

**REQUEST FOR PROPOSALS**  
**FOR**  
**CONSTRUCTION MANAGER SERVICES AT RISK WITH GUARANTEED MAXIMUM PRICE**  
**Health Education Hub (Stewart Building), Project #XPL288**  
**California State Polytechnic University, Humboldt**  
**1 Harpst Street Arcata, CA 95521**

**1.00 – INTRODUCTION**

**1.01 Seeking Construction Manager**

The State of California acting through the Board of Trustees of the California State University, hereinafter called the “Trustees”, on behalf of California State Polytechnic University, Humboldt, hereinafter called “University”, are seeking proposals from previously short-listed construction managers (Proposers) to provide construction management services with a guaranteed maximum price for the construction of the Project referenced above, hereinafter called the “Project”. The selected Proposer will become the Construction Manager (CM).

**1.02 Delivery Method**

The delivery method for this Project is “Construction Manager at Risk” (CMAR), which consists of a preconstruction phase and a construction phase with separate contracts for each phase. During the preconstruction phase, the CM will collaborate with the Architect on the design, constructability, cost and schedule of the Project and develop a Guaranteed Maximum Price (GMP) proposal to construct the Project. Upon the Trustees’ acceptance of the GMP, the Trustees may issue a contract to the CM for the construction phase. If the Trustees and the CM do not agree upon a GMP, the Trustees will not award the construction phase of the Project to the CM.

**1.03 Two-Step Process for Selection of CM**

In the Trustees’ CMAR project delivery method, selection of the CM is a two-step process—Request for Qualifications (RFQ) and Request for Proposals (RFP). In the first step, the Trustees issued an RFQ, to which respondents submitted Statements of Qualifications (SOQ) to the Trustees. The Trustees scored and ranked the SOQs, resulting in a short list of Proposers, whom the Trustees notified. The Trustees then proceeded to the second step by issuing this RFP to the shortlisted Proposers. Each Proposer is required to adhere to all of the Trustees’ requirements.

**1.04 Selection of Architect**

The University has previously engaged the services of an Architect for the project’s design and engineering.

**2.00 - RFP CONTENTS**

- Refer to RFP Table of Contents
- Refer to Contract General Conditions Article 1.00 / 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 Construction Manager Services

6.00, Preconstruction Phase

7.00, Construction Phase

8.00, CM 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 Costs (Table A)

14.00, Appendices

2.02 Project Specific Reference Documents, Standard CSU Forms, and Additional Information

*The following documents are a part of this RFP and contain Project specific information which may have been updated from prior versions. Proposers are advised to ensure that they have the most recent documents. These documents are attached to the RFP as detailed below and are available to download from the “California State Contracts Register”.*

Proposers are advised to ensure that they have the most recent documents. Documents noted in the Table of Contents with “RFP Copy” are Project specific, and the copies provided in the RFP must be used. These documents are attached to the RFP as detailed below and / or are available to download at:

<https://www.calstate.edu/csu-system/doing-business-with-the-csu/capital-planning-design-construction/project-center/academic-project/Construction/Pages/Construction-Manager-at-Risk/forms.aspx>

<https://www.calstate.edu/csu-system/doing-business-with-the-csu/capital-planning-design-construction/Pages/construction-management-sample-forms.aspx>

<https://www.calstate.edu/csu-system/doing-business-with-the-csu/capital-planning-design-construction/operations-center/Pages/professional-service-agreements.aspx>

In addition, insurance programs below are a part of this RFP. Information is available for review and download at the following URL: <https://www.calstate.edu/csu-system/doing-business-with-the-csu/capital-planning-design-construction/operations-center/Pages/construction-insurance-programs.aspx>.

- CSU Builders Risk Insurance Program
- CSU Owner Controlled Insurance Program (OCIP) (for projects with a GMP of \$10 million or more)

**3.00 – PROJECT DESCRIPTION**

3.01 Description

This project is a public works project. The Project generally consists of the renovation of an existing two-story Type-V building located in Arcata, CA (the Stewart Building). It is envisioned that upon completion, the 41,781-square-foot renovation will consist of: office space, classrooms, student areas, and specialized health education environments. These include both low-fidelity and high-fidelity simulation spaces designed

to support immersive learning experiences. Site work, structural, MEP, and building enclosure upgrades are anticipated.

The Project is more fully described in the documents listed in the Appendices.

### 3.02 Project Requirements

- A. The Project Budgeted Direct Construction Cost is \$16,413,000.00
- B. The Project construction duration is 515 of calendar days as indicated in the Project Schedule, RFP 4.01.
- C. Liquidated damages are \$3,000 for each calendar day Phase 2 construction completion is late.
- D. The CM is required to be licensed in the State of California with a 'B' license.

### 3.03 Architect

The selected Project Architect under contract to the Campus is:

Smith Group, Inc.  
 301 Battery Street, 6<sup>th</sup> Floor  
 San Francisco, CA 94111

### 3.04 Special Project Conditions

It is anticipated that the permitting for the project will occur in multiple packages to facilitate an expedited construction completion (reference *OSFM Partial Permitting Guidelines* dated February 2025). The anticipated permit packages are:

- Demo/Abatement Package
- Package 1/2: Code Analysis/Grading/Utilities + Foundations/Structure
- Package 3: Final Package

In addition to managing and reporting on the overall project budget, the CM will need to develop and submit independent GMPs for each package for University review and approval, which will be incorporated by contract or change order (as appropriate).

## 4.00 – PROJECT SCHEDULE

### 4.01 Selection Process Schedule / Proposed Project Schedule

This 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 preconstruction phase as described in RFP 6.06.

SELECTION PROCESS SCHEDULE AND PROPOSED PROJECT SCHEDULE	
Schedule Activities	Dates
Proposer shortlist published	30 May 2025
RFP distributed to shortlisted Proposers	02 June 2025
Site Conference/Observation	13 June 2025
Last day to submit RFP questions	17 June 2025
Last day to issue RFP addendum	23 June 2025
Technical Proposals due	01 July 2025 @ 3:00 PM

Fee Proposal due	08 July 2025 @ 3:00 PM
Proposing firms interviewed	10 July 2025
Post Technical Scores and open Fee Proposals	17 July 2025
Preconstruction Services Agreement fully executed + NTP	14 August 2025
Preconstruction Phase Duration (from NTP to acceptance/execution of Package 3 GMP)	Approximately 380 calendar days
Construction Agreement fully executed + NTP	05 January 2026
Construction Start (Demo/Abatement Package)	05 January 2026
Construction Phase duration (all packages)	515 calendar days
Construction Complete	03 June 2027
Occupancy + Move-In	04 June 2027 to 03 August 2027

4.02 Project Schedule

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

## 5.00 – SCOPE OF CONSTRUCTION MANAGER’S SERVICES

5.01 Contract Scope of Work

The complete and specific scopes of work to be performed by the selected Proposer (CM) are defined in separate contracts for each phase of the Project; the preconstruction phase and the construction phase. This RFP summarizes and supplements services specified in the Contract Documents. Documents are cumulative, and CM is required to provide services specified in the RFP, their proposal and executed contracts.

5.02 No Guarantee for Construction Contract Award

There is no guarantee that the Trustees will award the construction phase contract. The CM will not be entitled to recover any unreimbursed costs, anticipated profit, or monetary awards for proposal preparation.

5.03 Collaboration

The CM shall work in collaboration and cooperation with the Trustees and the Architect towards realizing a high quality Project.

5.04 Integrated Project Delivery / LEAN Methods

The CM shall exercise the highest 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.

## 6.00 – PRECONSTRUCTION PHASE

6.01 Preconstruction Phase Services

During the preconstruction phase the CM shall work closely with the Trustees and the Project Architect (Architect) to bring best value to the Project, as defined by the Trustees. The selected Proposer will be required to sign an agreement with the Trustees to perform preconstruction services, and the amount of the agreement will be the portion of the fee proposed for preconstruction services. A sample preconstruction services agreement is included in Appendix 1. The selected Proposer will sign and return the agreement,

along with the required submittals, to the Trustees within fourteen (14) calendar days of written intent to accept proposal notice. No agreement shall be binding upon the Trustees until it has been executed by the Proposer 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 CM shall provide Preconstruction Phase insurance in accordance with Agreement General Provisions, Rider B.

6.02 Cost Monitoring and Reporting

The Trustees require that the CM monitor costs incurred for the Preconstruction Phase separately from costs incurred against the GMP during the Construction Phase. At the request of the Trustees, the CM may be required to provide a cost report supporting Preconstruction Phase costs incurred by the CM. Should the Trustees determine that the CM did not staff the Preconstruction Phase as represented by the CM's proposal, the Trustees will be entitled to recover unsupported payments to the CM.

6.03 Recommend Subcontractor Procurement Methodology

The CM, in consultation with the Architect, shall recommend to the Trustees the most beneficial and appropriate method to procure the trade contractors required to construct the Project. Recommendations for trade contractor participation may include design-assist, design-build, competitive bids on complete construction documents, or a combination of methods. Once the Trustees approve the recommended procurement methodology, the CM, in conjunction with the Architect, shall prepare the necessary bid packages and procure the trade contractors. CM shall structure trade contractor bid proposals to allow for independent design phase participation and subsequent construction phase participation if the construction phase is awarded to the CM. Trustees will effectuate trade contractor participation in the design phase by execution of a change order (called an Amendment) to the CM's preconstruction services agreement, authorizing the CM to issue design-phase-only subcontracts with trade contractors for design work.

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, hazardous material abatement, relocation of underground utilities, site preparation, separated buildings, and landscape. Phasing components shall be identified during the design phase by the CM in collaboration with the Architect and proposed by the CM 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 CM's recommended construction phases, the Trustees will direct the Architect to provide documents to facilitate construction of the Project in accordance with the accepted phases, and the CM 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 the Contract General Conditions, under Acceptance. The Trustees may adjust the CM'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 construction (RFP 4.01) during the design phase. The CM 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 construction duration or phasing of the Project, the GMP Construction Phase Services - Site Management Fee may be revised as pre-agreed between the CM and Trustees. The Trustees will identify the schedule commitments in the preconstruction and construction contracts (if awarded). The Trustees may authorize construction components prior to acceptance of the GMP for construction of the entire Project.

6.07 Construction Documents

The CM shall work with the Architect in reviewing and developing the Construction Documents, taking into account quality of materials and equipment to ensure an efficient design. CM shall participate in 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.

6.08 Identify Potential Risk Factors

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

6.09 Scheduling

CM shall provide a Project Schedule during the Preconstruction Phase representing all tasks necessary to complete the Project within the Project durations. The CM 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 CM shall update the schedule as necessary to reflect the current schedule and recent Project developments. CM shall monitor all regulatory approvals required during the design and construction phase. The CM shall develop the construction portion of the Project Schedule in sufficient detail to be used in trade contractor bidding.

6.10 Schedule Review

The CM shall review the Proposed Project Schedule, and notify the Trustees of potential schedule risks in the risk matrix. If warranted, CM shall recommend modifications to the schedule that would expedite the Project Schedule based on normal production rates.

6.11 CEQA Mitigation Monitoring

The Trustees anticipate that the CEQA report, including Mitigation Monitoring and Reporting Programs (MMRP), will be available during the Preconstruction Phase, and will provide a description of required mitigation measures associated with this Project. The CM and Architect shall implement mitigation measures identified in the MMRP. In addition, during the design phase of the project, the CM shall identify in the Project Schedule the specific timing related to the planning and implementing these mitigation measures.

6.12 Constructability Review

The CM shall check the documents for completeness, coordination, unambiguous, and of a quality needed for competitive bids. The CM shall make recommendations to the Architect and Trustees' Representative. CM shall perform constructability reviews continuously and issue constructability reports and comments at 100% Design Development, 50% Construction Documents and 95% Construction Documents. At the 100% Construction Documents phase and prior to bidding, the CM shall submit its constructability documentation to the Trustees to demonstrate that all CM comments have been appropriately addressed and incorporated into the construction documents. When Trustees have approved the documentation as acceptable CM shall submit the signed warranty letter in RFP 6.39 (Appendix 4.4).

6.13 Cost Control Management

As an initial task, the CM, in conjunction with the Architect, shall review the Budgeted Direct Construction Cost and determine if it is sufficient to construct the Project. The CM 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 CM, in collaboration with the Architect, shall establish target values for the cost of each Project element to be used as a basis of design and cost monitoring. The CM shall monitor the budget as compared to the Project scope through the preconstruction phase. If changes are suggested to the Project scope that may cause Project cost overruns CM shall notify the Trustees in writing as part of the regular Project development meetings.

6.14 Construction Cost Estimates

The CM shall provide continuous cost estimating to facilitate design decisions and full and complete estimates, for each permit package, at:

- 100% Schematic Design
- 100% Design Development
- 50% and 95% Construction Documents.

Estimates are to be in a format acceptable to the Trustees (CSI or Unifomat). Authorization to proceed with the next step in the design process is contingent on the acceptance of the building cost estimates as compared to the Trustees' Construction Budget. Refer to the CSU Procedures Manual for Capital Projects for a description of the design documents at each phase.

6.15 Reconcile Cost Estimates

CM shall reconcile cost estimates with cost estimates prepared by the Architect. If the reconciled estimate is above the Project budget, the CM shall participate in value management to lower the Project cost to within the budget.

6.16 Project Savings

Project savings identified during design as part of the CM's value management process are owned by the Trustees. It is one of the collaborative responsibilities of the CM to look for ways of reducing Project construction costs. 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.

6.17 Design Phase Investigation Work

It shall be the responsibility of the CM in collaboration with the Architect to access the type, quantity, and quality of the available information describing existing site conditions. The CM shall make recommendations to the Trustees regarding supplemental site surveys if added information is needed to make associated Project scopes fully biddable. 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 CM 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 the Contract General Conditions, Changes in the Work, performed by subcontractor or with its own forces.

6.18 Testing and Inspection

The CM shall not be responsible for providing the testing and inspection of the Project's construction; the Trustees shall do so. The CM shall coordinate and cooperate with the Trustees' inspection and testing agencies. Refer to the Contract General Conditions.

6.19 Develop Trade Contractor Bid Packages

A. The Architect shall coordinate with the CM to produce the Bid Packages, which shall incorporate:

1. the CM'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 CM claimed the small or non-small business preference,
  - c. assignment clauses,
  - d. construction documents hierarchy clauses,
  - e. Subletting and Subcontracting Fair Practices Act (PCC section 4100 *et seq.*),
  - f. Division One,
  - g. Prevailing wage, and
  - h. Trustees' insurance programs: BRIP and OCIP.

B. The CM shall develop the most logical, competitive, seamless and distinct trade contractor bid packages with all scopes of work included in the packages. Include in each trade bid package the following:

1. bid alternatives, as appropriate, (deductive or additive) in each trade contractor bid package to enable full utilization of the Project budget;
2. the current Trustees' Contract General Conditions for Construction Manager at Risk with Guaranteed Maximum Price Projects;
3. Supplementary General Conditions (CM shall develop, with the Trustees' participation and subsequent approval);
4. any special conditions in Division One, schedule for trade contracts, and the responsibilities of all parties under a CM at Risk procurement method, where the CM bids the Project elements and enters into contracts with the trade contractors, and
5. prevailing wage rates that are current when CM begins trade bidding; download prevailing wage rates from DIR website at <http://www.dir.ca.gov/OPRL/PWD/index.htm>.

6.20 Prequalify Trade Contractors

The CM shall prequalify its major trade contractors (at least the mechanical, electrical, plumbing and trades where the estimated cost of the trade work is greater than five percent (5%) of the Construction Budget) utilizing the Trade Contractor Prequalification document (Appendix 4.4) or similar and any additional prequalification processes required by the CM. Once this process is completed, the CM shall provide a list of prequalified trade contractors to the Trustees. All tiers of subcontractors shall be registered to bid public works projects with the Department of Industrial Relations (DIR), see the following for more information: <http://www.dir.ca.gov/Public-Works/Contractors.html>.

6.21 Minimum Bidding Pools

The CM shall obtain a minimum of four qualified trade contractor bids for each trade bid package. If after qualifying a minimum of four trade contractors, less than four bids are received, the Trustees may agree to the bids. The CM shall solicit bids from CM prequalified trade contractors in a manner most appropriate to obtain competitive trade bids. The CM shall issue trade contractor bid packages to trade contractors.

6.22 Small Business Preference / DVBE Participation Requirement, Incentive, and Sanction.

a. Small Business Preference.

The Trustees will grant a small business preference to a proposer requesting this preference. See the Contract General Conditions (and Supplementary General Conditions).

b. DVBE Participation Requirement, Incentive, and Sanction.

The Trustees require the CM to achieve a minimum of three percent (3%) DVBE participation. See the Contract General Conditions (and Supplementary General Conditions).

6.23 Trade Contractor Contingencies

The CM shall include construction contingency in its fee proposal as indicated in the RFP. The CM shall not allow contingencies as part of trade contractors' bids. The CM shall not cause the trade contractors to include any construction contingency or allowances in their bids. The CM shall obtain the Trustees' review and approval of the proposed trade contractor bid documents and trade contractor agreements before subcontractor bidding.

6.24 Reproduction Cost of Trade Bid Packages

Trustees will not reimburse CM or trade contractors for the cost of bid document or construction documents.

6.25 Bid Phase Services

Once the Trustees have approved individual or multiple trade contractor bid packages, the CM shall bid these packages competitively, using the current Supplementary General Conditions and current Contract General Conditions as agreed upon and approved by the Trustees (see RFP 6.41). Bids may be in the form of lump sum or best value as approved by the Trustees.

6.26 Bid Advertisement

The CM shall issue a notice to bidders and bid advertisement in accordance with Public Contract Code for all trade bids, 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 CM prequalification requirements. This notice may be placed electronically in an online trade journal, or through other means, including traditional advertising in trade papers. CM 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.humboldt.edu/strategic-business-services/construction>, under the heading "Public Solicitations". To see the notice, click on the link, "PlanetBids CSU Public Solicitation Portal".

6.27 Receive bids

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

6.28 Guaranteed Maximum Price



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

6.29 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 during the design phase. Upon bidding the Project and receiving all trade contractors’ bids, or prior to receiving all bids as approved by the Trustees, the CM shall submit to the Trustees a GMP for the construction of the Project.

The CM 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. the CM’s site management fee;
- G. the CM’s contingency;
- H. the CM’s overhead and profit; and
- I. bonding costs.

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

6.30 Design-to Budget

The Architect, in collaboration with the CM, is directed to provide a base design targeted to ninety-five percent (95%) of the Budgeted Direct Construction Cost (the Design-to Budget). The CM and Architect shall provide as a supplement to the base design of approximately five percent (5%) of additive alternate design enhancements for the Project. The design shall not require an additive alternate to be implemented to meet the Project program or scope requirements. The base design when taken with the five percent (5%) additive alternates shall represent the value of the Budgeted Direct Construction Cost.

The GMP Budget is the amount the Trustees have budgeted for the construction Contract. Proposers should be aware that the award of a construction Contract is contingent upon receiving an actual GMP within the GMP Budget. The CM shall guarantee its GMP price for 120 calendar days after submission of the final GMP and the letter warranting the construction documents to the Trustees. If the proposed Direct Construction Cost is five percent (5%) or more above the Budgeted Direct Construction Cost the CM, in conjunction with the Architect, shall value engineer the Project and rebid as necessary to bring the GMP to within the Construction Budget, at no additional cost to the Trustees. If the Trustees determine it is best to rebid the Project to bring the GMP back to the budget, the Trustees may withhold the CM final preconstruction payment pending the rebid.

6.31 CM Allowances

For trades where the CM may not have received a bid, when the CM is self-performing work that was not competitively bid, or when bid normalization reveals necessary work that is not included in trade bids, the CM is to estimate the cost for that scope of work and put that amount into a CM Allowance to be included in the GMP. The CM Allowance shall be for a specific and discrete scope of work; and CM shall not aggregate the CM Allowances to create another Project contingency. The CM bears the cost risk of completing the work covered by a CM Allowance, and shall returned unused portions of the CM Allowance to the Trustees with a credit change order.

Any scope of work not competitively bid shall be a CM allowance. All portions of the General Requirements that are not competitively bid shall be a CM allowance.

6.32 Trustees’ Allowances

The Trustees may insert a Trustees' Allowance into the GMP agreement, or may keep it outside of the GMP, whenever they have a scope of work that is indeterminate at the time of bidding, or when the CM is ready to issue the GMP. The Trustees are responsible for the estimate on a Trustees' Allowance. An example of a Trustees' Allowance would be for the CM or the Trustees to purchase an unspecified quantity of an item, or for periodic drug testing.

6.33 Allowance Process

The CM shall carry both types of allowances (CM and Trustees') as directed by the Trustees in its Schedule of Values as part of the Construction Budget, and the CM 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. The charges against either allowance shall consist of either time-and-material or Trustees-approved lump sum direct costs from trade contractors. These direct cost items shall have trade contractor mark-up in accordance with Article 6 of the Contract General Conditions; however, CM will not be awarded additional fees on allowances. Upon completion of an 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 CM's fee. If a Trustees' Allowance is exceeded the Trustees shall process a change order in accordance with Article 6 of the Contract General Conditions to compensate the CM for the overrun.

6.34 CM's Contingency

The CM shall be allowed a Project contingency as described in the RFP. This contingency shall be used to pay costs as detailed in the RFP. The use of the CM's contingency shall require approval by the Trustees, but no reasonable use shall be disallowed. The trade contractors shall be paid in accordance with Article 6 of the Contract General Conditions for additional work paid for from the CM's contingency. CM will not receive overhead and profit in accordance with Contract General Conditions Article 6 for work paid for from the CM's contingency. The CM shall itemize the use of the contingency and account for the contingency balance on a separate accounting accompanying the monthly payment request. CM shall return the unused portion of the contingency to the Trustees less CM's percentage overhead and profit. Contingency-eligible costs in excess of the contingency amount shall be borne by the CM. The following are examples of eligible and ineligible uses of contingency and owner paid change orders.

6.35 Eligible uses of Contingency:

- a. Re-work due to ambiguities or conflict in construction documents.
- b. Constructability, and coordination of construction tolerances between trade contractors.
- c. Work shown or inferred on construction documents but missing from bid packages.
- d. Work shown or inferred in the construction documents, but not described to the extent that it is sufficient to obtain competitive bids.
- e. Security personnel to control unexpected union picketing.
- f. Expenditures suggested by CM and agreed to by Trustees for the benefit of the Project.

6.36 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 Classification of Project Costs (Table A) as Overhead & Profit or Construction Phase Services, RFP 13.
- e. Work specified in subcontracts.
- f. Costs in repairing or correcting work damaged or improperly executed by construction workers in the employment of CM and/or trade contractors, resulting from the negligence of CM and/or trade contractors or CM's and/or trade contractors' employees, foremen, engineers or superintendents, or other supervisory, administrative or managerial personnel.

6.37 Trustees' responsibility for Change Order:

- a. Cost of correcting design errors, i.e. work elements shown and/or designed incorrectly.
- b. Cost of work not shown or inferred in the construction documents.
- c. Trustees-requested changes or additional work.

6.38 Project Design

The CM shall not be responsible for the technical design of the Project, or correcting design errors, i.e. elements shown and/or designed incorrectly. The Architect shall be responsible for the technical interpretation of design issues. These responsibilities shall be performed by the Architect under a separate agreement with the Trustees. The CM shall coordinate and cooperate with the Architect to assure that the drawings are coordinated and constructible.

6.39 Warrant Documents

The CM shall provide a warranty letter as detailed in Appendix, "CM letter to CSU Warranting Construction Documents" that the items described in RFP shall be paid from and will not exceed the CM contingency.

6.40 Failure to Agree on GMP

If Trustees and CM cannot agree on a GMP, then Trustees may terminate the preconstruction agreement and proceed with the construction phase through other means.

6.41 Contract General Conditions and Supplementary General Conditions

By entering into the preconstruction phase agreement, the CM is obligated to use the Contract General Conditions and Supplementary General Conditions for the construction phase in effect at the time the RFP was issued. For the construction phase contract, the Trustees will require the CM to use the version of the Contract General Conditions in effect at the time the CM solicits trade bids or in effect at the time the construction contract is issued. If the CM is not willing to accept changes to the Contract General Conditions, the CM may notify the Trustees in writing in which case the Trustees may waive or modify the objectionable changes to the Contract General Conditions, terminate the CM's preconstruction phase agreement, or not enter into the construction phase agreement.

6.42 Owner Controlled Insurance Program / Builders Risk Insurance Program

The Trustees have established an Owner Controlled Insurance Program (OCIP) which will provide Workers' Compensation, Employer's Liability insurance and Commercial General Liability insurance for the construction phase of the Project for enrolled parties. See the Supplemental General Conditions to determine if the OCIP policy will cover this Project. 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 and on-line (RFP 2.02). The Trustees have designated Alliant Insurance Services, Inc. as the Insurance Administrator.

## 7.00 – CONSTRUCTION PHASE

7.01 Construction Phase Services

Once Trustees and the CM have agreed upon a GMP, the Trustees will award a construction agreement to the CM incorporating the current Contract General Conditions and current Supplementary General Conditions. The CM 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 accept GMP. If the Trustees and the CM do not agree upon a GMP, the Trustees will not award the construction phase agreement to the CM. In that event, the Trustees will award the construction phase through other means which could include going out to public bidding or may take other recourse which could include canceling the Project or a portion of it. No agreement shall be binding upon the Trustees until it has been executed by the Proposer 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 CM shall furnish 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 the CM construction phase services is established by the construction phase contract and includes the services specified in this RFP.

7.02 Execute Trade Contracts

After reaching agreement with the Trustees on a GMP, and the construction contract between the CM and the Trustees is fully executed, the CM shall enter into contracts for the construction phase with the successful subcontractors in each trade.

7.03 Listed Trade Contractors / Subcontractors

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

- 7.04 DVBE Trade Contractors / Subcontractors  
The CM shall list all trade contracts 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 CM shall co-conduct a preconstruction conference with the trade contractors, design personnel, and other appropriate Trustees' staff. The CM preconstruction conference services include preparation of the meeting agenda, preparation of job procedures for clarifications, change orders, shop drawings, progress payments, field testing and inspection, safety, and preparation and distribution of preconstruction conference notes.  
  
The Department of Industrial Relations will be monitoring payment of prevailing wages for this Project. Therefore, the campus Labor Compliance Representative shall attend the preconstruction conference to explain the requirements for this project using the Trustees' Checklist of Labor Law Requirements, Form CSU.LC.00A, refer to <https://www.calstate.edu/csu-system/doing-business-with-the-csu/capital-planning-design-construction/Documents/LC-Checklist-of-Labor-Law-Requirements-Non-CSU-LCP.docx>.
- 7.06 Update the Project Schedule  
The CM shall update the Project Schedule on a monthly basis. In order to provide a comprehensive schedule, the CM shall coordinate and receive input from the Trustees, the Architect and the trade contractors for compliance with the individual requirements of each portion of the Project and the overall Project Schedule. The CM shall review and approve the trade contractors' proposed construction schedule for logic, reasonableness, and conformance to the requirements of the Contract Documents. The CM shall conduct daily review of the trade contractors' progress and conformance with monthly 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.
- 7.07 Review Monthly Progress Payment Requests  
The CM 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. The CM shall combine trade contractors' payment requests into the CM'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 Architect and the University's Inspector of Record.
- 7.08 Project Cash Flow  
The CM shall provide monthly updated cash flow requirement projections for each month of construction.
- 7.09 Project Savings  
CM is encouraged to recommend potential Project savings to the Trustees. Recommendations for proposed savings shall be accompanied by a firm quote from the Architect for any additional services required due to the changes (as applicable). The Trustees will evaluate any additional architectural fees as part of their decision regarding the proposed change. Cost proposals for Project savings shall be as proposed by the CM 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.
- 7.10 Liaison Responsibilities  
The CM 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.
- 7.11 Coordination of Information Requested  
The CM shall coordinate and address trade contractors' Requests for Information (RFIs) with the Architect, tracking RFIs through the field office. Architect shall be responsible for technical interpretations and clarifications of the contract documents, and shall prepare sketches to clarify contract documents where necessary and with the approval of the University's construction administrator. The CM shall be responsible for managing the clarification and interpretation process.

7.12 Report Monthly Construction Progress

The CM 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. CM shall submit the monthly construction progress report to the construction administrator (Contract General Conditions, Schedule Narrative Report).

7.13 Make Presentations

The CM shall assist construction administrator in reporting construction progress to the Trustees at regular intervals throughout the Project. The CM shall prepare occasional presentations to other organizations as requested by the construction administrator regarding construction issues of special importance.

7.14 Coordinate Trade Contractors

Throughout construction, the CM shall provide direct supervision, scheduling and problem resolution for trade contractors.

7.15 Provide Trailers and Equipment

The CM shall provide all necessary on-site trailers and office equipment for both the staff of the CM and the Trustees' Inspector of Record/OSFM.

7.16 Provide Necessary Personnel

The CM 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 CM shall monitor that the trade contractors are maintaining as-built drawings and specifications. The CM shall compile the as-built documents and submit them at the end of the Project to the Architect for review, approval and further processing.

7.18 Close-Out Project

The CM shall prepare a recommendation for final acceptance of the Project after the trade contractors have corrected deficient work and satisfied all contract conditions. Then CM shall prepare a final cost report and a final payment request. Payment of the final payment request is dependent on the University's acceptance of the final cost report.

a. Final Cost Report

The CM shall include the following in the final cost report, per form 702.02 RPC:

- 1) Overhead and Profit – lump sum
- 2) Site Management Fee – lump sum
- 3) CM Contingency is a not-to-exceed line item. Provide the detailed cost accounting as required in the Contract General Conditions and RFP. Any Contingency savings shall be returned to the Trustees with a credit change order.
- 4) Allowances – Each allowance is not-to-exceed line item. Provide the detailed cost accounting as required in the Contract General Conditions and RFP. Any CM Allowance savings shall be returned to the Trustees with a credit change order.
- 5) Change Orders – Provide the detailed cost accounting as required in the Contract General Conditions.
- 6) Provide a line item breakdown for each Trade Contractor Bid showing adjustments by change orders. If the total of the Trade Contractor amounts bid, as adjusted by change orders, is less than the total of the Trade Contractor amounts as built, as adjusted by change orders, the CM shall submit a credit change order to the Trustees for the difference.

b. Final Payment Request

Once the Trustees accept the final cost report, and after Trustees notify the CM of the date of the notice of completion recordation by the county recorder, the CM may submit its final payment

request. Per Contract General Conditions Article 8.10, Payment, the CM shall calculate the amount of such final payment as follows:

- 1) Take the sum of the cost of the Work for the entire Project substantiated by the CM's final cost report, and the CM's fees calculated previously,
- 2) Adjust by change order any cost savings on the completion of the Project pursuant to RFP and Contract General Conditions, Guaranteed Maximum Price and Cost Savings Split,
- 3) Subtract amounts, if any, which the Trustees are entitled to withhold to cover liquidated damages, stop payment notices, construction defects or non-conforming Work or other withholds authorized by the Contract Documents,
- 4) Subtract the aggregate of previous payments made by the Trustees to the CM hereunder.

The CM 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.

7.19 Penalty for Failure to Achieve Stated DVBE Participation

If by the end of construction the CM does not realize the DVBE percentage identified in its proposal, the Trustees shall assess a penalty of \$50,000 per one percent shortfall, prorated, and deduct it from the Contract Amount due. Reference Contract General Conditions and Supplementary General Conditions, Article 2.09-i, Sanction for Failure to Achieve the DVBE Incentive.

## 8.00 – CM 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, Section 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 Managing Office / Trustees' Representative

**Managing Office for the CM Selection Process is:**

Name: Addie Dunaway, Procurement Specialist  
Campus: California State Polytechnic University, Humboldt - Contracts and Procurement  
Address: 1 Harpst Street, Arcata, CA 95521  
Telephone: (707) 826-3304  
Fax: (707) 826-3312  
E-Mail: addie.dunaway@humboldt.edu and procure@humboldt.edu

**Questions related to this RFP shall be directed to the Trustees' Representative named below:**

Name: Addie Dunaway, Procurement Specialist  
Campus: California State Polytechnic University, Humboldt - Contracts and Procurement  
Address: 1 Harpst Street, Arcata, CA 95521  
Telephone: (707) 826-3304  
Fax: (707) 826-3312

E-Mail: [addie.dunaway@humboldt.edu](mailto:addie.dunaway@humboldt.edu)

8.03 Proposal Submittals

The Trustees will accept Proposals no later than the time and date indicated in Selection Process Schedule, Section 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 electronic distribution and be clearly marked as required below.

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 – Health Education Hub (Stewart Building) #XPL288”

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 - Fee Proposal – Health Education Hub (Stewart Building) #XPL288”

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](mailto:addie.dunaway@humboldt.edu) **and** [procure@humboldt.edu](mailto: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 CM Selection Policy

It is the policy of the Trustees that the selection of the CM to provide professional construction management services for this Project is based on the quality of the CM, 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

If proposals do not meet minimum submittal or content requirements herein, do not meet overall qualification standards, take unacceptable exceptions to the RFP requirements, or violate the prohibitions in Public Contract Code Section 10832 (statute dealing with conflict of interest), then Trustees may deem them non-responsive and eliminate them from further consideration.

#### 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 Interviews

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

- Proposers shall be randomly selected for time slots for interviews, which shall be held on the date indicated in the Selection Process Schedule (RFP 4.01). The interviews will be conducted at:

Campus: California State Polytechnic University, Humboldt  
Address: 1 Harpst Street, Arcata, CA 95521  
Telephone: (707) 826-3304

- Proposers shall receive 60 minutes to make their presentations and 30 minutes for questions and answers from the panel.
- Proposers may arrive 10 minutes before their interview time for set up of equipment and materials used for presentation purposes.
- Proposers should feel free to use any form of electronic media or otherwise to make their presentations within the allotted time. Proposer will provide an electronic copy of all materials presented during the interview.
- Proposers are requested to present their approach to the design and construction of the Project.
- Proposers are required to present at the interview those members of their team that will occupy key positions on the Project such as, but not limited to: Preconstruction Coordinators, Project Managers, Projective Executives and other essential team members to ensure that the Trustees are interviewing individuals that will work on the Project as primary contacts and managers.

#### 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. The Trustees will then announce the selected firm.

#### 8.15 Scoring Calculation

The technical score will be whole numbers. The fee score will be calculated to two decimal places and added 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 CM 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 tied Proposers will be required to 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 'Construction Manager at Risk with a Guaranteed Maximum Price' 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 Architect and the Trustees during the Preconstruction Phase and the Construction Phase to deliver a high quality Project on time and within the Construction 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



Technical Proposals shall provide the following required information. Technical Proposals shall provide a comprehensive, but concise summary of qualifications and capabilities to satisfy the requirements of the RFP. Adhere to the following organization in the Proposals by providing tabs for sections listed below as noted.

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No tab required for introduction section. 0 POINTS

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- Cover Letter: provide a cover letter that references the RFP and confirms that all elements of the RFP have been read and understood. The cover letter shall be signed by an individual authorized to contractually bind the Proposer.
- Table of Contents

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Tab 1 - Proposal Interview 40 POINTS

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The makeup of the proposed CM Project team and their ability to communicate and work effectively with the rest of the team is of critical importance to the Trustees. The interview described in RFP 8.13 is an integral part of the evaluation process. The CM 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 differentiate the proposing firm from the other firms that are proposing. What make your firm uniquely qualified to perform on this Project?
- C. Descriptions by CM staff persons of their previous successes and difficulties with integration into, and communications with, previous project teams.
- D. Highlight any areas of the CM'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. Project related questions the CM team may have for the interview team.

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Tab 2 - CMAR Project Experience 40 POINTS

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Provide information for two projects that have been completed, or are 75% complete, in California within the last five (5) years for which the Proposer has worked directly with the architect and owner on a project of similar size and scope as a Construction Manager at Risk and include:

- A. A project description in summary form showing key data for each project submitted.
- B. A narrative project description and include the processes that were used to:
  - 1. Provide design coordination and review with the architect,
  - 2. Address and incorporate constructability issues into the design.
  - 3. Provide cost estimating and value management, explain how issues were addressed and used to revise or develop the architect's design to meet the project construction budget.
- C. A narrative for the delivery method and include information that details:
  - 1. The manner that trade contractor bids were solicited, and awarded.

2. The types of design-assist and/or design-build trade contractors used for the project.
  3. Demonstrates the firm's ability to effectively use CMAR delivery.
- D. Provide reference and contact information for the Project owner or the owner's representative, and architect, and their roles, responsibilities and everyday interaction with your Project team

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Tab 3 - Project Organization, Personnel Experience and Qualifications

50 POINTS

Provide information for 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. At minimum, include the following:

- A. Project Organization – Provide an organization chart that defines the Project management and staffing plan – key personnel -- for both the preconstruction and construction portions of the Project and include:
  1. A narrative of how the staff will function during each of the respective phases and personnel change for the two phases.
  2. Each position within the Project organization and the role and responsibilities of the individuals,
  3. 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 defined on the organization chart for this Project. Key personnel are defined as, but not limited to the following; President/Vice President/Principal In-Charge, Project Manager, Project Planner, Project Engineer, Construction Project Manager, Design Phase Project Manager, General Superintendent, Construction Superintendent, Field Superintendent, Field Engineer, Safety Manager, and Quality Manager. 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 with the Architect is demonstrated.
  3. Professional certifications and technical expertise.
  4. Indicate whether the key personnel have worked together on previous projects and list that project information including owner contact information.
- C. In-House Capabilities – Identify those trades and specialties within the company and describe how they may be implemented on this Project.
- D. For each individual, indicate the length of employment with the CM.

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Tab 4 - Staffing Levels

80 POINTS

Staffing levels assigned to the Project will be scored 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 during the ***preconstruction phase***. 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 preconstruction phase, and the total of all hours planned to be expended during the preconstruction phase.
- B. Submit a table showing the planned staffing during the ***construction phase***. 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 construction phase, and the total of all hours planned to be expended during the construction phase.
- C. Submit as a part of the fee proposal, expanded sections of the tables created above in items A and B above 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 both preconstruction and construction phases. *The hourly rates for preconstruction staff shall include all staff costs including overhead and profit. The hourly rates for construction phase staff shall include all staff costs excluding overhead and profit.*

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Tab 5 - Project Approach

80 POINTS

Provide your approach and work plan for the Project. Indicate a clear understanding of the objectives of the CMAR delivery and include at a minimum:

- A. A narrative for the approach to be used during the Preconstruction Services shall include:
  - 1. The approach to review and develop the design and construction documents with the Trustees and the design Architect,
  - 2. Your process to confirm the Project budget is sufficient to construct the Project. Describe how design target budgets will be established and monitored.
  - 3. How the CM will participate in: the design; design review; constructability review; estimating; value management; scheduling & phasing; construction methods; materials; equipment & systems; recommendation of alternative materials and/or methods to meet the intent of the Architect's design and maximize the Project budget.
  - 4. The process to identify opportunities for sustainable design and how the concepts for sustainability will be developed into the Project.
  - 5. The process for developing bid packages to define distinct trade packages and provide a competitive bid environment with logical scopes of work.
  - 6. Provide a Quality Control plan that will be used during the preconstruction 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. Identifying construction detailing clarifications using trade best practices approach and previous Project knowledge.
  - 7. Describe your process for prequalifying trade contractors.

8. Describe experience with employing design assist or design build trade contractors and suggest which trades are candidates for design assist on this Project.
- B. A narrative for the approach to be used during the construction phase and include but not be limited to:
1. Administration of the schedule to verify that all trade contractors are performing expeditiously, in an economical manner and to provide the monthly schedule updates to the Trustees.
  2. A preconstruction conference 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.
  3. Describe the process to review trade contracts monthly progress payment requests and monthly cash flow Projections.
  4. Describe the process to coordinate the trade contractor work, schedule and provide problem resolution.
  5. Provide a Quality Control plan that will be used during the Construction Phase and include but not be limited to the following:
    - a. The process and key personnel that will be tasked with the 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/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/workmanship required to meet the Universities requirements for quality.
    - d. The process that will link the constructability, value management and cost control management processes from the Preconstruction Services to the Construction Services for a seamless flow from design to construction between the trades and as coordinated by the CM.

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Tab 6 - Project Schedule and Plan

50 POINTS

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Proposal shall include a summary level schedule illustrating how CM intends to manage the Project. Provide a schedule and narrative for the Preconstruction Phase and Construction Phase services and include at a minimum the following:

- A. A CPM schedule that integrates critical design and construction activities.
- B. Illustrate an understanding of the CSU processes, required Project approvals, and durations for design reviews.
- C. Coordination of the project milestones with critical approval, review and activity links.
- D. Identifies sequences and relationships for critical submittals and shop drawings.

The Project Schedule and Plan is intended to show the CM understands the overall process and sequencing of activities starting at the beginning of preconstruction through the end of construction. These activities will include such items as Seismic

Review Board, Mechanical Review Board, GMP submittal, bidding and Board of Trustees approval.

Tab 7 – 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.

Total Maximum Technical Points

340 TOTAL POSSIBLE POINTS

## 10.00 – FEE PROPOSAL REQUIREMENTS

### 10.01 Contents of Fee Proposal Submittal

The Proposer shall provide a fee proposal as part of the CM selection process. The fee proposal package submitted shall contain the following documents:

1. Fee Proposal Form (Use copy included in RFP)
2. Table of staffing hours and costs per Tab 3, Part C of the Technical Proposal
3. Bid Certification (Form #702.03)
4. Noncollusion Affidavit (Form #701.05)
5. Small Business Preference and Certification Request (Form #701.09)
6. Certification of Appropriate License and California Company (Form #701.08)
7. Bid Proposal Signature Page (Form #701.06)

### 10.02 Fee Proposal Form

The Fee Proposal Form includes a table similar to the following. Refer to Table A, Section 13, for a description of construction phase costs in each category of fees listed below. The Budgeted Direct Construction Cost is identified in Project Description of the RFP.

Fees	Fee Percentage (Fee as % of Direct Construction Cost Budget)	Fee in Dollars (Fee % multiplied by Direct Construction Cost Budget)
Preconstruction Services - This will be the amount of the preconstruction services agreement.		
Construction Phase - CM's Site Management Fee		
CM's contingency for the construction phase is 2%	2%	
Construction Phase CM's Overhead & Profit		
<b>Total CM Fees</b>		

In the event of an inconsistency in the math on the Fee Proposal form, the individual fee percentages shall govern over the fee in dollars, and the fee in dollars shall be recalculated.

Fees will be scored in direct relation to their variance from the lowest fee based on the average fee. The lowest Total CM Fee 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
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10%	$10\%-10\%=0\%$	$0\%/11\%=0\%$	$80 \times 0\%=0$	$80-0=80$
11%	$11\%-10\%=1\%$	$1\%/11\%=9\%$	$80 \times 9\%=7.20$	$80-7.2=72.80$
12%	$12\%-10\%=2\%$	$2\%/11\%=18\%$	$80 \times 18\%=14.40$	$80-14.4=65.60$

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

## 11.00 – PROJECT AWARD AND COMMENCEMENT

### 11.01 Award

The Trustees will award a preconstruction 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 preconstruction 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 Preconstruction Services Fee

The preconstruction services agreement fee amount shall be the lump sum amount as proposed. It is subject to adjustment for cause as allowed herein and agreed to in advance by the Trustees. It is not subject to adjustment due solely to inflation or bid costs over or under the Budgeted Direct Construction Cost, as amended.

### 11.03 Construction Agreement

The construction agreement contract amount shall be the Guaranteed Maximum Price (GMP) which is the sum of the Actual Direct Construction Cost plus the CM site management fee, the CM contingency, and the CM overhead and profit. Payment and performance bonds shall be written for the full amount of the GMP.

### 11.04 CM Site Management Fee

The CM site management fee shall be the lump sum amount as proposed. It is subject to adjustment for cause as allowed herein and agreed to in advance by the Trustees. It is not subject to adjustment due solely to inflation or cost over or under the Budgeted Direct Construction Cost, as amended.

### 11.05 CM Contingency

The CM contingency shall be the percentage indicated on the proposal times the Actual Direct Construction Cost shown on the construction agreement but shall not exceed an amount based the percentage indicated on the proposal times on the Budgeted Direct Construction Cost, as amended.

### 11.06 CM Overhead and Profit

If the Actual Direct Construction Cost portion of the GMP is greater than or equal to the Project Budgeted Direct Construction Cost, as amended, or lower than it by no more than four percent, the CM's overhead and profit shall be the proposed percentage for overhead and profit applied to the Project Budgeted Direct Construction Cost, as amended. If the Actual Direct Construction Cost portion of the GMP is less than the Project Budgeted Direct Construction Cost, as amended, by more than four percent, the CM's overhead and profit shall be the proposed percentage for overhead and profit applied to the Actual Direct Construction Cost.

## 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

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, Section 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 Preconstruction Phase service agreement and the Construction Management at Risk 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 preconstruction or the construction contract. 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.

Continue on to Section 13

### 13.00 – CLASSIFICATION OF PROJECT COSTS (TABLE A)

The following table, Table A, indicates the appropriate category for construction phase costs and fees.

<b>Project Jobsite Staff</b>		<b>Direct Cost of Work</b>	<b>Construction Phase Svcs</b>	<b>Overhead &amp; Profit</b>	<b>Paid by Owner</b>
1	Project Manager		X		
2	Project Superintendent		X		
3	Project Engineer		X		
4	Scheduling Engineer		X		
5	Field Engineer		X		
6	Drafting and Detailing		X		
7	As-Built drawings and specifications		X		
8	Field Accountant		X		
9	Time Keeper		X		
10	Secretarial		X		
11	Clerk/ Typist		X		
12	Independent Surveyor	X			
13	Job Assigned Safety &. E.E.O. Officer		X		
14	Job site safety and cost of safety per OCIP standards		X		
15	Periodic drug testing per OCIP standards - allowance	X			
16	Reasonable suspicion & post-accident drug testing per OCIP		X		
17	Jobsite Laborer and Runner		X		
18	Fringe Benefits for Job Site Staff		X		
19	Vacation Time for Job Site Staff		X		
20	Sick Leave for Job Site Staff		X		
21	Subsistence for Job Site Staff		X		
22	Bonuses for Job Site Staff			X	
<b>Cost of the Work</b>					
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 & Coordination			X	
9	Protection of installed work	X			
10	Corrective Work Damaged by CM or his subs. Unless covered by Insurance			X	
11	Corrective Work Non-Conforming with Specs			X	

13.00 – CLASSIFICATION OF PROJECT COSTS (TABLE A)

<b>Job Site Temporary Facilities</b>		<b>Direct Cost of Work</b>	<b>Construction Phase Svcs</b>	<b>Overhead &amp; Profit</b>	<b>Paid by Owner</b>
1	Office Trailers (Including Inspectors / Owners)		X		
2	Storage Trailer & 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 & 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		

<b>General Requirements Temporary Utilities And Cleaning</b>		<b>Direct Cost of Work</b>	<b>Construction Phase Svcs</b>	<b>Overhead &amp; Profit</b>	<b>Paid by Owner</b>
1	Telephone Installation	X			
2	<u>Telephone Monthly Charges / Allowance</u>	X			
3	Electric Power Installation	X			
4	Electric Power Dist. Wiring	X			

5	<u>Electric Power Monthly Charges / Allowance</u>	X			
6	Water Service – Installation	X			
7	Water Service - Monthly Costs / Allowance	X			
8	Heating & Cooling Costs		X		
9	Light Bulbs & Misc. Supplies		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 & Maintenance	X			
17	SWPP Inspection				X
18	Temporary Road Construction	X			
19	Temporary Road Maintenance	X			
20	Trash Chute & Hopper	X			

13.00 – CLASSIFICATION OF PROJECT COSTS (TABLE A)

<b>Indirect and Miscellaneous Costs</b>		<b>Direct Cost of Work</b>	<b>Construction Phase Svcs</b>	<b>Overhead &amp; Profit</b>	<b>Paid by Owner</b>
1	Bond premium for CM's bonds			X	
2	Insurance premium for CM enrolled in OCIP, GL and WC. See General Conditions				X
3	Insurance premium for CM for coverage not covered by OCIP, i.e. auto, E&O.			X	
4	Bond premium for trade contractor's bonds	X			
5	Insurance premium for trade contractor enrolled in OCIP – GL and WC. See General Conditions				X
6	Insurance premium for trade contractors for coverage not covered by OCIP, i.e. Auto	X			
7	Insurance premium for trade contractors not enrolled in OCIP – See General Conditions	X			
8	Premium for Builders Risk Insurance				X
9	Insurance deductible by CM or trade contractor			X	
10	Printing plans and specifications		X		
11	Initial Soils Investigation				X
12	Testing and Inspection				X
13	Maintenance after occupancy				X
14	Facility operator training by CM or trade contractor	X			
15	Fees- Plan Check				X
16	Fees- Building Permit				X
17	Fees- Sidewalk Permit				X
18	Fees- Water Connection Permit				X
19	Fees- Water Meter				X
20	Fees- Sanitary Sewer				X
21	Fees- Storm Drain				X
22	Fees- Gas Service				X
23	Fees- Power Service				X

24	Fees- Curb & Gutter permit				X
25	Fees- Sign				X
26	Elevator Inspection and Permits	X			
27	Fees, assessments, licenses, inspections required for Construction		X		
28	Business Licenses and Fees			X	

13.00 – CLASSIFICATION OF PROJECT COSTS (TABLE A)

	<b>Hoisting</b>	<b>Direct Cost of Work</b>	<b>Construction Phase Svcs</b>	<b>Overhead &amp; Profit</b>	<b>Paid by Owner</b>
1	Hoist & Tower Rental	X			
2	Hoist Landing & Fronts	X			
3	Hoist Operator	X			
4	Hoist Material Skips/ Hoppers	X			
5	Erect & 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	Safety Inspections		X		
15	Fuel, Repairs, Maintenance, Service	X			
	<b>Main Office</b>				
1	Corporate Executives			X	
2	Principal in Charge			X	
3	Operation Manager			X	
4	Project Executive			X	
5	Estimating			X	
6	Value management			X	
7	Scheduling			X	
8	Drafting and Detailing			X	
9	Purchasing & Writing Contracts			X	
10	Accounting & Bookkeeping			X	

11	Safety & E.E.O Officer			X	
12	Secretarial			X	
13	Clerk/Typist			X	
14	Computer/Data Processing			X	
15	Legal - General and Pertaining to Project			X	
16	Travel & Subsistence			X	
17	Fringe Benefits & Burden			X	
18	Vacation Time/Main Office			X	
19	Bonuses/Main Office			X	

-End of Request for Proposals for Construction Manager Services at Risk  
 With Guaranteed Maximum Price-

#### **14.00 – APPENDICES**

See RFP Table of Contents.