

EXHIBIT "A"

Santa Monica-Malibu Unified School District
2828 4th Street, Santa Monica, CA 90405
November 16, 2018

**REQUEST TO PREQUALIFY AND FOR STATEMENT OF QUALIFICATIONS
FOR PRELIMINARY AND CONSTRUCTION SERVICES (LEASE LEASEBACK)
FOR
JOHN ADAMS MIDDLE SCHOOL - PERFORMING ARTS CENTER PROJECT**

Request for Qualifications ("RFQ"). The Santa Monica-Malibu Unified School District ("**District**") is requesting submission of:

- A prequalification application ("**Prequalification Application(s)**") through Quality Bidders, if contractor is not currently prequalified with the District; and
- A statement of qualifications ("**SOQ**")

(together, "**Response(s)**") from qualified firms, partnerships, corporations, associations, persons, or professional organizations ("**Contractor(s)**" or "**Firm(s)**") to perform preliminary services and construction services for the **JOHN ADAMS MIDDLE SCHOOL - PERFORMING ARTS CENTER PROJECT ("Project")** as described in **Attachment 1 ("Project Description")** pursuant to a Lease Leaseback structure in accordance with Education Code section 17406.

This request is not a formal request for bids or an offer by the District to contract with any Contractor responding to this RFQ. The District intends to issue a request for proposals ("RFP") to those Contractors that meet the minimum qualification points pursuant to this RFQ. The RFP will ask those Contractors to propose pricing for some elements of the Project costs, but will not request that Contractors provide a Guaranteed Maximum Price ("GMP") for the entire Project. The final GMP, including subcontractor buy-outs, will be developed and established during Preliminary Services as described in **Attachment 5 – Preliminary Services**.

Contractors that intend to submit a Response to this RFQ must:

- **Hold a Class B Contractors License which is current, valid, and in good standing with the California Contractors State License Board;**
- **Prequalify through the District's prequalification process;**
- **Have completed at least 1 California K-14 Lease Leaseback project with an original contract value of \$15,000,000 or more;**
- **Have completed at least 4 California K-14 public school projects with an original contract value of \$15,000,000 or more;**
- **Have completed at least 1 California K-14 theater/auditorium with an original contract value of \$10,000,000 or more;**
- **Have an EMR of 1.25 or less as reported by the Workers Compensation Insurance Rating Bureau;**
- **Have no more than 5 serious violations of occupational safety and health requirements within the last 5 years;**
- **Have no more than 2 serious repeat violations of occupational safety and health requirements within the last 5 years;**
- **Have NO willful violations of occupational safety and health requirements within the last 5 years; and**
- **Must have an Injury and Illness Prevention Program ("IIPP") instituted pursuant to Labor Code sections 3201.5 and 6401.7.**

Estimated Project Cost: \$30 million to \$35 million.

Estimated Contract Time: 30 months, which includes approximately 4 Months of Preliminary Services.

Project Labor Agreement: In accordance with Education Code section 17407.5, the Project is subject to the District’s Project Labor Agreement (“PLA”) (Exhibit L to Facilities Lease). The PLA provides that as a condition of accepting a bid, the Contractor will abide by the terms and conditions of the PLA relating to, among other things, hiring practices, wage and rate benefits, union representation, union recognition, hours of work, overtime shifts, holidays, grievances, disputes, safety and working conditions. The PLA also provides that there will be no strikes, labor shutdown or slowdown, and no lockout. The Contractor and all subcontractors are required to abide by the terms and conditions of the PLA.

Owner Controlled Insurance Program: The District intends to provide certain insurance coverages for the Project through an Owner Controlled Insurance Program (“OCIP”). The details of the OCIP, if used, will be provided in the District’s RFP. Contractors are to respond to this RFQ for all purposes, including Section 3.18 Compensation, without regard to the District’s intended OCIP.

Responses. Interested Contractors are invited to submit a Response as described below.

- **Prequalification Applications must be completed through Quality Bidders** by the date indicated in the RFQ Schedule. The District highly recommends all Contractors complete the Prequalification Application as soon as possible to expedite Quality Bidders’ evaluation.
- **SOQs must be received** by the date indicated in the RFQ Schedule, with one (1) original and five (5) copies of requested materials as well as a digital copy on a thumb drive, to: Sheere Bishop – Director of Procurement and Contract Management - Consultant, Facility Improvement Projects Office, Santa Monica-Malibu Unified School District, 2828 4th Street, Santa Monica, CA 90405. The District reserves the right to waive any immaterial irregularities or informalities in any Response or in this RFQ process.
- **Responses must be received on or before December 19, 2018, no later than 3:00 p.m.**

Questions. Questions regarding this RFQ must be in writing and directed only to Sheere Bishop at smbishop@smmusd.org. Subject line of email to reference “RFQ JAMS - PERFORMING ARTS CENTER PROJECT”. Contractors are directed to **not** contact any other person regarding this RFQ.

Pre-Response Meeting (Mandatory). A pre-Response meeting to address the RFQ will be held at **9:00 A.M. on November 27, 2018, at the Facility Improvement Projects Office, 2828 4th Street, Santa Monica, CA 90405**. The District anticipates this meeting will last 1 hour but will continue the meeting until the District determines that it has answered all substantive questions. All participants are required to sign in. **Failure to attend or tardiness will render the Contractor ineligible to submit a Response.**

RFQ Questions/Addenda. If the District issues addenda to this RFQ, Contractors are solely responsible for and must acknowledge receipt of addenda in the Contractor’s SOQ. Responses to the questions received, along with any addenda to this RFQ will be posted to the projects public planroom with ARC Southern California www.coplanwell.com. It is the sole responsibility of each proposing firm to access the addenda and any responses to questions from the website. If you are unable to access the website, please contact Sheere Bishop at the email address listed above. Failure to acknowledge and respond to any addenda issued by the District may, in the District’s sole discretion, render the Contractor’s SOQ to be deemed non-responsive and may be rejected.

RFQ Schedule. The District has set the following RFQ Schedule that all Contractors must adhere to. The District reserves the right to modify this RFQ Schedule and will issue an addendum if it modifies this RFQ Schedule.

Event / Occurrence	Date / Deadline
District Issues RFQ	11/16/18
Pre-Response Meeting (Mandatory)	11/27/18 @ 9:00 AM
Deadline for Contractors to submit questions regarding this RFQ, the plans and specs	12/4/18
Deadline for Contractors to complete and submit Prequalification	12/5/18

Applications (if not already prequalified with the District)	
District to respond to Contractors' questions regarding this RFQ, the plans and specs	12/6/18
District to issue Final Addendum	12/12/18
District to issue listing of Contractors that are prequalified and meet the District's safety requirements (Step 1)	12/12/18
Deadline for Contractors to submit SOQ	12/19/18 no later than 3:00 PM
District to issue list of Contractors qualified after (Steps 2 & 3)	Week of 12/31/18
District to interview qualified Contractors (Step 4)	1/8/19
District to identify pool of Contractors qualified to submit proposal after (Step 4)	1/10/19

Thank you for your interest in working with the **Santa Monica-Malibu Unified School District**.

1. General Information.

- 1.1. **Construction Services.** The District invites qualified Contractors to submit a Response related to its ability to provide Services, as more fully indicated herein. Contractors must have extensive experience with the Office of Public School Construction (“OPSC”), the Uniform Building Code (“UBC”), Title 24 of the California Code of Regulations, and the Division of the State Architect (“DSA”). Contractors must have extensive experience in the construction of public school facilities and successfully working with public school district representatives, architects, contractors, and other school facility related consultants, and establishing project scope, project budgets, and bidding procedures under both the Public Contract Code’s formal bidding process and under alternative construction delivery methods.
- 1.2. **Lease Leaseback Structure.** The Project may be funded from various sources, and any agreement reached will conform to the statutory framework for the Lease Leaseback delivery method. (Education Code section 17406, et seq.) The Contractor will be responsible for financing a portion of the construction of the Project. During construction, the District shall pay tenant improvement payments. Once the Project is complete, the Contractor shall lease the facilities constructed back to the District for a pre-determined monthly lease payment amount and lease period.
- 1.3. **Scope of Services.** The selected Contractor for the Project must be willing and able to, in good faith, propose to construct the Project listed in **Attachment 1** if and when the District issues a request for proposals for the Project (“**Services**”), including the subcontractor procurement process that all Contractors are required to follow which will be detailed in the request for proposals. District will negotiate Project pricing with Contractors following the issuance of an RFP for the Project and prior to final GMP contract award. Those processes shall comply with the District’s subcontractor procurement process as indicated in **Attachment 4 (“Subcontractor Procurement Process”)**.

2. Prequalification; Safety Requirements.

- 2.1. **Contractor Prequalification.** Unless already prequalified with the District, Contractors must submit by the date indicated in this RFQ (at least 10 business days prior to the published date of receipt of Proposals), a Prequalification Application (“**Prequalification Application**”) in accordance with Public Contract Code section 20111.6. The District has contracted with Colbi Technologies, Inc. to provide a no-cost web-based process for prequalification called “Quality Bidders.” Contractors must complete and submit an on-line Prequalification Application found at www.qualitybidders.com by the date indicated in this RFQ. The District maintains a list of all prequalified contractors on its website at <http://fip.smmusd.org/index.html> under the procurement section.
- 2.2. **Contractor Safety Requirements.** In addition to achieving the foregoing prequalified status with the District in accordance with this RFQ, Contractors shall have an Experience Modification Rate (“EMR”) of 1.25 or less as reported by the Workers Compensation Insurance Rating Bureau; have no more than 5 serious violations of occupational safety and health requirements within the last 5 years; have no more than 2 serious repeat violations of occupational safety and health requirements within the last 5 years; have no willful violations of occupational safety and health requirements within the last 5 years; and must have an Injury and Illness Prevention Program (“IIPP”) instituted pursuant to Labor Code sections 3201.5 and 6401.7.
- 2.3. **Subcontractor Prequalification.** Pursuant to Public Contract Code section 20111.6, all mechanical, electrical, and plumbing subcontractors (contractors holding C-4, C-7, C-10, C-16, C-20, C-34, C-36, C-38, C-42, C-43, and C-46 licenses), regardless of the value of the work, must be prequalified as set forth therein. Those subcontractors must also be prequalified through Quality

Bidders, but that subcontractor prequalification process will **not** be part of this RFQ step. The District will implement the subcontractor prequalification process when the District requests proposals for the Project and may, at that time, prescribe the dollar limit for each prequalified subcontractor for the Project.

- 2.4. Subcontractor Safety Requirements.** In addition to achieving the foregoing prequalified status with the District, as applicable, ALL Subcontractors of all tiers shall have an EMR of 1.25 or less as reported by the Workers Compensation Insurance Rating Bureau; have no more than 5 serious violations of occupational safety and health requirements within the last 5 years; have no more than 2 serious repeat violations of occupational safety and health requirements within the last 5 years; have no willful violations of occupational safety and health requirements within the last 5 years; and must have an IIPP instituted pursuant to Labor Code sections 3201.5 and 6401.7. In the event a Subcontractor does not have an IIPP, such Subcontractor shall agree in writing to adhere to the Contractor's IIPP posted at the jobsite.
- 3. Contractor's SOQ.** The Contractor's SOQ must be concise, well-organized, and consecutively numbered on each page and must include the following information, using the following outline structure, except as may be otherwise directed. The Contractor's SOQ shall **be no longer than seventy-five (75) pages, on 8½" x 11" paper**, inclusive of résumés, forms, and pictures, and tabbed according to the numbering system reflected below. Each Contractor's SOQ must demonstrate Contractor's qualifications, and shall include the following items and information:
- 3.1. Letter of Interest.** A dated Letter of Interest must be submitted, including the legal name of the Contractor, address, telephone, emails, and the name, title, and signature of the person authorized to submit the SOQ on behalf of the Contractor. The Letter of Interest should provide a brief statement of the Contractor's experience indicating the unique background and qualities of the Contractor, its personnel, and what will make the Contractor a good fit for work in the District.
- 3.2. Conflicts of Interest.** The proposing entity must affirmatively state that there are no known conflicts of interest or must disclose any potential conflict of interest involving any District employee, consultant, or member of the Board of Education. Subsequent discovery of an undisclosed actual conflict of interest shall be adequate ground for the District to terminate the agreement for cause. By submitting a response, the submitting entity consents to termination for cause in the event that an undisclosed actual conflict of interest is discovered. ***Failure to include this statement in the cover letter shall be grounds for immediate disqualification of the submitting entity without consideration of its submittal.***
- 3.3. Table of Contents.** A table of contents of the material contained in the SOQ must follow the letter of interest.
- 3.4. Executive Summary.** An executive summary that outlines the Contractor's philosophy, along with a brief summary of the Contractor's qualifications.
- 3.5. Proposed Personnel/Contractor Team.** Include resumes of key personnel who would be performing Services for the District. Specifically, define the role of each person and outline his or her individual experience and responsibilities. Indicate personnel who will serve as primary contact(s) for the District. Indicate each person's availability to provide the Services and time/years with Firm/Contractor.
- 3.6. Budget.** Discuss the Contractor's ability to manage costs and stay within budgets on comparable Lease Leaseback projects, including budgeted and utilized contractor and owner contingencies.
- 3.7. Schedule.** Discuss the Contractor's ability to prepare and meet achievable construction

schedules for Lease Leaseback projects, Contractor's schedule management procedures, and how the Contractor has successfully handled potential delays.

- 3.8. Contractor's Approach to Work.** Describe how the Contractor intends to work with the District's representatives, design professionals, project inspector, subcontractors, and other Project participants to develop management techniques and responses related to the Project.
- 3.9. Contractor's Experience.** Describe the Contractor's experience performing projects pursuant to a Lease Leaseback structure. In addition, the Contractor must provide the information requested on **Attachment 3** for the **10 most recent** projects Contractor has completed. **Your Firm must have completed at least 1 California K-14 Lease Leaseback project with an original contract value of \$15,000,000 or more; at least 4 California K-14 public school projects with an original contract value of \$15,000,000 or more; and at least 1 California K-14 theater/auditorium with an original contract value of \$10,000,000 or more in order to qualify for this Project.**
- 3.10. Ability to Perform Preliminary Services.** **Attachment 5** attached hereto includes a scope of work for Preliminary Services. Describe the Contractor's ability and past experience performing those Preliminary Services.
- 3.11. Cost Savings / Value Engineering.** The District is seeking a Contractor that has direct experience and/or can demonstrate an aptitude to "value engineer" or analyze a project's plans, components, and features, and find more efficient and cost-effective methods or alternatives. Describe your Firm's experience in recommending and implementing project cost savings/value engineering.
- 3.12. Local Outreach.** Describe the Contractor's knowledge and understanding of the local environment and Contractor's local presence. Describe Contractor's plans for providing local businesses and/or local trade contractors opportunities to participate in the Project.
- 3.13. Project Labor Agreement.** Describe the Contractor's involvement on previous projects on which a project labor agreement, project stabilization agreement, community workforce agreement, or similar arrangement was in place.
- 3.14. Environmental.** Describe the Contractor's experience and ability to ensure that it can perform its construction activities in an environmentally responsible manner. Also describe the Contractor's experience in constructing either CHPS and/or LEED certified buildings.
- 3.15. Contractor's Current Work Commitments/Project Limitations.**
 - 3.15.1. Specify the current and projected workload of Contractor. If applicable, provide a statement of all recent, current, or anticipated contractual obligations that relate in any way to similar work for the District that may have a potential to impede Contractor's ability to provide the Services described herein to the District.
 - 3.15.2. Indicate Contractor's limitations or restrictions related to the size of project that Contractor can contract for and can effectively perform. Provide a current letter from Contractor's Surety confirming ability to provide required bonding for this project and bonding capacity.
- 3.16. Additional Data.** Provide additional information about the Contractor as it may relate to Contractor's SOQ.
- 3.17. Professional Development.** Indicate ongoing commitment to professional education of staff, total number of permanent employees, and any other data that may assist the District in understanding Contractor's qualifications and expertise.

3.18. Compensation. The District is not asking in this RFQ that Contractors provide a specific proposal for the Project or for a final price to construct the Project. District will negotiate Project pricing with Contractors following the issuance of an RFP for the Project and prior to final GMP contract award. At this time, Contractors must provide the following information only:

Item	Amount
Staffing that would be part of Preliminary Services	
Project Manager (hourly rate)	\$ _____
Constructability Reviewer (hourly rate)	\$ _____
Estimator (hourly rate)	\$ _____
Scheduler (hourly rate)	\$ _____
Staffing that would be part of General Conditions	
Project Executive (hourly rate)	\$ _____
Project Manager (hourly rate)	\$ _____
Project Superintendent (hourly rate)	\$ _____
Project Engineer (hourly rate)	\$ _____
Mark-up on subcontractor work	_____ %
Mark-up on self-performed work	_____ %
Fee/Profit (as a percentage of direct costs)	_____ %
Overhead (as a percentage of direct costs)	_____ %
Bond (as a percentage of direct costs)	_____ %
Insurance (as a percentage of direct costs)	_____ %
Other costs (identify in sufficient detail for evaluation, either as a lump sum or a percentage of direct costs)	\$ _____ or _____ %

4. District's Evaluation / Best Value Selection Process. The District shall evaluate Firms' Responses based on a best value determination process.

4.1. Criteria for Best Value Selection Process. The District wishes to retain Contractors that have the financial strength, management and expertise to deliver a Project within a proposed schedule and within an established budget. The Contractor will be selected based on qualifications and demonstrated competence that include relevant experience with California public school Lease Leaseback construction, with State of California's School Facilities Program, and a proven track record for cost-efficient and timely construction projects.

4.2. **Scoring.** The following table indicates how the District will score steps 1 – 4. The scoring and criteria for all steps are included in **Attachment 2** to this RFQ. Only Firms that receive the minimum qualification points as required at each step will move to the next step.

STEP 1: Prequalification and Safety Requirements	Only Contractors that are prequalified by the District and meet the District’s Safety Requirements will proceed to STEP 2.
STEP 2: Scoring of SOQ	Total maximum possible points is 380.
STEP 3: Scoring of References	Total maximum possible points is 145.
Minimum qualification points required in STEP 2 and STEP 3 <u>COMBINED</u> for Firms to proceed to STEP 4: <u>420</u>	
The District will interview only those Firms that have the required minimum score after STEPS 2 & 3.	
STEP 4: Scoring of Interviews	Total maximum possible points is 600. Minimum qualification points required in STEP 4 to be considered for the Project: <u>480</u>

4.3. **Notification.** The District will notify Firms of their status after each Step. Firms that do not receive the required minimum qualification points from STEP 2, may request in writing a debriefing, which will be restricted to no more than two (2) persons from the Firm to have a discussion with the District staff regarding that Firm’s Response. All debriefings will take place after award and contract execution via a conference call or an in-person meeting, at the District’s sole discretion.

4.4. **Restrictions on Lobbying and Contacts.** Beginning with the date of issuance of this RFQ and concluding on the date of execution of the contract for this project, no person or entity submitting a response to this RFQ, nor any person, officer, employee, consultant, agent, or representative of the same shall through any means contact any employee of the District, any Board of Education member, any consultant for the District (including any project architect or any member of the program management team), or any member of any District-appointed committee to engage in any discussion regarding (1) this RFQ, (2) the selection process or (3) award of this contract. ***Any such contact shall be grounds for the immediate disqualification of the submitting entity without consideration of its response.***

4.5. The District reserves the right to contract with any Contractor responding to this RFQ for the Project, to reject any Response as non-responsive, and not to contract with any Contractor for the Services described herein. The District makes no representation that participation in the RFQ process will lead to an award of contract or any consideration whatsoever. The District reserves the right to seek Responses from, or to contract with, any Contractor not participating in this process. The District shall in no event be responsible for the cost of preparing any SOQ.

4.6. All SOQs will become the property of the District and subject to the California Public Records Act, Government Code sections 6250, et seq. Those elements in an SOQ that are trade secrets as that term is defined in Civil Code section 3426.1(d) or otherwise exempt by law from disclosure and which are prominently marked as “TRADE SECRET,” “CONFIDENTIAL,” or “PROPRIETARY” may not be subject to disclosure. The District shall not be liable or responsible for the disclosure of any

such records including, without limitation, those so marked if disclosure is deemed to be required by law or by an order of the Court. A Contractor that indiscriminately identifies all or most of its SOQ as exempt from disclosure without justification may be deemed non-responsive. In the event the District is required to defend an action on a Public Records Act request for any of the contents of an SOQ marked "Confidential," "Proprietary," or "Trade Secret," the Contractor agrees, by submission of its SOQ, to defend and indemnify the District from all costs and expenses, including attorneys' fees, in any action or liability arising under the Public Records Act.

Attachment 1

JOHN ADAMS MIDDLE SCHOOL - PERFORMING ARTS CENTER PROJECT DESCRIPTION

PROJECT DESCRIPTION:

A new 2-story 35,000 SF performing arts center for John Adams Middle School which includes a 750 seat hall, stage, back of house spaces for storage, dressing rooms, restrooms, and choir classroom. Included in the Project is a separate rehearsal room with supporting spaces for ticket sales and an exterior hardscape terrace and landscaping. The Project also includes modernization and seismic upgrade of the adjacent 5600 SF music building, Building J.

PRELIMINARY SERVICES:

See **Attachment 5**.

Attachment 2

SCORING FOR BEST VALUE SELECTION PROCESS

STEP 1 – PREQUALIFICATION; SAFETY REQUIREMENTS

- 1. Contractor must be prequalified by the District in accordance with this RFQ and must meet all Safety Requirements set forth in Section 2.2 – Contractor Safety Requirements of this RFQ.**

STEP 2 – SOQ SCORING

The following scoring will be used in evaluating the Firm’s responses to the following criteria, which will be determined by review of all portions of the Response, including the “Contractor’s Response” section of the RFQ and the “Contractor Project References.”

Item	Description	Maximum Qualification Points	Firm’s Qualification Points
1. District Format: Letter of Interest Table of Contents Executive Summary: 3.1; 3.2; 3.3; and 3.4	Firm has complied with the District’s requirements for formatting, including a Letter of Interest identifying the Firm with a brief statement of the Firm’s experience, personnel, potential conflicts of interest, and what will make the Firm a good fit for the Project; Table of Contents; and Executive Summary outlining the Firm’s philosophy and qualifications.	5	
2. Proposed Personnel / Project Team 3.5	Firm’s team members, especially team leaders, demonstrate applicable experience and expertise to perform Services for the Project.	50	
3. Budget 3.6	Firm demonstrates past experience and expertise to manage costs and stay within budget on LLB projects.	50	
4. Schedule 3.7	Firm demonstrates ability on LLB projects to prepare and meet achievable construction schedules, schedule management procedures, and successful handling of potential delays.	50	
5. Approach to Work 3.8	Firm demonstrates how it intends to work with District representatives and other Project participants and develop management techniques related to the Project requirements.	40	
6. Past Projects/Experience 3.9	Firm demonstrates experience and expertise with Lease Leaseback process, California K-14 projects, and California K-14 theater/auditorium projects.	30	
7. Ability to Perform Preliminary Services 3.10	Firm demonstrates experience and ability to perform Preliminary Services similar to those required for this Project.	30	
8. Cost Savings / Value Engineering 3.11	Firm demonstrates past experience and expertise to perform value engineering services for the Project.	20	
9. Local Outreach 3.12	Firm demonstrates knowledge and understanding of the District’s local outreach policies and describes local outreach plan including local trade contractors.	10	

10. Project Labor Agreement 3.13	Firm demonstrates knowledge and understanding of the District's Project Labor Agreement for the Project.	10	
11. Environmental 3.14	Firm demonstrates experience and ability to perform its construction activities in an environmentally responsible manner and in accordance with CHIPS and/or LEED certification requirements.	10	
12. Current Work Commitments 3.15	Firm describes current and projected workload.	10	
13. Additional Information 3.16	Strength of additional information provided by Firm.	10	
14. Firm Education 3.17	Firm describes its commitment to ongoing professional education.	5	
15. Compensation 3.18	Firm's compensation information provided is competitive and within the District's past experience for compensation for similar construction projects.	50	
	Total Score MAXIMUM POINTS	380	

STEP 3 – REFERENCES SCORING

1. Contacts references from the Firm's response to the "**Contractor Project References**" and scores those responses.
2. Fill out the information in Section I of the Qualification Evaluation – Reference Form and then call the contact person.
3. Ask the questions in Section II of the Qualification Evaluation – Reference Form. Ensure that you obtain the information regarding whether the Firm's performance in that area was "unsatisfactory," "below average," "average" or "above average." Assign the corresponding score for each answer in Section III.
4. Complete Section III of the Qualification Evaluation – Reference Form with the information received during the call.
5. Use a separate Qualification Evaluation – Reference Form for each call.
6. Make at least three (3) complete reference calls for each Firm.
7. Enter the "Total Score for This Project" of all the Qualification Evaluation – Reference Forms for that Firm into an "Averaging" Worksheet.

Sample "Averaging" Worksheet for 3 reference calls per Firm – See next page	
"Total Score For This Project" from first call	
"Total Score For This Project" from second call	
"Total Score For This Project" from third call	
Total	
Total divided by three (÷ 3) [DIVIDE SCORE BY NUMBER OF CALLS]	
This is the score for the Firm for the References Step in the evaluation process.	

STEP 3 – REFERENCES SCORING (CONTINUED)

References – Qualification Evaluation Form

Section I - General Project Information

Name of Firm:	Total Contract Costs:
	Contract Start/End Dates:
Project Title:	Actual Completion Date:
Scope of Work:	
Name of Public Agency:	Telephone Number of Contact Person:
Name of Contact Person:	Date and Time of Interview of Contact Person:
Architect Firm:	Principal Architect in Charge of Project:

Section II – Telephone Interview Questions

1. **Quality of Work.** Were there quality-related problems on the project? Were these problems attributable to the Firm? Was the Firm cooperative in trying to resolve problems? If not, provide specific examples. **Please rate the Firm with respect to quality of work as either unsatisfactory, below average, average, or above average.**

2. **Scheduling.** Rate the Firm's performance with regard to adhering to project schedules. Did the Firm meet the project schedule? If not, was the delay attributable to the Firm? **Please rate the Firm with respect to scheduling as either unsatisfactory, below average, average, or above average.**

3. **Subcontractor (Project) Management.** Rate the Firm's ability to manage and coordinate subcontractors (if no subcontractors, rate the Firm's overall project management). Was the Firm able to effectively resolve problems? If not, provide specific examples. **Please rate the Firm with respect to project management as either unsatisfactory, below average, average, or above average.**

4. **Change Orders.** Rate the Firm's performance with regard to change orders and extras. Did the Firm unreasonably claim change orders or extras? Were the Firm's prices on change orders and extras reasonable? If not, provide specific examples. **Please rate the Firm with respect to change orders as either unsatisfactory, below average, average, or above average.**

5. **Working Relationships.** Rate the Firm's working relationships with other parties (i.e. owner, designer, subcontractors, etc.). Did the Firm relate to other parties in a professional manner? If not, provide specific examples. **Please rate the Firm with respect to working relationships as either unsatisfactory, below average, average, or above average.**

6. **Responsiveness.** Rate the Firm's responsiveness to telephone calls, emails, meetings, requests for action, etc. Did the Firm respond to inquiries promptly and substantively? If not, provide specific examples. **Please rate the Firm with respect to responsiveness as either unsatisfactory, below average, average, or above average.**

7. **On-Site Firm Staff.** Rate the Firm's on-site staff relating to their management of the site, communication and interaction with owner's staff, and familiarity with project scope and status. **Please rate the Firm's on-site staff as either unsatisfactory, below average, average, or above average.**

8. **Paperwork Processing.** Rate the Firm's performance in completing and submitting required project paperwork (i.e. submittals, shop drawings, payment applications, etc.). Did the Firm submit the required paperwork promptly and in proper form? If not, provide specific examples. **Please rate the Firm with respect to paperwork processing as either unsatisfactory, below average, average, or above average.**

9. **Value Engineering.** Rate the Firm's performance in analyzing designed building features, systems, equipment, and material selections for the purpose of achieving essential functions at the lowest life cycle cost consistent with required performance, quality, reliability, and safety. **Please rate the Firm with respect to providing value engineering services as either unsatisfactory, below average, average, or above average.**

Section III - Numerical Rating

If the contact person rates the Firm unsatisfactory in any area, please attempt to provide written comments in Section II to explain the rating(s) assigned.

Firm's Name: _____

	Unsatisfactory	Below Average	Average	Above Average	Rating
1.Quality of Work	0	5	15	25	
2.Scheduling	0	5	15	25	
3.Subcontractor (Project) Mgt.	0	5	10	15	
4.Change Orders	0	5	10	15	
5.Working Relationship	0	5	10	15	
6.Responsiveness	0	5	10	15	
7.On-Site Staff	0	5	10	15	
8.Paperwork Processing	0	2	5	10	
9.Value Engineering	0	2	5	10	
Total Score for This Project					

STEP 4 – INTERVIEW SCORING

Firms meeting or exceeding the minimum total qualification points through Step 3 will be invited to interview with the District. The subject matter for the interview will be at the District’s discretion but shall include, at a minimum, the following topics.

Item	Maximum Qualification Points	Qualification Points
1. Current Project. Firm’s articulation of how it will construct the Project, Project philosophy, its ideas related to constructability, and other construction-specific ideas, concerns, or related issues (i.e., schedules, budgets, subcontractor selection, etc.).	200	
2. Budget/Schedule/Value Engineering. Firm’s articulation of its experience and expertise in managing project budget, construction schedule and value engineering.	100	
3. Past Projects/Experience. Firm’s articulation of Firm’s history, education, and background; Firm’s experiences working with similar, past projects; issues faced and how addressed (i.e. claims, bonding/surety involvement, owner relations, citations, etc.)	100	
4. Overall Ability and General Suitability. Firm’s articulation of its overall skills, ability to complete the Project, ability to work with other project professionals/consultants and general suitability for the District’s purposes (i.e., implementation of District policies and procedures, additional information, etc.).	100	
5. Personnel/Leadership. Firm’s articulation of its Project-designated personnel, leadership, subcontractor relations, relationship with other Project participants, apprenticeship program, etc.	100	
SUBTOTAL QUALIFICATION POINTS FROM STEP 4	600	

Attachment 3

CONTRACTOR PROJECT REFERENCES

CONTRACTOR PROJECT REFERENCES

- Provide the information requested below for the **10** most recently completed projects your Firm has completed as a General Contractor.
- Provide the information requested below for at least **1 California K-14 Lease Leaseback project with an original contract value of \$15,000,000 or more**, even if not within the **10** most recently completed projects.
- Provide the information requested below for at least **4 California K-14 public school projects with an original contract value of \$15,000,000 or more**, even if not within the **10** most recently completed projects.
- Provide the information requested below for at least **1 California K-14 theater/auditorium with an original contract value of \$10,000,000 or more**, even if not within the **10** most recently completed projects.
- Include all information indicated below on separate sheets and explain or clarify any response as necessary.

Project Name/Identification:

Project address/location:

Project owner, contact person, and telephone:

Project architect name and telephone number:

Scope of Work:

Original completion date:

Date completed:

Initial contract value (as of time of contract award):

Final contract value:

Lease Leaseback?

Budgeted contractor contingency: \$ _____ Contractor contingency used: \$ _____

Budgeted owner contingency: \$ _____ Owner contingency used: \$ _____

Attachment 4

SUBCONTRACTOR PROCUREMENT PROCESS (CONTRACTORS MUST FOLLOW FOR SUBSEQUENT RFP)

Bidding for Subcontractor Work. The request for proposal (“RFP”) that is later issued by the District shall require each Contractor to prequalify some or all subcontractors and shall comply with the requirements for the procurement of subcontractors set forth in Education Code section 17406 and as further detailed in the RFP. The subcontractor procurement process may be one or a combination of the following processes:

- **One Step Process of Low-Bid or Best-Value or Combination of Both.** The RFP may ask for a lump-sum cost for the project and the District will select the Contractor on a low-bid basis, a best-value basis, or a combination of both. All Contractors’ subcontractors in excess of ½ of 1% of that lump sum cost shall be identified in the Contractors’ proposals and shall be afforded the protections of the Subletting and Subcontracting Fair Practices Act. (Public Contract Code § 4100, et seq.)
- **Two-Step Process of Low-Bid or Best-Value or Combination of Both.**
 - Step 1.** The RFP may ask Contractors to provide (1) some initial pricing information (e.g., fee for preliminary services, general conditions, partial construction services, etc.) and (2) some subcontractors be identified in the proposal. The District will select the Contractor on a low-bid basis, a best-value basis, or a combination of both.
 - Step 2.** The selected Contractor, when directed later by the District, shall provide a final lump sum guaranteed project cost. At that time, the District will inform the Contractor whether the Contractor will award the subcontracts on a low-bid basis, a best-value basis, or a combination of both. Also at that time, the successful Contractor shall provide notice of bidding for all remaining subcontractors “in accordance with the publication requirements applicable to the District’s competitive selection process.” **The District intends to work with the successful Contractor for the Project to issue an advertisement to solicit subcontractors in compliance with statutory requirements and the District’s process.**

Attachment 5

PRELIMINARY SERVICES

TERMS AND CONDITIONS FOR PRELIMINARY SERVICES

1. **Scope of Contractor's Preliminary Services.** Contractor agrees to perform the services described herein and as may be agreed to by the Parties by written Amendment. Contractor shall perform management and coordination services, plan and specification constructability reviews, value-engineering reviews and recommendations and other reviews as necessary to verify that the drawings and specifications are clear and reasonably accurate to minimize the need for changes during the construction phase of the Project, including but not limited to the following described services ("Preliminary Services").
 - 1.1. **General Services.**
 - 1.1.1. Contractor shall assist the Architect with making formal presentations to the governing Board of District concerning Project development issues.
 - 1.1.2. Contractor shall prepare and update the preliminary Project schedule.
 - 1.1.3. Contractor shall prepare and update the components of the Guaranteed Project Cost and shall be primarily in control of ensuring that the Project can and is constructed for no more than that amount.
 - 1.1.4. Contractor shall assist the District with applicable land use issues.
 - 1.1.5. Contractor shall assist the District with DSA review, input, and timeframe for same.
 - 1.1.6. Contractor shall provide review and comment upon geotechnical / soils investigation and reports generated for the Project.
 - 1.1.7. Contractor shall provide review and comment upon survey of the Project site, including all known and planned utilities.
 - 1.1.8. Contractor shall provide review and comment upon any environmental impact report ("EIR") or other required California Environmental Quality Act ("CEQA") documents for the Project with District's CEQA consultant.
 - 1.2. **Review of Design Documents.**
 - 1.2.1. Contractor shall review Project design and budget with the District and the Architect.
 - 1.2.1.1. Contractor shall provide recommendations on site use and improvements, selection of materials, building systems and equipment and methods of Project delivery.
 - 1.2.1.2. Contractor shall provide recommendations on relative feasibility of construction methods, availability of materials and labor, time requirements for procurement, installation and construction of the Project and subparts thereof if requested, and factors relating to cost including, but not limited to, construction costs of alternate designs of materials, preliminary budgets and possible economics that could be

achieved through alternate methods or substitutions.

1.2.1.3. Contractor shall provide interim design phase estimates to establish and maintain the Project budget and scheduled costs.

1.2.1.4. Contractor shall assist in plan review submissions to the DSA.

1.2.1.5. **Value-engineering.** Contractor shall prepare a value-engineering report for District review and approval that:

1.2.1.5.1. Details areas of cost saving (e.g. construction processes/procedures, specified materials and equipment, and equipment or other aspects of the design documents that can be modified to reduce costs and/or the time for achieving substantial completion of the Project and/or to extend life-cycle and/or to reduce maintenance/operations costs, without diminution in the quality of materials/equipment/workmanship, scope or intended purposes of the Project);

1.2.1.5.2. Provides detailed estimate for proposed value-engineering items;

1.2.1.5.3. Defines methodology or approaches that maximize value; and

1.2.1.5.4. Identifies design choices that can be more economically delivered.

1.2.1.6. **Constructability Review.** Contractor shall prepare a detailed interdisciplinary constructability review within thirty (30) days of receipt of the plans from the District that:

1.2.1.6.1. Ensures construction documents are well coordinated and reviewed for errors;

1.2.1.6.2. Identifies to the extent known, construction deficiencies and areas of concern;

1.2.1.6.3. Back-checks design drawings and specifications for inclusion of modifications;

1.2.1.6.4. Provides the District with written confirmation that:

1.2.1.6.4.1. Requirements noted in the design documents prepared for the Project are consistent with and conform to the District's Project requirements and design standards; and

1.2.1.6.4.2. Various components have been coordinated and are consistent with each other so as to minimize conflicts within or between components of the design documents.

1.2.2. **Confirm Modifications to Design Drawings.** If the District accepts Contractor's comments, including the value-engineering and/or constructability review comments, Contractor shall review the design documents to confirm that those comments are properly incorporated into the final design documents.

1.3. Budget of Project Costs.

1.3.1. Contractor shall update and refine the budget of the Guaranteed Project Cost based on the most recent set of design documents. Contractor shall also advise the District and the Architect if it appears that the total construction costs may exceed the Guaranteed Project Cost established by the District and shall make recommendations for corrective action.

Contractor will further provide input to the District and Architect relative to value of construction, means and methods for construction, duration of construction of various building methods and constructability.

1.3.2. In each budget of the Guaranteed Project Cost, Contractor shall include values of scopes of work subdivided into component parts in sufficient detail to serve as the basis for progress payments during construction. This budget of the Guaranteed Project Cost shall include, at a minimum, the following information divided into at least the following categories:

- 1.3.2.1. Overhead and profit;
- 1.3.2.2. Supervision;
- 1.3.2.3. General conditions;
- 1.3.2.4. Layout & mobilization (not more than 1%)
- 1.3.2.5. Submittals, samples, shop drawings (not more than 3%);
- 1.3.2.6. Bonds and insurance (not more than 2%);
- 1.3.2.7. Close-out documentation (not less than 3%);
- 1.3.2.8. Demolition;
- 1.3.2.9. Installation;
- 1.3.2.10. Rough-in;
- 1.3.2.11. Finishes;
- 1.3.2.12. Testing;
- 1.3.2.13. Punchlist and acceptance.

1.4. Construction Schedule and Phasing Plan.

Contractor shall prepare a construction schedule to guide the design team through to bid dates. That schedule shall show the multiphases and interrelations of design, constructability review, and estimating. Contractor shall also prepare a fully cost-loaded, resource loaded construction schedule for the Project detailing the phasing and construction activities, including the Preliminary Services. Contractor shall further investigate, recommend and prepare a schedule for the District's purchase of materials and equipment requiring long lead time procurement, and coordinate the schedule with the early preparation of portions of the Contract Documents by the Architect.

1.5. Construction Planning and Bidding.

- 1.5.1. Contractor shall hold a workshop for subcontractors to generate interest in the Project and shall compile a list of prospective subcontractors, with references. Contractor shall work with the District and Construction Manager to vet all subcontractors before accepting their proposals for any sections of work.
- 1.5.2. Contractor shall prepare and distribute specifications and drawings provided by District to facilitate bidding to Contractor's subcontractors.
- 1.5.3. Contractor shall review the drawings and specifications to eliminate areas of conflict and overlapping in the work to be performed by various subcontractors, and with a view to being able to accurately compare subcontractor pricing and eliminating change order requests by the Architect or subcontractors.
- 1.5.4. Contractor shall conduct pre-bid conferences. Contractor shall coordinate with District and the Architect in responding to subcontractor questions or providing clarification to all subcontractors.

- 1.5.5. Contractor shall prepare appropriate subcontractor bid packages.
- 1.5.6. Contractor shall complete the buy-out of all the subcontract work, and using the General Construction Provisions markups provided to the District through the RFQ/P or as negotiated with the District, produce the Guaranteed Maximum Price (“GMP”) for the Project.
- 1.5.7. Contractor shall include values of scopes of work subdivided into component parts in sufficient detail to serve as the basis for tenant improvement payments during construction. This GMP shall include, at a minimum, the following information divided into at least the following categories:
 - 1.5.7.1. Overhead and profit (as provided in the RFQ/P or as negotiated with the District);
 - 1.5.7.2. Supervision (as provided in the RFQ/P or as negotiated with the District);
 - 1.5.7.3. General conditions (as provided in the RFQ/P or as negotiated with the District);
 - 1.5.7.4. Layout & mobilization (not to exceed 1%);
 - 1.5.7.5. Submittals, samples, shop drawings (not to exceed 3%);
 - 1.5.7.6. Bonds and insurance (as provided in the RFQ/P, not to exceed 2%);
 - 1.5.7.7. Close-out documentation (not to exceed 3%);
 - 1.5.7.8. Construction of the building broken down into its component parts; and
 - 1.5.7.9. Punchlist and Project acceptance.

Contractor shall indicate its willingness and ability to enter into the Contract Documents to construct the Project for at or below that Guaranteed Project Cost, excluding unforeseen conditions or District requested changes. This commitment will be a component of the Contract Documents.

2. **Limited Authority.** The duties, responsibilities and limitations of authority of Contractor shall not be restricted, modified or extended without written agreement between the District and Contractor.
3. **District's Responsibilities.** The District has and shall continue to provide to Contractor information regarding requirements for the Project, including information regarding the District's objectives, schedule, constraints and criteria.
4. **Termination.**
 - 4.1. **Termination by District.** The services described in this Exhibit may be terminated at any time without cause by District upon fourteen (14) days written notice to Contractor. In the event of such a termination by District, the District shall pay Contractor for all undisputed services performed and expenses incurred per this Exhibit as of the date of termination, supported by documentary evidence, including, but not limited to, payroll records, invoices from third parties retained by Contractor pursuant to this Exhibit, and expense reports up until the date of notice of termination plus any sums due Contractor for Board-approved extra services. In ascertaining the services actually rendered hereunder up to the date of termination, consideration shall be given to both completed work and work in process that would best serve the District if a completed product was presented, as determined by the District. Under no circumstances shall Contractor be paid for profit on unperformed services.
 - 4.2. **Ownership of Records.** It is mutually agreed that all materials prepared by Contractor under this Exhibit shall become the property of the District and Contractor shall have no property right therein whatsoever. Contractor hereby assigns to District any copyrights associated with the materials prepared pursuant to this Exhibit. Immediately upon termination and upon written request, the District shall be entitled to,

and Contractor shall deliver to the Contractor, all data, drawings, specifications, reports, estimates, summaries and such other materials and commissions as may have been prepared or accumulated to date by the District in performing this Exhibit (the "Termination Material") which is not Contractor privileged information, as defined by law, or Contractor's personnel information, whether such Termination Material is in draft or final form.

5. Compensation to Contractor

District shall pay for the Contractor's performance of the preliminary services pursuant to the payment provisions indicated in **Exhibit C** to the Facilities Lease.

6. Schedule of Preliminary Services

The Contractor shall perform the Preliminary Services pursuant to the schedule as approved by the District.