



Madera Unified School District
1902 Howard Road
Madera, California 93637

RFP/Q No. 102122
REQUEST FOR SEALED FEE PROPOSAL AND QUALIFICATIONS
FOR LEASE-LEASEBACK CONSTRUCTION SERVICES

KING HUSEIN SCHOOL

RFP/Q and Prequalification Application Issued:	October 21, 2022
Prequalification Applications Due:	November 3, 2022 at 4:00 PM
Prequalification Determination:	November 8, 2022 at 4:00 PM
Mandatory Project Meeting:	November 10, 2022 at 2:00 PM
Deadline for Submittal of Questions:	November 15, 2022 at 4:00 PM
Responses to the Questions Submitted:	November 18, 2022 at 4:00 PM
Sealed Proposals Due:	November 30, 2022, at 2:00 PM
Notification to Interviewees:	December 9, 2022
Interview Date:	December 19, 2022
Selection by Governing Board:	January 24, 2023, at 6:30 PM

REQUEST FOR SEALED FEE PROPOSAL AND QUALIFICATIONS (“RFP/Q”)
FOR LEASE-LEASEBACK CONSTRUCTION SERVICES

KING HUSEIN SCHOOL

PART 1
INTRODUCTION

The Governing Board (the “Board”) of the Madera Unified School District (the “District” or “Owner”) is seeking qualifications and proposals from qualified providers of lease-leaseback construction services (“Contractors”) for the construction of the King Husein School project (“Project”) within the District. The Project will be awarded by the Board to the contractor determined to provide the best value under the provisions of Education Code Contracts 17406 *et seq.*

This RFP/Q contains the following parts:

Part 1: Introduction

Part 2: Project Information and RFP/Q Instructions

- I. Critical Dates
- II. Project Description, Plans, and Specifications
- III. Contract Parameters
- IV. Scope of Work
- V. Format of Proposal
- VI. Selection Procedures and Guidelines
- VII. Award
- VII. General Information

Part 3: Exhibits

- A – Site Plan
- B – Pre-Construction Fee Worksheet
- C – General Requirements/General Conditions Fee Worksheet
- D – Fee Proposal Form
- E – Contractor Scoring Sheet
- F-1 – Lease-Leaseback Agreement
- F-2 – Sublease Agreement
- F-3 – Site Lease Agreement
- F-4 – Workers’ Compensation Certificate
- F-5 – Sufficient Funds Declaration
- F-6 – Non-Collusion Declaration
- F-7 – Iran Contracting Act of 2010 Certification
- F-8 – Executive Order N-6-22 Economic Sanctions Against Russia
- F-9 – Fingerprinting Notice and Acknowledgement
- F-10 – Drug-Free Workplace Certification
- F-11 – Conflicts of Interest Declaration

PART 2
PROJECT INFORMATION AND RFP/Q INSTRUCTIONS

I. CRITICAL DATES

A. Prequalification Applications Due Date

General contractors who wish to submit a proposal for the Project must be prequalified by the District through the project-specific prequalification process for the Project. This is a prequalification process that is separate and distinct from the District's current annual 2022 application for general contractors to participate in state-funded projects. Each contractor that desires to submit a proposal for the Project must submit this project-specific prequalification application. The project-specific prequalification application will be available on the District website on October 20, 2022. To be considered, general contractors must submit the prequalification application to the following person/address by no later than 4:00 p.m. on November 3, 2022:

Madera Unified School District
Facilities Planning Department
1205 S. Madera Avenue
Madera, CA 93637

Attention: Rosalind Cox, Director of Facilities Planning and Construction Management

Contractors are encouraged to submit prequalification packages earlier than the date set forth above, so that they may be notified of prequalification status well in advance of any applicable proposal deadline. Contractors will be notified of prequalification status on or before November 8, 2022.

Subcontractors will be prequalified at a later date.

B. Mandatory Project Meeting

A mandatory project meeting will be held on November 10, 2022, at 2:00 PM at 1205 S. Madera Avenue, Second Floor, Madera, California. All contractors that have prequalified to submit proposals to this RFP/Q must attend this mandatory meeting. Contractors who do not attend the mandatory project meeting will not be permitted to submit proposals and District will return the proposal unopened.

C. Questions

In order to control information disseminated regarding this RFP/Q, Contractors interested in submitting proposals are directed **not** to make personal contact with District employees or Board Members.

All questions, requests for explanation or clarifications of any kind with regard to this RFP/Q or the Project must be made in written form, and submitted via email to Rosalind Cox, Director of Facilities Planning and Construction Management, at rosalindcox@maderausd.org by no later than November 15, 2022 at 4:00 PM. A response will not be provided to any late questions, or requests for explanation or clarifications.

All addenda and clarifications will be posted on the District's website and provided to those Contractors that have requested a copy of the RFP/Q no later than November 18, 2022.

D. Sealed Proposals Due Date:

An original + six (6) copies of each Contractor's sealed proposal for the Project shall be delivered to the following address **no later than November 30, 2022, at 2:00 p.m.** on the clock designated by the District or its representative as the governing clock:

Madera Unified School District
Facilities Planning Department
1205 S. Madera Avenue
Madera, CA 93637

Attention: Rosalind Cox, Director of Facilities Planning and Construction Management

Contractors must also submit one (1) electronic copy on a flash drive. Proposals received after the deadline will be returned unopened. Proposals received that are not in the proper format will be rejected and returned to the Contractor.

Facsimile (FAX), e-mail, or other electronic copies of the proposal will not be accepted.

E. Interview Date

On December 19, 2022, the District will interview three (3) Contractors who receive the highest scores based on the District's preliminary best value analysis as outlined below. The District will contact the selected Contractors to schedule a specific time for the interview. District reserves the right to conduct one or more additional interviews, the date and time of which will be provided to contractor(s), if the District determines to conduct such additional interview(s).

F. Selection Date:

The Governing Board of the Madera Unified School District is planning to select a contractor for the Project at its regular Board meeting on January 24, 2023. The Board reserves the right to postpone or cancel this selection. The meeting will be held at 6:30 p.m. in the District Office's Board Room, 1902 Howard Road, Madera, California.

II. PROJECT DESCRIPTION, PLANS, AND SPECIFICATIONS

- A. Project Location:** The Project involves the construction of a new TK-8th grade school with corresponding on-site and off-site improvements. The Project is located on the south side of Cleveland Avenue between N. Westberry Blvd. and Road 24 in the City of Madera, Madera County, California.
- B. Project Description:** The King Husein School is made up of one Transitional Kindergarten/Kindergarten building, 4 academic buildings (for grades 1-8), a CTE focused building, an Administration/Library building, Multipurpose building, Snack bar/Athletic Storage building, and Pre-School building. All buildings are one-story. The site is comprised of various play fields, basketball courts, playground areas, two parking lots, parent drop off/pick up areas, bus loading zone, and kindergarten/preschool area. Approximate total square footage is 118,200 sq.ft. The school acreage is approximately 29.5 acres. The project will also include off-site improvements. See **Exhibit A** for site plan and location of project site.
- C. Project Architect/Plans and Specifications:** The District has selected Darden Architects as its architect for the Project (“Architect”). District anticipates the plans will be approved by the Division of State Architect (“DSA”) on or about December 2023.

III. CONTRACT PARAMETERS

A. Financing

The successful Contractor will be financing the construction of the Project through a lease-leaseback arrangement, and the District will be paying Contractor for its construction and financing through monthly lease payments that will extend beyond the completion of the construction.

B. Contract Transparency

1. The District will require an open book policy with the selected Contractor and its construction team on the entire Project, meaning that all costs included in the Contractor’s Total Sublease payment and each monthly Sublease Payment shall be clearly set forth to the District’s satisfaction, including site improvements, and the construction of the buildings, as spelled out in the plans and specifications.

2. The District shall be entitled to have access to all subcontractor and supplier bids (including list of inclusions, exclusions and any bid breakdowns), value engineering back-up, contingency breakdown and tracking, general conditions breakdown and tracking, documentation of contractor’s fees, and all other information necessary to verify

construction costs. District representative(s) will be allowed to participate in the subcontractor bid process.

3. The Project is subject to the payment of prevailing wages under the California Labor Code and applicable regulations, and the Project will be subject to compliance monitoring and enforcement by the California Department of Industrial Relations. The selected contractor shall provide a skilled and trained workforce in compliance with Education Code section 17407.5 and Public Contract Code sections 2600-2602.

C. Scope of the Fee Proposal

1. Pre-Construction Services Fee

The first component of the fee proposal shall include a proposed fee for pre-construction services, to be compensated on a time and materials basis in an amount not to exceed _____ dollars (\$_____.) Contractor shall provide list of personnel/positions with proposed hours and hourly rates for the pre-construction services as more fully set forth in **Exhibit B** - "Pre-Construction Services Fee Worksheet."

For more detailed information on the pre-construction scope of work, see section IV.C.

2. General Requirements/General Conditions Fee

The second component of the fee proposal shall include general requirements and general conditions, including but not limited to temporary facilities, general requirements, supervision, and equipment as more fully set forth in **Exhibit C** - "General Requirements/General Conditions Fee Worksheet." The General Requirements/General Conditions Fee shall be calculated as a monthly fee for each month beginning from the District's issuance of a Notice to Proceed with Construction through substantial completion of the Project. For purpose of this RFP/Q, the General Requirements/General Conditions Fee will be evaluated based on the District's estimated time of completion of 15 months. Any cost savings achieved will result in a credit to the District in the amount of the reduced expenses by change order.

As set forth in the Lease-Leaseback Agreement, each Contractor shall provide the District with objectively verifiable information of its costs to perform the Work and a written rationale for the General Requirements/General Conditions Fee for the Project, including documentation sufficient to support the calculation.

3. Construction Fee

The third component of the fee proposal shall be in the form of a percentage to be applied to the District's estimated construction cost of the Project as determined in accordance with Education Code section 17406(a)(3) ("Construction Fee"). The Construction Fee is not to be applied to the General Requirements/General Conditions Fee. The Construction Fee is

intended to cover all of the main office labor costs, including but not limited to, Principals, Executives, Operations Managers, Estimating, Purchasing, Accounting, Administration, Clerical, fringe benefits, bonds, insurance, builder's risk insurance, overhead and profit, and all other expenses the Contractor will incur in providing the Work.

For purpose of this RFP/Q, the Construction Fee will be evaluated based on the District's estimated construction costs for the Project. Once the construction cost is determined, the successful Contractor's Construction Fee will be applied to the actual base construction cost subtotal of all subcontractor bids, allowances and contingencies agreed upon by the District, to determine the dollar amount Contractor will be paid as its fee for the Project. The Construction Fee shall not be applied to the General Requirements/General Conditions Fee.

The Total Sublease Amount shall be the sum total of the base construction cost, General Requirements/General Conditions Fee and the Construction Fee. The Total Sublease Amount shall be stated in Exhibit A of the Sublease Agreement and shall constitute the total compensation to Contractor for constructing the Project and performing the Work. The successful Contractor may not commence construction of the Work until the District's Governing Board has approved the Total Sublease Amount and Contractor has submitted all documentation required under Section VII.

IV. SCOPE OF WORK

A. Scope of Work

The scope of work includes all material, labor, equipment and services necessary to do all work shown on the drawings and called for in the plans and specifications. The scope of work includes preconstruction, bidding and construction, and post construction services for the Project. The estimated construction cost for the Project is \$70,000,000. This estimate is based solely on the Architect's most recent estimate of the total Project costs and is subject to change.

B. Project Schedule

It is anticipated that construction will start on or about March 2024. The Work must be completed by middle of June 2025. See the Lease-Leaseback Agreement and other Contract Documents for additional details.

C. Pre-Construction Services

As part of the scope of the Lease-Leaseback Agreement, Contractor shall undertake the following pre-construction services:

1. In consultation with Architect, review design documents for constructability, scheduling, clarity, consistency and coordination. Contractor will participate in a minimum of five meetings on-site at the District's office.
2. Provide cost estimates at each phase of design.
3. Undertake value-engineering analysis and prepare reports with recommendations for reducing initial and long-term costs for at least two stages of design.
4. Perform a constructability review of plans and specifications to ensure buildability of the Project, and provide a report of recommendations.

D. Construction and Post-Construction Services

The Contractor shall perform all Work and obligations described in the Contract Documents, including the following construction and post-construction services:

1. Construction of the Project in accordance with the plans and specifications.
2. Update as-builts/record drawings and specifications on a monthly basis for expedited turnover to the District.
3. Compile operations and maintenance manuals, warranties/guarantees, and certificates. Coordinate and manage warranty requests during first year of operation.
4. Prepare final accounting and closeout reports.
5. Assist the District and Architect in providing actual construction costs for each increment.
6. Other responsibilities necessary for the completion of the Work of the Project in accordance with the plans and specifications.

The selected contractor must have a valid California contractor's license, classification B – General Building Contractor.

E. Subcontractors

All subcontractors who will perform more than 0.5% of the construction work must be selected by a competitive bidding process as described in Education Code section 17406(a)(4). The selected contractor shall establish reasonable qualification criteria and standards for subcontractors and shall provide public notice of availability of work to be subcontracted in accordance with the publication date applicable to the District's competitive bidding process, including a fixed date and time on which qualification statements, bids or proposals will be due. The process shall include prequalification of all mechanical, electrical, and plumbing subcontractors. The District shall be allowed in the contractor's bid room during bid opening. All subcontractors shall be afforded the protections of the Subletting and Subcontracting Fair Practices Act (commencing with Public Contract Code section 4100).

V. FORMAT OF PROPOSAL

The proposal should be clear, concise, complete, well organized, and demonstrate Contractor's qualifications, ideas, and ability to follow instructions.

An original + six (6) copies and one (1) electric version of the proposal must be provided, with no more than 30 single-sided pages in total length. The cover letter, certifications and acknowledgments, and schedule described in Sections G and H will not count against the 30-page limit. Font size shall be no less than 12 points in Times New Roman or Arial font.

All Contractors submitting a proposal are required to follow the order and format specified below. Failure to follow the specified order and format may result in rejection of a proposal. Please tab each section of the submittal to correspond to the numbers/headers shown below. Each respondent shall use the forms set forth in this RFP/Q. The District may reject any proposal that does not use such forms.

For any firms that have more than one office, all responses below must be provided based solely on the qualifications of the local office/staff.

A. Proposal Cover

The proposal shall include a cover page, which cover page shall set forth the RFP/Q's title and submittal due date, the name, address, and the telephone number of responding firm (or firms if there is a joint venture or association).

B. Project Team

1. Identify each of the team members for the Project and provide their role(s) and qualifications for Pre-Construction and Construction services. List all K-12 projects completed by each team member. LLB Contractor will not be allowed to substitute/replace the proposed staff without prior written authorization from the District.
2. Describe how the Project would be staffed.
3. Provide an organizational chart for the Project at each phase.

C. Recent Construction Projects Completed

Contractors must provide information about all current projects and all public works projects completed in the last two (2) years, all DSA-approved California K-12 or community college public projects completed in the last five (5) years, and all public projects completed in the last five (5) years using the lease-leaseback delivery method. For each project, please provide the following:

1. Name, address, telephone number, and main point of contact for:
 - a. project owner

- b. construction manager
 - c. IOR.
- 2. Name, address, telephone number and a contact person for the architect working on the project(s).
- 3. Description of project, scope of work performed.
- 4. Indicate if project is (a) currently underway, (b) contracted but not yet started, or (c) completed.
- 5. Indicate the delivery method of the project (e.g. Design-bid-build, lease-leaseback, CM multi-prime)
- 6. Amount of owner requested change orders
- 7. Amount of non-owner requested change orders
- 8. Amount of contingency/allowance used (if applicable)
- 9. Total amount of contract (including change orders, contingency and allowances)
- 10. Date construction commenced
- 11. Original contract completion date
- 12. Adjusted completion date based on time extensions granted by owner
- 13. Number of paid extension days
- 14. Actual date of completion (punch list complete)
- 15. Amount of liquidated damages assessed

D. Fee Proposal

Provide a fee proposal in accordance with Section III(C) using the District’s fee proposal form (**Exhibit D**). The fee proposal shall also include objectively verifiable information of the responding firm’s costs to perform the Work and a written rationale for the fee proposal.

E. Local Outreach Plan

Provide a local outreach plan to afford opportunities for local contractors, suppliers, and workers to participate in the Project to benefit the local economy and workforce. For the purpose of this RFP/Q, the term “local” refers to a business or individual with a fixed office or place of residence located in Madera County.

F. Certifications and Acknowledgements

Each of the following forms must be included in the proposal in the order listed:

- 1. Worker’s Compensation Certification.
- 2. Iran Contracting Act Certification
- 3. Executive Order N-6-22 Economic Sanctions Against Russia
- 4. Non-Collusion Declaration.
- 5. Sufficient Funds Declaration.
- 6. Fingerprinting Notice and Acknowledgement.
- 7. Drug-Free Workplace Certification.

8. Proof of registration with the DIR to perform public work under Labor Code section 1725.5.
9. Conflicts of Interest Declaration.

Following selection of subcontractors, the successful subcontractor shall be required to submit a Subcontractor Designation form and DVBE Certification/Worksheet.

G. Project Schedule

Provide a proposed project schedule, inclusive of the LLB Contractor's preconstruction phase and bidding/GMP phase, showing how Contractor plans to complete the project within the District's required completion date.

VI. SELECTION PROCEDURES AND GUIDELINES

The purpose of this RFP/Q is to enable the District to select the Contractor that submitted the proposal that is the best value to the District for the Project as required by Education Code section 17406. The term "best value" as used in this RFP/Q is defined in Education Code section 17400 and is inclusive of a competitive procurement process whereby the Contractor is selected on the basis of objective criteria for evaluating qualifications with the resulting selection representing the best combination of price and qualifications.

Contractors are solely responsible for providing all information required under this RFP/Q, including information to permit District to score the proposal in accordance with the provisions of this RFP/Q.

The District will use the selection process outlined below, which conforms to Education Code section 17406 and ensures that the best value selection by the District is conducted in a fair and impartial manner:

1. A review and selection committee composed of key District officials and consultants will review and evaluate all proposals.
2. Proposals will be opened privately to assure confidentiality and to avoid disclosure of the contents to competing Contractors prior to and during the review and evaluation process. Following selection of a Contractor pursuant to this RFP/Q, proposals may be subject to disclosure in accordance with applicable law.
3. For the qualifications and experience portion of the best value analysis, the District will consider the responses provided in each contractor's proposal and, where applicable, the prequalification application.

Selection Process

Experience Portion (100 points)

For the experience portion of the best value analysis, the District will consider the responses provided in the Contractor's proposal and prequalification application. The District will evaluate the amount of Contractor's experience as the prime contractor only and each Contractor's experience will be scored on a one hundred (100) point scale. The criteria and their corresponding point values are as follows:

- Contractors will receive up to twenty (20) points for Preconstruction Services experience (value engineering, constructability, scheduling, estimating) as identified in Section V.B.1.
- Contractors will receive five (5) points for each large project (over \$25,000,000), subject to DSA approval, successfully completed on schedule, on budget, without claims, in the last seven (7) years, up to a total of fifteen (15) points. Projects must be located in one of the following counties: Madera, Fresno, Merced, Tulare, Kings, Kern, and Stanislaus. Contractor shall provide contact information in section V.C for projects listed.
- Contractors will receive five (5) points for each lease-leaseback project over \$25,000,000 successfully completed on schedule, on budget, and without claims, for any district in the last seven (7) years, up to a total of fifteen (15) points. Contractor shall provide contact information in section V.C for projects listed.
- For each lease-leaseback project listed, Contractor shall provide the original contract amount and the total amount of changes, not including Owner requested changes or allowances (if specific allowances were established prior to start of construction). The District will use this information to arrive at a total average mean of changes represented as a percent. The District will award points proportionally on the basis of the lowest to highest change percentages. The Contractor with the lowest percentage will receive the maximum score of 20 points, and proportionally lower points will be awarded to the higher percentages by dividing the lowest percentage by each remaining respective percentage and multiplying by 20 points. District reserves the right to verify the contractor's response for accuracy. Contractor shall provide information requested in section V.C. for projects listed.
- Contractors will receive up to ten (10) points for the Contractor's ability to provide local support (as defined in the prequalification application), local outreach plan, and experience working with local contractors with offices or workers located in Madera County.
- Contractors will receive up to twenty (20) points for project team experience with K-12 school districts in California. Identify key team members for the Project, including at a minimum the proposed project manager, superintendent, project engineer, and project administrator. Failure to identify all team members may result in a reduction of the contractor's qualification best value score. For each team member, provide his/her job title, qualifications (may include resume) and K-12 experience in California. Provide an organizational chart for the Project.

If any of Contractor's answers to the Prequalification application have changed since submitting the completed Prequalification application, then the proposing Contractor must also complete the applicable section of the Prequalification Certification, which requires Contractor to specify which answers have changed and provide amended answers to the District with the Prequalification Certification. Contractor's amended answers will be used for the experience portion of the best value analysis and for the purpose of evaluating Contractors pursuant to the criteria set forth above, provided, however, that in the event Contractor's amended answers are a response of "No" to any of questions 1 through 3 of Part II of the Prequalification application, or a response of "Yes" to any of questions 4 through 12 of Part II of the Prequalification application, such response shall deem Contractor to not be minimally qualified to perform the Project and will result in rejection of Contractor's proposal for the Project.

Fee Proposal Portion (100 points)

For the fee proposal portion of the best value analysis, the District will evaluate the amount of the Preconstruction Fee, General Requirements/General Conditions Fee and Construction Fee. The fee proposal portion of the best value analysis will be scored on a one hundred (100) point scale. Contractors shall complete the District's fee proposal form (**Exhibit D**) identifying the Preconstruction Fee, General Requirements/General Conditions Fee and Construction Fee.

The District will award points proportionally on the basis of the lowest to highest proposals submitted. The Contractor with the lowest fee proposal will receive the maximum score of 100 points, and proportionally lower points will be awarded to the higher fee proposals by dividing the lowest fee proposal by each remaining respective fee proposal and multiplying by 100 points. The General Requirements/General Conditions Fee will be evaluated by applying the Contractor's monthly fee over the District's estimated time of completion of 15 months. The Construction Fee will be evaluated by applying the proposed percentage to the District's estimated construction cost for the Project.

Example:

Proposer A's total fee proposal \$1,700,000 = 100 points

Proposer B's total fee proposal \$1,800,000 = 94 points

Proposer C's total fee proposal \$2,000,000 = 85 points

Please note: Contractors fees will be based on information provided herein by Contractor. Should the District reasonably determine that staffing for any portion of the project is inadequate, District may require additional staffing until satisfied, at Contractor's expense. Please carefully consider the staffing proposed for each portion of this project.

Interim Scoring & Interview Portion (50 points)

After the District has allocated points to Contractors for both the experience and fee proposal portions of the best value analysis, the District will combine the points to create each Contractor's interim score. District will then rank all Contractors based on Contractor's interim score. The Contractor with the highest interim score (highest combined point total from the experience and fee proposal analysis) shall be ranked highest, and all remaining Contractors shall be ranked in descending order based on the Contractor's interim score, such that the Contractor receiving the lowest interim score receives the lowest ranking.

On December 19, 2022, the District will interview three (3) Contractors who receive the highest interim scores. The interview will consist of a short presentation by Contractor (up to 25 minutes) followed by a 25 minute question and answer period. All of the Contractors selected for interviews will be asked the same questions. The District reserves the right to modify a contractor's score from Section VI. Selection Process - Experience Portion and Price Proposal Portion to accurately reflect information received during the interview.

Best Value Score

After the Interviews are completed, District will combine each Contractor's interim score with the Contractor's interview score, if any, to create the final "best value score." District will then rank all Contractors based on each Contractor's best value score.

The District expects to complete and announce its best value analysis, and ranking of proposals from highest best value score to lowest best value score, within thirty (30) days of the deadline for submittal of the proposals. It will announce its analysis and ranking to all proposing Contractors at the same time.

VII. AWARD

The District reserves the right to reject any or all proposals or waive any irregularities in any of the proposals submitted pursuant to this RFP/Q. The Lease-Leaseback Agreement shall be awarded to the responsive Contractor with the highest best value score. In the event of a tie (more than one Contractor have the same highest best value score), District may award the Lease-Leaseback Project to the Contractor of its choice.

The Board is expected to make its selection at its regular meeting on January 24, 2023. The meeting will be held at 6:30 p.m. in the District Office Board Room, 1902 Howard Road, Madera, California. The District will issue a statement regarding the basis of the award.

If the Contractor to which the Board awards the Lease-Leaseback Contract refuses to execute the Lease-Leaseback Agreement and submit a payment bond, performance bond, proof of required insurance, and other required documents within ten (10) business days following approval of the Total Sublease Amount by the Board, the Board may revoke the award to that Contractor and award to the Contractor that submitted the next highest ranked proposal. Alternatively, the Board may reject all proposals, or adjust the scope of the Project, based on its sole discretion.

Following completion of the preconstruction services, the selected contractor shall present a proposed Total Sublease Amount to the District. The District may terminate the Agreement if it chooses to reject the Total Sublease Amount following selection of subcontractors, and may award to the contractor that submitted the next highest ranked proposal.

VIII. GENERAL INFORMATION

A. Amendments

The District reserves the right to cancel or revise this RFP/Q in part or in its entirety. If the District cancels or revises the RFP/Q, all Contractors will be so notified by addenda. The District also reserves the right to extend the date on which responses are due, the date on which it announces the results of its best value analysis, or the date on which the award will be made. It is each contractor's responsibility to check the District website periodically for addenda.

B. Non-Discrimination

The District does not discriminate on the basis of race, color, national origin, religion, age, ancestry, medical condition, disability, gender, or other legally protected status in consideration for an award of contract.

C. Costs

Costs of preparing a proposal in response to this RFP/Q are solely the responsibility of the responding Contractor.

D. Prevailing Wages

Contractors are advised that this Project is a public work for purposes of the California Labor Code, which requires payment of prevailing per diem wages, as well as wages for legal holidays and overtime. These rates are set forth in a schedule, which may be found on the California Department of Industrial Relations website at 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.

E. DIR Registration

The proposing Contractors and any proposed subcontractors shall not be qualified to submit a proposal, or to be listed in a proposal, for the Project, and shall not be qualified to enter into, or engage in the performance of, the Lease-Leaseback Agreement, unless currently registered and qualified under Labor Code section 1725.5 to perform public work as defined by Division 2, Part 7, Chapter 1 (§§ 1720 et seq.) of the Labor Code.

F. Skilled & Trained Workforce

Compliance with skilled and trained workforce requirements pursuant to Education Code section 17407.5 and Public Contract Code sections 2600-2602 is required for this Project.

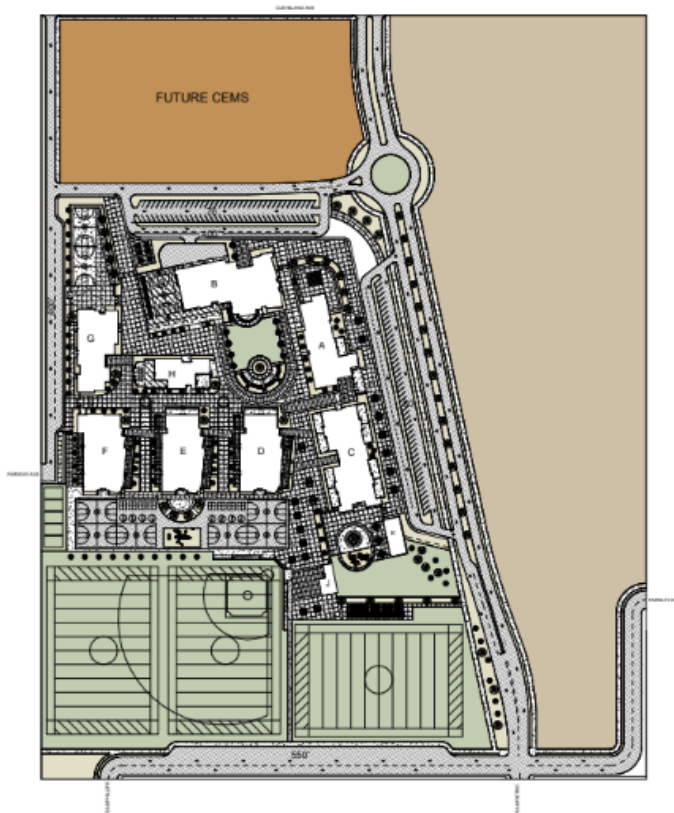
G. Limitations

This RFP/Q does not commit the District to award a contract, to defray any costs incurred in the preparation of a proposal pursuant to the RFP/Q, or to procure or contract for work. The District reserves the right to waive any irregularities in the proposals received pursuant to this RFP/Q, or in the process outlined herein for selection of a contractor for the Project.

H. Validity of Proposals/No Withdrawal

All proposals will be considered valid and each Contractor's Pre-Construction Fee, General Requirements/General Conditions Fee, and Construction Fee will be considered fixed for a period of sixty (60) days following submission. A contractor shall not withdraw its proposal within the 60-day period.

SITE PLAN



- LELAND**
- A. CAMPUS**
- A ADMINISTRATION/LIBRARY
- B MULTIPURPOSE
- C EARLY EDUCATION COMPLEX
- D GRADES 1-2
- E GRADES 3-4
- F GRADES 5-6
- G GRADES 7-8
- H ARTS/SCIENCE COMPLEX
- J FIELD HOUSE
- 1 BUS LOADING
- 2 PARENT DROP OFF/VISITOR
- 3 STAFF PARKING
- 4 DROP OFF

THESE REGULATIONS PERTAIN TO THE ACCEPTANCE OF THE
COMPLETION OF THE SCHEMATIC DESIGN PACKAGE TO
ALLOW BIDDING FOR THE CONSTRUCTION DOCUMENTS TO
PROCEED.

Approved _____

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15 JULY 2004

10/1/2010

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10/1/2010

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Schematic Site

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EXHIBIT B

PRE-CONSTRUCTION SERVICES
FEE WORKSHEET

POSITION	QUANTITY	UNITS	UNIT COST	TOTAL
Total Pre-Construction Fee				

Pre-Construction Services to include:

- Pre-Construction Manager
- Scheduler (if role performed by other than a staff position noted above)
- Project Estimator
- Value Engineering Staff (if role performed by other than a staff position noted above)
- Constructability Review Staff (if role performed by other than a staff position noted above)
- For Value Engineering and Constructability Review Staff, please list each position separately.

EXHIBIT C

GENERAL REQUIREMENTS/GENERAL CONDITIONS **FEE WORKSHEET**

GENERAL REQUIREMENTS				
GENERAL REQUIREMENT	QUANTITY	UNITS	UNIT COST	TOTAL
Traffic Control				
Weather Protection				
Protection for Stored Materials				
Temp Fencing				
Temp Bull Pen / Staging				
First Aid Equip				
Dust Control				
Temporary Fire Protection				
Scaffolding				
Safety Maintenance				
Contractor's Job Office Trailer				
District's IOR/Lab of Record Office Trailer				
Electrical Service /Temp. Lines				
Water Service				
Temp Water Lines				
Temp Water Usage				
Drinking Water & Ice				
Storage Container(s)				
Drop Boxes / Dumpsters				
Temp Toilet / Wash Station				
Office Furnishings				
Office Supplies				
Copy and Printer machines				
Computer/Data Setup				
Personal Computers w/data service				
Software Licenses				
Phone Service / Hook-up				
Job Sign				
Freight & Drayage				
Pre-Job Conference				
Move On / Off Job				
Shop Drawings				
As-Builts				
Blue Prints				
Temporary Lighting & Power				

Storm Water Control (pumping)				
SWPPP Plan, Compliance, Monitoring, and BMP Implementation				
Material Handling				
Continuous Clean-up				
Final Cleanup (Sub)				
O & M Manuals				
Jobsite Security				
Background Checks and Badging				
Pick-up Allowance				
Vehicle Fuel Allowance				
Forklift(s)/Reach-all(s)				
Equipment Fuel Allowance				
ON-SITE PROJECT MANAGEMENT/SUPERVISION				
POSITION	QUANTITY	UNITS	UNIT COST	TOTAL

On-Site Project Management / Supervision

- On-site Project Manager
- On-site Superintendent(s)
- On-site Project Engineer(s)
- On-site Project Administrator
- Quality Control Manager (if role performed by other than a staff position noted above)
- Safety Officer (if role performed by other than a staff position noted above)
- Scheduler (if role performed by other than a staff position noted above)

EXHIBIT D

FEE PROPOSAL FORM

OWNER: **Madera Unified School District**
 1902 Howard Road
 Madera, California 93637

CONTRACTOR: _____

PROJECT: **King Husein School**

The undersigned, having carefully examined the location of the proposed work, the local conditions of the place where the work is to be performed, the Request for Proposals/Qualifications, all addenda, and all Contract Documents for the Project, proposes and agrees to be bound by all terms and conditions of the complete Contract Documents, and agrees to provide and furnish any and all of the labor, materials, tools, expendable equipment, and all applicable taxes, utility and transportation services necessary to perform and complete in a good workmanlike manner all of the Work required in connection with the Project in strict conformity with the Contract Documents.

ADDENDA: The following Addenda have been received. The modifications to the RFP/Q noted below have been considered and all costs are included in the Fee Proposal.

Addendum # _____ Dated _____. Addendum # _____ Dated _____.

Addendum # _____ Dated _____. Addendum # _____ Dated _____.

Addendum # _____ Dated _____. Addendum # _____ Dated _____.

FEE PROPOSAL: The Fee Proposal for construction of the Project (in accordance with the Contract Documents). Please do not include a range of numbers, as the District will evaluate the highest number in the range.

1. Pre-Construction Services Fee: Contractor's fee proposal should include a proposed rate for preconstruction services, to be compensated on a time and materials basis in an amount not to exceed _____dollars (\$_____.) Contractor shall provide list of personnel/positions with hourly rates for the Pre-Construction Service. For more detailed information on scope of work, see section IV.C.

Total Pre-Construction Services Fee \$ _____.

2. General Requirements/General Conditions Fee: The fee for general conditions as described in the RFP/Q should be expressed as a monthly fee based on the Project construction budget, schedule, and description in Section III(C)(2) of the RFP/Q.

General Conditions Fee \$ _____, per month. [Time of completion = 15 months]

Total General Requirements/General Conditions Fee \$ _____.

3. Construction Fee: The percentage fee shall include the contractor's overhead, profit, insurance, and bonds. For purposes of evaluating the fee proposals the applicable fee percentage will be multiplied by the estimated construction cost of the Project as outlined in Section III(C)(3) of the RFP/Q.

Construction Fee _____ %. [Est. construction cost = \$70,000,000]

Total Construction Fee \$ _____.

4. Total Fee Proposal: Contractors shall add the total of each value calculated in sections 1-3.

FEE PROPOSAL: Total of 1, 2, and 3 \$ _____.

Each Contractor shall attach its written rationale in accordance with Section V(E) of the RFP/Q.

Authorized Signature: Contractor states that the signature below is of a person authorized to bind the Contractor to this RFP/Q and the Agreement.

"I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct."

Date: _____

Name (type or print)

Signature

Organization (individual, partnership, or corporation)

Address, City, State

Contractor's License Number

Class

Contractor's License Expiration Date

DIR Registration Number

EXHIBIT E
CONTRACTOR SCORING SHEET

SECTION I – EXPERIENCE PORTION – 100 POINTS

A. Pre-Construction Services (Maximum Possible Score 20)

District will consider experience (value engineering, constructability, scheduling, estimating) as identified in Section V.B.1.

	CONTRACTOR	SCORE
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		

B. Large Project Experience (Maximum Possible Score 15)

Contractors will receive five (5) points for each large project (over \$25,000,000), subject to DSA approval, successfully completed on schedule, on budget, and without claims, in the last seven (7) years, up to a total of fifteen (15) points. Projects must be located in one of the following counties: Madera, Fresno, Merced, Tulare, Kings, Kern, and Stanislaus.

	CONTRACTOR	SCORE
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		

C. Lease-Leaseback Experience (Maximum Possible Score 15)

Contractors will receive five (5) points for each lease-leaseback project over \$25,000,000 successfully completed on schedule, on budget, and without claims, for any district in the last seven (7) years, up to a total of fifteen (15) points.

	CONTRACTOR	SCORE
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		

D. Change Orders (Maximum Possible Score 20)

For each lease-leaseback project listed, Contractor shall provide the original contract amount and the total amount of changes, not including Owner requested changes or allowances (if specific allowances were established prior to start of construction). The District will use this information to arrive at a total average mean of changes represented as a percent. The District will award points proportionally on the basis of the lowest to highest change percentages. The Contractor with the lowest percentage will receive the maximum score of 20 points, and proportionally lower points will be awarded to the higher percentages by dividing the lowest percentage by each remaining respective percentage and multiplying by 20 points.

	CONTRACTOR	SCORE
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		

E. Local Outreach (Maximum Possible Score 10)

Contractors will receive up to ten (10) points for the Contractor's ability to provide local support (as defined in the prequalification application), local outreach plan, and experience working with local contractors with offices or workers located in Madera County.

	CONTRACTOR	SCORE
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		

F. Project Team Experience (Maximum Possible Score 20)

Contractors will receive up to twenty (20) points for project team experience with K-12 school districts in California.

	CONTRACTOR	SCORE
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		

H. Total Experience Score (Sum of A – F) (Maximum Possible Score 100)

	CONTRACTOR	QUALIFICATIONS SCORE
1.		
2.		
3.		
4.		

5.		
6.		
7.		
8.		
9.		
10.		

SECTION II – FEE PROPOSALS

In the following table, enter all proposing Contractors and the total points received from the fee proposal evaluation (Maximum points available per Contractor is 100). The Contractor with the lowest fee proposal will receive the maximum score of 100 points, and proportionally lower points will be awarded to the higher fee proposals by dividing the lowest fee proposal by each remaining respective fee proposal and multiplying by 100 points.

CONTRACTOR	FEE PROPOSAL	POINTS AWARDED

SECTION III – INTERIM SCORE

In the following table, enter all proposing Contractor, their scores from the qualifications and fee proposal evaluations, and their total combined score. The total combined score is the Contractor's "interim score."

CONTRACTOR	SECTION I POINT TOTAL	SECTION II POINT TOTAL	INTERIM SCORE (SECTION I & SECTION II COMBINED TOTAL)

SECTION IV – INTERVIEW AND PRESENTATION SCORE

In the following table, enter all proposing Contractors qualified for the interview phase and their total interview score.

CONTRACTOR	INTERVIEW SCORE TOTAL

SECTION V – BEST VALUE SCORE

In the following table, enter all proposing Contractors, their interim scores from the qualifications and fee proposal evaluations, and their interview scores. The total combined score is the Contractor’s final “best value score.”

CONTRACTOR	INTERIM SCORE	INTERVIEW SCORE	COMBINED TOTAL

SECTION VI – BEST VALUE RANK

In the following table, enter all proposing Contractors and best value score in order from the highest best value score to the lowest best value score. The Contractor with the highest best value score shall be ranked No. 1 overall.

CONTRACTOR	BEST VALUE SCORE (highest to lowest)	RANK
		1
		2
		3