

## **EXHIBIT A**

### **STATEMENT OF QUALIFICATIONS FOR CONSTRUCTION SERVICES (LEASE-LEASEBACK) AND REQUEST FOR PROPOSALS FOR THE LINCOLN MIDDLE SCHOOL HVAC AND MODERNIZATION, SMASH/JOHN MUIR ELEMENTARY SCHOOL MODERNIZATION AND GRANT ELEMENTARY SCHOOL HVAC, FIRE ALARM, DOORS AND ACCESSIBILITY UPGRADES PROJECT**

**Santa Monica-Malibu Unified School District**  
**2828 4<sup>th</sup> Street, Santa Monica, CA 90405**  
**January 17, 2020**

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**REQUEST TO PREQUALIFY, FOR STATEMENT OF QUALIFICATIONS, AND FOR SEALED PROPOSALS  
FOR PRELIMINARY AND CONSTRUCTION SERVICES (LEASE LEASEBACK)  
FOR  
LINCOLN MIDDLE SCHOOL - HVAC AND MODERNIZATION,  
SMASH/JOHN MUIR ELEMENTARY SCHOOL MODERNIZATION, AND  
GRANT ELEMENTARY SCHOOL HVAC, FIRE ALARM, DOORS AND ACCESSIBILITY UPGRADES PROJECTS**

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

- A prequalification application ("**Prequalification Application**"), if Contractor is not currently prequalified with the District; and
- A statement of qualifications ("**SOQ**"); and
- A proposal ("**Proposal**")

from qualified firms, partnerships, corporations, associations, persons, or professional organizations ("**Contractor**" or "**Firm**") to perform preliminary and construction services for the **LINCOLN MIDDLE SCHOOL - HVAC AND MODERNIZATION, SMASH/JOHN MUIR ELEMENTARY SCHOOL MODERNIZATION, AND GRANT ELEMENTARY SCHOOL HVAC, FIRE ALARM, DOORS AND ACCESSIBILITY UPGRADES PROJECTS** ("**Project**") as described in **Attachment 1 ("Project Description")** pursuant to a Lease Leaseback structure in accordance with Education Code section 17406.

- Total Estimated Project Cost: \$17,000,000 - \$22,000,000
- Total Estimated Financed Amount: \$850,000 - \$1,100,000
- Total Estimated Contract Time: 15 Months, which includes approximately 4 Months of Preliminary Services

Contractors that intend to submit a response ("**Response**") to this RFQ/RFP 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 4 California K-14 public school projects in the last 5 years with an original contract value of \$15,000,000 or more, 1 of which must have been procured through the lease-leaseback procurement method.

**Pre-Response Meeting (Mandatory).** A pre-Response meeting to address the RFQ/RFP will be held at **9:30 A.M. on January 22, 2020, at the Facility Improvement Projects Office, 2828 4<sup>th</sup> 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.**

**Responses.** Interested Firms are invited to submit a Response as described below, with one (1) original and five (5) copies of requested materials as well as one (1) digital copy on a thumb drive, to: Sheere Bishop-Griego – Director of Procurement and Contract Management - Consultant, Facility Improvement Projects Office, Santa Monica-Malibu Unified School District, 2828 4<sup>th</sup> Street, Santa Monica, CA 90405. The District reserves the right to waive any immaterial irregularities or informalities in any Response or in this RFQ/RFP process.

**Responses must be received on or before February 11, 2020, no later than 3:00 p.m.**

**Questions.** Questions regarding this RFQ/RFP must be in writing and directed only to Sheere Bishop-Griego at

[smbishop@smmusd.org](mailto:smbishop@smmusd.org). Subject line of email to reference “RFQ/RFP LINCOLN MS, SMASH/MUIR & Grant ES LLB Question”. Firms are directed to **not** contact any other person regarding this RFQ/RFP.

**RFQ/RFP Questions/Addenda.** If the District issues addenda to this RFQ/RFP, Contractors are solely responsible for and must acknowledge receipt of addenda in the Contractor’s Proposal. Responses to the questions received, along with any addenda to this RFQ/RFP, will be posted to the project’s public plan room with ARC Southern California [www.crplanwell.com](http://www.crplanwell.com). It is the sole responsibility of each proposing firm to access the addenda and any responses to questions from the FIP website. If you are unable to access the FIP website, please contact Sheere Bishop-Griego 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 Proposal to be deemed non-responsive and may be rejected.

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

Event / Occurrence	Date / Deadline
District issues RFQ/RFP	January 17, 2020
Pre-Response Meeting ( <b>Mandatory</b> )	January 22, 2020
Deadline for Contractors to complete and submit Prequalification Applications (if not already prequalified with the District).	January 28, 2020
Deadline for Contractors to submit questions regarding this RFQ/RFP	January 29, 2020
District to respond to Contractors’ questions regarding this RFQ/RFP	February 5, 2020
District to issue Final Addendum, if any	February 5, 2020
District to issue listing of Pre-Qualified Contractors	February 5, 2020
Deadline for Contractors to submit Responses to this RFQ/RFP	February 11, 2020
District review of Responses	February 12 - 14, 2020
District to notify Contractors of qualification status	February 17, 2020
District to interview qualified Contractors	February 24, 2020
District to issue notice of selection of Contractor	Week of February 24, 2020
Planned District Board to consider award of Contract	March 5, 2020

This RFQ/RFP is not a formal request for bids or an offer by the District to contract with any party responding to this RFQ/RFP. The District reserves the right to reject any and all Proposals. The District also reserves the right to amend this RFQ/RFP as necessary. All Proposals and attachments submitted to the District in response to this RFQ/RFP shall remain property of the District.

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. **Skilled and Trained Workforce.** The successful Contractor and its Subcontractors of every tier shall use a skilled and trained workforce at minimum percentages, as defined in Public Contract Code section 2601, and required by Education Code section 17407.5, to perform all Work on the Project that falls within an apprenticeable occupation in the building and construction trades. A Contractor awarded a contract for the Project will be required to provide monthly reports demonstrating compliance for itself and its Subcontractors of every tier with the skilled and trained workforce requirements as prescribed by Public Contract Code sections 2601 and 2602, and required by Education Code section 17407.5.
- 1.4. **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 (“Services”)**, including the subcontractor procurement process that all Contractors are required to follow pursuant to Education Code section 17406(a)(4). District will negotiate Project pricing with Contractors prior to final GMP contract award.

## 2. Prequalification.

- 2.1. **Contractor Prequalification.** Unless already prequalified with the District, Contractors must submit by the date indicated in this RFQ/RFP (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](http://www.qualitybidders.com) by the date indicated in this RFQ/RFP. 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. **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.

## 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 fifty (50) 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 will 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. Provide the resumes of key personnel for each of the listed Subcontractors in your Proposal. Define the role of each person and outline his or her individual experience and responsibilities for the designated work.
- 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 4 California K-14 public school projects in the last 5 years with an original contract value of \$15,000,000 or more, 1 of which must have been procured through the lease-leaseback procurement method in order to qualify for this Project.**

- 3.10. Ability to Perform Preliminary Services.** Attachment 2 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. Contractor's Current Work Commitments/Project Limitations.**
- 3.12.1. 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.
- 3.12.2. 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.
- 3.13. Contractor's Experience with Skilled and Trained Workforce Requirements.** Describe Contractor's experience complying with the skilled and trained workforce requirements of Education Code section 17407.5 and Public Contract Code section 2600, et seq. Include a description of any disputes or claims arising out of the Contractor's compliance/non-compliance with skilled and trained workforce requirements. **Form: Contractor must include with its Response a copy of the form that it and its Subcontractors proposes to use to demonstrate compliance with the skilled and trained workforce requirements.**
- 3.14. Additional Data.** Provide additional information about the Contractor as it may relate to Contractor's SOQ.
- 3.15. 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.
- 3.16. Form of Agreement.** If a Contractor has any comments or objections to the Agreement attached as hereto as Attachment 5 to this RFQ/RFP, it shall provide those comments or objections in its Response. **PLEASE NOTE: The District will not consider any substantive changes to the form of Agreement if they are not submitted at or before the time the Response is due.**

#### **4. Cost Proposal.**

- 4.1. Preliminary Services:** State what Firm will charge to provide the Preliminary Services as identified in Attachment No. 2 to this RFQ/RFP for specific sums for identified tasks. Provide a total charge for the Preliminary Services based on anticipated hours of work, etc.

<b>Total of Contractor's Charges for Preliminary Services (must be the sum of the following categories of Preliminary Services)</b>	<b>\$ _____</b>
General Services – 1.1	\$ _____
Review of Design Documents – 1.2.1.1 – 1.2.1.4	\$ _____

Value Engineering – 1.2.1.5	\$ _____
Constructability Review – 1.2.1.6	\$ _____
Confirm Modifications to Design Drawings – 1.2.2	\$ _____
Review of Budget for Project Costs - 1.3	\$ _____
Construction Schedule and Phasing Plan – 1.4	\$ _____
Construction Planning and Bidding – 1.5	\$ _____

- 4.2. General Conditions:** Provide as a **full Project lump sum amount**, Firm's total proposed charge for its General Conditions in its performance of the Work of the Project. Upon District request, Contractor shall provide the fully detailed and itemized list describing all elements of the proposed General Conditions. Do **not** list the General Conditions as a percentage of Project costs.

<b>Total of Contractor's General Conditions in its performance of the Work.</b>	\$ _____
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- 4.3. Other Construction Charges:** Utilizing the following table, provide the Firm's charges for the following items.

Overhead (as a percentage of hard construction costs of \$20,000,000).	_____ %
Fee / profit (as a percentage of hard construction costs of \$20,000,000).	_____ %
Insurance cost (as a percentage of hard construction costs of \$20,000,000).	_____ %
Bond cost (as a percentage of hard construction costs of \$20,000,000).	_____ %
Mark-up on Subcontractor work	_____ %

- 4.4. Amount of Interest on Lease Payments:** Provide as a **numeric amount (not as a percentage)**, Firm's proposed amount of interest for the Lease Payments.

<b>Amount of Interest on Lease Payments.</b>	\$ _____
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- 5. District's Evaluation / Best Value Selection Process.** The Contractor will be selected based on the "best value" as determined by the District based on the following factors.

- 5.1. 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.

- 5.2. Scoring.** The following table indicates how the District will score steps 1 – 5. The scoring and criteria for all steps are included in **Attachment 4** to this RFQ/RFP. Only Firms that receive the minimum qualification points as required at each step will move to the next step.

<b>STEP 1: Prequalification</b>	<b>Only Contractors that are prequalified by the District will proceed to STEP 2.</b>
<b>STEP 2a: Scoring of SOQ</b>	Total maximum possible points is 360.
<b>STEP 2b: Scoring of References</b>	Total maximum possible points is 145.
	<b>Minimum qualification points required in STEP 2 <u>COMBINED</u> for Firms to proceed to STEP 3: <u>379</u></b>
	<b>The District will interview only those Firms that have the required minimum score after STEP 2.</b>
<b>STEP 3: Scoring of Interviews</b>	Total maximum possible points is 600.
	<b>Minimum qualification points required in STEP 3 to be considered for the Project: <u>450</u></b>
	<b>The District will score cost proposals for only those Firms that have the required minimum score after STEP 3.</b>
<b>STEP 4: Scoring of Cost Proposals</b>	Total maximum possible points is 250.
	<b>Minimum qualification points required in STEP 5 to be considered for the Project: <u>188</u></b>

- 5.3. Notification.** The District will notify Firms of their status after each Step. Firms that do not receive the required minimum qualification points from any step in the process, 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.
- 5.4. Restrictions on Lobbying and Contacts.** Beginning with the date of issuance of this RFQ/RFP and concluding on the date of execution of the contract for this project, no person or entity submitting a response to this RFQ/RFP, 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/RFP, (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.***
- 5.5.** The District reserves the right to contract with any Contractor responding to this RFQ/RFP 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/RFP 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 Proposal.

All Proposals will become the property of the District and subject to the California Public Records Act, Government Code sections 6250, et seq. Those elements in a Proposal 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 Proposal 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 Proposal marked "Confidential," "Proprietary," or "Trade Secret," the Contractor agrees, by submission of its Proposal, 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.

**6. Agreement.**

- 6.1.** If the District is unable to successfully negotiate a satisfactory agreement with terms and conditions the District determines to be fair and reasonable, the District may then commence negotiations with the next Contractor that it believes offers the next best value, in sequence, until an agreement is reached or determination is made to reject all submittals.
- 6.2.** Final selection of a Contractor shall be at the sole discretion of the District's Board of Education after recommendation from District staff.
- 6.3.** If a commitment is made, it will be to the most qualified respondent with whom the District is able to successfully negotiate the terms and conditions of the required Agreement, in the form and content attached hereto as **Attachment 5**.

## **Attachment No. 1**

### **PROJECT DESCRIPTION:**

#### **LINCOLN MIDDLE SCHOOL - HVAC AND MODERNIZATION PROJECT**

The work includes the replacement of the existing mechanical and fire alarm systems throughout the campus as well as any electrical work to support the new equipment. The new mechanical systems will provide heating and air conditioning. The fire alarm will include a new amplified voice evacuation system. Work will include all necessary trenching and environmental work (proper removal and disposal of hazardous materials) necessary to distribute the new systems throughout the buildings. The project also includes the replacement of the fire alarm and related infrastructure for the Child Development Center located across the street from the main middle school campus.

The project also includes the renovation of the special education suite in Building K. That work includes window and door replacement and interior renovations including flooring, paint and casework throughout the building. A new elevator will also be added to provide access to the second floor and new restrooms to meet ADA and the specific needs of the special education students.

#### **SMASH/JOHN MUIR ELEMENTARY SCHOOL MODERNIZATION PROJECT**

Work is to include the removal and replacement of HVAC systems in all the buildings. The existing furnaces will be replaced with combination heating/air-conditioning systems. These systems will be controlled by new wireless thermostats which will allow the District ability to better maintain and control the system. Many of the new cooling condensers are mounted on the ground and protected by a cage or fencing. The school is also receiving a new automatic Fire Alarm system.

In addition to HVAC and fire alarm, a new wireless security card access system is to be installed throughout the campus. All doors are being replaced will have card-access reader for enhanced security and the ability to be automatically locked down in an emergency situation. The interiors will receive new flooring, casework and acoustical treatment on the walls. Some of the classroom window systems will be replaced due to water penetration.

Accessible upgrades include: parking, path of travel, modifications to restrooms and water fountains.

#### **GRANT ELEMENTARY SCHOOL HVAC, FIRE ALARM, DOORS AND ACCESSIBILITY UPGRADES PROJECT**

The work includes the removal and replacement of HVAC systems in all buildings. The existing furnaces will be replaced with combination heating/air-conditioning systems. These systems will be controlled by new wireless thermostats which will allow the District ability to better maintain and control the system. The school is also receiving a new automatic fire alarm system.

In addition to HVAC and Fire a new wireless security card access system is to be installed throughout the campus. All doors are being replaced will have card-access reader for enhanced security and the ability to be automatically locked down in an emergency situation. New decorative security fencing will be installed at the entry.

Accessible upgrades include path of travel, modifications to restrooms and water fountains.

## **Attachment No. 2**

### **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 attend regular meetings during Project development between the Architect, the District, District site personnel, and any other applicable consultants to the District as required to discuss the Project, including budget, scope and schedule.
- 1.1.2. Contractor shall assist Architect with the making of a written record of all Project development meetings, conferences, discussions and decisions made between or among the District, Architect and Contractor.
- 1.1.3. Contractor shall assist the Architect with making formal presentations to the governing Board of District concerning Project development issues.
- 1.1.4. Contractor shall prepare and update the preliminary Project schedule.
- 1.1.5. Contractor shall prepare and update the components of the GMP and shall be primarily in control of ensuring that the Project can and is constructed for no more than that amount. It is expected that the Contractor will obtain significant subcontractor input to the components of the GMP.
- 1.1.6. Contractor shall assist the District with DSA review, input, and timeframe for same.
- 1.1.7. Contractor shall provide review and comment upon geotechnical / soils investigation and reports generated for the Project.
- 1.1.8. Contractor shall provide review and comment upon survey of the Project site, including all known and planned utilities.

##### **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 and specifications 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 Project budget 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 Project budget 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 update to the GMP, 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. The GMP 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 within four (4) weeks of Notice to Proceed.
- 1.5.6. Contractor shall complete the buy-out of all the subcontract work within fifteen (15) weeks of the Notice to Proceed, and using the General Construction Provisions markups provided to the District through the RFQ/RFP 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/RFP or as negotiated with the District);
  - 1.5.7.2. Supervision (as provided in the RFQ/RFP or as negotiated with the District);
  - 1.5.7.3. General conditions (as provided in the RFQ/RFP 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/RFP, 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 GMP, 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 submit a schedule for the performance of all Preliminary Services within 2 weeks of the District's issuance of the Notice to Proceed, for the District's review and approval, reflecting all Preliminary Services to be performed. The Contractor shall perform the Preliminary Services pursuant to the schedule as approved by the District.

**Attachment 3**

**CONTRACTOR PROJECT REFERENCES**

<b>CONTRACTOR PROJECT REFERENCES</b>	
<ul style="list-style-type: none"><li>Provide the information requested below for the <b>ten (10)</b> most recently completed projects your Firm has completed as a General Contractor.</li><li>At least <b>one (1)</b> of these projects must be a <b>California K-14 Lease Leaseback project</b> with an <b>original contract value of \$15,000,000 or more.</b></li><li>At least <b>four (4)</b> of these projects must be a <b>California K-14 public school project</b> with an <b>original contract value of \$15,000,000 or more.</b></li><li>Include all information indicated below on separate sheets, and explain or clarify any response as necessary.</li></ul>	
Project Name/Identification:	
Project address/location:	
Project owner, contact person, telephone and email:	
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 No.4**

**SCORING FOR BEST VALUE SELECTION PROCESS**

**STEP 1 – PREQUALIFICATION**

1. Contractor must be prequalified by the District in accordance with this RFQ/RFP.

**STEP 2a – 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/RFP 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 / Contractor Team 3.5	Firm's team members, especially team leaders, demonstrate applicable experience and expertise to perform Services for the Project.	100	
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 and California K-14 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. Current Work Commitments 3.12	Firm describes current and projected workload.	10	
10. Skilled and Trained Workforce 3.13	Firm demonstrates experience complying with skilled and trained workforce requirements.	10	
11. Additional Information 3.14	Strength of additional information provided by Firm.	10	
12. Firm Education 3.15	Firm describes its commitment to ongoing professional education.	5	

## **STEP 2b – 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.

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

## **STEP 2b – 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 and Email 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.**

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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. If not, provide specific examples. **Please rate the Firm with respect to working relationships as either unsatisfactory, below average, average, or above average.**

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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.**

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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.**

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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.**

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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.**

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### 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 3 – 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.

<b>Item</b>	<b>Maximum Qualification Points</b>	<b>Qualification Points</b>
<b>1. Current Project.</b> 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.).	<b>200</b>	
<b>2. Budget/Schedule/Value Engineering.</b> Firm's articulation of its experience and expertise in managing project budget, construction schedule and value engineering.	<b>100</b>	
<b>3. Past Projects/Experience.</b> 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.)	<b>100</b>	
<b>4. Overall Ability and General Suitability.</b> 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.).	<b>100</b>	
<b>5. Personnel/Leadership.</b> Firm's articulation of its Project-designated personnel, leadership, subcontractor relations, relationship with other Project participants, apprenticeship program, etc.	<b>100</b>	
<b>SUBTOTAL QUALIFICATION POINTS FROM STEP 3</b>	<b>600</b>	

**STEP 4 – SCORING OF COST PROPOSALS**

1. Proposed Price for Preliminary Services 4.1	Firm's amount provided is competitive and within the District's experience for charges for Preliminary Services.	50	
2. Proposed General Conditions 4.2	Firm's amount provided is competitive and within the District's experience for charges for General Conditions.	60	
3. Proposed Fee/Overhead and Profit 4.3	Firm's amount provided is competitive and within the District's experience for charges for Fee/Overhead and Profit.	50	
4. Proposed Bond and Insurance Charges 4.3	Firm's amount provided is competitive and within the District's experience for charges for Bond and Insurance Charges.	20	
5. Proposed Mark Up on Subcontractor Work 4.3	Firm's amount provided is competitive and within the District's experience for charges for Subcontractor Work.	60	
6. Financing Cost 4.4	Firm's amount provided for financing of the Project's construction cost.	10	
	<b>Total Score MAXIMUM POINTS</b>	<b>250</b>	

Attachment No. 5

LEASE LEASEBACK AGREEMENT