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Project Delivery Method Options – John Muir Elementary School Martinez Unified School District

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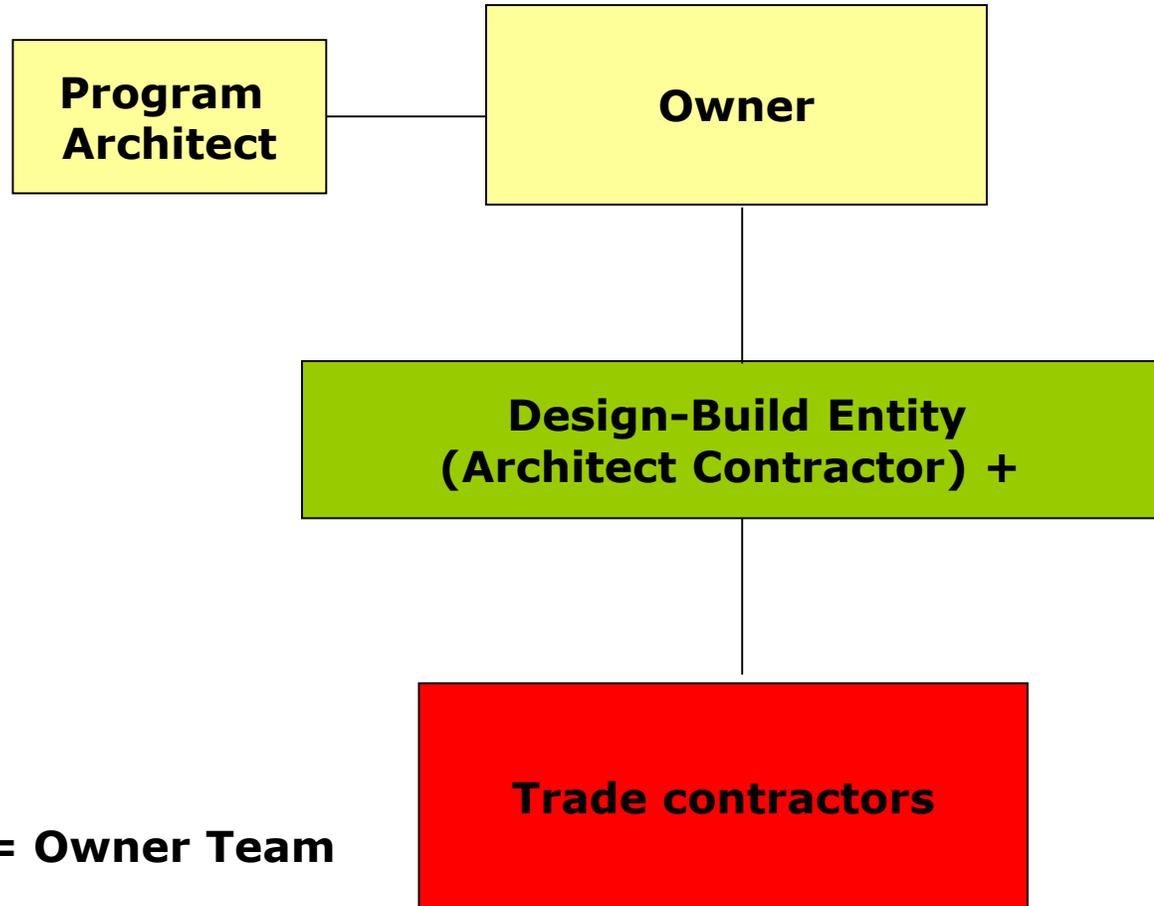
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Potential Options

- Design-Build
- Lease-Leaseback
- Design-Bid-Build

DESIGN-BUILD

(Education Code § 17250.10 et seq.)



Procurement

- Design professional prepares performance specifications and may include plans
- DBE selected using 2-step process:
 - Request for Qualifications based on standardized questionnaire to prequalify, or develop a short-list of, the design-build entities whose proposals shall be evaluated for final selection
 - Designer, MEP subconsultants, builder and MEP subcontractors
 - Skilled and Trained Workforce Requirement
 - Request for Proposals based on a number of factors including qualifications and price (Best Value)

Procurement (cont.)

- Open to contract negotiation
- Cost can be on “not to exceed” basis
- Different architect finishes plans and submits to DSA with input of prefabricated building designer and builder
 - DBE is responsible for design and construction

Phasing of Project & When Cost Is Determined

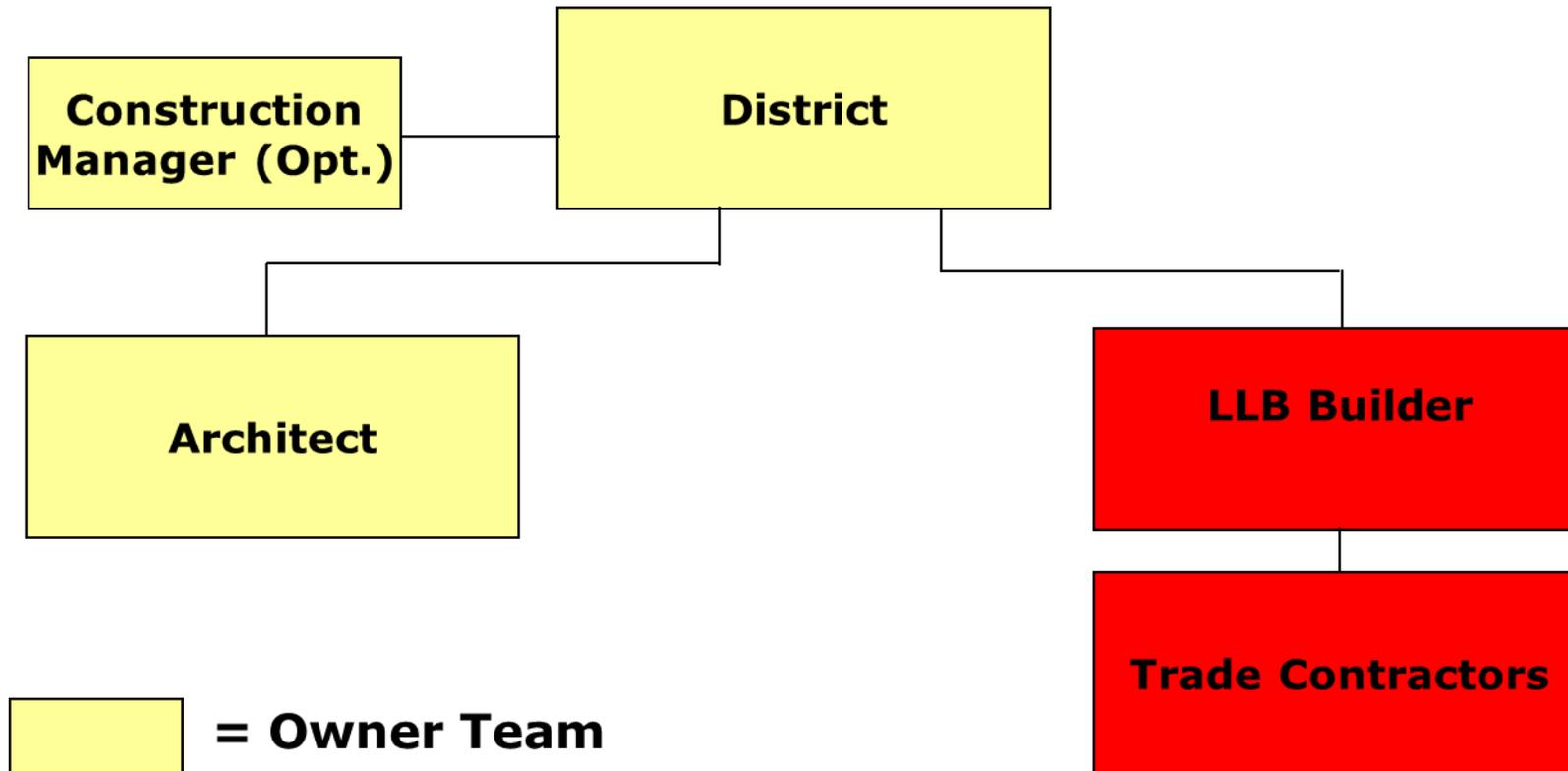
- Turn-key: District gives more control to DBE to return a completed project on budget and on time
 - DBE can be creative with respect to phasing
- Phasing
 - Design
 - DSA approval of plans required
 - Early builder input before DSA approves plans
 - If redesign due to cost is necessary, then not at District's risk
 - Construction
 - No statutory restriction on start of construction

Phasing of Project & When Cost Is Determined (cont.)

- District does not have to wait until DSA plans are completed to set a “Not-to-Exceed” Price
 - May still have change orders but intent is that increased teamwork would reduce overall number of change orders
- If the project is submitted to DSA in increments, and the subcontractors are not listed in the original proposal, then the subcontracts must be bid
 - Phases of cost is subject to market at the time of bid but is also subject to “not-to-exceed” provision
 - Same builder would be used for each phase

LEASE-LEASEBACK

(Education Code §§ 17406 and 17407.5)



Procurement

- Builder selected using Request for Proposals based on a number of factors including qualifications and price (Best Value)
 - Mandatory Prequalification of builder and MEP subcontractors
 - Board finding of exception to Sole Source Rule unnecessary because prefabricated building manufacturer is proposed by builder instead of included in District specifications
 - Skilled and Trained Workforce Requirement
 - Open to contract negotiation
 - Contract awarded before Cost is determined
 - Cost determined after preconstruction is completed (2-step process)

Procurement (cont.)

- Same architect can finish plans and submit to DSA with prefabricated building designer as subconsultant but with builder input
- No construction can be started without DSA approved plans
- After DSA approves plans, Builder gets subcontractor bids and prepares Guaranteed Maximum Price
 - Open book
 - If cost is too high, may need to redesign and resubmit to DSA (risk on District)
- After negotiation, Facilities Lease amended to add Guaranteed Maximum Price

Phasing of Project & When Cost Is Determined

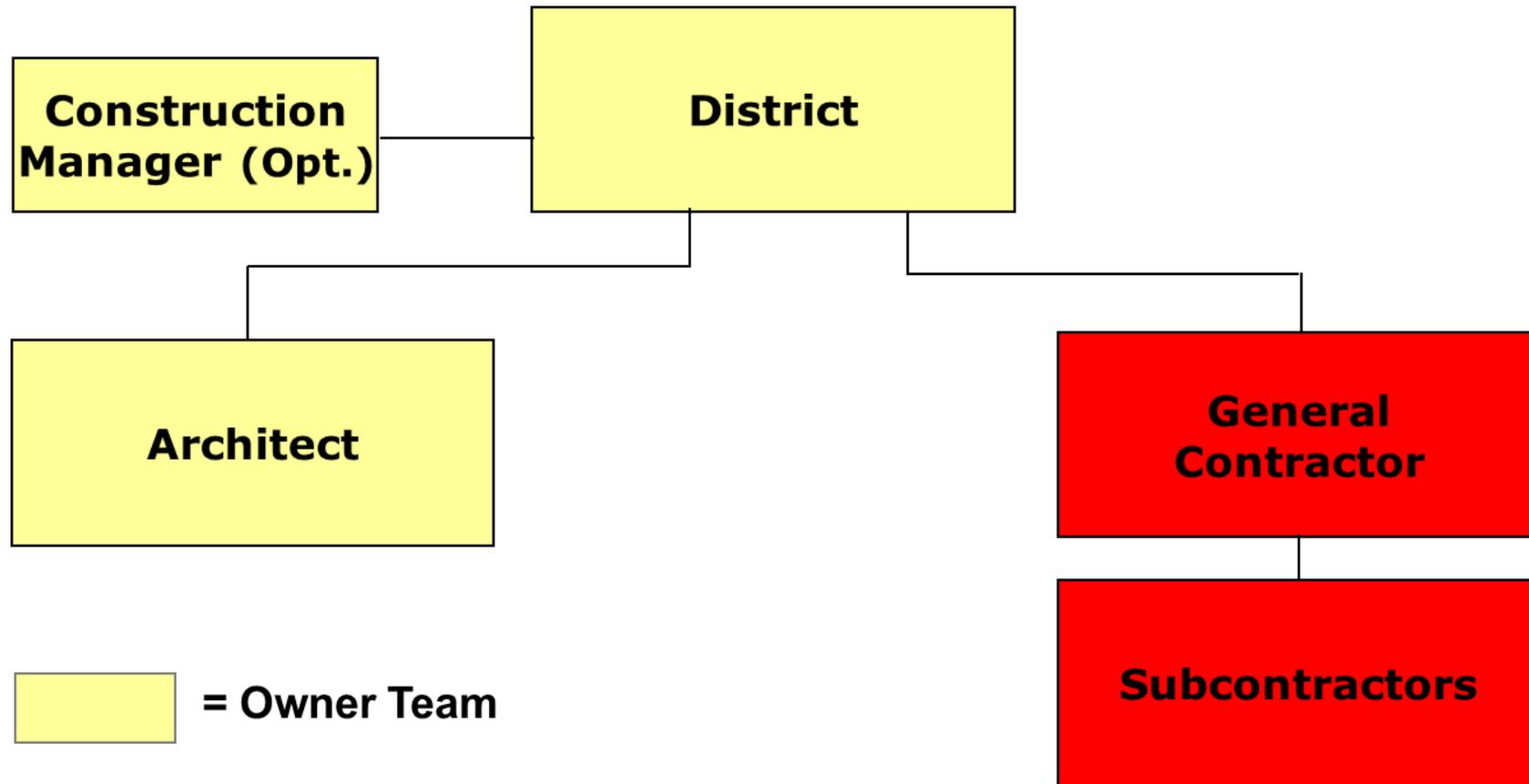
- Preconstruction Period
 - Prefabricated Building design incorporated into plans
 - Constructability Review
 - Value Engineering
- Guaranteed Maximum Price is prepared after DSA plans are completed and subcontractor bids are obtained
 - Second contract negotiation
 - May still have change order/claims but intent of early Builder input before design is completed is to reduce overall number of change orders and claims

Phasing of Project & When Cost Is Determined (cont.)

- If the project is submitted to DSA in increments, then the project would need to be bid as the project plans are approved
 - Additional contract negotiations
 - Phases of cost is subject to market at the time of bid
 - Same builder would be used for each phase

DESIGN-BID-BUILD

(Public Contract Code §§ 20111(b); 22000-22045)



Procurement

- Board resolution allowing designation of sole source for prefabricated building
 - One of 4 exceptions must exist
- Same architect finish plans using prefabricated building designer as subconsultant and submit to DSA but without builder input
- After DSA approves plans, District hard bids based on lowest price only
 - Mandatory Prequalification of builder and MEP subcontractors
 - Lump sum price
 - No contract negotiation

Phasing of Project & When Cost Is Determined

- District has to wait until DSA plans are completed to bid
 - If bids are too high, then District reject all bids and redesign project for costs and bid again
- Actual Cost may be increased by change order/claims at end of construction
 - Because the Builder does not have input before design is completed, there is the possibility for increased change orders and claims

Phasing of Project & When Cost Is Determined (cont.)

- If the project is submitted to DSA in increments, then the project would need to be bid as the project plans are approved
 - District would be responsible for any costs related to design/preparation of separate bid packages
 - Phases of cost is subject to market at the time of bid
 - If bids are too high, then District reject all bids and redesign project for costs and bid again
 - Possible that the project has different builders for each phase
 - Potential coordination problems



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Thank
You!

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