

CAL POLY HUMBOLDT

REQUEST FOR PROPOSALS FOR COLLABORATIVE DESIGN-BUILD SERVICES

Bid Solicitation # PW22-2 Energy Research + Sustainability Center; Project #PLY105 California State Polytechnic University, Humboldt 1 Harpst Street, Arcata, California 95521

1.00 – INTRODUCTION

1.01 Seeking Design-Builder

The State of California, acting through the Board of Trustees of The California State University, hereinafter called Trustees or BOT, on behalf of California State Polytechnic University, Humboldt, hereinafter called University, is seeking proposals from previously short-listed Design-Builders (Proposers) to provide design and construction services for the project referenced above (Project). The Trustees will select a design-build team consisting of a general contractor and architect (Design-Builder) based on qualifications and proposed fees (a design competition is not utilized). Refer to RFP 1.03 for more information on the selection process.

1.02 Delivery Method

The delivery method for this Project is a modified form of the Trustees' Design-Build delivery method, called Collaborative Design-Build. This is a two-phased project delivery process: Phase 1-Design and Preconstruction Services, hereinafter referred to as Phase 1, and Phase 2-Design-Build Construction Services, hereinafter referred to as Phase 2. There will be a separate agreement for each phase.

During Phase 1 the University will issue a design and preconstruction services agreement, under which the Design-Builder will: complete the programming; develop the schematic design; commit to a guaranteed maximum price (GMP) and schedule; start Design Development; confirm other criteria are appropriate; and obtain CSU Board of Trustees (BOT) approval. Upon receipt of both the BOT approval of the schematic design and the University's authorization to proceed, Design-Builder shall: continue with the design development; publish a set of the Design-Build Construction Documents; and establish and submit a GMP to the Trustees.

During Phase 2, the University will issue a GMP collaborative design-build agreement incorporating: the Design-Build Contract Documents; updated criteria; direct construction cost budget; GMP; contingency; remaining design fees; site management fees; payment and performance bond premiums; overhead and profit; and schedule as agreed upon in Phase 1.

The Trustees are not obligated to proceed with Phase 2 with the selected Design-Builder. The Design-Builder is not obligated to proceed with Phase 2 if it so determines that the budget is not adequate, or for other business reasons. Phase 1 work products and electronic files of the Design-Builder are the property of the Trustees. In the event Trustees and Design-Builder do not continue into Phase 2, these documents will be used by the University in any manner, including use as bridging documents for subsequent contracts.

1.03 Two-Step Design-Builder Selection Process

In the Trustees' Collaborative Design-Build project delivery method, the Trustees use a two-step process to select the Design-Builder—Request for Qualifications (RFQ) and Request for Proposals (RFP).

The first step in the selection process focused on selecting the most qualified firms, in which the Trustees issued an RFQ, to which respondents submitted Statements of Qualifications (SOQ) to the Trustees. The Trustees then scored and ranked the SOQs, resulting in a short list of Proposers. The Trustees notified all

respondents, and then proceeded to the second step of the selection process by issuing a Draft RFP to the short list of Proposers.

In the second step in the selection process (the RFP Process), the Trustees focus on the selection of the firm with team members that are most suited to the project. The RFP process includes an individual pre-proposal meeting with each short-listed proposer. The University runs the first half hour meeting by: focusing on the Collaborative Design-Build (CDB) process, providing project specific information, and review the RFP in framework and detail. The Proposer runs the second half hour, which focuses on questions, clarifications and proposed changes to the RFP. The Trustees' role in this second hour meeting is to provide information as necessary and allow for changes to the Final RFP.

After these meetings the Trustees issue the Final RFP to the proposers; each Proposer is required to adhere to all of the Trustees' requirements of this Final RFP. There will be a separate interview with each of the proposers after the submission of the proposals to the RFP. The Trustees will then conduct and score the interviews, after which the Trustees will select the highest scoring Proposer who will become the Design-Builder.

2.00 - RFP CONTENTS

- Refer to Table of Contents
- Refer to Contract General Conditions, Article 31.0, Definitions, for RFP definitions.

2.01 RFP Organization

This RFP is organized in the following sections:

- 1.00, Introduction
- 2.00, RFP Contents
- 3.00, Project Description
- 4.00, Project Schedule
- 5.00, Scope of Design-Builder's Services
- 6.00, Phase 1, Design and Preconstruction Services
- 7.00, Phase 2, Design-Build Construction Services
- 8.00, Design-Builder Selection Process
- 9.00, Technical Proposal Requirements
- 10.00, Fee Proposal Requirements
- 11.00, Project Award and Commencement
- 12.00, Miscellaneous
- 13.00, Classification of Project and Design Costs (Tables A and B)
- 14.00, Exhibits and Appendices (see listing in RFP Table of Contents)

2.02 RFP Documents

The RFP and RFP Exhibits and Appendices are available to download at <https://procurement.humboldt.edu/bids/construction>. The documents listed in the RFP Section 14.00 are part of the RFP.

3.00 – PROJECT DESCRIPTION

3.01 Description

The project for the new Energy Research and Sustainability Center will provide a hub for interdisciplinarity and inclusive collaboration that supports climate action through energy systems research and teaching and justice driven sustainability initiatives. It is envisioned that the new-build will also serve as a welcoming place for campus and community partnerships, education, sustainability resources, and convening space for innovation to develop collaborative partnerships for human centered climate action and resilient practices. The ER+SC project will consist of new construction of (23,000 GSF) campus building supporting the new Energy Systems Engineering degree program and other campus academic programs related to clean energy, while also strategically collocating a new sustainability center. The new facility will also be supported by the Schatz Energy Research Center, academic program integration, and the Office of Sustainability.

The project site for feasibility test fit is located just south of the existing Schatz Center building and on the north end of parking lot G14 with access from B Street. The project will require the demolition of the existing Jensen House which will be unoccupied/unused after the Children's Center staff and office space is relocated to the Trinity Annex Children's Center that is currently under construction.

Attached to the RFQ are concept drawings to be used as reference only.

The Project is more fully illustrated in the documents listed in the Exhibits.

3.02 Project Requirements

- A. The Project Budgeted Direct Construction Cost (BDCC) is \$17,075,000.
- B. The Project Budgeted GMP Budget is \$20,678,000. In the event of a discrepancy between the Budgeted Direct Construction Cost, the proposed fees, and the GMP Budget, the GMP Budget is the maximum cost of the Project, and the Direct Construction Cost may be revised.
- C. The contract duration for the Phase 2 agreement is 740 calendar days.
- D. The contract specifies that liquidated damages are \$2,000 for each calendar day construction completion is late.
- E. Escalation and design contingency are included in the Budgeted GMP. Additional escalation will not be allowed. The language in the design guidelines addressing escalation does not apply.
- F. The Project Phase 2 construction completion date is indicated in the Project Schedule, RFP 4.01.
- G. The design shall ensure that the proposed project will be designed in alignment with LEED “Gold” equivalent level. Additionally, the design will ensure compliance with the California State University Sustainability Policy and Cal Green codes.
- H. The Design-Builder is required to be licensed in the State of California with a ‘B’ license and registered to bid public works with the California Department of Industrial Relations (DIR). The Architect is required to be licensed in the State of California.

4.00 – PROJECT SCHEDULE

4.01 Selection Process Schedule and Proposed Project Schedule

The following is a Selection Process Schedule and Proposed Project Schedule. The Selection Process Schedule may be changed by addendum to this RFP. The Trustees may change the Proposed Project Schedule during the Design Phase as described in RFP 6.06.

SELECTION PROCESS SCHEDULE AND PROPOSED PROJECT SCHEDULE	
Scheduled Activities	Dates
Proposer shortlist published	22 December 2022
Draft RFP distributed to shortlist	22 December 2022
Pre-Proposal Meetings	05 January 2023
Final feedback from proposer on Draft RFP Due	12 January 2023
Distribute final RFP	20 January 2023
Last day to submit RFP questions	30 January 2023
RFP Addenda issued (if required)	03 February 2023
Technical Proposals due date and time	3:00pm, 20 February 2023
Submit Fee Proposal Form	3:00pm, 06 March 2023
Proposing firms interviewed	08 March 2023
Cost Proposal Opening	15 March 2023
Successful Proposer announced	17 March 2023
Design-Builder Agreement for Design Phase I executed	18 April 2023
75% Schematic Design for CPDC Meeting	13 June 2023

CPDC meeting review of Schematic Design (Week Of)	10 July 2023
CPDC comments on Schematic Design	24 July 2023
Design-Builder provides submits 100% Schematic Design and GMP for submission to BOT	26 July 2023
University submits Schematic Design to BOT	16 August 2023
GMP Due per RFP 6.27 and RFP 6.28	28 August 2023
BOT Meeting – Project Approval – Schematic and Finance	12 September 2023
Collaborative Design-Build Agreement executed Phase II	11 October 2023
Notice to Proceed effective	18 October 2023
Occupancy / Move in Furniture	60 day prior to Completion
Contract Completion	03 November 2025

4.02 Project Schedule

Proposers shall use the schedule in RFP 4.01 as a basis for preconstruction and site management staffing and fees submitted with their proposal.

5.00 – SCOPE OF DESIGN-BUILDER’S SERVICES

5.01 Contract Scope of Work

The complete and specific scopes of work to be performed by the Design-Builder are defined in separate agreements for Phase 1 and Phase 2 of the Project. This RFP summarizes and supplements services specified in the Contract Documents. Documents are cumulative, and Design-Builder is required to provide services specified in the RFP, their proposal, and executed agreements.

5.02 No Guarantee for Design-Build Contract Award

There is no guarantee that the Trustees will award the Phase 1 agreement or the Phase 2 agreement. The Design-Builder will not be entitled to recover any unreimbursed costs, anticipated profit, or monetary awards for proposal preparation.

5.03 Collaboration

The Design-Builder shall work in collaboration and cooperation with the Trustees towards realizing a high quality Project.

5.04 Integrated Project Delivery / LEAN Methods

The Design-Builder shall exercise the appropriate standards of the industry for Integrated Project Delivery to guide its relationships to the other members of the team, and for LEAN methods in the preconstruction and construction process.

5.05 Owner Provided Documentation

The Design-Builder will not be responsible for the production of the following project elements. These elements will be furnished by the University and shall be used by the design-builder for the purposes of project development. The University will collaborate with the design-builder on specific scope for each of these elements to best inform the project effort.

- Site Soils Report including geological profile by means of drill exploration
- Site Survey of existing conditions
- The Owner will be responsible for all aspects of CEQA determination.

6.00 – PHASE 1, DESIGN AND PRECONSTRUCTION SERVICES

6.01 Full Design Services

Design-Builder shall provide complete architectural, engineering, and consulting services as required to construct all details of the Project in accordance with good practice, applicable building codes, CSU

guidelines, the capital projects procedures manual, and this RFP. Design-Builder shall provide a copy of agreements with architects, engineers, and consultants to Trustees. The complete design services shall be apportioned into the Phase 1 and the Phase 2, as indicated by the Design Agreement and Design-Build Agreement included in the Appendices. Design-Builder shall manage the services provided under both agreements so that the transition between phases is seamless. *The design services required below may be provided under either or both contract phases and in many instances will be started in the first phase and completed in the second phase.*

6.02 Design Phase

The Design-Builder shall work closely with the Trustees to bring best value to the Project, as defined by the Trustees. The Design-Builder will be required to sign an agreement with the Trustees in accordance with the Agreement included in Appendix C. The Design-Builder will sign and return the agreement, along with the required submittals, to the Trustees within seven (7) calendar days of written intent to accept proposal notice and receipt of signature documents. No agreement shall be binding upon the Trustees until it has been executed by the Design-Builder and the Trustees and approved by the Trustees' attorney appointed according to law and authorized to represent the Trustees (Public Contract Code section 10820). The Design-Builder shall provide insurance in accordance with Agreement General Provisions, Rider A.

6.03 Recommend Subcontractor Procurement Methodology

The Design-Builder shall determine the most beneficial and appropriate method to procure the trade contractors required to construct the Project. Trade contractor participation may include design-assist, design-build, competitive bids on complete construction documents, or a combination of methods. Design-Builder may prepare the necessary bid packages and procure the trade contractors during the Design Phase, if appropriate, however Design-Builder will not be allowed to receive additional design fee except as allowed in RFP 10.03. Trade Contractors that provide design services shall show their design fee as a separate line item of their proposal. Design-Builder's proposal shall include all preconstruction costs for design-assist and/or design-build trade participation, Design-Builder will not receive additional compensation for these services. Additional information relative to design-assist trade contractors can be found in the exhibits to this RFP.

6.04 Project Construction Phasing

The Trustees may benefit if the Project construction is divided into phasing components, in addition to any phasing indicated in this RFP. Examples of possible phasing components are: demolition, mobilization, hazardous material abatement, relocation of underground utilities, site preparation, separated buildings, and landscape. Retention release shall be based on project phases with distinct budgets, NTP and NOC. Phasing components shall be identified during the design phase by the Design-Builder and proposed by the Design-Builder to the Trustees. The Trustees are not obligated to accept proposed phasing components or revise the Project phases.

6.05 Project Phasing Documents

Upon Trustees' acceptance of the Design-Builder's recommended construction phases, the Design-Builder will provide documents to facilitate construction of the Project in accordance with the accepted phases, and the Design-Builder will include the phases in the GMP submission to the Trustees indicating separate pricing, schedule, liquidated damages, and other conditions for each phase to allow each increment to be initiated, completed, and accepted in accordance with Contract General Conditions, Article 40.01, Acceptance. The Trustees may adjust the Design-Builder's Construction Phase Services - Site Management Fee based on the impact of accepted construction components.

6.06 Proposed Project Schedule

The Trustees may change the Proposed Project Schedule for design-build phase agreement during the Design Phase. The Design-Builder is invited to suggest ways to save time or cost by phasing, re-sequencing the construction phase, or changing the construction durations. Should the Trustees approve a change to the duration or phasing of the Project, the Site Management Fee may be revised as pre-agreed between the Design-Builder and Trustees. The Trustees will identify the schedule commitments in the design-build contract (if awarded). The Trustees may authorize construction components / phases prior to acceptance of the GMP for construction of the entire Project.

6.07 Construction Documents

The Design-Builder shall develop and review the Construction Documents, taking into account quality of materials and equipment to ensure an efficient design. Design-Builder shall initiate design decisions by providing information, estimates, schemes, and recommendations regarding construction materials, methods, systems, phasing, and costs that shall provide the highest quality building within the budget and schedule.

The Plans and Specifications shall identify the design codes, standards, and requirements used for the development of the plans, including the edition and applicable sections.

The Construction Documents shall include a quality control program and an implementation plan to ensure that the completed Project complies with the approved Project criteria. The design professional-of-record shall specify within the Construction Documents all tests and inspections that are required by the building code and those that are appropriate to achieve compliance with the Contract. The Design-Builder shall retain the design professional-of-record to provide in a professional capacity, timely construction administration services. These services shall include shop drawing review, response to requests for information regarding the Construction Documents, and periodic visits to the site to observe the quality of the Work.

The final, approved-for-construction set of Construction Documents shall be signed and stamped by the respective California-licensed professionals who prepared the documents, certifying their compliance with codes, standards, practices and regulations. The design professionals-of-record shall retain full responsibility for the design.

6.08 Identify Potential Risk Factors

The Design-Builder shall identify Project risks, which are conditions or events that could negatively affect the Project scope, quality, schedule or cost. Design-Builder shall evaluate the risk to include severity of impact, probability of occurrence and other factors as Design-Builder deems appropriate and recommend ways to manage or mitigate each risk. The Design-Builder shall present the risk analysis in a risk matrix format.

6.09 Scheduling

Design-Builder shall provide a Project Schedule during Phase 1 representing all tasks necessary to complete the Project within the Project durations. The Design-Builder shall include the following in the schedule: tasks by all parties; regulatory and Trustees' approvals; BOT meeting dates; sufficient periods of time for document review; campus activities affecting the Project; significant milestones; training; consultant selection; furniture installation; occupancy milestone; commissioning; and an allowance for weather losses. The Design-Builder shall update the schedule as necessary to reflect the current schedule and recent Project developments. Design-Builder shall monitor all regulatory approvals required during the design and construction phase. The Design-Builder shall develop the construction portion of the Project Schedule in sufficient detail to be used in trade contractor bidding.

Design-Builder shall provide the following durations in the project schedule for reviews and approvals by the University:

- A. For schematic design, design development, construction documents, and reviews by campus, allow 14 calendar days each.
- B. For Mechanical Review Board and Seismic Review Board plan checking, allow 21 calendar days.
- C. For State Fire Marshal, DSA and other government agencies, allow sufficient time as required by the agency, and as detailed in the Contract General Conditions.
- D. In addition to durations specified, Design-Builder shall allow time to address comments and backchecks.

6.10 Schedule Review

The Design-Builder shall review the proposed project schedule, and notify the Trustees of potential schedule risks in the pre-proposal meetings, and in the risk matrix. If warranted, Design-Builder shall recommend modifications to the schedule that would expedite the Project Schedule.

6.11 CEQA Mitigation Monitoring

The Trustees anticipate that the CEQA will be captured as a categorical exemption based on our campus plan. Any issue related to CEQA compliance will be the responsibility of the Trustees.

6.12 Constructability Review

The Design-Builder shall guarantee the bid documents are complete, coordinated, unambiguous, and of a quality needed for competitive bids.

6.13 Cost Control Management

As an initial task, the Design-Builder, shall review the Budgeted Direct Construction Cost and determine if it is sufficient to construct the Project. The Design-Builder shall prepare a cost estimate and evaluate the estimate against the construction budget and recommend, if necessary, the appropriate action to avoid potential cost overruns. The Design-Builder, shall establish target values for the cost of each Project element to be used as a basis of design and cost monitoring. The Design-Builder shall monitor the budget as compared to the Project scope through the design phase. If changes are suggested to the Project scope that may cause Project cost overruns, Design-Builder shall notify the Trustees in writing as part of the regular Project development meetings.

6.14 Construction Cost Estimates / GMP Submittals

The Design-Builder shall provide continuing estimating support, and full and complete proposals at:

- A. 100% Schematic Design – GMP proposal
- B. Design Development (Preliminary Design), timing based on schedule, as agreed between Design-Builder and Trustees – Final GMP Proposal
- C. Design Development (Preliminary Design), – GMP Proposal as scheduled. Estimates are to be in UniFormat. Authorization to proceed with Phase 2 is contingent on the Trustees' acceptance of the GMP Proposal as compared to the Trustees' GMP Budget.

6.15 Project Savings

Project savings identified during design as part of the Design-Builder's value engineering process are owned by the Trustees. It is one of the collaborative responsibilities of the Design-Builder to look for ways of reducing Project construction costs. The Design-Builder's proposed cost reductions shall not reduce the Project program requirements; reduce quality of materials or craftsmanship; increase life-cycle costs; negatively affect the architectural aesthetics or design intent; or adversely affect the Project completion.

6.16 Design Phase Investigation Work

It shall be the Design-Builder's responsibility to access the type, quantity, and quality of the available information describing existing site conditions. The Design-Builder shall make recommendations to the Trustees regarding supplemental site surveys if added information is needed to make associated Project scopes fully biddable. Based on the Design-Builder's recommendations, if the Trustees deem it necessary to investigate conditions at the Project site or have Project incidental construction work performed during the design phase of the Project, the Design-Builder agrees to provide the required construction services by entering into a limited scope construction contract during the preconstruction phase with the Trustees and agrees to accept payment in accordance with Article 38.01, Changes in the Work, of the Contract General Conditions performed by subcontractor or with its own forces.

6.17 Testing and Inspection

The Design-Builder shall not be responsible for providing the testing and inspection of the Project's construction; the Trustees shall do so. The Design-Builder shall coordinate and cooperate with the Trustees' inspection and testing agencies. Refer to Articles 37.06 through 37.09 of the Contract General Conditions.

6.18 Develop Trade Contractor Bid Packages

- A. The Design-Builder shall produce the Bid Packages, which shall incorporate:
 - 1. the Design-Builder's subcontract agreement requirements,
 - 2. any Project specific requirements such as site access and phasing, and
 - 3. the following Trustees' bidding requirements and Contract General Conditions (and Supplementary General Conditions) requirements:
 - a. DVBE,
 - b. Small Business, if Design-Builder claimed the non-small business preference (Article 32.11-b)
 - c. assignment clauses,
 - d. construction documents hierarchy clauses,
 - e. Subletting and Subcontracting Fair Practices Act (Public Contract Code section 4100 *et seq.*),
 - f. Division 1,

6.25 Bid Advertisement

The Design-Builder shall issue a notice to bidders and bid advertisement in accordance with Public Contract Code for all trade bids or prequalification, and in that notice provide that the Project is a public works Project, and as such is subject to prevailing rate wages in addition to Design-Builder prequalification requirements. This notice may be placed electronically in an online trade journal, or through other means, including traditional advertising in trade papers. Design-Builder shall provide a copy of this notice with issuance date to the Trustees' Construction Administrator. The Trustees will post the notice to bidders on its website: <https://www.calstate.edu/csu-system/doing-business-with-the-csu/capital-planning-design-construction/operations-center/Pages/contractor-prequalification.aspx>, under the heading "Public Solicitations". To see the notice, click on the link, "PlanetBids CSU Public Solicitation Portal".

6.26 Receive Bids

The Design-Builder shall receive bids from trade contractors; review the bids with the Trustees towards identifying the lowest responsible bidder for each trade, including alternatives for that trade. Design-Builder may normalize trade bids, reviewing and confirming scope of work with trade contractors before subcontracts are awarded. Design-Builder shall invite the Trustees' representative to the bid openings and to participate in trade bid normalization. Design-Builder shall provide a copy of subcontracts to Trustees and lower tier subcontracts as requested by Trustees.

6.27 Guaranteed Maximum Price

As defined in the Contract General Conditions, the Guaranteed Maximum Price (GMP) is "the maximum price that the Trustees and Design-Builder agree upon as payment for managing, providing and installing all the Work." The GMP is the Not-to-Exceed Contract Amount.

6.28 Submittal of GMP

The Project Budgeted Direct Construction Cost is provided in the Project Description, RFP 3.02. The Trustees may revise the project Budgeted Direct Construction Cost in the Phase 1 agreement, after work has started on this agreement. At or before the scheduled completion of schematic design as shown in RFP 4.01, the Design-Builder shall submit to the Trustees a GMP for the construction of the Project, for purposes of Board of Trustees approval.

The Design-Builder shall submit the GMP based on the Design-Build Documents submitted to the Trustees during Design Development, and as indicated in the Schedule. The Design-Builder shall include in its GMP submittal:

- A. a line item breakdown showing each subcontract amount;
- B. the number of bidders to date for each trade a bid breakdown summary sheet for each trade,
- C. detailing bid amounts for all bidders and all normalization;
- D. all allowances, which may include allowances for trades which have not yet been competitively bid;
- E. all other items included in the Direct Construction Cost;
- F. Phase 2 Design Fees;
- G. the Design-Builder's site management fee;
- H. the Design-Builder's contingency;
- I. the Design-Builder's Overhead and Profit; and bonding costs.

The GMP is the maximum amount which the Trustees will pay the Design-Builder for completion of the design and construction of the project, except as may be adjusted by change orders. Design-Builder shall be responsible for any cost overrun of the GMP. If the Design-Builder's Direct Construction Cost as bid during the Phase 2 agreement is less than the Design-Builder's Direct Construction Cost portion of the GMP, the difference shall be retained by the Trustees.

6.29 The Design-Builder shall submit the GMP with a detail breakdown of the total, and this breakdown shall include a listing of bid packages. Once bids are received on a bid package and the subcontract awarded, work usually or customarily included in the subcontract scope, and not specifically excluded, is deemed by the Trustees to be included in the subcontract. Should it become known that such work is not included in the subcontract, it may not be included in remaining bid packages, and shall be debited from the contractor's contingency. Remaining bid packages may be altered, created, or deleted in response to current information. When all bid packages are awarded, a change order may be executed for the benefit of the Trustees to permanently recover all bid savings.

6.30 Design-Builder Allowances

Design-Builder may include allowances in the GMP for potential expenditures. Allowances may also be created during the Project for a new, previously unknown potential expenditure provided there are surplus funds in the GMP. The Design-Builder is to estimate the cost for that scope of work and put that amount into a Design-Builder Allowance to be included in the GMP. The Design-Builder Allowance shall be for a specific and discrete scope of work; the Design-Builder shall not aggregate the Design-Builder Allowances to create another Project contingency. The Design-Builder bears the cost risk of completing the work covered by a Design-Builder Allowance and shall return unused portions of the Design-Builder Allowance to the Trustees with a credit change order.

Any scope of work not competitively bid shall be a Design-Builder Allowance. All portions of the General Requirements that are not competitively bid shall be a Design-Builder Allowance.

6.31 Trustees' Allowances

The Trustees may insert a Trustees' Allowance into the Design-Build agreement. The Trustees are responsible for the estimate on a Trustees' Allowance.

6.32 Allowance Process

The Design-Builder shall carry both types of allowances (Design-Builder's and Trustees') as directed by the Trustees in its Schedule of Values as part of the BDCC, and the Design-Builder will apply its fee for Contingency, and Overhead and Profit to them. Allowances shall only be used for their identified specific and discrete purpose. Allowance balances may not be used to make up deficits on other line items. The Trustees shall authorize use of Allowances with a Field Instruction, and /or zero cost change order. The Design-Builder's charges against either allowance shall consist of either time-and-material or Trustees-approved lump sum direct costs from trade contractors. The Design-Builder shall include trade contractor mark-up on these direct cost items in accordance with Contract General Conditions Article 38; however, the Trustees will not award the Design-Builder additional fees on allowances already a part of the GMP and included in the Design-Builder fees. Upon completion of a Design-Builder allowance item, and if the allowance has not been fully expended, the Trustees shall process a credit change order for the unused balance of the allowance plus the Design-Builder's fees. If a Trustees' Allowance is exceeded the Trustees shall process a change order in accordance with Contract General Conditions Article 38 to compensate the Design-Builder for the overrun. The Design-Builder shall itemize the use of the allowances and account for the allowance balances on a separate accounting accompanying the monthly payment request.

6.33 Design-Builder's Contingency

The Design-Builder shall be allowed a Construction contingency of five percent (5%) of the Direct Construction Cost Budget included in the GMP accepted by the Trustees at the completion of schematic design. The Design-Builder shall use this contingency to pay costs as detailed in the RFP. No additional Design-Builder mark-up, fee, or bonds shall be added to contingency expenditures. Design-Builder shall calculate proposed fees based on this. The use of the Design-Builder's contingency shall require written approval by the Trustees, but no reasonable use shall be disallowed. The Design-Builder shall pay the trade contractors in accordance with Contract General Conditions Article 38 for additional work paid for from the Design-Builder's contingency. Design-Builder will not receive overhead and profit for work paid from the Design-Builder's contingency in accordance with Contract General Conditions Article 38. The Design-Builder shall itemize the use of the contingency and account for the contingency balance on a separate accounting accompanying the monthly payment request. Design-Builder shall receive thirty percent of the unused portion of the contingency. Contingency-eligible costs in excess of the contingency amount shall be borne by the Design-Builder. The following are examples of eligible and ineligible uses of contingency and owner paid change orders.

6.34 Eligible uses of Contingency

- A. Re-work due to ambiguities or conflict in construction documents.
- B. Work shown or inferred on construction documents but missing from bid packages.
- C. Work shown or inferred in the construction documents, but not described to the extent that it is sufficient to obtain competitive bids.
- D. Security personnel to control unexpected union picketing.
- E. Expenditures suggested by Design-Builder and agreed to by Trustees for the benefit of the Project.

- F. Errors or Omissions in the Contract Documents.
 - G. Coordination of installation tolerances between trades.
 - H. Overages on Design-Builder allowances.
- 6.35 Ineligible uses of Contingency
- A. Additional Project management staff.
 - B. Weather protection of work or materials for the benefit of subcontractors.
 - C. Insurance co-pay (OCIP and BRIP deductible co-pay) costs.
 - D. Any item listed in RFP 13.01, Classification of Project Costs (Table A), as Overhead and Profit or Construction Phase Services.
 - E. Work specified in subcontracts.
- 6.36 Trustees' responsibility for Change Order
- A. Trustees-requested changes
 - B. Trustees-requested additional work.
 - C. Unforeseen Site Conditions if not able to be reasonably anticipated per RFP 6.16, and as described in the Contract General Conditions.
- 6.37 Project Design
- The Design-Builder is responsible for the technical design of the Project and for correcting design errors. The Design-Builder is responsible for the technical interpretation of design issues. The Design-Builder shall guarantee that the drawings are coordinated and constructible.
- 6.38 General Requirements
- Costs for General Requirements as listed in RFP 13.01, Table A, are included in the Budgeted Direct Cost of the work. During the design phase, Design-Builder and Trustees shall evaluate the estimate and agree on a Design-Builder allowance to cover all Project general requirements which may include items in addition to RFP 13.01, Table A. The agreed Design-Builder General Requirements allowance shall be included in the Design-Builder's proposed GMP submittal to the Trustees. The Design-Builder may provide general requirements in any manner including self-performed. If self-performed, Design-Builder shall keep time and material records and submit them to the Trustees weekly. If subcontracted out, the Work shall be competitively bid. Design-Builder shall be paid for general requirements by an estimate of expenses incurred and shall submit an accounting of actual expenses within 60 days of the estimate billing. At the end of the Project, Design-Builder shall retain ten percent (10%) of the unused general requirements allowance.
- 6.39 Failure to Agree on GMP
- If Trustees and Design-Builder cannot agree on a GMP, then Trustees may terminate the Design Phase agreement. The Design-Build Phase agreement will not be awarded to the Design-Builder.
- 6.40 Contract General Conditions
- The Design-Builder is obligated to use the Contract General Conditions for Collaborative Design-Build Major Projects for the Design-Build phase in effect at the time the Trustees and the Design-Builder agreed on a GMP.
- 6.41 Builders Risk Insurance Program
- The Trustees shall provide the Builders Risk Insurance through its Builders Risk Insurance Program (BRIP). Terms and conditions for eligibility and enrollment are contained in the Contract General Conditions. The Trustees have designated Alliant Insurance Services, Inc. as the Insurance Administrator. Information for each program is available at the following website: <https://www.calstate.edu/csu-system/doing-business-with-the-csu/capital-planning-design-construction/operations-center/Pages/construction-insurance-programs.aspx>

7.00 – PHASE 2, DESIGN-BUILD CONSTRUCTION SERVICES

- 7.01 Design-Build Services

Once the BOT has approved Schematic Drawings for the Project, and the Design-Builder and Trustees have agreed upon a GMP, the Trustees will award a Phase 2, Design-Build Construction Services agreement to the Design-Builder incorporating the Design-Build Contract Documents, which include: the GMP; the current Contract General Conditions; and all other Contract Documents. The Design-Builder shall sign the agreement and return it, along with the required insurance and bonds to the Trustees within ten (10) calendar days of written intent to enter into the Design-Build Agreement. No agreement shall be binding upon the Trustees until it has been executed by the Design-Builder and the Trustees and approved by the Trustees' attorney appointed according to law and authorized to represent the Trustees (Public Contract Code section 10820). The Design-Builder shall furnish design, construction administration and management services and use its best efforts to construct the Project in an expeditious and economical manner consistent with the best interests of the Trustees. The scope of work for Phase 2 is established by the Phase 2 agreement, a copy of which is included in the Appendices and includes the services specified in this RFP. Some of the services described in the Phase 1 agreement will also be provided, as appropriate, as Phase 2 services.

7.02 Execute Trade Contracts

Once the Phase 2 agreement is fully executed, Trustees shall notify the Design-Builder to complete the design, procure the remainder of the trade subcontractors by competitive bidding for the entire direct construction cost of the Project and construct the Project. Self-performed work by the Design-Builder is not permitted without the express written approval of the Trustees, which is only given when there is sufficient benefit to the Project as judged by the Trustees. Design-Builder shall competitively bid self-performed work, or designate the work specifically as a Design-Builder allowance.

7.03 Listed Trade Contractors / Subcontractors

If the value of a trade contract is more than one-half of one percent of the GMP, the Design-Builder shall list the trade/subcontractor, who shall become a listed subcontractor, and the Trustees shall enforce Public Contract Code section 4100 *et seq.*

7.04 DVBE Trade Contractors / Subcontractors

The Design-Builder shall list all trade contractors that are DVBEs, or that will subcontract with DVBEs, and indicate those firms' percentage of DVBE participation in the GMP.

7.05 Conduct Preconstruction Conference

The Trustees' Construction Administrator and the Design-Builder shall co-conduct a preconstruction conference with the trade contractors, design personnel, and other appropriate Trustees' staff. The Design-Builder preconstruction conference agenda includes, but is not limited to safety, drug testing, job procedures for clarifications, change orders, shop drawings, progress payments, field testing and inspection, mock-ups, and preparation and distribution of preconstruction conference notes.

7.06 Update the Project Schedule

Design-Builder shall update the Project Schedule on a monthly basis at a minimum, or when schedule no longer reflects Project conditions. In order to provide a comprehensive schedule, Design-Builder shall coordinate and receive input from the Trustees and the trade contractors for compliance with the individual requirements of each portion of the Project and the overall Project Schedule. Design-Builder shall review and approve the trade contractors' proposed construction schedules for logic, reasonableness, and conformance to the requirements of the Contract Documents. Design-Builder shall conduct daily review of the trade contractors' progress and conformance with updated Construction Schedules. Once the construction phase begins, a portion of the Project Schedule shall become the Construction Schedule in accordance with the Contract General Conditions, Article 36.16, Schedule. Design-Builder shall incorporate trade contractors into pull planning sessions as required to meet schedule milestones.

7.07 Review Monthly Progress Payment Requests

Design-Builder shall review and approve trade contractors' monthly progress payment requests, and compare the requested payments to actual work completed in accordance with the pre-approved schedule of values presented by the trade contractors at the beginning of construction. Design-Builder shall combine trade contractors' payment requests into Design-Builder's payment request, prepare a current overall schedule of values, and submit one invoice in duplicate to the Trustees for approval and payment that has been pre-approved by the University's Inspector of Record. Design-Builder shall include an updated Subcontractor Directory with each payment request.

- 7.08 **Payment Applications**
Design-Builder's payment applications will reflect actual subcontract amounts and other amounts totaling the Final GMP. Payments will be based on the percentage complete applied to actual amounts. Contingencies and allowances that are included in the Final GMP will be shown on the payment breakdown and will reflect the amount used and unused.
- 7.09 **Project Cash Flow**
Design-Builder shall provide monthly updated cash flow requirement projections for each month of remaining design and construction.
- 7.10 **Project Savings**
Design-Builder shall recommend potential Project savings to the Trustees. Recommendations for proposed savings shall be accompanied by a firm quote, and shall include any applicable additional services required due to the changes, and any required changes to the schedule. Cost proposals for Project savings shall be as proposed by the Design-Builder and approved by the Trustees. Acceptance of a suggested savings will be determined at the sole discretion of the Trustees who shall not be required to provide any reason for their decision. The Trustees and Design-Builder may agree upon shared savings as approved by the Trustees.
- 7.11 **Liaison Responsibilities**
The Design-Builder shall act as liaison between trade contractors, the Inspector, and University's Construction Administrator in order to maintain campus operations during construction, and coordinate the scheduling of work impacting operations (or any of the special interest groups of the Trustees) through the Construction Administrator.
- 7.12 **Report Monthly Construction Progress**
The Design-Builder shall prepare a monthly construction progress report, summarizing the progress of construction and key issues currently pending, and indicating each trade contractor's progress. The report shall also summarize the current cash flow projections. Design-Builder shall submit the monthly construction progress report to the Construction Administrator.
- 7.13 **Make Presentations**
The Design-Builder shall assist Construction Administrator in reporting construction progress to the Trustees at regular intervals throughout the Project. The Design-Builder shall prepare occasional presentations to other organizations as requested by the Construction Administrator regarding construction issues of special importance.
- 7.14 **Building Permit**
Design-Builder shall not proceed with any given phase of construction until the University issues a building permit for that phase. Conditions for the issuance of a building permit include: completion of all plan checks required for that phase; verification of conformance to the Design-Build Contract Documents; verification of required bonding and construction insurance.
- 7.15 **Provide Trailers and Equipment**
The Design-Builder shall provide all necessary on-site trailers and office equipment for both the staff of the Design-Builder and the Trustees' Inspector of Record.
- 7.16 **Provide Necessary Personnel**
The Design-Builder shall provide all necessary on-site construction management, supervisory, and clerical staff for the proper management of the construction.
- 7.17 **As-Built Drawings**
The Design-Builder shall monitor that the trade contractors are maintaining as-built drawings and specifications. The Design-Builder shall compile and process the as-built documents and submit them at the end of the Project for review, approval. As part of the As-Built Record Document submittal, Design-Builder shall submit BIM files (Revit or equal), AutoCAD DWG files, and PDF files of all as-built documents. Mylar film is not required.

7.18 Close out Project

The Design-Builder shall prepare a recommendation for final acceptance of the Project after the trade contractors have corrected deficient work and satisfied all contract conditions. Then Design-Builder shall prepare a final cost report and a final payment request, in accordance with the Contract General Conditions, Article 40.05, Payment. Payment of the final payment request is dependent on the University's acceptance of the final cost report. Refer to RFP 10.03 for further information.

A. Final Cost Report

The Design-Builder shall include the following in the final cost report and will be paid:

1. Overhead and Profit
2. Site Management Fee / Construction Services
3. Design and construction administration fee.
4. Payment and performance bond true-up premiums for Design-Builder and subcontractors.
5. Allowances – Each allowance is not-to-exceed line item. Provide the detailed cost accounting as required in the Contract General Conditions and RFP 6.32. Any Design-Builder Allowance savings shall be returned to the Trustees with a credit change order.
6. Change Orders – Provide the detailed accounting of change orders.
7. Trade contractor costs. Provide a line item breakdown for each Trade Contractor Bid and adjustments by change orders. Payment will be made up to the Budgeted Direct Construction Cost included in the Design-Builder's GMP, as adjusted for change orders.
8. Contingency expended. Provide an accounting of charges against the contingency.
9. Earned share of unused contingency.

B. Final Payment Request

Once the Trustees accept the final cost report, and after Trustees notify the Design-Builder of the date of the notice of completion recordation by the county recorder, the Design-Builder may submit its final payment request.

C. The Design-Builder shall provide a complete set of Contract Files to the Construction Administrator. This shall include, but not be limited to, as-built drawings, operation and maintenance manuals, additional materials, and warranties.

D. Sanction for Failure to Achieve Stated DVBE Participation

Design-Builder shall submit the Prime Contractor DVBE Subcontracting Report (per Contract General Conditions and Supplementary General Conditions, Article 32.12-h, Design-Builder's DVBE Subcontracting Report). If by the end of construction the Design-Builder does not realize the incentive DVBE percentage identified in its Phase 2 agreement, the Trustees shall assess an amount of \$50,000 per one percent shortfall down to the minimum of three percent (3%), prorated, and deduct it from the Contract Amount due. Reference RFP 6.21-B.

8.00 – DESIGN-BUILDER SELECTION PROCESS

8.01 Clarifications and Questions Regarding this RFP

All communications regarding this RFP including requests for information or clarification of the intent or content of this RFP must be received by the Trustees' Representative shown below in writing no later than the date set for submitting questions stated in Selection Process Schedule, RFP 4.01. Only the Trustees' Representative, as identified below, is authorized to answer questions relative to this RFP. Information obtained verbally from any other source has no authority, may not be relied upon, and shall have no standing in any event that may occur. Written addenda will be distributed on or before the date fixed for issuing addenda as stated in the Selection Process Schedule. Failure of Proposer to receive any addenda shall not relieve the Proposer from any obligation therein. Proposers are advised to inquire about addenda prior to submitting a Proposal.

Questions regarding this RFP shall be directed to the Trustees Representative named in RFP 8.02.

8.02 Managing Office / Trustees' Representative

Managing Office for the Design-Builder Selection Process:

Campus: California State Polytechnic University, Humboldt, Contracts and Procurement, Addie Dunaway

Address: 1 Harpst St., Arcata, CA 95521

Questions related to this RFP shall be directed in writing to the Trustees' Representative named below.

Name: Addie Dunaway, Procurement Specialist, Contracts & Procurement

Telephone: (707) 826-3307

E-mail: addie.dunaway@humboldt.edu and procure@humboldt.edu

8.03 Proposal Submittals

The Trustees will accept Proposals no later than the time and date indicated in Selection Process Schedule, RFP 4.01. Proposals shall be divided into two separate submittals, the Technical Proposal and the Fee Proposal. Each submittal shall be submitted in a separate envelope or package and be clearly marked as required below.

The Technical Proposal and the Fee Proposal Submittals, RFP 8.04 and 8.05, shall be submitted after the Pre-proposal meetings and before the Interviews, as described in RFP 8.13 and the RFP schedule.

8.04 Technical Proposal Submittal

Proposers must submit one electronic copy of the Technical Proposal via email, with the following clearly marked in the subject line:

”

“Proposer’s Firm Name -Technical Proposal – RFP #22-2 Energy Research + Sustainability Center, Project #PLY105”

If the file size is too large for one e-mail, please submit in multiple emails with “#1 of total number of emails” included in the subject header, OR use a reliable and secure document sharing platform

8.05 Fee Proposal Submittal

Proposers must submit one electronic copy of the Technical Proposal via email, with the following clearly marked in the subject line:

“Proposer’s Firm Name -Technical Proposal – RFP #22-1 Energy Research + Sustainability Center, Project #PLY105”

8.06 Delivery of Proposals

Proposals must be emailed to the email address below at or before the time and date set in the Selection Process Schedule, RFP 4.01.

E-mail: addie.dunaway@humboldt.edu and procure@humboldt.edu

8.07 Responsibility for Timely Delivery of Proposals

The Proposer is solely responsible for ensuring delivery via email no later than the date and time specified. The proposer is encouraged to ensure receipt of email via common email tools or contact the Contracts & Procurement Office.

8.08 Proposer’s Cost

Each Proposer acknowledges and agrees that the preparation of all materials for submittal to the Trustees and all presentations, related costs and travel expenses are at the Proposer’s sole expense, and the Trustees are not, under any circumstances, responsible for any cost or expense incurred by the Proposer. In addition, each Proposer acknowledges and agrees that all documentation and materials submitted with their RFP shall remain the property of the Trustees.

8.09 Selection Policy

It is the policy of the Trustees that the selection of the Design-Builder to provide professional design and construction services for this Project is based on the quality of the Design-Builder, i.e. demonstrated competence and experience, and on the cost to provide the satisfactory performance of the services required.

8.10 Evaluation and Scoring of Proposals

The evaluation team shall evaluate each proposal to determine its responsiveness to the Trustees’ requirements. Each question will be scored against an ideal Proposal in the opinion of the Trustees’

Evaluation Team; the ideal Proposal would receive the maximum number of points possible as indicated. If all information is not provided, the Proposal may not be considered. Each question is assigned a maximum score in relation to the Trustees' assessment of the associated contribution toward achieving project goals.

8.11 RFP Compliance Check

The Trustees may deem proposals non-responsive and eliminate them from further consideration for any of the following reasons. If proposals:

- A. do not meet minimum submittal or content requirements herein,
- B. do not meet overall qualification standards,
- C. take unacceptable exceptions to the RFP requirements, or
- D. violate the prohibitions in Public Contract Code section 10832 (regarding conflict of interest).

8.12 Proposal Analysis

An evaluation team comprised of the Trustees' representatives will analyze each technical proposal to ensure that the Trustees' needs will be met. Once evaluations are completed, the team will conduct in-person interviews with each Proposer.

8.13 Pre-Proposal Meetings and Interviews

The RFP process includes a one-hour pre-proposal meeting and a separate interview with each short-listed proposer. The Trustees will issue the Final RFP to all respondents based on the product of the Pre-Proposal meetings.

A. Pre-Proposal Meetings

1. The University runs the first half hour meeting by: focusing on the Collaborative Design-Build (CDB) process, providing project specific information, and review the RFP in framework and detail
2. The Proposer runs the second half hour meeting, which focuses on questions, clarifications and proposed changes to the RFP. The Trustees' role in this second half hour meeting is to provide information as necessary and allow for changes to the Final RFP.

After the pre-proposal meetings the Trustees issue the Final RFP to the proposers; each Proposer is required to adhere to all of the Trustees' requirements of this Final RFP.

B. Interviews

After the evaluation of the Technical proposals, and as part of the evaluation process, the evaluation team will interview all Proposers. The structure for these meetings and interviews will be as follows:

1. Proposers shall be randomly selected for time slots for interviews, which shall be held on the date(s) indicated in the Selection Process Schedule (RFP 4.01). The University will notify each short-listed proposer in writing, advising the date, time and location on campus for the interview.
2. Proposers shall receive 60 minutes to make their presentations and 60 minutes for questions and answers from the panel.
3. Proposers may arrive 10 minutes before their interview time for set up of equipment and materials used for presentation purposes.
4. Proposers should feel free to use any form of electronic media or otherwise to make their presentations within the allotted time. The Proposer shall provide, on electronic storage media, a copy of all materials presented in the interview.
5. Proposers are requested to present their approach to the design and construction of the Project.
6. Proposers are required to present at the pre-proposal meetings and interview those members of their team that will occupy key positions on the Project such as, but not limited to: Preconstruction Coordinators, Project Managers, Architects, Designers, Projective Executives, Key Consultants and other essential team members to ensure that the Trustees are interviewing individuals that will work on the Project as primary contacts and managers.

B. Scoring

The Trustees will select the highest scoring Proposer (proposers are scored on Fee Proposal and Technical Proposal, which includes interview scores) who will become the Design-Builder.

- 8.14 **Public Opening of Fee Proposals**
After interviews the technical scores will be announced and then the fee proposals will be opened and scored as outlined in RFP 8.15 and 10.02. The Trustees will then announce the selected firm.
- 8.15 **Scoring Calculation**
The Trustees will provide the technical score in whole numbers. The Trustees will calculate the fee score to two decimal places and will add it to the technical score. The winner will be the Proposer with the highest combined technical and fee scores. In the event of a tie for first place in the total score, the winner will be the tied Design-Builder with the lowest proposed fee. If the proposed fees are equal the winner will be selected by a coin toss in the presence of both parties and managed by the Trustees. The Trustees require that the tied Proposers agree to the coin toss procedure in writing before the toss.
- 8.16 **Intent of Technical Proposal**
The Trustees’ intent of the technical proposal is to determine the Proposer’s ability to successfully deliver the Project using the ‘Collaborative Design-Build’ project delivery method. It is the Trustees’ position that this project delivery method is of a highly collaborative nature and will require the successful Proposer to work closely with the Trustees during each phase to deliver a high quality Project on time and within the budget. In order for the Trustees to evaluate the Proposer’s ability to meet the requirements of this Project, Proposers shall submit their technical proposal for evaluation and scoring.

9.00 – TECHNICAL PROPOSAL REQUIREMENTS

- 9.01 **Required Content of Technical Proposals**
Proposers shall submit Technical Proposals that include all the following required information, including a comprehensive but concise summary of qualifications and capabilities to satisfy the requirements of the RFP. Proposers should focus on conveying project specific information, excluding generic process information; and editing for brevity. Proposers shall adhere to the following organization in their Proposals by providing tabs for sections as listed in this section.

Introduction: No tab required. 0 POINTS

- A. Cover Letter: provide a cover letter that references the RFP and confirms that all elements of the RFP and any addenda have been read and understood.
- B. Cover letter confirming that Respondent’s RFP submittal is in response to this RFP and agrees to enter into schematic design and design-build contracts if selected, and all information in the RFP is accurate under penalty of perjury.
- C. The cover letter shall be signed by an individual authorized to contractually bind the Proposer.
- D. Table of Contents

Tab 1 – Project Specific Requirements 40 POINTS

- A. Describe the design approach to maximize the academic and research programs within budget, as well as other elements of the stated program.
- B. With review of the program and concept as described in the RFP identify opportunities or issues with the proposed build from a design and constructability perspective.
- C. Provide a narrative of major site constraints that will influence the design and construction direction for this project.
- D. Provide a narrative of potential site and building elements that will support sustainability in pursuit of LEED Gold equivalency, LEED certification is not a project requirement.
- E. Discuss your understanding of the resource challenges of the locality, and the approach to address these issues.

Proposer shall provide a narrative describing how these project specific issues and criteria will be dealt with during the preconstruction and / or construction phases.

Tab 2 - Project Organization, Personnel Experience and Qualifications 50 POINTS

Provide information on the organization of the Project staff that will be used to successfully deliver this Project. Define the key personnel of each team component and how the team will be managed, the decision-making ability in the process, and the qualifications of the key personnel.

- A. Project Organization – Provide an organization chart that defines the Project management and staffing plan – key personnel -- for the design and construction portions of the Project and include:
 - 1. Each position within the Project organization and the project role and responsibilities of the individuals.
 - 2. The individual team members/position within the organization that will be on the Project for the entire duration of the delivery or whether a specific position will not be required for the entire Project delivery.
- B. Personnel Experience – Each Proposer shall submit résumés demonstrating the qualifications of the key personnel for this Project. Key personnel are those who will be working directly with the University including: contractor’s project executive, project manager, and superintendent, and the Architect’s, designer or architect and project manager. Other resumes are optional. Naming key design and subcontractor consultants is encouraged. Résumés shall include but not be limited to:
 - 1. Experience on projects of similar size, scope, complexity and budget.
 - 2. Experience with alternative project delivery methods where collaboration during the design phase is demonstrated.
 - 3. Professional certifications, training, and technical expertise.
 - 4. Provide a matrix of proposed staffing and completed projects to illustrate where the key personnel have worked together on previous projects. Provide basic project information including owner contact information.
- C. In-House Capabilities – Identify specialized in-house expertise within each company on the Design-Build team and describe their relevance and implementation on this Project.
- D. For each individual, indicate the length of employment with the present company.
- E. Describe all relevant training accomplished by proposed staff.

Tab 3 - Staffing Levels

80 POINTS

The University will score staffing levels assigned to the Project based on total hours and the appropriateness of the classifications and quantity of hours for each classification.

- A. Submit a table showing the planned staffing assigned to the Phase 1. The table shall list all individuals assigned to perform work directly on the Project and indicate name, job classification, existing employees, or employees to be hired, or non-employees (independent consultants), the hours each individual is assigned to the Project during the Phase 1, and the total of all hours planned to be expended during the Phase 1.
- B. Submit a table showing the planned staffing assigned to site management during the Phase 2. The table shall list all individuals assigned to perform work directly on the Project and indicate name, job classification, existing employees, or employees to be hired, or non-employees (independent consultants), the hours each individual is assigned to the Project during the Phase 2, and the total of all hours planned to be expended during the Phase 2.
- C. Submit as a part of the sealed fee proposal only, expanded sections of the table created above in items A and B to include the hourly rates for the staffing levels identified including a total cost for each staff member and bottom line total cost for all staff identified in the tables for construction phases. *The hourly rates for Phase 2 staff shall include all staff costs excluding overhead and profit.*

Tab 4 - Project Approach

80 POINTS

Provide your approach and work plan for the Project. Limit to four pages for each section herein (this limitation does not apply to the quality control plans). Respondents providing non-generic

project specific answers will receive higher scores. Indicate a clear understanding of the objectives of the Collaborative Design-Build delivery. The items in the following sections are the minimum required.

- A. A narrative for the approach to be used during the Phase 1, Design and Preconstruction Services, shall contain:
1. Review and comment on the adequacy of the Project budget. Describe how design target budgets will be established and monitored to achieve the budget goals committed to herein.
 2. Describe how the Design-Build team will participate together in: the design, design review, constructability review, estimating, value engineering, scheduling and phasing, construction methods, materials, equipment and systems, and recommendation of specific building systems and materials and/or methods to maximize and achieve the Project budget.
 3. Provide a project specific Quality Control plan that will be used during the preconstruction and design phase and include but not be limited to:
 - a. Process to identify constructability issues.
 - b. Process for reviewing the coordination of building system design.
 - c. Process for assuring a conservative, code complaint design and submittal to the State Fire Marshal.
 4. Describe your firm's experience with employing design-assist or design-build trade contractors. Describe which trades are proposed for design-assist and / or design-build services on this Project, but not specific contractors.
 5. Describe how the Design-Build team will proactively manage: the design and construction process in conjunction with University staff; the University staff, including facilitating and documenting the decision making process, building consensus, pushing the schedule, identifying risks, and managing expectations.
- B. Provide a narrative for the approach to be used during the Phase 2, Design-Build Construction Phase, which shall include but not be limited to the following items.
1. Provide an example from a previous project where subcontractor(s) were not performing to schedule and how the proposer's team managed the project to a successful completion. Include any examples of LEAN principles such as pull planning, planned percent complete metrics, etc.
 2. Provide a project specific quality control plan that will be used during the Phase 2 Design-Build Construction Phase, and this plan shall include but not be limited to the following items.
 - a. Review and coordination of all submittals/shop drawings prior to submitting to the Trustees for review.
 - b. The process and key personnel that will be tasked with assessing the craftsmanship and workmanship by all trades and verify that all materials installed are per the approved submittals and shop drawings.
 - c. How mock-ups will be used to determine the level of craftsmanship and workmanship required to meet the Universities requirements for quality.
 - d. The methodology that will link the constructability, value engineering and cost control management processes from the Phase 1 to the Phase 2 for a seamless flow from design to construction between the trades and as coordinated by the Design-Builder.
 - e. Preconstruction conferences to verify that the trade contractors are familiar with the scope of work and process required for the coordination of inspections, field testing, shop drawing approval, and submittal approval as related to their scope of work. Detail which building systems will be included in preconstruction conferences. Provide documentation examples from previous projects.

Proposal shall include a summary level milestone schedule illustrating how Design-Builder intends to manage the Project. Provide a schedule and one-page narrative for the Design Phase and Construction Phase services and include at a minimum the following:

- A. A CPM schedule that integrates critical major design and construction activities.
- B. Illustrate an understanding of the CSU processes, required Project approvals, and durations for reviews.
- C. Coordination of the project milestones with critical approval, reviews, and permitting.
- D. Any phasing or other solutions the Design-Builder intends to execute to achieve the proposed schedule.

The Project Schedule and Plan is intended to show the Design-Builder understands the overall process and sequencing of activities starting at the beginning of design through the end of construction.

Tab 6 – Exceptions/Clarifications 0 POINTS

Any exceptions or clarifications to the RFP must be listed on an item-by-item basis and cross-referenced with the RFP document. If there are no exceptions or clarifications, the Proposer must expressly state that no exceptions or clarifications are taken.

Sketch to accompany Technical Proposal 50 POINTS

Submit a 24” x 36” size conceptual diagram(s), or vignettes that best reflects the Design-Builder’s vision of a project that fits the program, and enhances the surrounding campus context. This or other project examples should not attempt to describe a completed design. The ideas will not be binding, but only a concept to convey the proposed aesthetic direction. The accuracy of the building size, height and massing will not be judged, and may be shown in general terms based on Proposer’s current understanding of the Project. The intent is to demonstrate cooperation between the Design-Build team and ability to respond to owner input, not to start on the Project design.

Proposal Interview- Not Part of the Written Technical Proposal 40 POINTS

The makeup of the proposed Design-Builder Project team, the team members’ understanding of the project and commitment to its success, and their ability to communicate and work effectively with the rest of the team and the Trustees is of critical importance to the Trustees. The interview described in RFP 8.13 is an integral part of the evaluation process. The Design-Builder presentation should focus on the following:

- A. Introduction of the proposed staffing for the Project. What qualities will each proposed staff member bring to the team that will lend to the success of this Project?
- B. The factors that make the proposed Design-Build team uniquely qualified and the best suited to for this Project?
- C. Verbal presentations by proposed staff of their previous experiences, both successes and difficulties, with working on previous project teams. *Team members proposed to have the most interaction with the University should have larger parts in the interview.*
- D. Highlight any areas of the Design-Builder’s proposal that warrant the special attention of the evaluation team, especially projects that the team has completed together in the local area that demonstrate their ability to successfully complete this project.
- E. Present the Design-Builder’s approach to meeting Project goals. State the Design-Builder’s opinion of the Project budget and schedule.
- F. Present questions the Design-Builder may have for the interview team.

Maximum Possible Points for Technical Score 390 POINTS

10.00 – FEE PROPOSAL REQUIREMENTS

10.01 Contents of Fee Proposal Submittal

The Proposer shall provide a fee proposal as part of the Design-Builder selection process. The fee proposal package submitted shall contain the documents listed in Appendix A.

10.02 Fee Proposal Form

The Fee Proposal Form is listed in Appendix A. Fees shall be shown in percentages and dollar amounts. Refer to RFP 13.01, Table A, for a description of construction phase costs in each category of fees listed below. The Budgeted Direct Construction Cost is identified in Project Description, RFP 3.02.

10.03 The Design-Builder is asked to propose fees for the Project as described in the following sections.

A. Design Fees, to include:

1. Full design services (SD, DD, CD, bidding, CA, RD) fees for architect, engineers, consultants, design-build and / or design assist trade contractors, and others
2. Proposed design fee shall include, but is not limited to, the fees for designing the elements listed as “Included in Proposal” in RFP 13.02, Table B.
3. Design-Builder will be allowed to include design fees in the direct cost of the Work for the trades and engineering indicated as “Include in Direct Cost” in RFP 13.02, Table B. Design fees not listed in this manner are to be included in the proposal.
4. Includes design fees associated with both the Phase 1 and the Phase 2 agreements.
5. Complete the programming phase and design criteria that was started and submitted in the RFQ, and use it as a starting point and basis for detailed final programming effort.
6. Contract Amount will be the proposed lump sum amount, allocating 60% to the Phase 1 agreement (including design development), and 40% to the Phase 2 agreement. Campus may adjust this allocation of design fees for cause during the schematic phase. Contract Amount will not be reduced due to bid savings nor increased for over bids.
7. Proposed percentage fees may be used as the basis for A/E extra services.

B. Preconstruction Fees:

1. Phase 1 preconstruction services include estimating, scheduling, constructability, Design-Assist and/or Design-Build trade contractors, and other preconstruction services for Design-Builder, subcontractor consultants and others, as specified.
2. Include overhead and profit on preconstruction services.
3. Include preconstruction fees associated with both the Phase 1 and Phase 2 agreements.
4. Include proposal as lump sum for the Project.
5. Contract Amount will be the proposed lump sum amount, allocating 60% to the Phase 1 agreement, and 40% to the Phase 2 agreement. University may adjust this allocation of preconstruction fees for cause during the schematic phase. Contract Amount will not be reduced due to bid savings nor increased for over bids.
6. Payment will be based on percent of completion of the required scope of work, in accordance with the payment schedule included in the contract.

C. Site Management Fee / Construction Phase Services (for the construction of the project)

1. Includes site management services defined in RFP 13.01, Table A. Includes all staff and facilities located at the construction site to manage the construction of the project. Does not include overhead and profit.
2. Propose as a lump sum to complete the work within the construction schedule included in the RFP. Show staffing levels and hours as part of technical proposal.
3. Contract Amount shall be the proposed lump sum amount which may be adjusted for cause during the schematic phase. Contract Amount will not be reduced due to bid savings nor increased for over bids.
4. Payment will be based on percentage of completion of construction work.
5. The terms “Construction Phase Services” and “Site Management Fee” are synonymous when describing this category of fees.

6. Proposed fees shall be used to determine the Contract Final GMP. Construction change order mark-ups shall be in accordance with the Contract General Conditions, Article 38.00.
- D. Payment and Performance Bonds for the Design-Builder
1. Include the cost of the Design-Builder’s payment and performance bonds.
 2. Propose as a percentage of the direct construction cost budget and calculate a lump sum for scoring purposes. (Bonds rates are usually quoted on the contract bottom line but Design-Builder is asked to convert to effective rate applied to direct cost of the work.)
 3. Contract will be the proposed percentage on the actual value of direct construction cost up to the limit of the budget.
 4. Payment will be made when the bonds are presented, at contract closeout.
- E. Subcontractor Performance Insurance or Bonds
1. Include the cost of subcontractor payment and performance bonds or insurance.
 2. Propose as a lump sum contractor allowance based on percentage of Direct Construction Cost Budget.
 3. Contract will be a contractor allowance based on the proposed percentage of the proposed Direct Construction Cost.
 4. Payment will be based on the actual cost of this protection up to the amount proposed.
- F. Overhead and Profit, per RFP 13.01, Table A
1. Includes Design-Builder overhead and profit on direct construction cost, and insurance.
 2. Propose as a percentage of direct cost and calculate a lump sum based on the budget.
 3. Contract Amount shall be a lump sum based on the budget that is agreed to during Phase 1. Overhead and profit will not be reduced due to bid savings nor increased for over bids.
 4. Payment will be based on the percentage of the construction work completed.
 5. Proposed fees shall be used to determine the Contract Final GMP. Construction change order mark-ups shall be in accordance with the Contract General Conditions, Article 38.00.

10.04 Scoring of Total Fee Percentage

Total Fee percentage will be scored in direct relation to its variance from the lowest fee based on the average fee. The lowest **Total Fee** percentage will receive the maximum score of 80 points. For example:

Proposed Fee %	Variation from Lowest Fee = Proposed Fee % - Lowest Fee %	% Variation = Variation from lowest fee % / Average fee%	Points to deduct from 80 points	Fee Score
10%	10%-10%=0%	0%/11%=0%	80 x 0%=0	80-0=80
11%	11%-10%=1%	1%/11%=9%	80 x 9%=7.20	80-7.2=72.80
12%	12%-10%=2%	2%/11%=18%	80 x 18%=14.40	80-14.4=65.60

Sample calculation: Average fee = (10+11+12) / 3 = 11%

11.00 – PROJECT AWARD AND COMMENCEMENT

11.01 Award

The Trustees will award a Design Phase contract to the highest scoring Proposer. This Proposer will be informed in a timely manner and should be prepared to commence work immediately following execution of the Design Services agreement and receipt of the Notice to Proceed. In the event contract award is unsuccessful with the first selected Proposer, the Trustees may choose to award the contract to the next Proposer in the ranking.

11.02 Phase 1, Design and Preconstruction Services Fee

The Phase 1, Design and Preconstruction Services agreement fee amount shall be as prescribed in RFP 10.03-A and B, and as proposed for design and preconstruction services fees.

- 11.03 Phase 2, Design-Build Construction Services Agreement Fees
The Phase 2 agreement amount shall be the Final Guaranteed Maximum Price (Final GMP) which is the sum of the following:
- A. Direct Construction Cost budget as may be revised during schematic design,
 - B. Design and preconstruction services fees, as prescribed in RFP 10.03-A and B.
 - C. Site management fee (RFP 10.03-C),
 - D. Contingency (RFP 6.33),
 - E. Overhead and profit (RFP 10.03-F),
 - F. Payment and performance bonds (RFP 10.03-D), and
 - G. Subcontractor bonds or equivalent allowance (RFP 10.03-E).

12.00 – MISCELLANEOUS

- 12.01 Non-Binding
This RFP and/or the interview process, shall in no way be deemed to create a binding contract or agreement of any kind between the Trustees and the Proposers.
- 12.02 Irregularities
The Trustees reserve the right to reject any or all proposals, to cancel the Project, to alter the selection process in any way, to postpone the selection process for its own convenience at any time, and to waive any defects in the RFP.
- 12.03 Rejection of Proposal(s)
The Trustees may reject any or all proposals and may waive any immaterial deviation in a proposal. The Trustees' waiver of an immaterial defect shall in no way modify the RFP documents or excuse the Proposer from full compliance with the specifications if awarded the contract.
- 12.04 Failure to Execute the Agreement
Failure to execute the agreement within the timeframe identified in the Project Schedule, RFP 4.01, shall be sufficient cause for voiding the award. Failure to comply with other requirements within the set time shall constitute failure to execute the agreement. If the selected Proposer refuses or fails to execute the contract, the Trustees may award the contract to the next qualified, highest-ranked Proposer.
- 12.05 Disposition of the Proposals
Proposals become the property of the Trustees. The information contained in all proposals shall be held confidential to the extent permitted by law, except that the Total Fee Percentage, separately submitted as part of the Fee Proposal Package of each proposal, shall be publicly opened and read after the Total Quality Points have been tabulated and published. Proposals will become public upon execution of the Design Phase service agreement and the Second Phase (Design-Build) agreement with the successful Proposer. All materials, ideas, and formats submitted in response to this RFP will become the property of the Trustees upon receipt and may be returned only at the Trustees' option.
- 12.06 Cancellation
While it is the intent of the Trustees to award to the successful Proposer. This solicitation does not obligate the Trustees to enter into an agreement for design, or design-build services. The Trustees reserve the right to cancel this RFP at any time, in the best interest of the Trustees. No obligation, either expressed or implied, exists on the part of the Trustees to make an award or to pay any costs incurred in the preparation or submission of a proposal in response to this RFP.

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13.00 – CLASSIFICATION OF PROJECT AND DESIGN COSTS

13.01 – Classification of Project Costs (Table A) – Page 1 of 4 pages

In the following Table A, the Trustees indicate the appropriate category for Design-Build phase costs and fees.

Construction Phase Jobsite Staff		Direct Cost of Work	Construction Phase Services	General Requirements	Other (See Details Below)	Paid by Owner
1	Project Manager		X			
2	Project Superintendent		X			
3	Project Engineer		X			
4	Scheduling Engineer		X			
5	Field Engineer and consultant		X			
6	Estimating Change Orders		X			
7	Drafting and Detailing		X			
8	As-Built drawings and specifications		X			
9	Field Accountant		X			
10	Time Keeper		X			
11	Secretarial		X			
12	Clerk/ Typist		X			
13	Independent Surveyor			X		
14	Job Assigned Safety and. E.E.O. Officer		X			
15	Job site safety and cost of safety		X			
16	Reasonable suspicion and post-accident drug testing					X
17	Periodic drug testing			X		
18	Jobsite Laborer and Runner			X		
19	Fringe Benefits for Job Site Services Staff		X			
20	Vacation Time for Const. Phase Services Staff		X			
21	Sick Leave for Const. Phase Services Staff		X			
22	Subsistence for Const. Phase Services Staff		X			
23	Bonuses for staff				OHP	
Construction Work		Direct Cost of Work	Construction Phase Services	General Requirements	Other (See Details Below)	Paid by Owner
1	Wages of Construction Labor	X				
2	Labor Fringe Benefits and Burden	X				
3	Subcontract Costs	X				
4	Material	X				
5	Equipment	X				
6	Small Tools – Purchase			X		
7	Small Tools – Rental			X		
8	Warranty Work and Coordination				OHP	
9	Protection of installed work	X				
10	Corrective Work Damaged by Design-Builder or subcontractors				OHP	
11	Corrective Work Non-Conforming with Specs				OHP	

Job Site Temporary Facilities		Direct Cost of Work	Construction Phase Services	General Requirements	Other (See Details Below)	Paid by Owner
1	Office Trailers, including Inspectors and Owners		X			
2	Storage Trailer and Tool Shed		X			
3	Office Furniture and Equip		X			
4	Copy machine and Printer		X			
5	Postage/UPS/FedEx		X			
6	Project Photographs		X			
7	Temporary Toilets			X		
8	Project Sign		X			
9	Scaffolding			X		
10	Temporary Fencing and Enclosures			X		
11	Covered Walkways			X		
12	Barricades			X		
13	Temporary Stairs			X		
14	Opening Protection			X		
15	Safety Railing and Nets			X		
16	Drinking Water/Cooler/Cup			X		
17	Safety/First Aid Supplies			X		
18	Fire Fighting Equipment			X		
19	Security Guards			X		
20	Watchman Service (Day or Night)			X		

Temporary Utilities And Cleaning		Direct Cost of Work	Construction Phase Services	General Requirements	Other (See Details Below)	Paid by Owner
1	Telephone Installation	X				
2	Telephone Monthly Charges			X		
3	Electric Power Installation	X				
4	Electric Power Distribution Wiring	X				
5	Electric Power Monthly Charges			X		
6	Water Service – Installation	X				
7	Water Service - Monthly Costs			X		
8	Heating and Cooling Costs			X		
9	Light Bulbs	X				
10	Periodic Job Site Clean-Up			X		
11	Final Clean	X				
12	Dump Permits and Fees			X		
13	Trash Removal and Hauling			X		
14	Flagman and Traffic Control			X		
15	Dust Control			X		
16	SWPP Installation and Maintenance	X				
17	SWPP Inspection			X		
18	Temporary Road Construction	X				
19	Temporary Road Maintenance			X		
20	Trash Chute and Hopper			X		

Indirect and Miscellaneous Costs		Direct Cost of Work	Construction Phase Services	General Requirements	Other (See Details Below)	Paid by Owner
1	Performance and Payment Bond premiums for Design-Builder's bonds				DB Bonds	
2	Insurance premium for Design-Builder enrolled in GL and WC. See General Conditions					X
3	Insurance premium for Design-Builder for coverage i.e. auto, E&O.				OHP	
4	Performance and Payment Bond premium for trade contractor's bonds or equivalent insurance				Subs Bonds	
5	Insurance premium for trade contractor enrolled in GL and WC. See General Conditions					X
6	Insurance premium for trade contractors for coverage, i.e. Auto	X				
7	Insurance premium for trade contractors– See General Conditions	X				
8	Premium for Builders Risk Insurance					X
9	Insurance deductible by Design-Builder or trade contractor				OHP	
10	Printing plans and specifications		X			
11	Initial Soils Investigation					X
12	Hydraulic Testing for dewatering	X				
13	Testing and Inspection					X
14	Maintenance after occupancy					X
15	Facility operator training by Design-Builder or trade contractors	X				
16	Fees- Plan Check					X
17	Fees- Building Permit					X
18	Fees- Sidewalk Permit					X
19	Fees- Water Connection Permit					X
20	Fees- Water Meter					X
21	Fees- Sanitary Sewer					X
22	Fees- Storm Drain					X
23	Fees- Gas Service					X
24	Fees- Power Service					X
25	Fees- Curb and Gutter permit					X
26	Fees- Sign					X
27	Elevator Inspection and Permits	X				
28	Fees, assessments, licenses, inspections required for Construction	X				
29	Business Licenses and Fees				OHP	
30	LEED registration					X
31	LEED certification					X
32	Commissioning Coordination		X			
33	County Health Department Fee					X

13.01 – Classification of Project Costs (Table A) – Page 4 of 4 pages

	Hoisting	Direct Cost of Work	Construction Phase Services	General Requirements	Other (See Details Below)	Paid by Owner
1	Hoist and Tower Rental			X		
2	Hoist Landing and Fronts			X		
3	Hoist Operator			X		
4	Hoist Material Skips/ Hoppers			X		
5	Erect and Dismantle Cranes and Hoists			X		
6	Crane Rental			X		
7	Crane Operators			X		
8	Crane Raising/ Jumping Costs			X		
9	Temporary Elevator Rental			X		
10	Elevator Operation Costs			X		
11	Cage Rider at Elevator			X		
12	Forklift Rental			X		
13	Forklift Operator			X		
14	Hoisting Safety Inspections			X		
15	Fuel, Repairs, Maintenance, Service			X		
	Main Office	Direct Cost of Work	Construction Phase Services	General Requirements	Other (See Details Below)	Paid by Owner
1	Corporate Executives				OHP	
2	Principal in Charge				OHP	
3	Operation Manager				OHP	
4	Project Executive				OHP	
5	Estimating				OHP	
6	Value Engineering				OHP	
7	Scheduling				OHP	
8	Drafting and Detailing				OHP	
9	Purchasing and Writing Contracts				OHP	
10	Accounting and Bookkeeping				OHP	
11	Safety and E.E.O Officer				OHP	
12	Secretarial				OHP	
13	Clerk/Typist				OHP	
14	Computer/Data Processing				OHP	
15	Legal - General and Pertaining to Project				OHP	
16	Travel and Subsistence				OHP	
17	Fringe Benefits and Burden				OHP	
18	Vacation Time/Main Office				OHP	
19	Bonuses/Main Office				OHP	

End of RFP 13.01, Table A

Continue onto RFP 13.02, Table B on next page.

Item	Design Element	Include in Proposal	Include in Direct Cost	Owner Allowance	Paid by Owner
34	OFOI Equipment				X
35	Commissioning Agent - Enhanced for LEED				X
36	Commissioning Coordination	X			
37	Foundation Structural Design	X			
38	Dewatering System Engineering		X		
40	Environmental (Branding) Graphics/ Signs – Coordination, scope and solicitation. Allow 4 design meetings with user groups.	X			
41	Environmental (Branding) Graphics/ Signs – Design		X		

End of RFP 13.02, Table B

14.00 – EXHIBITS AND APPENDICES (see listing in RFP Table of Contents)

-End of Request for Proposals-