333.2111 | pmiller@lpc.com

TABLE OF CONTENTS

1	Minimum Qualifications Certification	4
2	Proposal Cover Page and Check List	5
3	Summary of Line of Work	6
4	Similar Projects	8
5	Challenges and Resolutions	15
6	Our Approach	16
7	Personnel	17
8	Proposed Schedule	18
9	Assessment, Planning and Programming	19
10	Post-Completion Services	20
11	References	21
12	Conflicts of Interest	22
13	Litigation	22

Exhibit A MINIMUM QUALIFICATIONS CERTIFICATION

All firms submitting a proposal in response to this RFP are required to sign and return this attachment, along with written evidence of how the respondent meets each qualification.

The undersigned hereby certifies that it fulfills the minimum qualifications outlined below, as well as the requirements contained in the RFP.

Minimum Qualifications include:

1. Firm's experience on vertical construction OR/PM work on public works projects of similar size and scope.
2. Firm's ability and availability to begin work upon contract.
3. Firm's record of timely project delivery.

The undersigned hereby certifies that they are an individual authorized to bind the Firm contractually, and said signature authorizes verification of this information.



Authorized Signature

5/25/23

Date

Parke Miller, Executive Vice President

Name and Title (please print)

Lincoln Property Company

Name of Firm



PROPOSAL COVER PAGE AND CHECKLIST

Respondent Name: Lincoln Property Company

Respondent Address: 4041 MacArthur Blvd., Suite 500, Newport Beach, CA 92660

By submitting this response, the undersigned hereby affirms and represents that they have reviewed the proposal requirements and have submitted a complete and accurate response to the best of their knowledge. By signing below, I hereby affirm that the respondent has reviewed the entire RFP and intends to comply with all requirements.

Respondent specifically acknowledges the following:

1. Respondent possesses the required technical expertise and has sufficient capacity to provide the services outlined in the RFP.
2. Respondent has no unresolved questions regarding the RFP and believes that there are no ambiguities in the scope of services.
3. The fee schedule submitted in response to the RFP is for the entire scope of services and no extra charges or expenses will be paid by OCERS.
4. Respondent has completely disclosed to OCERS all facts bearing upon any possible interests, direct or indirect, that Respondent believes any member of OCERS, or other officer, agent, or employee of OCERS presently has, or will have, in this contract, or in the performance thereof, or in any portion of the profits thereunder.
5. Materials contained in the proposal and all correspondence and written questions submitted during the RFP process are subject to disclosure pursuant to the California Public Records Act.
6. Respondent is not currently under investigation by any state or federal regulatory agency for any reason.
7. Except as specifically noted in the proposal, respondent agrees to all of the terms and conditions included in OCERS Services Agreement.
8. The signatory below is authorized to bind the respondent contractually.

A handwritten signature in black ink, appearing to read "Parke Miller".

Parke Miller

Executive Vice President, Lincoln Property Company
949.333.2111 | pmiller@lpc.com

3

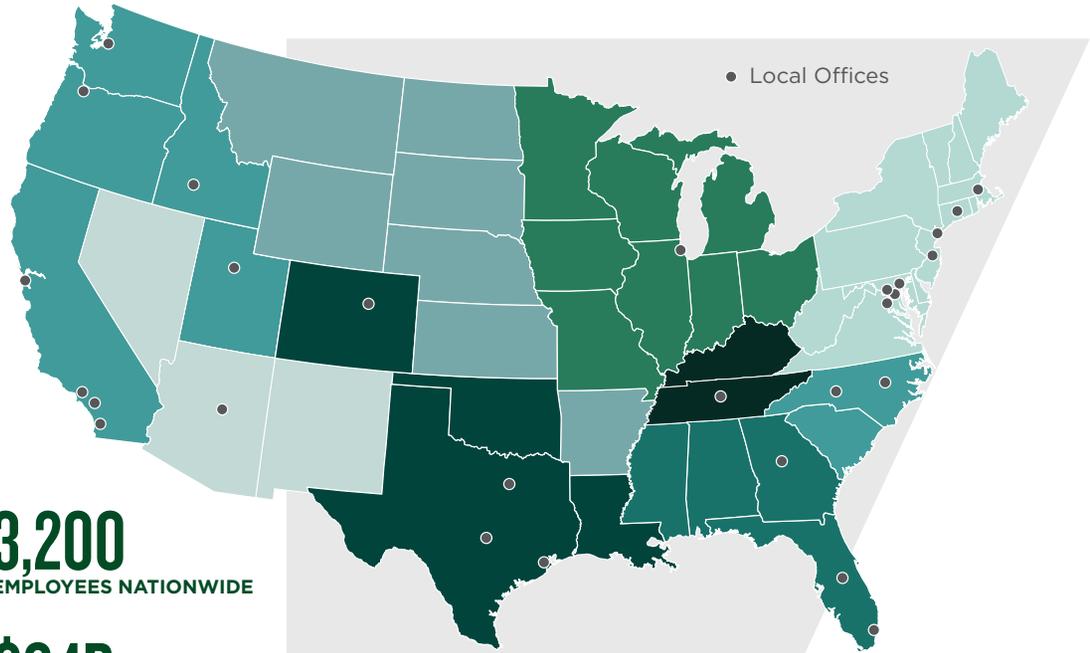
DEVELOPMENT & ENTITLEMENT EXPERTISE

LPC is a full-service real estate firm, ranking as one of the largest commercial real estate developers with decades of experience delivering office, industrial, retail, education, hotels, and mixed-used assets.

LPC has approximately 3,200 employees across 45 offices in the U.S. and overseas. The Orange County office is based in Irvine, proximate to OCERS headquarter location. The team has the ability to leverage the larger organization's 57+ years of experience, and experts across the nation, contributing to a best-in-class platform.

LPC has deep relationships that allow our team to successfully overcome hurdles that arise while developing a facility—including community concerns, permitting challenges, and the technical requirements of financing and building commercial and mixed-use properties.

LPC HAS DECADES OF EXPERIENCE AND A PROVEN TRACK RECORD PLANNING, ENTITLING, AND DEVELOPING COMPLEX, CAMPUS-SCALE PROJECTS.



3,200
EMPLOYEES NATIONWIDE

\$94B
IN MANAGED ASSETS

57+
YEARS OF EXPERIENCE
IN COMMERCIAL
DEVELOPMENT

433M+
SQUARE FEET UNDER
LEASING AND/OR
MANAGEMENT

\$48B
DEVELOPMENTS
COMPLETED

TOP 10
U.S. DEVELOPER

▶ DEVELOPMENT SERVICES

- Masterplanning and Site Analysis
- Land Use Studies
- Assembling Design & Engineering Teams to prepare drawings from concept design through construction documents
- Comprehensive Due Diligence Process
- Sustainability Planning
- Infrastructure Planning
- Extensive Value Engineering
- Managing Budgets & Schedules

▶ ENTITLEMENT SERVICES

- City Planning & Zoning
- Traffic & Circulation Evaluation
- EIR & Hearing Process

PUBLIC-PRIVATE PARTNERSHIP EXPERIENCE

Our team has an extensive track record of successful partnerships with public entities, and understands the responsibility of stewardship of public resources.

Recent P3 projects include SDSU's Mission Vally Innovation District, NCSU Centennial Campus, and Port of Vancouver.



SDSU MISSION VALLEY INNOVATION DISTRICT

San Diego, CA

LPC was selected to complete the first innovation district project at SDSU Mission Valley, which will dramatically expand educational and workforce opportunities for San Diego's students, faculty, and researchers. The proposed project at SDSU Mission Valley will deliver approximately 315,000 square feet of leading-edge facilities for research and innovation in three buildings in the northeast portion of the innovation district site area. The project will also include community-serving amenities, a business incubator and accelerator space, and other workforce development opportunities that will intersect to produce a highly dynamic gathering place.



NCSU CENTENNIAL CAMPUS

Raleigh, NC

Located in the heart of North Carolina State University's Centennial Campus, the North Oval District is a ground-up development that spans 32 acres and will feature over 3 million square feet of life science, office, and multi-family product.

Amenities include Innovation Hall, meeting spaces and plaza, fitness facility, dining, Lake Raleigh, and Lonnie Poole Golf Course.



PORT OF VANCOUVER

Vancouver, WA

LPC is designing, permitting, managing, and constructing the mixed-used development portion of the port's 10-acre site on the Vancouver waterfront, adjacent to and overlooking the Columbia River in Vancouver, WA. The new Port of Vancouver Terminal 1 project will include office, retail, multi-family housing, and associated parking facilities.

In April of 2021, the Port of Vancouver USA Board of Commissioners unanimously approved plans for the mixed-use development, paving the way for the project to move forward.

4

PROJECT EXPERIENCE

Having completed over \$48 billion worth of developments since the company's inception in 1965, we are uniquely equipped to achieve your goals for this Project.

Our team has a proven track record of success having acquired and developed over \$15.6 billion between 2006-2022. We currently have over 20 million square feet of real estate currently under development or construction.

We have provided additional details of six comparable projects that were initiated and/or completed within the last 5 years on the following pages and previewed to the right.

\$15.6B+

ACQUIRED & DEVELOPED
(2006-2022)

20M+ SF

CURRENTLY UNDER
DEVELOPMENT/CONSTRUCTION

\$48B+

DEVELOPMENTS
COMPLETED (SINCE 1965)



FLIGHT at Tustin Legacy
Tustin, CA



8777 Washington
Culver City, CA



Watseka
Culver City, CA



ENTRADA
Culver City, CA



Snap
Los Angeles, CA



Google
Los Angeles, CA



FLIGHT AT TUSTIN LEGACY

Tustin, CA

Following an extensive and competitive public RFP process orchestrated by the City of Tustin, LPC was awarded the rights to acquire the land and develop the project—Tustin’s first purpose-built creative office campus in Southern California.

Featuring groundbreaking architecture and design, the team included a number of shared amenities in this master plan, including a dog park, gym, and outdoor seating and meeting areas. The property also features a chef-driven food hall, offering a wide variety of on-site dining options, which LPC fully leased prior to opening.

LPC’s on-site Property Management team oversees service delivery for all contractors and vendors at this award-winning office campus. This includes efficient coordination of all in-house professionals and third parties required for the maintenance of shared infrastructure and amenities throughout the 38-acre project.

ROLE

LPC - Development, Entitlement, Construction & Property Management
Byrd Construction Management - Construction Management

PROJECT USES

Mixed-use; Office, Retail

SCALE

470,000 SF

VALUE

\$250M

PROJECT SCHEDULE

Design&Entitlements: September 2015- May 2017
Construction: May 2017 - January 2019 (Phase I)



LINCOLN PROPERTY COMPANY



8777 WASHINGTON

Culver City, CA

LPC designed, developed, and delivered a new West Coast headquarters for one of the leaders in new media, entertainment, and technology. In addition to overseeing the development project, LPC also led the core and shell, and the interiors project management.

The build-to-suit project was designed to meet the client's specifications with meticulous attention to detail and quality materials and fittings. It also provides specialty spaces for content creation and post-production. The Class-A project has three floors of office space over a ground-floor lobby. It includes double-height volumes, interconnecting stairs, screening rooms, and full-height glass walls to allow natural light to fill the interior areas of all floors throughout the property. The outdoor terrace and all-hands spaces are designed to be adaptable meeting areas that can be used for lunches, informal get-togethers, company meetings, or amenity spaces for tenants and guests.

ROLE

LPC - Development, Entitlement, Construction & Property Management

PROJECT USES

Office

SCALE

130,000 SF

VALUE

\$132M

PROJECT SCHEDULE

2017 - 2021





WATSEKA Culver City, CA

LPC acquired a parcel for redevelopment on Watseka Avenue in Culver City in 2019—one of the most sought-after markets in the region. LPC West is designing and developing a 165,000-square foot creative office campus at 3855 Watseka, tailored for new entertainment/media firms and content creators.

In January 2023, the Culver City Planning Commission approved the construction. The project, developed by LPC and designed by Gensler, will be a four-story building with open facades, creating indoor-outdoor environments.

The building will feature 100% green power, on-site solar generation and drought-tolerant landscaping. Terraces across the upper floors allow for fresh air and outdoor working on the top two levels and roof articulation supports natural light on the upper floor, reducing the need for artificial lighting.

ROLE

LPC - Development, Construction & Property Management

PROJECT USES

Office

SCALE

150,000 SF

VALUE

\$150M

PROJECT SCHEDULE

2019 - 2025





ENTRADA

Culver City, CA

LPC developed and built Entrada as its latest office project in Culver City, completed in 2021. The firm designed the \$225-million development at 6163 Centinela with Gensler. The stunning, Class-A office project marries form and function with a sophisticated, leading-edge design. The mid-rise structure features a glass façade, multiple private balconies, and a 15,000-square-foot sky deck that provides an ideal collaboration space and makes the most of the coastal climate.

Located on the border of Culver City and Playa Vista, Entrada offers the best of both worlds—easy freeway access, state-of-the-art design, endless amenities, and an on-site experience aligned with the culture and vision of the modern workforce. With floor-to-ceiling glass and other architectural elements designed to enhance sight-lines, the building offers sweeping views in all directions, with optional operability on the window walls to maximize fresh air throughout.

ROLE

LPC - Development, Entitlement, Construction & Property Management

PROJECT USES

Office

SCALE

325,000 SF

VALUE

\$225M

PROJECT SCHEDULE

Design&Entitlements: September 2015 - May 2017

Construction: 2018 - 2021





SNAP

Los Angeles, CA

LPC worked intimately with Snap Inc. to migrate their offices from 43 small offices in Venice, CA to one master campus in Santa Monica, CA.

The total build out at their new Santa Monica Business Park campus location consisted of over 400,000 square feet of offices located in over 8 buildings and a stand alone dedicated, full service restaurant for Snap employees.

Key features of office tenant improvements included expansive open workspaces, specialty stairs and new skylights, integration of significant acoustical performance criteria, coordination of sophisticated security systems including the build out of a GSOC space and high end custom finishes, furniture and Snap branding throughout.

ROLE

LPC - Tenant Improvement Project Management

PROJECT USES

Office

SCALE

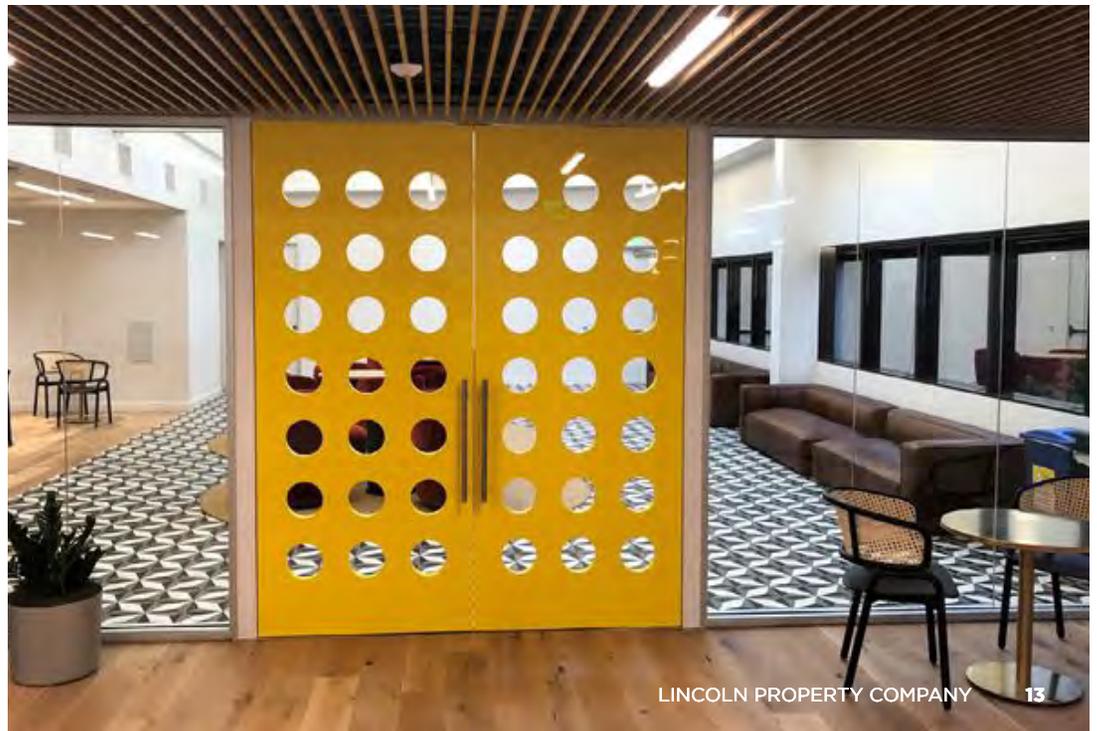
400,000 SF

VALUE

Confidential

PROJECT SCHEDULE

2017 - 2018





GOOGLE WESTSIDE PAVILION

Los Angeles, CA

LPC is currently overseeing the project management to convert the west-side 500,000-square foot shopping mall into a leading-edge office space. The redesigned structure will include terraces, flexible interior layouts, and folding glass walls to connect the inside to outside workplace and meeting areas.

The LPC team is assisting the client in determining the correct ratio and type of amenities, conference spaces and agile work environments. With an approach to the workplace that includes unassigned seating and flexibility to work from anywhere, the team is challenging every environment to have a basis that can provide for various outcomes that support the business needs.

LPC is creating an environment that supports a diverse workforce, including 100% gender-neutral restrooms throughout the project. We are also working with the building landlord team on a number of core and shell upgrades.

ROLE

LPC - Tenant Improvement Project Management

PROJECT USES

Office

SCALE

500,000 SF

VALUE

Confidential

PROJECT SCHEDULE

2018 - 2023





5 CHALLENGES & RESOLUTIONS

Below are a few development hurdles that our team has encountered on previous projects and ways in which the team has resolved them.

Specific project names have been intentionally left out due to confidentiality purposes.

- **LONG-LEAD MATERIAL PLANNING**

The roof trusses and electrical switchgear, two very important components to the base building, were experiencing significant delays. To manage such risk, the team developed an early schedule for the project and contacted manufacturers in advance of standard practice to track lead times and make strategic pre-procurement decisions. During Plan Check Review, the materials and equipment were identified as a critical path item and flagged for potential schedule delay. The team was able to get a portion of development capital approved early, in order to release these long lead items and mitigate potential schedule delay.

- **CONSTRUCTION FLEXIBILITY**

Approval for an easement bisecting the site was delayed, which is not uncommon. In order to maintain schedule, the team worked with the contractor to re-sequence the phasing of the sitework and used contingency to add labor, understanding that the minor incremental cost of labor was significantly less than the delayed and lost occupancy time for the user. Ultimately, the delay risk was mitigated entirely.

- **DESIGN SCHEDULE MANAGEMENT**

We understand that “late tenant requests” are often due to changing tenant needs during a planning & development timeline, and not mistakes. In a prior project, the tenant requested a set of bi-fold doors be added to the ground floor to create indoor-outdoor connection. The request was made during construction documents and would require reworking structural, architectural and site drawings, ultimately delaying submittal to the City. The team directed the A&E consultants

to continue with submittal of the original drawing to the City to maintain plan check schedule, and the architectural change was picked up in an addendum on second submittal. No delay in permit approval occurred.

- **EARLY VENDOR ENGAGEMENT**

Due to COVID shut-downs, and continuing in some part today, lead times became increasingly longer and unpredictable. This tenant had selected all of their FF&E and was ready to place deposits. Certain pieces were showing up to 5 months lead time, which would delay their move-in. By working with the user group and furniture vendors early on, the team was able to proactively help source backup options and alternate FF&E specs “just in case” the first choices showed delays when ordering. When placing the order, we learned that many of the first choice pieces were delayed and we had immediate backup options on file that were used to ensure furniture & equipment were installed on time.

- **VALUE ENGINEERING**

The team was working with a tenant on their interior build-out. When the tenant submitted the budget for approval and release, their executive team requested a reduction in total costs, due to larger initiatives at the company to control costs. As a result, the team had to value engineer the project. This design rework and pricing exercise impacted overall schedule and delivery of space. While there were schedule delays, the client was satisfied with the ultimate budget and improvements. The development team continues to put an emphasis on providing budget check-ins, so that there are no surprises.



6 OUR APPROACH

LPC will lead a development team comprised of industry experts well versed in commercial design and construction.

Our team prioritizes our clients' project vision and work together as partners to deliver a successful end result. We are uniquely qualified for the role, given experience with development through multiple structures, including equity / joint venture, third party management (as proposed), and more specifically build-to-suits for some of the most innovative companies. Build-to-suit campus experience includes Apple, Netflix, Keurig Dr. Pepper and Sony.

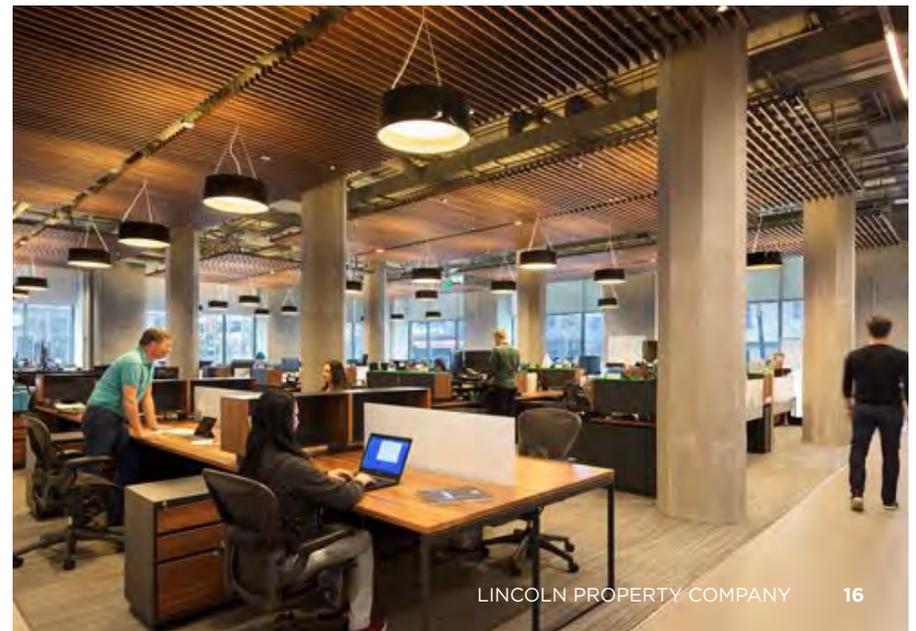
In addition to core and shell expertise, LPC has experience in designing and delivering interior build-out. Our approach is collaborative and starts with understanding the end user. We believe that office design is key to the success of our clients and critical to their business. Further, we acknowledge the uniqueness of each project and required flexibility from the development partner.

PRE-DEVELOPMENT PROCESS

LPC will form a team of architects, engineers and other consultants for all pre-development. LPC will manage this team of behalf of OCERS, driving schedule and ensuring quality. Architect and Engineering (A&E) estimates will be included in budgeting exercises throughout the life cycle of the project to ensure alignment on total costs.

LPC has an ownership mentality and understands the importance of every dollar. Prior to construction, the project will be competitively bid to contractors and subcontractors. LPC will secure a Guaranteed Maximum Price (GMP) contract for the project, which will establish the project budget.

From this point forward, the cost to OCERS will not increase, unless there is added project scope. All contracts and budgeting throughout pre-development and construction will be open book. Further, at completion, OCERS will retain any unused contingency or project savings. If changes in design from OCERS / stakeholders is requested, each will be priced and presented in an effort to manage budget effectively and with transparency.





7 PERSONNEL

Our team will be led by Lincoln Property Company as the owner’s representative, with our construction management partners.

Collectively, this team has worked on some of the most significant and regarded office project in Orange County over the last 10 years. Given local volume and experience, we have deep relationships with the region’s best architects, engineers, specialty consultants, and subcontractors.

Resumes for key personnel can be found in Exhibit 1: Resumes.





8 PROPOSED SCHEDULE

Our team is exceptional at staying on schedule and meeting deadlines, but we also understand the importance of remaining flexible in order to adapt to unexpected changes and ensure the success of our projects.

Below is a detailed summary of major milestones from the start of the project until the completion of construction. This assumes a steel and curtain wall structure, and current lead times for building equipment / material. There are opportunities to accelerate delivery with alternate design and supply chain improvement.

	2023			2024				2025				2026			
	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4
Award															
Award		●													
Master Planning & Design															
Conceptual Design & Renderings		●													
Schematic Design			●												
Design Development				●											
Construction Documents					●	●									
Municipal: Approvals/Permits															
Entitlements				●	●	●									
Plan Check						●	●	●							
Construction															
Demolition, Sitework, Core & Shell								●	●	●	●	●	●		
Parking Structure												●	●		
Interior Build-out										●	●	●			
FF&E, Close-out													●		

9

ASSESSMENT, PLANNING & PROGRAMMING

LPC has extensive experience assessing clients' space needs and creating a program that meets current requirements while considering future growth.

Our team will partner with a lead architect and work closely with OCERS to prepare programming for the new HQ building.

We have developed a simple yet comprehensive process, as seen on the right, that includes budgeting. This ensures that there is complete alignment while mitigating risk and maximizing collaboration.



Define Space Intensity & Program

Work closely with the client to understand current and future space needs and ensure that delivery aligns with projected growth.



Architectural Design

Develop efficient design that meets both quality and budget expectations of the client.



Placemaking

Ensure that design creates an engaging atmosphere for employees to collaborate and offers amenity spaces, key for talent retention.



Budgeting

Partner with a contractor from the start for a smooth construction transition. Obtain contractor pricing during design phase to prevent delays & make adjustments.



Client Feedback

The design and construction will be a transparent and collaborative process to ensure success.



10 POST-COMPLETION SERVICES

The proposed development management services described in the structure of this proposal are complete upon close-out of the development and punch list completion. That said, LPC is a full-service platform, with areas of service and expertise highlighted below.

LPC often retains a property management role in former developments and has a substantial portfolio of managed properties. Lincoln offers superior service and maintains a premier environment at each asset under our care.

Our experienced professionals continually sharpen their skills with on-going education and training to deliver a quality environment for office tenants.

LPC is committed to ensuring our owner clients meet their financial objectives and performance expectations for their assets and service providers. We work with each client to tailor a comprehensive management plan to achieve their goals for each asset.

At LPC , we continually enhance our capabilities, systems, and approach—leveraging efficiencies through changes in technology and the innovations of our expert staff.

INTEGRATED FULL-SERVICE PLATFORM			
OWNER & FINANCIAL SERVICES	DEVELOPMENT SERVICES	OCCUPIER SOLUTIONS	SPECIALTY PRACTICES
Asset Management	Construction Management	Occupier Advisory Services	Government Services
Property Management	Entitlements & Permitting	Construction & Project Management	Healthcare/Medical
Accounting & Reporting	Infrastructure & Master Planning	Sustainability & ESG	Life Science/Biotech
Leasing & Brokerage	Development Management	Move Management	Mixed-Use Practice
Acquisitions & Investments	Adaptive Re-use/ Conversion	Technology & Innovation	Production Studios/ Entertainment

Two vertical grey bars of varying heights are positioned to the left of the 'REFERENCES' header.

REFERENCES

Key Zoryan

Managing Director

Morgan Stanley

310.788.2266

kevork.zoryan@morganstanley.com

1999 Avenue of the Stars, Suite 2400,
Los Angeles, CA 90067

David T. Quigley

Chief Investment Officer

ASB Real Estate

310.788.2266

dquigley@asbrealstate.com

744 Cowper St.,
Palo Alto, CA 94301

Mike Schiller

Port of Vancouver

Director, Business Development

360.823.5328

3103 NW Lower River Road,
Vancouver, WA 98660



12 **CONFLICTS OF INTEREST**
None



13 **LITIGATION**
None

THANK YOU

PARKE MILLER

Executive Vice President
4041 MacArthur Blvd., Suite 250
Newport Beach, CA 92660
949.333.2111
pmiller@lpc.com

LINCOLN
PROPERTY
COMPANY

PARKE MILLER

EXECUTIVE VICE PRESIDENT
LINCOLN PROPERTY COMPANY

Parke Miller is Executive Vice President and a regional partner at Lincoln Property Company and is responsible for the firm's investment, asset & property management, leasing and development activities in Orange County.

Since joining the firm in 2011, Parke has been involved in the acquisition and strategic execution of over \$1.3 Billion of office, industrial and retail properties, while overseeing the completion of more than 520 lease transactions valued in excess of \$780 million in consideration.

Additionally, Parke oversees the development and repositioning activities of the firm's portfolio, including most notably FLIGHT at Tustin Legacy, Orange County's first purpose built creative office campus, TRADE Marketplace and Food Hall in Irvine, and Culture Yard in Costa Mesa.

BACKGROUND

20+ Years of Experience
Joined LPC in 2011

EDUCATION & AFFILIATIONS

Master of Business Administration
Southern Methodist University, Cox School of Business
Bachelor of Science in Commerce and Business
Administration
University of Alabama

SAM QUINIF

VICE PRESIDENT
LINCOLN PROPERTY COMPANY

Sam Quinif is Vice President of Lincoln Property Company, leading development and acquisition pursuits across the nation.

With over 10 years of experience in commercial real estate and finance, Sam has executed acquisition, development, and finance transactions in excess of \$2.5 billion in total capitalization.

Prior to joining LPC, Sam managed development, reinvestment, and acquisition projects at Irvine Company, including Innovation Office Park, a 1.1 million square foot, ground-up office campus in Irvine, CA. Sam began his real estate career with the Real Estate Financing Group in the Investment Banking Division of Goldman Sachs.

BACKGROUND

10+ Years of Experience
Joined LPC in 2022

EDUCATION & AFFILIATIONS

Bachelor of Science, Economics
Southern Methodist University

ALLIE MEISTER

**DIRECTOR
LINCOLN PROPERTY COMPANY**

As a Director at Lincoln Property Company, Allie Meister provides key development and acquisition support across the nation.

Her background is focused in real estate finance and development, with a primary emphasis on office. Allie has over 11 years of experience in managing design and entitlement teams, project underwriting, and schedule management.

Prior to joining LPC, Allie lead the office development and reinvestment team at Irvine Company, where she managed \$800M of capital investment. Most notably the successful ground up development of a Class A office campus, Spectrum Terrace, which was designed and delivered over the course of five years and totaled 1 million square feet. Prior to project management, she underwrote real estate acquisitions and developments with aggregate dollar value in excess of \$2 billion.

BACKGROUND

12+ Years of Experience
Joined LPC in 2023

EDUCATION & AFFILIATIONS

Master of Business Administration
University of California, Los Angeles
Bachelor of Arts, Mathematics and Economics
University of California, San Diego

DAVID BYRD

**PRINCIPAL
BYRD CONSTRUCTION MANAGEMENT**

Since founding Byrd Construction Management in 2015, the firm has managed the construction of over 5 million sq ft. of class A office buildings and 16 parking structures containing over 16,700 stalls.

Prior to starting his own firm, David Byrd was the Vice President of Construction at the Irvine Company for 11 years where he oversaw the construction of three class A high rises totaling over 1.5 million sf and 7,000 stalls of parking. Prior responsibilities at the Irvine Company included managing the Tenant Improvement/reinvestments, Landscape and Roofing departments of a portfolio of over 50 million square feet of class A office buildings. At the time the tenant improvement department managed over \$150,000,000 a year in volume and over 500 active projects at any one time.

David also spent a decade with McCarthy Building Companies acting as a project and construction manager on a variety of assignments including hospital, office, parking and school district renovation projects.

BACKGROUND

30+ Years of Experience
Founded Byrd Construction Management in 2015

EDUCATION & AFFILIATIONS

Bachelor of Arts
University of California, Los Angeles
Certificate in Light Construction Development
Management Program
University of California, Irvine

MARK SMITH

PRINCIPAL & OWNER

MARK A. SMITH & ASSOCIATES

Mark Smith is the Principal and Owner of Mark A. Smith & Associates.

With over 30 years of experience, Mark is uniquely qualified to provide a comprehensive scope of services for owned or leased base building and tenant improvement construction projects, including: strategic/tactical planning, design/construction implementation oversight, lease negotiation, design/construction implementation oversight, and detailed cost forecasting and tracking.

During his career, Mark has managed complex and intricate projects, always keeping his focus on client goals and objectives while motivating dynamic, cross-functional design teams to success.

Mark is recognized in the real estate market as a hands-on, proactive and passionate Project Manager who always looks out for his client's best interest. Mark has completed many world-class projects all of which were delivered on budget, on schedule and exceeding client expectations.

BACKGROUND

30+ Years of Experience

Founded Mark A. Smith & Associates in 2014

EDUCATION & AFFILIATIONS

Bachelor's degree

California State Polytechnic University-Pomona