Request for Proposal

Construction Manager at Risk with Guaranteed Maximum Price

OPPENHEIMER UPPER EQUESTRIAN PAVILION

RFP MAJ 16-MJ0067
October 13, 2016
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REQUEST FOR PROPOSALS
FOR
CONSTRUCTION MANAGER SERVICES AT RISK WITH GUARANTEED MAXIMUM PRICE
Oppenheimer Upper Equestrian Pavilion
MAJ 16-MJ0067

Cal Poly San Luis Obispo

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 Cal Poly, hereinafter called “University”, are seeking proposals from pre-qualified 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 Prequalification
Proposers must be prequalified with the Trustees. Prequalification of Prospective Bidders, Form 703.11, can be downloaded from the internet at www.calstate.edu/cm, under ‘Construction Management,’ or, Proposers may contact the Trustees Prequalification Coordinator below to request forms or verify prequalification status.

Prequalification Coordinator
The CSU – Chancellor’s Office
Capital Planning, Design and Construction
401 Golden Shore
Long Beach, CA 90802-4210
562/951-4114

It will be the responsibility of each proposer to obtain a Request for Proposal package in sufficient time to fulfill the requirements therein. Only contractors that can prequalify for at least $6,500,000, and licensed in the State of California with a B license, may bid this project.

2.00 – RFP CONTENTS

2.01 RFP Sections
Refer to RFP Table of Contents
• Sections of the RFP will be referred to within the RFP as “RFP MAJ 16-MJ0067”
• Refer to Contract General Conditions Article 1.00 / Definitions, for RFP definitions.

2.02 Project Specific Reference Documents
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 at: https://afd.calpoly.edu/cprm/vendor_info/bids_in_process
Appendices

4 Fee Proposal Forms
All forms provided in this Appendix shall be submitted with Fee Proposal.
Download from: https://afd.calpoly.edu/cprm/vendor_info/bids_in_process

6 Division One
Download from: https://afd.calpoly.edu/cprm/vendor_info/bids_in_process

10 Project Summary, Architectural Plans, Elevations and Maps
Download from: https://afd.calpoly.edu/cprm/vendor_info/bids_in_process

11 Geotechnical Report
Geotechnical reports are pending for this project and will be provided as they become available at which time they will be published at: https://afd.calpoly.edu/cprm/vendor_info/bids_in_process

13. CEQA Report
CEQA reports are pending for this project and will be provided as they become available at which time they will be published at: https://afd.calpoly.edu/cprm/vendor_info/bids_in_process

2.03 Standard CSU Documents, Forms, and Additional Information
The following documents are a part of this RFP and contain Project specific information. 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:
http://www.calstate.edu/cpdc/CM/CM_at_Risk.shtml
http://www.calstate.edu/cpdc/cm/forms/
http://www.calstate.edu/CPDC/ae/pro-serv-agree/cm-risk.shtml

Appendices

1 Service Agreement for Preconstruction Services (including Riders A and B)
2 Agreement Forms for Construction Phase
3 Contract General Conditions for Construction Manager at Risk with Guaranteed Maximum Price
4 Forms
4.1 Fee Proposal Form (RFP Copy)
5 Supplementary General Conditions
6 Division One
7 Procedure Manual for CSU Capital Projects
8 Prevailing Wage Rates
9 CSU Project Architect/Engineer Agreement Documents (for use on CMAR projects)
10 Project Summary, Architectural Plans and Elevations and Maps (RFP Copy)
11 Geotechnical Report (RFP Copy)
13 CEQA Mitigation and Monitoring Program
14 Design-Assist and Design-Build Subcontracting in CM at Risk Contracting

The following insurance programs are a part of this RFP; information is available for review and download at http://www.calstate.edu/cpdc/cm/construction-insurance-programs.shtml:
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

The Project generally consists of the Oppenheimer Upper Equestrian Arena and will involve the demolition of the existing Stallion Barn, Mare Barns and associated fencing, removal of the existing arena fencing, grading and associated site work, construction of the new upper arena, replacement of the stallion barn and the expansion of the existing hay barn. It is anticipated that the new upper arena will be a pre-engineered building approximately 52,000 square feet. The arena will include an open floor area of 140 feet by 300 feet totaling 42,000 square feet. On the east end of the facility will be livestock pens while on the north side of the facility will be two starting pens, one 45 feet diameter and one 60 feet in diameter and seating for approximately 100 spectators. The site will also include three 60 foot diameter and one 80 foot diameter round pens. The hay barn expansion will include new tack rooms and restrooms for the facility. The Stallion Barn and Mare Barns has been found to have hazardous materials and will require abatement prior to demolition. The new Stallion Barn and Mare Barn will be approximately 3,500 square feet with stalls and paddock areas.

This project is just one of several projects for the College of Agriculture and Food and Environmental Sciences that will be completed under the CM@Risk Delivery Method in the next few years. The University will soon be issuing an RFP for the Fermentation Sciences Facility followed closely by the future CM@ Risk projects include the Plant Sciences Facility, the Oppenheimer Middle Equestrian Pavilion and the Agricultural Events Center.

The Project is more fully described in the documents described in RFP 2.02 – Project Specific Documents. General information is described in RFP 2.03 - Standard CSU Documents, Forms, and Information.

3.02 Project Requirements

- The Project Budgeted Direct Construction Cost is $5,396,000 (RFP 6.29).
- The Project construction duration is 217 calendar days as indicated in the Project Schedule, RFP 4.01.
- Liquidated damages are $1,000 for each calendar day construction completion is late.
- The CM is required to be licensed in the State of California with a B license.

3.03 Anticipated Architect

The Project Architect is:
Populous
2600 Van Buren Street
Norman, OK 73072

3.04 Special Project Conditions

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.
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 ten (10) 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 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, interior finishes of shelled space, parking lots, 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 components, the Trustees will direct the Architect to provide documents to facilitate construction of the Project in accordance with the accepted components, and the CM will include the components in the GMP submission to the Trustees indicating separate pricing, schedule, liquidated damages, and other conditions for each increment to allow each increment to be initiated, completed, and accepted in accordance with Article 8.01, Acceptance, of the Contract General Conditions. 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. CM shall evaluate the risk to include severity of impact, probability of occurrence and other factors as CM deems appropriate 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, 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
Mitigation Monitoring and Reporting Programs (MMRP), which are pending for this project and will be included as they become available. The CM and Architect shall implement mitigation measures identified in the MMRP. In addition, during the design phase of projects, 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, ambiguities, and ability to bid, and 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% and 95% Construction Documents. At the 100% Construction Documents phase and prior to bidding 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 full and complete estimates 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 similar). 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 design Procedure Manual CSU for Capital Projects (RFP 2.03 Standard CSU Documents, Forms, and Information – Appendix #7) 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 engineering 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 engineering 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 Article 6, Changes in the Work, of the Contract General Conditions 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. These responsibilities shall be performed and paid for by the Trustees. The CM shall coordinate and cooperate with the Trustees’ inspection and testing agencies.

6.19 Develop Trade Contractor Bid Packages
The Architect shall coordinate with the CM to produce the Bid Packages. The Bid Packages shall incorporate the CM’s subcontract agreement requirements, any Project specific requirements such as site access and phasing, and the relevant sections of the Trustees’ bidding requirements and Contract General Conditions requirements such as DVBE, Small Business, assignment clauses, construction documents hierarchy clauses, the Subletting and Subcontracting Fair Practices Act (PCC section 4100 et seq.), and Division 1. 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 bid alternatives, as appropriate, (deductive or additive) in each trade contractor bid package to enable full utilization of the Project budget. Include the current Trustees’ Contract General Conditions in trade contractor bid packages. The CM shall develop Supplementary General Conditions (with the Trustees’ participation and subsequent approval) and work with Architect to include any special conditions in Division One, that address the trade contracts, schedule for trade contracts, and the responsibilities of all parties under a CMAR procurement method, where the CM bids the Project elements and enters into contracts with the trade contractors. The CM shall include prevailing wage rates that are current when beginning trade bidding; prevailing wage rates are available for downloading on DIR website at http://www.dir.ca.gov/dlsf/DPreWageDetermination.htm. If the CM desires to self-perform any of the bid packages, the trustee will administer the bidding and selection process once CM and architect have completed the bid package.

6.20 Intentionally left blank

6.21 Minimum Bidding Pools
The CM shall obtain a minimum of four approved trade contractor bids for each trade bid package. If after requesting 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 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 DVBE Participation Requirement
The Trustees require the CM to achieve a minimum of three percent (3%) DVBE participation. See the Contract General Conditions Article 2.08. See RFP Section 9.01, Tab 7 for DVBE incentive points.

6.23 Trade Contractor Contingencies
The CM shall include construction contingency in its fee proposal as indicated in RFP 10.02. 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 in accordance with Public Contract Code bid advertisements 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 qualification 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 list the notice to bidders in the California State Contracts Register online.

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. Trade bids may be normalized, and CM shall review and confirm 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.

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 3.01. 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.

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), reference RFP 2.03, Appendix #9. 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, RFP 6.39. 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. The CM shall maintain a detailed cost accounting, including allowances, and submit it with the monthly payment application for the Trustees’ approval. The 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.

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 and defined 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 RFP 10.02. This contingency shall be used to pay costs as detailed in RFP 6.35. The use of the CM’s contingency shall require approval by the Trustees. 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. Work shown or inferred in the construction documents, but not described to the extent that it is sufficient to obtain competitive bids.
   b. Security personnel to control unexpected union picketing.
   c. 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.

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 4.4, “CM letter to CSU Warranting Construction Documents” that the items described in RFP 6.35 shall be paid from and will not exceed the CM contingency per RFP 6.34.

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
By entering into the preconstruction phase agreement, the CM is obligated to use the Contract 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 2.03). 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 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.

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, Article 4.17, Schedule.

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. (Appendix 3, Contract General Conditions, article 4.17-i, 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 (Appendix 6 / Division 1)

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:

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 6.01 and RFP 6.34. 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 6.01 and RFP 6.33. 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 6.01.
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 7.18 and Contract General Conditions Article 8.09, 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 technical proposal (Tab 7), the Trustees shall assess a penalty of $50,000 per one percent shortfall, prorated, and deduct it from the Contract Amount due. See RFP 9.01, Tab 7 for more information.

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.

8.02 Managing Office / Trustees’ Representative

Managing Office for the CM Selection Process is:
Name: Cody VanDorn
Campus: Cal Poly San Luis Obispo
Address: 1 Grand Ave. San Luis Obispo, CA 93407-0121
Telephone: 805-756-1299
E-Mail: cvandorn@calpoly.edu

Questions related to this RFP shall be directed to the Trustees’ Representative named below:
Name: Cody VanDorn
Campus: Cal Poly San Luis Obispo
Address: 1 Grand Ave. San Luis Obispo, CA 93407-0121
Telephone: 805-756-1299
E-Mail: cvandorn@calpoly.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 envelope or package and be clearly marked as required below.

8.04 Technical Proposal Submittal
Proposers must submit six (4) complete sets of the Technical Proposal in a sealed package, with the following clearly marked on the outside:

“Proposer’s Firm Name”
“Technical Proposal – Cal Poly San Luis Obispo- {MAJ 16-MJ0067}”

8.05 Fee Proposal Submittal
If selected for interview Proposers must submit one (1) complete set of the Fee Proposal in a sealed envelope upon arriving for the interview to the Trustee’s Representative with the following clearly marked on the outside:

“Proposer’s Firm Name”
“Fee Proposal – Cal Poly San Luis Obispo- { MAJ 16-MJ0067}”

8.06 Delivery of Proposals
Proposals must be delivered to the address below at or before the time and date set in the Selection Process Schedule, RFP 4.01. Proposals delivered to other places even if on the campus, will not be considered.

Name: Cody VanDorn
Campus: California State University, San Luis Obispo
Department: Strategic Business Services, Building #1, Room 128
Address: 1 Grand Ave. San Luis Obispo, CA 93407-0121
Telephone: 805-756-1299
Fax: 805-756-6500
E-Mail: cvandorn@calpoly.edu

8.07 Responsibility for Timely Delivery of Proposals
The Proposer is solely responsible for ensuring delivery to the submittal location no later than the date and time specified. Use of the United States Postal Service, campus mail system, express or overnight delivery, or any other service, shall not relieve the Proposer from the requirements of meeting the specified deadline at the specified location. The Trustees shall return unopened, any Proposal received after the due date and time.

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 a select number of top rated Proposers.

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:
- Top rated 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 University, San Luis Obispo
  Address: 1 Grand Ave. San Luis Obispo, CA 93407-0121
  Telephone: 805-756-2232
- Proposers shall receive 45 minutes to make their presentations and 15 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.
- 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 8.15 and 10.02. 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 total 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.

No tab required for introduction section. 0 POINTS

- 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

Tab 1 - Proposal Interview 60 POINTS

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? What are the key risks your firm sees on the project and how would you overcome them?

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.

Tab 2 - CMAR Project Experience 40 POINTS

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 or similar delivery methods 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 engineering, 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. Please also describe any litigation, pending litigation, or arbitrations/mediations against your firm in the last ten years including their resolutions.
Tab 3 - Project Organization, Personnel Experience and Qualifications  
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, if they are not full time, what percent of their time will be dedicated to the project, and a commitment to not remove them from the project until its completed.
   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, budget, and delivery method.
   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.

Tab 4 - Staffing Levels  
60 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.

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 engineering; 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 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 engineering 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.

Tab 6 - Project Schedule and Plan

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 - Bonus Points for DVBE Incentive

<table>
<thead>
<tr>
<th>Tab 7 - Bonus Points for DVBE Incentive</th>
<th>3 POINTS</th>
</tr>
</thead>
<tbody>
<tr>
<td>The CM shall achieve three percent (3%) DVBE participation in its construction phase agreement.</td>
<td></td>
</tr>
<tr>
<td>The Trustees shall assign up to three bonus points for the DVBE incentive if the CM stipulates that they shall realize certain DVBE participation during the construction phase. Stipulating 6.0% or better shall obtain three bonus points; 5.0%-5.99% shall obtain two bonus points, 4.0%-4.99% shall obtain one bonus point. During construction the documentation of the DVBE percentage participation shall be submitted to the Trustees for review and approval. If by the end of construction the CM does not realize the DVBE percentage identified in their technical proposal, the Trustees shall assess a penalty and deduct it from the Contract Amount. See RFP 7.19 for more information.</td>
<td></td>
</tr>
</tbody>
</table>

Tab 8 – Exceptions/Clarifications

<table>
<thead>
<tr>
<th>Tab 8 – Exceptions/Clarifications</th>
<th>0 POINTS</th>
</tr>
</thead>
<tbody>
<tr>
<td>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.</td>
<td></td>
</tr>
</tbody>
</table>

Total Maximum Technical Points

<table>
<thead>
<tr>
<th>323 TOTAL POSSIBLE POINTS</th>
</tr>
</thead>
</table>

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 provided in this RFP Appendix 4

1. Fee Proposal Form
2. Table of staffing hours and costs per Tab 4, 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 (Appendix 4) 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, RFP 3.02.
## Request for Proposals for Construction Manager Services at Risk with Guaranteed Maximum Price

**Cal Poly San Luis Obispo – Oppenheimer Upper Equestrian Pavilion # MAJ 16-MJ0067**

### Fees

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

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.

CM will include a line item budget showing dollar cost of each line item such that in total will reconcile to the Construction Phase – CM’s Site Management Fee. Trustees will maintain the option to procure individual site management line items to reduce project costs. The Trustees will have the option to request fully purchased site management materials be left with the University upon completion of the project.

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:

<table>
<thead>
<tr>
<th>Proposed Fee %</th>
<th>Variation from Lowest Fee = Proposed Fee % - Lowest Fee %</th>
<th>% Variation = Variation from lowest fee % / Average fee%</th>
<th>Points to deduct from 80 points</th>
<th>Fee Score</th>
</tr>
</thead>
<tbody>
<tr>
<td>3%</td>
<td>3%-3%=0%</td>
<td>0%/4%=0%</td>
<td>80 x 0%=0</td>
<td>80-0=80</td>
</tr>
<tr>
<td>4%</td>
<td>4%-3%=1%</td>
<td>1%/4%=25%</td>
<td>80 x 9%=20</td>
<td>80-20=60</td>
</tr>
<tr>
<td>5%</td>
<td>5%-3%=2%</td>
<td>2%/4%=50%</td>
<td>80 x 50%=40</td>
<td>80-40=40</td>
</tr>
</tbody>
</table>

Sample calculation: Average fee = (3+4+5)/3 = 4%

### 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 on the percentage indicated on the proposal times 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.

<table>
<thead>
<tr>
<th>Project Jobsite Staff</th>
<th>Direct Cost of Work</th>
<th>Construction Phase Svcs</th>
<th>Overhead &amp; Profit</th>
<th>Paid by Owner</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 Project Manager</td>
<td></td>
<td>X</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2 Project Superintendent</td>
<td></td>
<td>X</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3 Project Engineer</td>
<td></td>
<td>X</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4 Scheduling Engineer</td>
<td></td>
<td>X</td>
<td></td>
<td></td>
</tr>
<tr>
<td>5 Field Engineer</td>
<td></td>
<td>X</td>
<td></td>
<td></td>
</tr>
<tr>
<td>6 Drafting and Detailing</td>
<td></td>
<td>X</td>
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<td></td>
</tr>
<tr>
<td>7 As-Built drawings and specifications</td>
<td></td>
<td>X</td>
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</tr>
<tr>
<td>8 Field Accountant</td>
<td></td>
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<tr>
<td>9 Time Keeper</td>
<td></td>
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<tr>
<td>10 Secretarial</td>
<td></td>
<td>X</td>
<td></td>
<td></td>
</tr>
<tr>
<td>11 Clerk/Typist</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>12 Independent Surveyor</td>
<td></td>
<td></td>
<td></td>
<td>X</td>
</tr>
<tr>
<td>13 Job Assigned Safety &amp; E.E.O. Officer</td>
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<td></td>
<td>X</td>
<td></td>
</tr>
<tr>
<td>14 Job site safety and cost of safety per OCIP standards</td>
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<td></td>
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<tr>
<td>15 Periodic drug testing per OCIP standards – allowance</td>
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<tr>
<td>16 Reasonable suspicion &amp; post-accident drug testing per OCIP</td>
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<tr>
<td>17 Jobsite Laborer and Runner</td>
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<tr>
<td>18 Fringe Benefits for Job Site Staff</td>
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<tr>
<td>19 Vacation Time for Job Site Staff</td>
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<tr>
<td>20 Sick Leave for Job Site Staff</td>
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<tr>
<td>21 Subsistence for Job Site Staff</td>
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<tr>
<td>22 Bonuses for Job Site Staff</td>
<td></td>
<td></td>
<td></td>
<td>X</td>
</tr>
</tbody>
</table>

#### Cost of the Work

| 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) - continued

<table>
<thead>
<tr>
<th>Job Site Temporary Facilities</th>
<th>Direct Cost of Work</th>
<th>Construction Phase Svcs</th>
<th>Overhead &amp; Profit</th>
<th>Paid by Owner</th>
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</thead>
<tbody>
<tr>
<td>1 Office Trailers (Including Inspectors / Owners)</td>
<td>X</td>
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<tr>
<td>2 Storage Trailer &amp; Tool Shed</td>
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<tr>
<td>3 Office Furniture and Equip</td>
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<td>X</td>
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</tr>
<tr>
<td>4 Copy machine and Printer</td>
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</tr>
<tr>
<td>5 Postage/UPS/FedEx</td>
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<td>X</td>
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<tr>
<td>6 Project Photographs</td>
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<tr>
<td>7 Temporary Toilets</td>
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<td>8 Project Sign</td>
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<tr>
<td>9 Scaffolding</td>
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<td>10 Temporary Fencing and Enclosures</td>
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<tr>
<td>11 Covered Walkways</td>
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<td>12 Barricades</td>
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<tr>
<td>13 Temporary Stairs</td>
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<td>14 Opening Protection</td>
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<td>16 Drinking Water/Cooler/Cup</td>
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<td>17 Safety/First Aid Supplies</td>
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<td>18 Fire Fighting Equipment</td>
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<td>19 Security Guards</td>
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<td>20 Watchman Service (Day or Night)</td>
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<table>
<thead>
<tr>
<th>General Requirements Temporary Utilities And Cleaning</th>
<th>Direct Cost of Work</th>
<th>Construction Phase Svcs</th>
<th>Overhead &amp; Profit</th>
<th>Paid by Owner</th>
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</thead>
<tbody>
<tr>
<td>1 Telephone Installation</td>
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<tr>
<td>2 Telephone Monthly Charges / Allowance</td>
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<tr>
<td>3 Electric Power Installation</td>
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<tr>
<td>4 Electric Power Dist Wiring</td>
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<td>5 Electric Power Monthly Charges / Allowance</td>
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<td>6 Water Service – Installation</td>
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<tr>
<td>7 Water Service - Monthly Costs / Allowance</td>
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<td>X</td>
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<tr>
<td>8 Heating &amp; Cooling Costs</td>
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<tr>
<td>9 Light Bulbs &amp; Misc. Supplies</td>
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<td>10 Periodic Job Site Clean-Up</td>
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<tr>
<td>11 Final Clean</td>
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<tr>
<td>12 Dump Permits and Fees</td>
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<tr>
<td>13 Trash Removal and Hauling</td>
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<td>X</td>
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</tr>
<tr>
<td>14 Flagman and Traffic Control</td>
<td>X</td>
<td>X</td>
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<td>X</td>
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<tr>
<td>15 Dust Control</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>X</td>
</tr>
<tr>
<td>16 SWPP Installation &amp; Maintenance</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>X</td>
</tr>
<tr>
<td>17 SWPP Inspection</td>
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<td>X</td>
<td>X</td>
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</tr>
<tr>
<td>18 Temporary Road Construction</td>
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<td>X</td>
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</tr>
<tr>
<td>19 Temporary Road Maintenance</td>
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</tr>
<tr>
<td>20 Trash Chute &amp; Hopper</td>
<td>X</td>
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</table>
### Classification of Project Costs (Table A) - Continued

<table>
<thead>
<tr>
<th>Hoisting</th>
<th>Direct Cost of Work</th>
<th>Construction Phase Svcs</th>
<th>Overhead &amp; Profit</th>
<th>Paid by Owner</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 Hoist &amp; Tower Rental</td>
<td>X</td>
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<tr>
<td>2 Hoist Landing &amp; Fronts</td>
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<td></td>
<td></td>
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<tr>
<td>3 Hoist Operator</td>
<td>X</td>
<td></td>
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<tr>
<td>4 Hoist Material Skips/ Hoppers</td>
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<tr>
<td>5 Erect &amp; Dismantle Cranes and Hoists</td>
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<tr>
<td>6 Crane Rental</td>
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<td></td>
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<tr>
<td>7 Crane Operators</td>
<td>X</td>
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<tr>
<td>8 Crane Raising/ Jumping Costs</td>
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<tr>
<td>9 Temporary Elevator Rental</td>
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<tr>
<td>10 Elevator Operation Costs</td>
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<td></td>
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<tr>
<td>11 Cage Rider at Elevator</td>
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<tr>
<td>12 Forklift Rental</td>
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<tr>
<td>13 Forklift Operator</td>
<td>X</td>
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<tr>
<td>14 Safety Inspections</td>
<td>X</td>
<td></td>
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</tr>
<tr>
<td>15 Fuel, Repairs, Maintenance, Service</td>
<td>X</td>
<td></td>
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</tr>
</tbody>
</table>

### Main Office

| 1 Corporate Executives                       | X                   |
| 2 Principal in Charge                        | X                   |
| 3 Operation Manager                          | X                   |
| 4 Project Executive                          | X                   |
| 5 Estimating                                 | X                   |
| 6 Value Engineering                          | 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                   |
### 13.00 – CLASSIFICATION OF PROJECT COSTS (TABLE A) - continued

<table>
<thead>
<tr>
<th>Indirect and Miscellaneous Costs</th>
<th>Direct Cost of Work</th>
<th>Construction Phase Svcs</th>
<th>Overhead &amp; Profit</th>
<th>Paid by Owner</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 Bond premium for CM’s bonds</td>
<td></td>
<td></td>
<td></td>
<td>X</td>
</tr>
<tr>
<td>2 Insurance premium for CM enrolled in OCIP, GL and WC. See General Conditions</td>
<td></td>
<td></td>
<td></td>
<td>X</td>
</tr>
<tr>
<td>3 Insurance premium for CM for coverage not covered by OCIP, ie. auto, E&amp;O.</td>
<td></td>
<td></td>
<td></td>
<td>X</td>
</tr>
<tr>
<td>4 Bond premium for trade contractor’s bonds</td>
<td></td>
<td></td>
<td></td>
<td>X</td>
</tr>
<tr>
<td>5 Insurance premium for trade contractor enrolled in OCIP – GL and WC. See General Conditions</td>
<td></td>
<td></td>
<td></td>
<td>X</td>
</tr>
<tr>
<td>6 Insurance premium for trade contractors for coverage not covered by OCIP, i.e. Auto</td>
<td></td>
<td></td>
<td></td>
<td>X</td>
</tr>
<tr>
<td>7 Insurance premium for trade contractors not enrolled in OCIP – See General Conditions</td>
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<td></td>
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</tr>
<tr>
<td>8 Premium for Builders Risk Insurance</td>
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<tr>
<td>9 Insurance deductible by CM or trade contractor</td>
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<tr>
<td>10 Printing plans and specifications</td>
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<tr>
<td>11 Initial Soils Investigation</td>
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<tr>
<td>12 Testing and Inspection</td>
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<tr>
<td>13 Maintenance after occupancy</td>
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<tr>
<td>14 Facility operator training by CM or trade contractor</td>
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<tr>
<td>15 Fees- Plan Check</td>
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<tr>
<td>16 Fees- Building Permit</td>
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<td>17 Fees- Sidewalk Permit</td>
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<td>18 Fees- Water Connection Permit</td>
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<td>19 Fees- Water Meter</td>
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<td>21 Fees- Storm Drain</td>
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<td>22 Fees- Gas Service</td>
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<td>23 Fees- Power Service</td>
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<tr>
<td>24 Fees- Curb &amp; Gutter permit</td>
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<td>25 Fees- Sign</td>
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<tr>
<td>26 Elevator Inspection and Permits</td>
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<td>27 Fees, assessments, licenses, inspections required for Construction</td>
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<td>28 Business Licenses and Fees</td>
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