



**LAMMERSVILLE**  
Unified School District

Dr. Kirk Nicholas  
Superintendent

---

Governing Board Members

Mrs. Micaela Vergara, President – Ms. Sharon Lampel, Clerk  
Mr. Matthew D. Balzarini – Mr. Shane Nielson – Mr. David Pombo

---

**Governing Board Meeting**  
**Additions & Changes to the Agenda**

Board Room

111 S. De Anza Boulevard, Mountain House, CA 95391

November 6, 2013

7:00 P.M. – Regular Meeting

---

IX. Action Items:

G. Consider/Approval to Authorize the Superintendent to Issue a Request for Qualifications (RFQ) to Selected Contractors for the Construction of Hansen Elementary School Through a Lease-Lease Back Agreement.

MOTION BY: \_\_\_\_\_; SECOND BY: \_\_\_\_\_; AYES: \_\_\_\_\_; NOES: \_\_\_\_\_; ABSENT: \_\_\_\_\_.



**LAMMERSVILLE**  
Unified School District

Dr. Kirk Nicholas  
Superintendent

---

Governing Board Members

Mrs. Micaela Vergara, President – Ms. Sharon Lampel, Clerk  
Mr. Matthew D. Balzarini – Mr. Shane Nielson – Mr. David Pombo

---

Date: November 6, 2013  
To: Governing Board  
From: Dr. Kirk Nicholas, Superintendent  
Re: Action Item G. – Hansen School RFP for Contractors

---

**Background:**

The District's rapid student population growth requires the addition of another elementary school. Hansen School's design has been established with the District's Architect on this project, Nichols, Melburg & Rossetto. Request for proposals for a pre-construction services and lease-lease back construction services is the next step in completing this project.

**Action Required:**

Approval of RFP to select a contractor.

**Department:**

Office of the Superintendent.

**Discussion:**

The action taken by LUSD to prepare for future construction has put the District in an excellent position to respond to rapid growth.

**Financial Impact:**

Construction funds from Mello-Roos Bonds and State facility match will provide \$30 Million for the construction of Hansen School.

**Supporting Documents:**

Attached Request for Proposals.



**LAMMERSVILLE**  
Unified School District

Dr. Kirk Nicholas  
*Superintendent*

---

Governing Board Members

Mrs. Micaela Vergara, President – Ms. Sharon Lampel, Clerk  
Mr. Matthew Balzarini – Mr. Shane Nielson – Mr. David Pombo

---

**REQUEST FOR QUALIFICATIONS/  
REQUEST FOR PROPOSALS**

*for*

**PRE-CONSTRUCTION SERVICES AND LEASE-  
LEASEBACK CONSTRUCTION SERVICES  
HANSEN ELEMENTARY SCHOOL**

**RESPONSES DUE: NOVEMBER 27, 2013**

## **REQUEST FOR QUALIFICATIONS LEASE-LEASEBACK SERVICES**

### **INTRODUCTION**

The Lammersville Unified School District ("District") is issuing this Request for Qualifications and Request for Proposals ("RFQ/RFP") from Lease-Leaseback ("LLB") entities qualified to provide to the District pre-construction services, including constructability review and value engineering review, and construction services for the development and construction of Hansen Elementary School (K-8), Mountain House, California and potentially for future Lease-Leaseback school projects (the Projects) in the District. This process is pursuant to the Lease/Leaseback provision of Education Code Section 17406. This RFQ/RFP describes the Project, the required Scope of Work, the selection process, and the minimum information that must be included in the proposal.

### **CRITICAL DATES**

#### **Last Day to Submit Inquiries:**

Inquiries regarding this RFQ/RFP shall be submitted in writing, attention Kirk Nicholas, District Superintendent, no later than **4:00 p.m. Friday November 22, 2013.**

#### **Submittal Due Date:**

Responses to this RFQ/RFP shall be submitted no later than **4:00 p.m., November 27, 2013** at the following location:

**Lammersville Unified School District  
c/o Nichols Melburg & Rossetto  
300 Knollcrest Drive  
Redding, California 96002  
Attn: Kirk Nicholas, District Superintendent**

### **PROJECT DESCRIPTION**

The Scope of Work for the Project consists of the following:

- Pre-construction services, including review of existing plans, constructability and value engineering reviews, and recommendations on modification to plans, as outlined below.
- Construction of the Hansen Elementary School (K-8), Mountain House, California. The Hansen Elementary School project includes, but is not limited to:
  - Administration/ Library and Multi-Use/Cafeteria Building (approx. 24,400 s.f. inc. overhangs)
  - 2-Story Classroom Building #1 (approx. 28,000 s.f. including overhangs)
  - 2-Story Classroom Building #2 (approx. 29,300 s.f. including overhangs)
  - Associated site work (16 acres)
  - Other ancillary works including, but not limited to, building pads and utility stubs for future preschool center.

### **PROJECT PLANS & SPECIFICATIONS**

Project Plans and Specifications are currently under way by Nichols, Melburg & Rossetto, 300 Knollcrest Drive, Redding, CA 96002. Preliminary site plan, floor plans, and a 3D visualization of the campus core can be accessed at the following links.

Plans: <https://dl.dropboxusercontent.com/u/31091466/HansenPlans.pdf>

3D Visualization: [https://dl.dropboxusercontent.com/u/31091466/Final%20Animation 1500x900.mp4](https://dl.dropboxusercontent.com/u/31091466/Final%20Animation%201500x900.mp4)

**MILESTONE DATES:**

<b>Date</b>	<b>Milestone</b>
November 6, 2013	Issue RFP/RFQ.
November 27, 2013	RFQ/RFP Responses Due.
December, 2013 (First Week)	Complete District interviews with the three most qualified respondents.
December, 2013 (Second Week)	Award of contract for pre-construction services to entity selected by the District.
Dec. 2013 thru Feb. 2014	Entity performs pre-construction services as outlined below.
Mar. 2014 thru Jun. 2014	DSA Review Period
July 2014	Entity performs final pre-construction services. DSA Approval of project attained. Pending funding availability, contract negotiations for the lease-leaseback construction services occur. Guaranteed Maximum Price (GMP) established as part of negotiations.
August 2014	Pending funding availability, District Board approval of lease-leaseback construction contract. Issuance of Notice to Proceed for commencement of the Construction Phase of the Projects.
August 2015	Pending funding availability, full performance by lease-leaseback contractor and completion of Project – School Opens.

If the District proceeds with the Construction Phase of the Projects, the LLB Entity for pre-construction services may be selected to act as a General Contractor for the Construction Phase pursuant to a Lease-Leaseback Agreement, Site Lease and Sublease. The LLB Entity selected for the Construction Phase may contract with separate specialty contractors to perform the various trades comprising the entire Scope of Work. The LLB Entity shall work under the direction of District staff and/or retained consultants. District has retained **Nichols, Melburg & Rossetto (NMR), Redding, CA**, as its Architect to prepare the design and construction documents for the Projects. The LLB Entity shall work with **NMR, Redding, CA**, as necessary to conduct constructability and value engineering reviews and recommend modifications to the plans for the Projects, at the direction of District staff.

**GUARANTEED MAXIMUM PRICE**

Respondents are not required to include a Guaranteed Maximum Price (“GMP”) with the initial submittal, however all submittals shall include a cost proposal for the proposed pre-construction scope of services, which will be used as a basis for negotiating a contract price for these services. The initial submittal shall also include a price range for the proposed construction scope of services, which will assist the District in arriving at a final scope for the Project and in negotiating an estimated GMP for the construction of the Project. If, after performance of pre-construction services, the District chooses to also use the LLB Entity for the Construction Phase of the Project, the LLB Entity will be required to provide a proposed GMP for the Construction Phase of the Project based on competitive bids by subcontractors, plus markups, and the District and LLB Entity shall subsequently negotiate a GMP.

## **SCOPE OF WORK**

The Scope of Work includes, but is not limited to, the following:

### **Pre-Construction Services, including but not limited to:**

- The preconstruction services shall be provided throughout the design of the project and specifically at the following five milestones: Immediately upon board acceptance of the preconstruction services contract; 90% design development; 50% construction documents development; 90% construction documents development/DSA Submittal; and 100% construction documents/DSA Approval. The entity shall actively collaborate with the design team to complete the following services.
  - Analyze constructability of the buildings and site features and bring any conflicts to the attention of the design team.
  - Review scheduling of the systems and materials to ensure the project can be constructed efficiently and cost effectively.
  - Review the clarity and consistency of the drawings and specifications and bring any conflicts to the attention of the design team.
  - Actively participate with the design team in the coordination of the project drawings and specifications across all involved disciplines.
  - Assist in the selection appropriate materials, manufacturers, and systems to ensure the district's budget goals are met.
  - Continuously undertake value engineering analysis and prepare reports with recommendations to design team to maintain established projects budget.
- The design team is utilizing Civil 3D, Revit, and BIM 360 Glue software platforms. The entity shall collaborate within these platforms to perform the pre-construction services. Costs of licensing for use of these platforms shall be borne by the entity – not the district or design team.

### **Construction Services by the LLB Entity selected for the Construction Phase of the Project, including but not limited to:**

- Construction of the Hansen Elementary School (K-8), including Sitework, utilities and off site development;
- Coordinate and expedite record drawings and specifications;
- Compile operations and maintenance manuals, warranties/guarantees, and certificates;
- Obtain occupancy permit; coordinate final testing, documentation, and governmental inspections;
- Prepare final accounting and close out reports, including DSA close out documentation;
- Prepare occupancy plan reports; and
- Other responsibilities necessary for the completion of the Projects in accordance with the plans.

## **SUBMITTAL FORMAT AND CONTENT**

The Statement of Qualifications should be concise, well organized and demonstrate Respondent's qualification. The Statement of Qualifications may be no longer than 20 pages 8 ½" x 11" paper, inclusive of resumes, forms, and pictures.

The 20 page limit for the Statement of Qualifications shall be interpreted as 20 physical pieces of paper. Double-sided printing is acceptable.

---

The 20 page Statement of Qualifications shall be inclusive of items II – Mandatory Qualifications thru VI – Organizational Chart. The submittal cover, table of contents, financial information, exception to RFQ certification, and non-collusion affidavit may be in addition to the 20 pages. However, the total RFQ response shall not exceed 30 pages.

All Respondents are required to follow the format specified below. The content of the submittal must be clear, concise, and complete. Each section of the submittal shall be tabbed according to the numbering system shown below to aid in expedient information retrieval.

Seven copies of the submittal shall be delivered **no later than 4:00 p.m., November 27, 2013** to:

**Lammersville Unified School District  
c/o Nichols Melburg & Rossetto  
300 Knollcrest Drive  
Redding, California 96002  
Attention: Kirk Nicholas, District Superintendent**

**Submittal Cover**

Include the RFQ/RFPs title and submittal due date, the name of principal firm (or firms if there is a joint venture or association).

**Table of Contents**

Include a complete and clear listing of headings and pages to allow easy reference to key information.

- I) **Cover Letter** - The cover letter should be brief (one page maximum). Describe how the Scope of Work will be accomplished for the District, identify the team members (i.e., joint partners and sub-consultants); and include the title and signature of the firm's contact person for this procurement. If the firm is proposing to co-respond with another principal firm, the cover letter must specify the type of services to be provided by each firm and the proposed percentage of the fee that is allocated to that phase or function of the service. Any changes to the District's requested format or deletions of requested materials should be explained in the cover letter. The signatory shall be a person with official authority to bind the company.
  
- II) **Mandatory Qualifications** - Respondents must hold a General Building Contractor License (B License), which is current, valid and in good standing with the California Contractor's State License Board. Respondents must have the necessary qualifications to provide the services in accordance with California law. Provide the following information for each license:
  - a) Name of license holder exactly on file
  - b) License Classification
  - c) License No.
  - d) Date Issued
  - e) Expiration Date
  - f) Whether license has been suspended or revoked in the past 5 years. If so, explain.

Respondents shall have demonstrated successful utilization of BIM software technologies for preconstruction and construction services on past projects within the last 2 years. Each listed experience shall include the name(s) and telephone number(s) of the client's project manager and the firm's projects. Specifically state which BIM software was used on each listed experience.

LLB Entity shall also provide licensing information regarding all subconsultants and subcontracts.

---

**III) Methods and Strategic Plan** - Describe in detail your methods and plan for carrying out the Scope of Work.

- a) Emphasis shall be given to the methods and strategic plan as they relate preconstruction services and how the preconstruction services will transition into the construction services. The description of the methods and strategic plan shall include a proposed cost for completing pre-construction services for the Hansen Elementary School project.
- b) The description of the methods and strategic plan shall include a detailed discussion of costs related to fees, general conditions, insurance, supervision, and management of the construction portion of the scope of work.

**IV) Qualifications and Experience** - This section shall contain the following: A description of the Respondent's experience in providing Lease-Leaseback, bid-build, and other construction services for public entities in California. Projects and work experiences in the past three years specifically related to school districts shall be listed consecutively with the awarding and completion dates noted. Each listed experience shall include the name(s) and telephone number(s) of the client's project manager and the firm's projects. When listing team members or sub-consultants for each such project, describe the listed experience and the exact tasks that each firm performed. For lease-leaseback projects for school districts, please list the total cost of each projects, indicating the cost of pre-construction services as well as construction services.

**V) Past Performance Record** - If any of the following has occurred on one of your construction projects in the last seven (7) years, please describe in detail the circumstances for each occurrence:

- a) Failure to enter into a contract once selected.
- b) Withdrawal of a proposal as a result of an error.
- c) Termination of, or any other failure to complete, a contract.
- d) Debarment by any municipal, county, state, federal or local agency.
- e) Involvement in litigation, arbitration or mediation.
- f) Conviction of the firm or its principals for violating a state or federal anti-trust law by bid-rigging, collusion, or restrictive competition between bidders, or conviction of violating any other federal or state law related to bidding or contract performance.
- g) Knowing concealment of any deficiency in the performance of a prior contract.
- h) Falsification of information or submission of deceptive or fraudulent statements in connection with a contract.
- i) Willful disregard for applicable rules, laws or regulations.

Information regarding any of the above may be deemed to indicate an unsatisfactory record of performance.

**VI) Organizational Chart** - An organizational chart containing the names of all key personnel, joint venture partners, and sub-consultants with titles and their specific task assignments for these Projects shall be provided in this section. The District's evaluation will consider the entire team. Therefore, no changes in the LLB team's composition will be allowed without prior written approval of the District.

**VII) Financial Information** - Provide the following financial information:

- a) A letter from a financial institution stating a current line of credit.
- b) Attach a notarized statement from an admitted surety insurer (approved by the California Department of Insurance) and authorized to issue bonds in the State of California, which states: (a) that your current bonding capacity is sufficient for the project for which you seek pre-qualification (if you are seeking pre-qualification for a single project); or (b) that your bonding capacity is sufficient for the total value of work that may be under contract at any one time (if you are seeking pre-qualification valid for multiple projects),



- 
- c) A letter from insurance company indicating ability to provide insurance. The following is a tentative schedule:
- i) A.M. Best financial rating of A:VII
  - ii) Commercial General Liability Insurance: Commercial General Liability Insurance shall be at least as broad as Insurance Services Office General Liability Coverage (Occurrence Form CG 0001.) One Million Dollars (\$1,000,000) per occurrence for bodily injury, personal injury and property damage/ Two Million Dollars (\$2,000,000) aggregate.
  - iii) Automobile Liability Insurance: Automobile liability insurance shall be at least as broad as Insurance Services Office Form Number CA 0001 covering Automobile Liability, Code 1 (any auto). One Million Dollars (\$1,000,000) for bodily injury and property damage each accident limit.
  - iv) Workers' Compensation and Employer's Liability Insurance: The LLB Entity and all subcontractors shall insure (or be a qualified self-insured) under the applicable laws relating to workers' compensation insurance, all of their employees working on or about the construction site, in accordance with the "Workers' Compensation and Insurance Act," Division IV of the Labor Code of the State of California and any Acts amendatory thereof. The LLB Entity shall provide employer's liability insurance in the amount of at least One Million Dollars (\$1,000,000) per accident for bodily injury and disease.
  - v) Builder's Risk Insurance: The LLB Entity shall provide and maintain builder's risk insurance (or installation floater) covering all risks of direct physical loss, damage or destruction to the work. Limit shall equal bid amount, if requested by the District.  
Costs for Builder's Risk Insurance and Labor as well as Performance and Materials Bonds shall be included with the detailed discussion of costs.
  - vi) All insurance will be in a form and with insurance companies acceptable to the District.
  - vii) Insurance carriers shall be qualified to do business in California and maintain an agent for process within the state.
- d) Indicate current value of all work the LLB organization has under contract.
- e) Business construction revenues for the past five years.

**VII) Exceptions to this RFQ/RFP** - The Response shall certify that the Respondent takes no exceptions to this RFQ/RFP.

**IX) Non-Collusion Affidavit** – Respondent shall include a notarized Affidavit of **Non-Collusion**

### **SUBMITTAL EVALUATION CRITERIA**

Submittals received by District will be evaluated according to the criteria listed below:

- I. Cost proposal for pre-construction services, and contract price range estimate for construction services;
- II. Conformance to the specified RFQ/RFP format;
- III. Organization, presentation, and content of the submittal;
- IV. Specialized experience and technical competence of the firm(s), (including principal firms, joint venture-partners, and sub-consultants) considering the types of service required; the complexity of the projects; record of performance; and the strength of the key personnel who will be dedicated to the Projects;
- V. Proposed methods and overall strategic plan to accomplish the work in a timely and competent manner;
- VI. Knowledge and understanding of the local environment and a local presence for interfacing with the District;
- VII. Financial resources and stability of the principal consultant and/or a consultant team; and
- VIII. Ability to meet the insurance requirements unless District, at its sole discretion, decides to modify or waive the insurance requirements or elects to provide Project insurance.

### **METHOD OF SELECTION**

The District may conduct interviews with the three LLB Entities that submit responses that are responsive to this RFQ/RFP that the District, in its discretion, determines are most qualified. District will evaluate LLB Entities on their demonstrated competence and on their professional qualifications necessary for the satisfactory performance of the services required, as evidenced in their responses and/or interviews. The District may negotiate a contract for pre-construction services with the best qualified LLB Entity, as determined by the District to be in the best interest of the District, at compensation which the District determines is fair and reasonable. Should the District be unable to negotiate a satisfactory contract with the LLB Entity considered to be the most qualified at a price the District deems reasonable, negotiations with that LLB Entity may be formally terminated. The District may then undertake negotiations with the second most qualified LLB Entity. In the event negotiations fail with the second most qualified LLB Entity, it may undertake negotiations with the third most qualified firm. District shall follow the same procedures for evaluating LLB Entities, and negotiating a contract, for construction services.

### **GENERAL INFORMATION**

**Compliance.** Submittals must be in strict accordance with the requirements of the RFQ/RFP. Any Statement of Qualification not submitted in accordance with the requirements of the RFQ/RFP will not be considered.

**Amendments.** The District reserves the right to cancel or revise in part or in its entirety this RFQ/RFP. If the District cancels or revises this RFQ/RFP, all Respondents will be notified by addenda. The District also reserves the right to extend the date responses are due.

**Inquiries.** All questions about the meaning or intent of this RFQ/RFP shall be submitted to District in writing, Attention: Kirk Nicholas, District Superintendent. Replies will be issued by addenda and mailed to all parties recorded by District as having received the RFQ/RFP documents. Questions received less than 4 days prior to the submittal due date will not be answered. Only questions answered by formal written addenda will be binding.

**Late Proposals.** It is the Respondent's responsibility to ensure its response to the RFQ/RFP submittal is received by District on or before the time and date specified. Submittals received after the date and time specified will not be considered.

### **Special Conditions**

- A. **Public Record.** All responses to the RFQ/RFP shall become the property of the District's public records and as such, might be subject to public view.
- B. **Non-Discrimination.** The District does not discriminate on the basis of race, color, national origin, religion, age, ancestry, medical condition, disability or gender in consideration for an award of contract.
- C. **Drug-Free Policy and Fingerprinting.** The selected LLB Entity shall be required to complete any and all applicable fingerprinting requirements and criminal background checks required by State law and shall also be required to complete a Drug-Free workplace certificate.
- D. **Costs.** Costs of preparing a response to this RFQ/RFP are solely the responsibility of the Respondent.
- E. **Prevailing Wages.** Respondents are advised that these Projects are public works for purposes of the California Labor Code, which requires payment of prevailing wages. District will obtain from the Director of the Department of Industrial Relations the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work. These rates will be on file at District and will be available to any interested party upon request. Any LLB Entity to which a contract is awarded must pay the prevailing rates, post copies thereof at the job site, and otherwise comply with applicable provisions of state law.

- F. **Securities.** Respondents are advised that if they enter a lease-leaseback construction contract with the District, they will be permitted, at their request and expense and in accordance with Section 22300 of the California Public Contract Code, to substitute securities equivalent to retention monies withheld by District to ensure performance under the contract.
- G. **Bonding.** If respondent enters a lease-leaseback construction contract with the District, it will be required to furnish a Performance Bond for its construction services in the amount of one hundred percent of the contract price, a Payment (Material and Labor) Bond in the amount of one hundred percent of the contract price, and other construction documents as required by the District.

**DISTRICT CONTACT**

The District looks forward to receiving a submittal from your firm. If you have any questions regarding this RFQ/RFP please contact:

**Kirk Nicholas, District Superintendent**  
**Lammersville Unified School District**  
**111 S. De Anza Blvd, Mountain House, California 95391**  
**(209) 836-7400**

**NOTE:** Incomplete submittals, incorrect information, or late submittals may be cause for immediate disqualification. Issuance of this RFQ/RFP does not commit District to award a contract, or to pay any costs incurred in the preparation of a response to this request, or to procure a contract for work. District reserves the right to request additional information or clarification during the evaluation process. District retains the right to reject any or all submittals. All respondents should note that the execution of any contract pursuant to this RFQ/RFP is dependent upon the approval of the Lammersville Unified School District in its sole discretion.

