

**REQUEST FOR SEALED PROPOSALS
FOR PRECONSTRUCTION SERVICES FOR
JOHN MUIR LANGUAGE ACADEMY WHOLE SITE MODERNIZATION PROJECT
(LEASE-LEASEBACK)**

The San Diego Unified School District (“**District**”) is requesting sealed proposals for Preconstruction and Construction services through this document (“**RFP**”) for John Muir Language Academy as further described in **Attachment No. 1** (“Project Description”).

- Estimated Construction (Hard Cost) Budget : \$40,000,000
- Estimated Total Amount Contractor will Finance for the Project: \$2,000,000
- Anticipated Duration of Project: Nine (9) months of pre-construction services, thirty one (31) months of Construction only

Your firm was one of the qualified firms that responded to the District’s Request to Prequalify and for Statement of Qualifications for Preconstruction and Construction Services for Certain District Projects (Lease-Leaseback), dated July 27, 2018 (“Firm” or “Contractor”). As indicated in the Request to Prequalify (“RFQ”), the District intends to award this Project utilizing the lease-leaseback delivery method (Education Code section 17406. et. seq.).

Contract Documents: The Contract Documents are available at Crisp Imaging, 4920 Carroll Canyon Rd., San Diego, CA 92121 (858-535-0607) or online from Plan Well. Hard copy proposal documents are available for a refundable payment of Five-Hundred Dollars (\$500) per set; CD’s are available for a non-refundable charge of \$50, and; online documents are available for download on PlanWell through Crisp Imaging www.crispimg.com, click on Public Planroom. Payments shall be made by check payable to **SAN DIEGO UNIFIED SCHOOL DISTRICT**. If the deposit for the Contract Documents is refundable, refunds will be processed by the District only if the Contract Documents, including all addenda, are returned intact and in good order to Crisp Imaging within ten (10) days of submitting proposal.

Mandatory Pre-Proposal Conference and Site Walk: A mandatory pre-proposal meeting and site walk will be held at the date/time indicated in the RFP Schedule. **All participants are required to meet in front of the school, at John Muir Language Academy, 4431 Mt. Herbert Avenue, San Diego, CA 92117 at 9:00AM.** The meeting will begin in the Auditorium for a general project overview, followed by a site walk of the school site. The pre-proposal meeting and site walk is expected to take approximately two (2) hours. Failure to attend or extreme tardiness and to sign in will render a Contractor’s Proposal ineligible.

Proposals: RFP Responses must be received by the respective dates indicated in the RFP schedule with:

3-ring binder: one (1) original and six (6) copies	RFP Response
Flash drive: One (1) electronic copies in PDF format with Bookmarks	RFP Response
In a Sealed Envelope: Six (6) copies of each:	Attachment No. 4 – Preconstruction Services and Other Pricing Factors

Deliver to: San Diego Unified School District, 2351 Cardinal Lane, Building M, San Diego, CA 92123, Attn: Jennifer Almond, Contracts Specialist, Construction.

Electronically transmitted Lease-Lease Back Contractor Proposals or Offers will not be considered.

Questions: Questions regarding this RFP must be in writing and directed only to **Jennifer Almond** at jalmond@sandi.net by the date indicated in the RFP Schedule. **CONTRACTORS WITH QUESTIONS OR COMMENTS ABOUT THIS RFP OR THE PROJECT SHOULD NOT CONTACT ANY OTHER DISTRICT REPRESENTATIVE, BOARD MEMBER, CONSULTANT, EMPLOYEE, OR PERSON. ATTEMPTS BY A CONTRACTOR TO CONTACT ANY OTHER PERSON MAY RESULT IN DISQUALIFICATION OF THAT FIRM.**

RFP Addenda: Firms are solely responsible for checking the District's online plan room at www.crispimg.com and obtaining access via PlanWell to determine if the District has issued any addenda to this RFP. Firms must acknowledge receipt of all addenda in their Proposal. 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 or incomplete and may be rejected.

Subcontractor's Prequalification (Non-MEP and MEP): Every subcontractor to the Contractor seeking to perform work valued at more than one-half of one percent (1/2 of 1%) of the value of the Contract is required to meet the minimum criteria as outlined herein. Each non-MEP subcontractor shall complete the form that is attached to this RFP as **Attachment No. 2** ("NON-MEP SUBCONTRACTOR'S PREQUALIFICATION FORM"). In addition, if components of the Project will be performed by mechanical, electrical, or plumbing ("MEP") subcontractors regardless of value of their work, then each of those MEP subcontractors with the following license classifications that intend to propose as a subcontractor performing work under one or more of the following license classifications, is required to have been prequalified by the District: C-4, C-7, C-10, C-16, C-20, C-34, C-36, C-38, C-42, C-43, and/or C-46. Every MEP subcontractor performing in the respective trade must be prequalified by submitting the application that is attached to this RFP as **Attachment No. 2** ("MEP SUBCONTRACTOR'S PREQUALIFICATION APPLICATION"), to the District no later than the date indicated in the RFP Schedule.

NOTE: Subcontractor prequalification is not required at this time. However, will be required to be met after the project is DSA approved and at time of GMP development/submittal.

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

Event	Time / Date / Deadline
District Issues RFP	March 15, 2019
Contract Documents Available Through Crisp Imaging	March 19, 2019
Mandatory Pre-Proposal Conference and Site Walk	9:00 AM, March 20, 2019
Deadline for Contractors to submit RFI questions regarding this RFP	2:00 PM, April 3, 2019
District to respond to Contractors' questions regarding this RFP	April 10, 2019
Deadline for Contractors to submit Proposal	2:00 PM, April 17, 2019
District Negotiations with Contractor	April 26 – May 2, 2019
District Board approves successful Contractor	May 28, 2019

This RFP is not a formal request for bids or an offer by the District to contract with any party responding to this RFP. The District reserves the right to reject any and all Proposals. The District also reserves the right to amend this RFP as necessary. District will not provide any oral clarifications or modifications to the RFP or the requirements hereof. No employee, office, agent or representative of the District is authorized to provide oral clarifications or modifications to the RFP. Contractors shall not rely on any oral clarification or modification to the RFP. All Proposals and attachments submitted to the District in response to this RFP shall remain property of the District.

1. GENERAL INSTRUCTIONS, REQUIREMENTS AND INFORMATION

- 1.1. **License:** Contractor is required to possess one or more of the following State of California Contractor License(s): **B**. The Contractor's license(s) must be active and in good standing at the time of the submitting it's Proposal and must remain so throughout the term of the Contract.
- 1.2. **Labor Code Requirements:** Pursuant to Labor Code §1773, the Director of the Department of Industrial Relations (DIR) of the State of California has determined the generally prevailing rates of wages in the locality in which the Work is to be performed. To perform work on this project, Contractor and all of its subcontractors are required to be registered as a public works contractors with the Department of Industrial Relations (DIR) pursuant to Labor Code §1725.5. All contractors' registration must remain active throughout the term of the agreement. The rates are set forth in a schedule which may be found on the DIR website <http://www.dir.ca.gov>. Any Contractor to which a contract is awarded must pay the prevailing rates, post copies thereof at the job site, provide payroll records when required, and otherwise comply with applicable provisions of state law.
- 1.3. **Withdrawal of Proposals:** Proposals may not be withdrawn by any Contractor for a period of **one-hundred fifty (150) days** after the opening of Proposals. During this time, all Contractors shall guarantee prices quoted in their respected Proposals.
- 1.4. **Substitute Security:** In accordance with the provisions of California Public Contract Code §22300, substitution of eligible and equivalent securities for any monies withheld by the District to ensure the Contractor's performance under the Contract will be permitted at the request and expense of the Contractor and in conformity with California Public Contract Code §22300.
- 1.5. **Examination of Contract Documents:** Each Contractor shall become fully acquainted with conditions relating to the Work to fully understand the facilities, difficulties, and restrictions attending the execution of the Work. Contractors shall thoroughly examine and be familiar with the Drawings and Specifications and all other Contract Documents. The failure of any Contractor to receive or examine any of the Contract Documents, form, instrument, addendum, or other document or to visit the Sites and be acquainted with the conditions there existing shall in no way relieve any Contractor from obligations with respect to its Proposal or to the contract. The submission of a Proposal shall be taken as prima facie evidence of compliance with this section.
- 1.6. **Project Geotechnical Report:** A geotechnical report has been prepared for this Project and is attached to this RFP as **Appendix B**. The report, in its entirety, is not part of the Contract Documents. The opinions expressed in the report are those of the geotechnical engineer and represent interpretations of the subsurface soil conditions, texts, and results of the analyses conducted by the geotechnical engineer. The District (Owner) will not be responsible for interpretations or conclusions drawn from this data by the Contractor.
- 1.7. **Delivery of Bonds and Certificates:** Unless otherwise specified, the successful Contractor shall, within five (5) business days after written notification by the District, sign and deliver to the District the Labor and Material Payment Bond and Performance Bond, certificates of insurance, and other required documents. In the event the successful Contractor fails or refuses to so deliver such documents by the deadline date, the District may award the work to the next qualified Contractor. *The penal sums of the Labor and Materials Payment Bond and the Performance Bond shall each be in an amount equal to 100% of the Contract Price by school site. The District will determine if the amount of a particular bond can be less than the total Contract Price depending on the phases of each of the Projects, but the successful Contractor must be prepared to provide bonds in an amount equal to 100% of the Contract Price.* Bonds required by the Contract Documents

shall be accepted by the District on District provided forms, only if issued and duly executed by a responsible corporate surety, authorized to issue such bonds in the State of California, and financially secured through an authorized agent with an office in California. *The District does not intend to request bonds for the preconstruction phase of the project.*

NOTE: Subcontractor prequalification is not required at this time. However, will be required to be met after the project is DSA approved and at time of GMP development/submittal.

- 1.8. **Interpretation of Contract Documents:** If any person contemplating submission of a Proposal for the proposed Contract is in doubt as to the true meaning of any part of the Drawings, Specifications, or other portions of the Contract Documents, or finds discrepancies in, or omissions from the Drawings, Specifications or other portions of the Contract Documents, a written request for an interpretation or correction thereof shall be submitted to the District as indicated in the RFP Schedule. Any Contractor submitting such a request is solely responsible for its prompt delivery. Any interpretation or correction, or other modification of any portion of the Contract documents will be made only by Addendum duly issued by or on behalf of the District and a copy of such Addendum will be mailed, facsimiled, or otherwise delivered to each Contractor who has theretofore obtained a set of the Contract Documents. The District will not be responsible for any other explanations or interpretations of the Contract Documents. No oral interpretation, correction or modification of any portion of the Contract Documents will be made to any Contractor and no Contractor may rely upon any such oral interpretation, correction or modification. Addenda issued pursuant to the above shall be made a part of the Contract Documents. All interpretations, corrections or modifications made by the Strategic Sourcing and Contracts Department, San Diego Unified School District, shall be final and binding. Failure of a Contractor to request interpretation, correction or modification of known discrepancies in, or omissions in the Drawings, Specifications or other portions of the Contract Documents shall be deemed an acknowledgment by the Contractor that if awarded the Contract for the Work, the Contractor will remedy said discrepancies and omissions at no additional cost to the Owner.
- 1.9. **Addenda and Amendments:** This document and any attachments, appendices and addenda will be available online from Plan Well. Contractors are responsible for ensuring that electronic communication is functioning and that online documents are accessible. Should there be any questions or uncertainty that documents cannot be accessed or questions are not being received, Contractors are responsible for following up with the District by e-mail at jalmond@sandi.net.
- Contractor is completely responsible for obtaining and verifying all addenda issued by the District. Failure of a Contractor to obtain and acknowledge in the RFP all addenda may result in their proposal being deemed as non-responsive or incomplete.
- Any addenda issued during the time of the RFP solicitation shall form a part of the RFP.
- 1.10. **Inspection of Facilities:** The District reserves the right to inspect the facilities of the Contractor prior to award of the contract. If the District determines that after such inspection the Contractor is not capable of performance within the District's standards, their proposal will not be considered. The findings and decisions of the District shall be final.
- 1.11. **Emerging Business Enterprise (EBE):** The District has an Emerging Business Enterprise (EBE) Program that recognizes Small Business Enterprises (SBEs) and Minority- (MBE), Women- (WBE), Disabled Veteran-Owned (DVBE/SDVOB) business enterprises, and other broadly recognized designations. Responding firms are required to provide an EBE Participation Plan listing its own EBE designation (if applicable) and its EBE subconsultants, Subcontractors and teaming partners, and describing the methods for meeting the District's EBE participation goals.

1.11.1 The Firm shall also include the following tasks as part of its EBE Participation Plan:

- a. Identify Firm’s EBE Participation liaison and contact information. Firm shall inform the District of any personnel changes in advance of the meetings and/or deliverables described below.
- b. Contractor will submit each month with its Pay Application a completed EBE Participation Report form (to be provided by the District). Data to be provided will include, but not be limited to, project information, EBE subcontractor names and information, EBE contract award values, description of EBE’s work, EBE certification designations, contract amendments and EBE participation values (\$ and %).
- c. District Business Outreach staff will attend the project preconstruction meeting and present information about the reporting schedule, EBE Participation goals and requirements, review the Firm’s proposed outreach Plan and methods, and identify any areas/trades where District Business Outreach staff could provide assistance in helping the Firm meet its goals.
- d. District Business Outreach staff will review and assess monthly reports. The following meetings will be held if the Firm is not meeting or is not on track to meet its EBE participation goals.
 - 1) 50% completion EBE Status meeting with District Business Outreach staff to review Firm’s EBE Participation results to date, subcontractors and/or suppliers proposed to complete the project, project schedule and subcontractors timing, and identify any areas/trades that require support from the District Business Outreach staff to meet Firm’s goals.
 - 2) Substantial completion EBE Status meeting with District Business Outreach staff to review Firm’s EBE Participation results, goals and proposed outreach efforts; and identify any areas/trades that require support from the District Business Outreach staff to meet Firm’s goals. A follow-on meeting may be set as deemed necessary and at the convenience of District Business Outreach staff to provide the Firm with every opportunity to meet its EBE participation goals.

1.12. The District sets new EBE goals each year based on the construction market. As of 2018, District EBE goals for architects, engineers and construction are as follows:

EBE Business Classification	EBE Participation Goals
Overall EBE Goal*	50%
Disabled Veteran-Owned Business Enterprise (DVBE)**	5.0%
Minority-Owned Business Enterprise (MBE)	8.0%
Women-Owned Business Enterprise (WBE)	4.5%
Small Business Enterprise (SBE)	45%
<i>*SDUSD tracks each EBE certification held; therefore, the total EBE goal may differ from the sum of the EBE categories.</i>	
<i>**DVBE goals can be higher than the 3% requirement when the market can bear it.</i>	

“Emerging Business Enterprise” (EBE) is an umbrella term that includes minority-, women-, disabled veteran-owned and small business enterprises, which are defined as follows:

- a. Small Business Enterprise (SBE): an independently owned and operated business, which is not dominant in its field of operation, the principal office of which is located in California, the officers of which are domiciled in California, and which, together with affiliates, has 100 or fewer employees, and average annual gross receipts of ten million dollars (\$10,000,000) or less over the previous three years. See California Government Code §14837(d)(1).

SDUSD accepts SBE certifications from California DGS; the City of San Diego’s Small Local Business Enterprise (SLBE) and Emerging Local Business Enterprise (ELBE) programs; and the Small Business Administration’s (SBA’s) Certified 8(a) Program.

- b. Disabled Veteran Business Enterprise (DVBE): 51% owned by one or more disabled veterans, management and daily operations are controlled by one or more disabled veterans *but need not be those who own the business*; and home office located in the United States which is not a branch or subsidiary of a foreign corporation. See California Military & Veterans Code, §999(b)(7)(A).

SDUSD accepts, both, the California Department of General Services (DGS) Disabled Veteran Business Enterprise (DVBE) certification and the Department of Veterans Affairs Center for Veterans Enterprise (CVE) Service Disabled Veteran-Owned Small Business Enterprises (SDVOSB) verification with CVE letter.

- c. Minority Business Enterprise (MBE): 51% owned by one or more minorities, management and daily operations are controlled by one or more minorities who own the business; and home office located in the United States which is not a branch or subsidiary of a foreign corporation. See California Public Contract Code, §10115.1(e)

SDUSD accepts, both, the California Public Utilities Commission (CPUC) Supplier Clearinghouse MBE and the California Unified Certification Program (CUCP/Caltrans) Disadvantaged Business Enterprise (DBE) and MBE certifications, and that from the Minority Supplier Development Council (MSDC).

- d. Women Business Enterprise (WBE): 51% owned by one or more women, management and daily operations are controlled by one or more women who own the business; and home office located in the United States which is not a branch or subsidiary of a foreign corporation. See California Public Contract Code, §10115.1(e)

SDUSD accepts, both, the CPUC and CUCP/Caltrans WBE certifications, and that from the Women’s Business Enterprise Council (WBENC).

- 1.13. **Disabled Veteran Business Enterprise Participation Program:** Pursuant to Resolution In Support of Service Disabled Veterans Owned Businesses (SDVOB) and Disabled Veteran Business Enterprises (DVBE) approved on May 10, 2011 by the Board of Education, the San Diego Unified School District has replaced the good faith effort with a mandatory requirement of 3% for DVBE participation in all District construction bids/RFPs, regardless of size. In order to be responsive, the successful Contractor must meet or exceed 3% DVBE participation either directly through the General Contractor or a first tier subcontractor or supplier as evidenced by DVBE/SDVOB Contractor Declaration and

Contractor's DVBE Statement forms submitted at time of proposal. The failure of any Contractor to strictly comply with the District's DVBE Participation Program Policy will result in rejection of a Contractor's Proposal for non-responsiveness or incompleteness.

All Contractors will be required to submit a *complete* DVBE/SDVOB Contractor Declaration *and* Contractor's DVBE Statement that are attached to this RFP as Attachment No. 3 ("DESIGNATED DVBE/SDVOB PARTICIPATION DOCUMENTATION AND DESIGNATED SUBCONTRACTORS LIST"), including the subcontractor/supplier's full address and contact information and work to be performed or supplies to be provided, at time of submitting its Proposal. See also Section 2.10 of this RFP.

NOTE: Designated DVBE/SDVOB Participation Documentation and Designated Subcontractor List is not required at this time. However, will be required to be met *after the project is DSA approved and at time of GMP development/submittal*.

DVBEs need to have a current and valid certification from the State of California Department of General Services. SDVOBs need to have a current and valid verification letter from the Department of Veteran's Affairs Center for Veterans Enterprise; self-representation will not be accepted. DVBE eligibility is a two-year period and must be renewed annually. SDVOB eligibility is a three-year period. Eligibility must be current at time of submitted Proposal and contract award.

- 1.14. **Project Stabilization Agreement (PSA):** This project is subject to the Project Stabilization Agreement (PSA) adopted by the Board of Education on July 28, 2009 and as subsequently amended. The complete agreement is available for viewing and downloading at www.sandiegounified.org/node/1097. The successful Contractor (and all Subcontractors) will be required to execute a PSA Letter of Assent (LOA), whereby Contractor and Subcontractors agree to conform to all terms and conditions set forth in the PSA.
- 1.15. **Public Records:** All Proposals and other documents responding to the RFP will become the exclusive 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 RFP or subsequent 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 RFP or subsequent proposal marked "Confidential," "Proprietary," or "Trade Secret," the Contractor agrees, by submission of 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.
- 1.16. **Drug Free Workplace Certificate:** In accordance with California Government Code §§8350 *et seq.*, the Drug Free Workplace Act of 1990, the successful Contractor will be required to execute a Drug Free Workplace Certificate concurrently with execution of the Contract. The successful Contractor will be required to implement and take the affirmative measures outlined in the Drug Free Workplace Certificate and in California Government Code §§8350 *et seq.* Failure of the successful Contractor to comply with the measures outlined in the Drug Free Workplace Certificate and in California Government Code §§8350 *et seq.* may result in penalties, including without limitation, the termination of the Agreement, the suspension of any payment of the Contract Price otherwise due under the Contract Documents and/or debarment of the successful Contractor.

- 1.17. **Compliance With Immigration Reform and Control Act of 1986:** The Contractor is solely and exclusively responsible for employment of individuals for the Work of the Contract in conformity with the Immigration Reform and Control Act of 1986, 8 USC §§1101 et seq. (the "IRCA"); the successful Contractor shall also require that any person or entity employing labor in connection with any of the Work of the Contract shall so similarly comply with the IRCA.
- 1.18. **Contents of Proposal:** Contractors must review this RFP and especially this section carefully to understand how to prepare the separate components of their Proposal.
- John Muir Language Academy WSM – Stage 1 Preconstruction Services
 - John Muir Language Academy WSM – Stage 2, Phase 1 – New 2-story classroom building, new PE locker building and associated site work.
 - John Muir Language Academy WSM – Stage 2, Phase 2 – New administration building, kindergarten classroom expansion, kitchen expansion, modernization of existing permanent buildings and associated site work including reconfiguration of existing parking and drop-off.
 - John Muir Language Academy WSM – Stage 2, Phase 3 – Remove portable buildings and Interim Housing and complete associated sitework including new staff parking lot.

2. CONTENTS OF PROPOSAL

2.1. GENERAL REQUIREMENTS

2.1.1. Cover Letter

- 2.1.2. **Description of Firm:** Proposer must provide in their Proposal an active and valid contracting license number, in the proper classification(s) issued by the California State License Board; a current registration number issued by the Department of Industrial Relations; and provide acknowledgement of all addenda included in this RFP:

2.1.2.1. License Number

2.1.2.2. DIR Number

2.1.2.3. Acknowledgement of Addendum

- 2.1.3. **Proposed Contractor Team:** If different from your SOQ, include key personnel and other members of your team specifically assigned to the John Muir Language Academy WSM project. Please include specifically the resumes of key personnel who would be performing Services on Stage 1 and Stage 2 for the District at John Muir Language Academy. 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. Include the name(s), résumé(s), project experience summary, addresses, telephone numbers, fax numbers, email addresses of the company manager and staff member(s) in your organization who will be assigned to work with the District and who will be authorized to make recommendations and decisions regarding work.

- 2.1.4. **Contractor's Experience:** Describe the Contractor's experience performing projects with similar scopes of work as the District's Projects described in **Attachment No.1** and whether those projects were pursuant to a lease-leaseback structure. Provide details for a minimum of three (3) and a maximum of five (5) past projects. This portion of the Proposal should include all other similar services

performed by your firm, especially those performed for large, California K – 14 School Districts. Information should include the location and size of each service, a management level contact representative at the organizations referenced along with contact telephone number. The District reserves the right to interview, and if appropriate, visit referenced clients.

2.1.4.1. Include projects that have Preconstruction Design Services Experience, and include Narrative of Pre-construction Design Services performed for each project.

2.1.5. **Firm's Methodology:** Describe how the Firm will provide services and fulfill the requirements and expectations of the District and this RFP. Use this section to address the ability of your Firm to provide support services and training to the District, undertake and accomplish the required scope of services while meeting deadlines, the Firm's record of meeting schedules and deadlines of other clients, advantages over other firms in the same industry, Safety program implementation, strength and stability as a business, and supportive client references. Describe the Firm's ability to provide pre-construction and lease-leaseback services exclusively and in a timely manner for the District and the Firm's commitment to providing experienced personnel assigned to District's Project.

2.1.6. **Value Engineering**

2.1.6.1. **Narrative of Value Engineering Process:** Value Engineering: Provide a written narrative of the contractor's Value Engineering (VE) process and approach. The District is seeking a Contractor that has direct experience and ability to 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.

2.1.6.2. **3-5 Past Examples:** Contractor's Experience: Describe the Contractor's experience performing Value Engineering (VE) on projects with similar scopes of work as the District's Projects described in **Attachment No.1** and whether those projects were pursuant to a lease-leaseback structure. Please include a Narrative that describes your Value Engineering process. Provide details for a minimum of three (3) and a maximum of five (5) past projects. This portion of the Proposal should include all other similar services performed by your firm, especially those performed for large, California K – 14 School Districts. Information should include the location and size of each service, a management level contact representative at the organizations referenced along with contact telephone number. The District reserves the right to interview, and if appropriate, visit referenced clients.

2.1.7. **Current Work Commitments / Project Limitations**

2.1.7.1. **Current / Projected Workload:** Specify the current and projected workload of Contractor. If applicable, provide a statement of all recent, current, or anticipated contractual obligations (anticipated Schedule and Value) 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.

2.1.7.2. **Contractors Limitation or Surety Restrictions:** Indicate Contractor's limitation or Surety restrictions related to the size of Project that Contractor can contract for and can effectively perform.

2.1.8. **Approach to Local and Diversity Outreach**

- 2.1.8.1. EBE Approach
- 2.1.8.2. DVBE Approach

2.1.9. **LLB Contract Documents:** If a Contractor has any comments or objections to the Lease-Leaseback Contract Documents attached as **Attachment No. 6** (“CONTRACT”) to this RFP, a Contractor shall provide those comments or objections in its Proposal. **PLEASE NOTE: The District will not consider any substantive changes to the Contract if they are not submitted at or before this time.**

2.2. **STAGE 1**

2.2.1. **Total Charges for Preconstruction Services and Other Pricing Factors:** Please provide your total charge for Preconstruction Services for the Project on the Form attached to this RFP as **Attachment No. 4.**

2.2.2. **Preconstruction Services Schedule**

- 2.2.2.1. Statement Understanding the District’s scope of work specified herein;
- 2.2.2.2. Description of how Stage 2 will be managed according to priority of work.
- 2.2.2.3. Describe any challenges/obstacles associated with the implementation
- 2.2.2.4. Provide Suggestions to timeline or obstacles that could benefit the overall cost to implement the Project or suggestions to key milestone dates to phases that could be more difficult or impossible to achieve.

2.2.3. **Detailed Guaranteed Maximum Price:** NO Guaranteed Maximum Price at this time. Unless the contract for the Project has been otherwise terminated, the District will direct the Contractor to provide a final GMP at a later date after DSA has approved the plans and the Contractor and District agree on the timing and structure to advertise and solicit subcontractor pricing. For reference only, section 2.3 below describes the final GMP and related requirements pertinent to Stage 2 of the Project.

2.2.4. **Designated Subcontractors List:** NO Subcontractors List required at time of submitted Proposal for the Project.

2.3. **STAGE 2 (FOR REFERENCE ONLY, NOT REQUIRED AS PART OF THE STAGE 1 PRECONSTRUCTION SERVICES PROPOSAL)**

2.3.1. **Detailed Guaranteed Maximum Price:** Please provide a Guaranteed Project Cost / Guaranteed Maximum Price (“GMP”) to provide all materials, labor, and all other costs to perform all work to construct Stage 2 of the Project. Please provide a GMP on the GMP Form attached to this RFP as **Attachment No. 4** (“GMP FORM”). Also include all pricing components required in **Attachment 4.**

2.3.1.1. **Interest Charge for Financing Portion of the GMP:** Firms must be prepared to finance a portion of the GMP for a period of time. Although the exact amount and duration may be adjusted at the District’s discretion, it is anticipated that the financing for Stage 2 of the Project will be for

twelve (12) months, after completion of Stage 2 of the Project, during which time the District will make monthly Lease Payments of 1/12 of the total financed amount, plus an agreed-upon interest charge. *Please provide the District with your proposed interest charge for the financed in Attachment 4.*

- 2.3.1.2. **Designated Subcontractors List:** Contractors must submit one copy with the Proposal a Designated Subcontractors List attached hereto as **Attachment No. 3**, for those subcontractors that will perform Services in excess of ½ of 1% of the GMP for any portion of the Project, including labor, rendering of service, or specially fabricating and installing a portion of the Project or improvement. Failure to submit this list when required shall result in the Proposal being deemed non-responsive or incomplete and the Proposal will not be considered. The identified subcontractors shall be afforded the protections of the Subletting and Subcontracting Fair Practices Act. (Public Contract Code § 4100, et seq.) See also Section 1.12 of this RFP.
- 2.3.2. **Schedule of Values (Specific to Stage 2):** Please provide a preliminary schedule of values for Stage 2 of the Project. A spreadsheet for each Firms' use is attached to this RFP as **Attachment No. 5**. You may use this form or your firm's own form. In either case, the District expects your Schedule of Values to include the information indicated in the attached spreadsheet. After DSA approval the District will provide an **updated Attachment No. 5** for the contractor to complete and submit with their GMP.
- 2.3.3. **Value Engineering (Specific to Stage 2):** - Provide a list of potential Value Engineering (VE) and or enhancement items for Stage 2 of the Project as part of the Proposal as referenced **Attachment No. 4**. The District is seeking a Contractor that has direct experience and ability to 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.
- 2.3.3.1. **Accessories, Additional Components, and Upgrades:** Contractor must submit within 24 hours of its Proposal Contractor's pricing list/catalogue of optional accessories, additional components and enhancements available to the District for each of the Projects.
- 2.3.4. **Stage 2 Construction Schedule:** Please provide a preliminary construction schedule for Stage 2 of the Project, indicating significant milestones, all critical path items, and durations for scopes of work. Include in your Proposal a detailed written statement of the proposed methodology and timeline for providing the full spectrum of construction services required to successfully provide, implement and support the scope of work and services detailed in this RFP. Describe your method of communication to District staff concerning progress of the implementation. Contractors shall state their responsibilities and state any requirements of the District necessary for the successful execution and completion of the scope and work and services to the acceptance of the District. Contractor to provide, at a minimum, the following information:
- 2.3.4.1. Statement understanding scope of work
- 2.3.4.2. Timeline and description of implementation process and key milestones Reference Specification Section 01 10 00 "Summary" for additional information on proposed key milestone dates.

2.3.4.3. Description of how Stage 2 will be managed according to priority of work

2.3.4.4. Describe any challenges/obstacles associated with the implementation

2.3.4.5. Provide Suggestions to timeline or obstacles that could benefit the overall cost to implement Stage 2 of the Project or suggestions to key milestone dates to phases that could be more difficult or impossible to achieve.

3. DISTRICT'S EVALUATION CRITERIA

3.1. The Contractor will be selected based on the “best value” as determined by the District based on the following factors:

JOHN MUIR LANGUAGE ACADEMY WSM PROJECT		
Contents of Proposal	Item	Possible Proposal Points
2.2.1	1. Compensation. Pricing components	30
2.1.6	2. Value Engineering. With particular focus on the specific project within the RFP	20
2.1.4	3. Preconstruction Design Services Experience. With particular focus on the Preconstruction Services specific to the project within the RFP.	30
2.1.5	4. Firm's Methodology. With particular focus on the firm's ability to provide Pre-construction and Lease-Lease Back Services	20
2.1.3	5. A. Demonstrated Personnel and Management Competency (Specific to Stage 1). For the specific persons listed in the RFP response and related to specific stages of the project within the RFP	15
	B. Demonstrated Personnel and Management Competency (Specific to Stage 2). For the specific persons listed in the RFP response and related to specific stages of the project within the RFP	10
2.1.7	6. Current Work Commitments/ Project Limitations. With particular focus on all then-current projects and District's reasonable determination of current workload on Contractor's demonstrated ability to meet project requirements	25
2.2.2	7. Schedule/Timeliness. Demonstrated ability to complete project on time and to prepare and meet achievable construction schedules	30
2.1.9	8. Exceptions to the Lease-Leaseback Contract Form.	20
Total Possible Points		200

- 3.2. The District may, at its sole discretion, interview some or all of the Contractor(s) that submit a Proposal.
- 3.3. The District reserves the right to investigate the qualifications of all Contractors under consideration and to confirm any part of the information furnished by a Contractor, or to require other evidence of managerial, financial or technical capabilities which are considered necessary for the successful performance of the work. Proposals will be evaluated according to the entire responses provided.
- 3.4. Once the Proposals have been reviewed, District staff may choose to begin negotiations with the Contractor that District staff, in its opinion, believes offers the best value to the District and may commence negotiations of services with that Contractor.
- 3.5. If the District is unable to successfully negotiate a satisfactory contract 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 a contract is reached or determination is made to reject all Proposals.
- 3.6. Final selection of a Contractor shall be at the sole discretion of the District's Board at a public meeting after recommendation from District staff. A single Contractor will be selected for delivery and financing of the Project.
- 3.7. If a commitment is made, it will be to the most qualified respondent meeting the evaluation criteria of this RFP, and with whom the District is able to successfully negotiate the terms and conditions of the required Contract, **as Attachment 6** to this RFP.

ATTACHMENT NO. 1

PROJECT DESCRIPTION AND SCOPE OF WORK

1. BACKGROUND

San Diego Unified School District’s capital improvements are funded by two General Obligation bond measures, Proposition S and Z. In an effort to provide a quality school in every neighborhood, the district is using Prop. S and Prop Z funds to repair, renovate and revitalize district schools. John Muir Language Academy was originally built in the 1960’s. While the schools received extensive upgrades and improvements over the years, the Long Range Facility Master Plan showed that the site needs significant improvements. Based on the comprehensive planning study, and an Assessment recently completed, the District concluded that John Muir Language Academy is to have a Whole Site Modernization of all existing permanent buildings, a new two-story classroom building, new PE locker building, new administration building, expansion of kindergarten building and expansion of kitchen building.

2. PRELIMINARY ANTICIPATED PROJECT SCHEDULE (Subject to change at the District’s discretion)

Stage 1: Preconstruction Services	June 2019 – February 2020
Stage 2: Phase 1 Construction	June 2020 – July 2021
Stage 2: Phase 2 Construction	July 2021– July 2022
Stage 2: Phase 3 Construction	July 2022 - December 2022

John Muir Language Academy is being modernized for a capacity of 600 students. The design of John Muir Language Academy is currently being developed. The scope which is not completely developed in the drawings, is described in the Specification Section, 01 10 00 Summary, and in this attachment and will be required as part of the contract. Once the design is completed the Project Documents will require DSA review and approval before construction of this work can begin. Public Improvements work (water lateral to the site) adjacent Muir Language Academy will require further review with the City of San Diego in order to obtain approval prior to the start of construction. Franchise Utility Coordination will also require further review with the Utility Companies. Necessary approvals to be processed and secured by architect contracted with District.

The Services for John Muir Language Academy are divided into the Preconstruction Stage and Construction Stage. Refer to attached Project Stage Timeline.

Stage 1 of the Project continues through approval of the Project plans by the Division of the State Architect (“DSA”) and development and Board approval of the GMP for the Project and is anticipated to be 9 months.

3. STAGE 1 PRE-CONSTRUCTION PHASE SERVICES FOR PROJECT

Stage 1 of the project shall be preconstruction services, as defined in Education Code section 17400(b)(4), to include the services generally described below in **Attachment 6**, Preconstruction Stage Services including but not limited to design/constructability and coordination review, value engineering, BIM coordination, detailed cost estimating, including variables and options in order to meet District’s budget, development of different trades scope of work, and bidding and preparation of the Total Guaranteed Maximum Price (GMP) and lease payment schedule.

Commencement or completion of the Stage 1, Preconstruction Services, does not obligate the District to proceed with Stage 2, Construction and Post-Construction Services, with the selected LLB Entity. The approximate duration for the design phase is five (5) months, followed by a four (4) month period for DSA and City of San Diego Approvals. The Scope of Work is anticipated to include the following:

- a. Input to and review of design and construction documents, constructability review – not code level plan checks - for clarity, consistency, coordination, schedule, phasing, budget- (one formal Constructability report for each phase expected after DSA submission). Back-checks to be performed once design team has addressed review comments and prior to DSA approval for the different phases. The LLB Entity will work in a collaborative manner during the design process with the district staff, the Architect and the CM, as applicable. The LLB Entity should provide input on construction methodology and detailing based on the goals and objectives of the design to incorporate the strengths of their team.
- b. Undertake value engineering analysis and prepare report with recommendations to the District to maintain established construction budget.
- c. Perform detailed estimates at each design phase milestone.
- d. Attend regular meetings biweekly with the Design Team, and District Representatives.
- e. BIM Coordination.
- f. Assist in developing the construction phasing and sequencing plan of the project. Per the current plan, Stage 2 (construction) Increments of the project include:

Phase 1 – New 2-story classroom building, new PE locker building and associated site work.
Phase 2 – New administration building, kindergarten classroom expansion, kitchen expansion, modernization of existing permanent buildings and associated site work including reconfiguration of existing parking and drop-off.
Phase 3 – Remove portable buildings and Interim Housing and complete associated site work including new staff parking lot.
- g. Each Phase needs to be complete prior to commencing the next Phase. We request input on alternate viable project construction sequence/phasing strategies for Phases 1 through 3 of the project that could potentially benefit the overall project schedule and cost.
- h. Provide a detailed Construction CPM schedule that identifies the critical path within the Construction Phase.
- i. Develop Scopes of Work for the different trade contractors and advertise for bids to obtain a minimum of 3 bids for each trade package. The GMP shall be developed through a public competitive sub-bid selection process. A minimum of three bids is expected for each trade. If the LLB Entity plans to self-perform any work, LLB Entity must submit a sealed bid directly to the District a minimum of 48 hours in advance of the bid due date for the subcontractors. LLB Entity will provide the District with a copy of their bid advertisement and subsequent addenda. Entity will be required to submit a detailed estimate for any work less than ½ of 1 percent of the construction project. Generally speaking, preparation of the GMP will require a minimum of nine weeks, broken down as follows:
 - Two weeks for bidding of trade contractors by LLB Entity.
 - One week for preparation of initial GMP by LLB Entity.
 - One week for review of GMP by District.

- One week for District and LLB Entity to further clarify issues with Design Team and review proposed Value Engineering ideas.
 - Once week for LLB Entity to make revisions and submit final GMP and associated supporting documents for Board approval.
 - Three weeks for Board review and approval.
- j. District expects the LLB Entity to engage with different subcontractors during the Preconstruction Stage to seek input. Please identify what trades you plan to include for this Stage (by Phase) and discuss it in the approach section. Any costs associated with subcontractor input will be included in the LLB Entity's Preconstruction Phase cost. The District expects the LLB Entity to seek competitive bids and will not be obligated to use any of the subcontractors engaged during the Preconstruction Stage during the Construction Stage, which subcontractor(s) must be identified in the Proposal and used during any Construction Phase.
- k. Develop the proposed GMP and proposed lease payment schedule. The GMP proposal shall include the written rationale for the price and objectively verifiable documentation of the costs to perform the services under the Facilities Lease, including documentation of the costs to perform any subcontract work reserved to a designated subcontractor in the proposal.

4. STAGE 2. CONSTRUCTION AND POST-CONSTRUCTION SERVICES:

FOR INFORMATION ONLY. WILL BE PRICED AFTER ALL PLANS ARE DSA APPROVED AND CONTRACTOR AND DISTRICT AGREE TO ADVERTISE AND SOLICIT SUBCONTRACTOR PRICING.

The LLB Entity shall not proceed with any work unless and until the GMP is approved by the Board at a public meeting and a Notice to Proceed with Construction Phase work is issued by the District. No work for which a contractor is required to be licensed in accordance with Article 5 (commencing with Section 7065) of Chapter 9 of Division 3 of the Business and Professions Code, and for which Division of the State Architect approval is required, can be performed before receipt of the required Division of the State Architect approval.

Includes a construction and post-construction phase, and will not commence until after DSA approval of the plans and Board approval of the GMP, and will proceed only upon Notice to Proceed with Stage II by the District. Stage 2 Construction is anticipated to be 31 months, followed by a post-construction occupancy phase of 12 months. Following is a brief description of the scope of work for each Increment.

- a. Phase 1 - New 2-story classroom building, new PE locker building and associated site work.
- b. Phase 2 - New administration building, kindergarten classroom expansion, kitchen expansion, modernization of existing permanent buildings and associated site work including reconfiguration of existing parking and drop-off.
- c. Phase 3 – Remove portable buildings and Interim Housing and complete associated site work including new staff parking lot.

Construction off/on site work as necessary to support the buildings and associated improvements. Services generally required are execution of subcontracts, provide on-site support and logistics including but not limited to temporary construction office trailers and equipment, supervise and direct the work, ensure a safe project/site, participate in project meetings, manage the construction costs, coordinate the work with the different subcontractors in an efficient manner, update the monthly construction schedule, coordinate equipment start-up and acceptance testing, training, prepare record construction documents and close-out of the project. Reference Division 1 Specification Requirements. The school site will be occupied during the construction phase.

The LLB Entity shall not proceed with any work unless and until the GMP is approved by the Board at a public meeting and a Notice to Proceed with Construction Phase work is issued by the District. No work for which a contractor is required to be licensed in accordance with Article 5 (commencing with Section 7065) of Chapter 9 of Division 3 of the Business and Professions Code, and for which Division of the State Architect approval is required, can be performed before receipt of the required Division of the State Architect approval.

5. PROJECT DESIGN FEATURES

The intent of the project at John Muir Language Academy is to fully remodel the campus, refurbish all classrooms and interior spaces, paint and re-roof all existing buildings, and create new exterior learning and play spaces. Note that this description is of major scope elements and is not intended to be a comprehensive description of every element of the project.

Campus wide improvements:

1. Program/ADA:
 - a. ADA fixture upgrades (i.e., sinks and drinking fountains)
 - b. Path of travel upgrades (lunch shelter, middle campus, library plaza)
 - c. Ramp off Mt. Herbert and Mt. Etna Drive (Provide access to ROW)
 - d. Fix non-compliant thresholds and gates
 - e. Provide updated custodial and storage space
2. Existing Portable Buildings
 - a. Kindergarten Portable Building: Relocate off-site. Future location TBD. (1)
 - b. Teacher's Lounge, Building R4: Remove (1)
 - c. Classroom Portable Buildings, Buildings B1-B4 & R1-3: Remove (7)
 - d. Restroom Portable Building: Remove (1)
3. Exterior/Roofing:
 - a. Paint
 - b. Remove wall louvers
 - c. Install rooftop screens around HVAC units
 - d. Repair/replace roofing as needed
4. Interior/Finishes:
 - a. Modernize all existing buildings to remain:
 - i. New flooring
 - ii. New wall finish (remove plywood/ interior finish surface to studs); new gyp board & paint
 - iii. New ceiling finish (pro-coat ceiling tiles where deemed necessary)
 - iv. Remove classroom casework. Provide movable portable cabinets
 - v. Replace windows/ frames & window blinds
 - vi. Replace doors and hardware. (key card)
 - vii. Replace back pack racks
 - viii. Remove island sinks
 - ix. Provide teaching walls (whiteboards & storage)
 - x. Relocate classroom HVAC ducting into new soffit
 - xi. Paint trim and beams
5. Structural: Assess structural beams and repair or replace as needed.
6. Haz Mat/Termite:
 - a. Termite testing as deemed necessary

7. Mech/Plumb:
 - a. ADA fixture upgrades (i.e., sinks and drinking fountains)
 - b. Remove un-used HVAC equipment and ductwork
8. Elect:
 - a. Key card installation (requires replacement of door and gate hardware)
 - b. Replace all lighting with LED fixtures
 - c. Remove or replace/conceal exposed exterior wiring
9. IT/Data:
 - a. Communication system replacement: new PA system and VOIP
 - b. Replace outdated i21 suite with new mobile wireless system
 - c. Relocate exposed technology wiring to inside of walls
10. Fire Alarm: replace fire alarm system
11. Security:
 - a. Install new security cameras throughout campus
 - b. Replace perimeter fencing with 10' high galvanized ornamental and/or chain link fencing
 - c. Fencing at single point of entry, adjacent to Administration Building
 - d. Fencing around kindergarten play area
 - e. Fencing at back of property – add privacy slats or new block wall with landscaping
12. Site:
 - a. Infrastructure: repair/ upgrade utility systems, building systems, or equipment in need of repair or replacement. (sewer, storm drains, etc.)
 - b. New staff parking lot
 - c. Revise visitor parking and passenger drop off
 - d. Replace school marquee
 - e. Relocate flagpole
 - f. Modernize/ replace play structures and surfacing as needed
 - g. Landscaping and irrigation improvements

Permanent buildings:

1. Kindergarten, Building 01-01:
 - a. existing building area: 2,954
 - b. new building area: 1,340
 - c. total area: 4,300 sf (approx.)
 - d. construction type V-B (Non-sprinklered)
 - e. occupancy: E
 - f. 1 story
 - g. Program:
 - i. Add new Kindergarten classroom & restroom
2. MPR/Kitchen, Building 01-02:
 - a. Existing building area: 5,355
 - b. New building area: 1,200
 - c. Total area: 6,500 sf (approx.)
 - d. Construction type V-A (Non-sprinklered)
 - e. Occupancy: A-2, F-1
 - f. 1 story
 - g. 2-hour separation
 - h. MPR Program/ ADA:
 - i. Upgrade restrooms to meet ADA.

- ii. Replace lift to platform
 - iii. Replace flooring with Forbo. Replace carpet in assembly
 - iv. Possibly add/reconfigure existing soffits for ducting
 - v. Add chair storage
 - vi. Remove curtain tracks
 - vii. Replace ceiling tiles, pro-coat as needed
 - viii. Remove movable wall and soffit between MPR and Cafeteria
 - i. Food Service:
 - i. Modernize & expand kitchen
 - ii. Add staff restroom & office
 - j. Mech/ Plumb:
 - i. Instant hot water in the can wash
 - ii. Fly fans at entry doors
 - iii. Remove abandoned mechanical ducting and louvers
3. Administration, Building 01-03
- a. existing building area: 2,368
 - b. new building area: none
 - c. total area: 2,368 sf
 - d. construction type V-B (Non-sprinklered)
 - e. occupancy: B (convert to E)
 - f. 1 story
 - g. Program: Renovate interior layout to convert this building to a maker space & music room. (MS shared with afterschool program)
4. Classroom Building, Building 01-04
- a. existing building area: 7,832
 - b. new building area: none
 - c. total area: 7,832 sf
 - d. construction type V-B (Non-sprinklered)
 - e. occupancy: E
 - f. 1 story
 - h. Program: Provide updated custodial and storage space. Retrofit office spaces into special education classrooms.
5. Classroom Building, Building 01-05
- a. existing building area: 7,832
 - b. new building area: none
 - c. total area: 7,832 sf
 - d. construction type V-B (Non-sprinklered)
 - e. occupancy: E
 - f. 1 story
 - g. Program: campus wide improvement EXCEPTION: science classroom: remove casework and utilities behind promethium board (ONLY)
6. Library, Building 01-06
- a. existing building area: 3,974
 - b. new building area: none
 - c. total area: 3,974 sf
 - d. construction type V-B (Non-sprinklered)
 - e. occupancy: A-3
 - f. 1 story
 - g. Program: Renovate interior layout to provide more open plan.
 - h. Exterior:
 - i. Refinish exterior wood (cedar) finish.
 - i. Interior:

- i. Paint.
- ii. Replace flooring.
- iii. Replace fixed shelving in textbook storage with high density storage system.

New buildings:

- 7. Administration Building (Building 07)
 - a. Building area: 5,402 sf
 - b. Construction type II-B
 - c. Occupancy: B
 - d. 1 story
 - e. Program: per plan, access control

- 8. Classroom & Locker Building (Building 08)
 - a. Classroom Building
 - i. Building area: approx. 15,000 sf/ floor, 30,000 sf total
 - ii. Construction type II-B
 - iii. Occupancy: E
 - iv. 2 story, with pavilion
 - v. Program: per plan, (3rd through 8th grade classrooms & satellite server)
 - b. PE Locker Building
 - i. Building area: approximately 5,000 sf
 - ii. Construction type II-B
 - iii. Occupancy: E
 - iv. 1 story, adjacent to outdoor covered sports pavilion
 - v. Program: per plan (2 locker rooms, office, restrooms & shower)

ATTACHMENT NO. 2

DISTRICT'S SUBCONTRACTOR PREQUALIFICATION APPLICATION

ATTACHMENT NO. 2 IS NOT DUE AT THE TIME OF PROPOSAL.

**REQUIRED AFTER DSA APPROVED PROJECT DOCUMENTS
HAVE BEEN ADVERTISED BY AWARDED CONTRACTOR**

ATTACHMENT NO. 3

**DESIGNATED DVBE/SDVOB PARTICIPATION DOCUMENTATION
AND
DESIGNATED SUBCONTRACTORS LIST**

ATTACHMENT NO. 3 IS NOT DUE AT THE TIME OF PROPOSAL.

**REQUIRED AFTER DSA APPROVED PROJECT DOCUMENTS
HAVE BEEN ADVERTISED BY AWARDED CONTRACTOR**

ATTACHMENT NO. 4

**PRECONSTRUCTION SERVICES AND OTHER PRICING FACTORS
(To be submitted as part of each Firm's Proposal)**

PROPOSER'S COMPANY NAME: _____

JOHN MUIR LANGUAGE ACADEMY PROJECT

Contractor hereby states what it will charge to provide the Preconstruction Services as identified in **Attachment No. 6** to this RFP, which is based on identified hourly fees (**at or below the rates indicated in the Contractor's RFQ response**). Provide a total not to exceed cost for the Preconstruction Services based on anticipated hours of work, etc.

PRECONSTRUCTION SERVICES

PROJECT BUDGET	\$40,000,000	
Reference: Exhibit H - Master Facilities Lease		COST
(1.1) General Services	%	\$
(1.2) Review of Design Documents including Constructability Review and BIM Coordination	%	\$
(1.2.1.5) Value Engineering	%	\$
(1.3) Budget of Project Cost	%	\$
(1.4) Construction Schedule and Phasing Plan	%	\$
(1.5) Construction Planning and Bidding	%	\$
PRECONSTRUCTION SERVICES:	TOTAL	\$

OTHER PRICING FACTORS:

PRECONSTRUCTION SERVICES		COST
Project Executive (hourly rate)		\$
Project Manager (hourly rate)		\$
Constructability Reviewer (hourly rate)		\$
Estimator (hourly rate)		\$
Scheduler (hourly rate)		\$
GENERAL CONDITIONS AND GENERAL REQUIREMENTS		COST

PROPOSER'S COMPANY NAME: _____

Total of Contractor's General Conditions and General Requirements in its performance of the Work. This is the sum of all items detailed below and should be based on the estimated Budgets stated above. Attachment 5 "Schedule of Values" to be submitted with Proposal.		\$
Pricing Information for Construction Phase (at or below the amount indicated in your RFQ response)		COST
Mark-up on Subcontractor work.		%
Mark-up on self-performed work.		%
Mark-up on Subcontractor Change Order work.		%
Mark-up on self-performed Change Order work. (if permitted by the District)		%
Fee / overhead & profit (as a percentage of direct costs) if any, that is in addition to any mark-up		%
Bond cost (as a percentage of direct costs)		%
Insurance cost (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 %
Post-Construction Estimated Financed Amount is anticipated to be less than five percent (5%) of the GMP over twelve (12) months, financed and paid over the post construction period. State the Firm's proposed interest charge (financing percentage) for this Project		%

Contingency. District will determine the Contingency amount and provide it at a later date.

Rebates/Benefits. Describe in detail all terms and conditions of any rebate program and/or any other offering or benefit to the District available with your proposed solution. *Provide on separate sheet if necessary.*

Name of Rebate Program	Terms and Conditions of Rebate	Savings/Benefit to the District

(FOR REFERENCE ONLY, NOT REQUIRED FOR PRE-CON RFP)

PROPOSER'S COMPANY NAME: _____

Accessories/Optional Products/ Modifications

Item No.	Spec Section	Description	Cost Saving
1.			\$
2.			\$
3.			\$
4.			\$
5.			\$
6.			\$
7.			\$
8.			\$
9.			\$
10.			\$
11.			\$
12.			\$
13.			\$
14.			\$
15.			\$
16.			\$
17.			\$
18.			\$
19.			\$
20.			\$
		Add additional pages, or catalogue of products.	

(FOR REFERENCE ONLY, NOT REQUIRED FOR PRE-CON RFP)**ATTACHMENT NO. 5**
SCHEDULE OF VALUES

PROPOSER'S COMPANY NAME: _____

	GENERAL CONDITIONS	
01 31 10	Project Manager	\$
01 31 10	Superintendent	\$
01 31 10	Assistant Superintendent	\$
01 31 10	Project Engineer	\$
01 31 10	Administrative Assistant	\$
01 32 04	Schedule	\$
01 32 33	Photographs / Videos	\$
01 33 00	Submittals, Shop Drawings	\$
01 50 00	Field Offices	\$
01 50 00	Equipment	\$
01 50 00	Office Supplies	\$
01 73 00	Franchise Utility Coordinator	\$
01 77 00	Close-Out Documentation	\$
01 77 00	Punch List	\$
01 78 33	O & M	\$
01 78 39	Record Documentation	\$
01 79 00	Demonstration and Training	\$
01 81 13	CHPS	\$
01 91 13	General Commissioning	\$
		\$
	Subtotal	\$
SPEC. SECTION	GENERAL REQUIREMENTS	
01 31 00	BIM	\$
01 40 02	Testing	\$
01 50 00	Fencing / Barricades	\$
01 50 00	Dust Control	\$
01 50 00	Noise Barrier	\$
01 50 00	Temporary Utilities	\$
01 50 00	Project Sign	\$
01 50 00	Support Facilities	\$
01 50 00	Temporary Toilet Facilities and Handwash	\$
01 50 00	Security and Protection	\$
01 57 23	Storm Water Pollution Prevention Plan	\$
01 73 00	General Site / Street Cleanup	\$
01 73 00	Safety	\$
01 73 00	Surveyor	\$
01 74 19	Construction Waste Management	\$
01 77 00	Final Cleaning	\$

ATTACHMENT NO. 6

**LEASE-LEASEBACK CONTRACT DOCUMENTS
FOR
PRECONSTRUCTION SERVICES AT JOHN MUIR LANGUAGE ACADEMY**

MASTER SITE LEASE

EXHIBIT A DESCRIPTION OF JOHN MUIR LANGUAGE ACADEMY PROJECT SITE

EXHIBIT B DESCRIPTION OF PROJECT SITE

MASTER FACILITIES LEASE

EXHIBIT A DESCRIPTION OF JOHN MUIR LANGUAGE ACADEMY PROJECT SITE

EXHIBIT B DESCRIPTION OF PROJECT SITE

EXHIBIT C GURANTEED MAXIMUM PRICE AND OTHER PROJECT COST, FUNDING
AND PAYMENT PROVISIONS

EXHIBIT D GENERAL CONSTRUCTION PROVISIONS

EXHIBIT E MEMORANDUM OF COMMENCEMENT DATE

EXHIBIT F CONSTRUCTION SCHEDULE

EXHIBIT G SCHEDULE OF VALUES

EXHIBIT H TERMS AND CONDITIONS FOR PRELIMINARY SERVICES

EXHIBIT I CERTIFICATES AND BONDS AND DIVISION 1 DOCUMENTS
NONCOLLUSION DECLARATION
IRAN CONTRACTING ACT CERTIFICATION
WORKERS' COMPENSATION CERTIFICATION
DISABLED VETERAN BUSINESS ENTERPRISE
DVBE PARTICIPATION REPORT
DRUG-FREE WORKPLACE CERTIFICATION
TOBACCO-FREE ENVIRONMENT CERTIFICATION
HAZARDOUS MATERIALS CERTIFICATION
LEAD-BASED MATERIALS CERTIFICATION
IMPORTED MATERIALS CERTIFICATION
CRIMINAL BACKGROUND INVESTIGATION/FINGERPRINTING
CERTIFICATION
ROOFING CONTRACT FINANCIAL INTEREST CERTIFICATION
PERFORMANCE BOND
PAYMENT BOND
PROJECT STABILIZATION AGREEMENT AND LETTER OF ASSENT
ELECTRONIC SIGNATURE ACKNOWLEDGEMENT
DIVISION 1 SPECIFICATIONS TABLE OF CONTENTS FOR JOHN MUIR
LANGUAGE ACADEMY DOCUMENTS TO LEASE-LEASEBACK
DOCUMENTS

EXHIBIT J SUPPLEMENTARY CONDITIONS

CONSTRUCTION DOCUMENTS: PLANS, TECHNICAL SPECIFICATIONS, AND DRAWINGS
(INCORPORATED UNDER SEPARATE COVER)