

ASC Reno 2014 Student Competition REGION VI DESIGN BUILD CATEGORY

REQUEST FOR DESIGN / BUILD CONTRACTOR PROPOSALS

New Student High School Demo & Rebuild

ANNOUNCEMENT TO STEP 2 PRE-QUALIFIED DESIGN / BUILD CONTRACTORS

1.0 INTRODUCTION

- A. The OWNERS have completed STEP 1 for the subject project. This Announcement to STEP 2 Pre-qualified Design / Build Contractors establishes the requirements for sealed proposals, which will only be accepted from Prequalified Design / Build Contractors.
- B. The Proposal Documents will be made available to Pre-qualified Design / Build Contractors on:

Thursday, February 6, 2014 @ 7:00 A.M. at the address below:

McCarthy Building Companies, Inc. (Owner's Representative)

John Ascuaga's Nugget 1100 Nugget Avenue Sparks, Nevada 89431 Attn: Bryan Kuster

1.1 LISTING OF PRE-QUALIFIED DESIGN / BUILD CONTRACTORS

Based on review by the OWNERS, review of the **STEP 1** - DESIGN / BUILD CONTRACTOR PREQUALIFICATION, the following Firms have been selected to continue to **STEP 2** of the selection process.

Arizona State University
Boise State University
Brigham Young University
Brigham Young University, Idaho
Colorado State University
U. S. Air Force Academy
University of New Mexico

1.2 PURPOSE

- A. The primary objective by the OWNERS in utilizing the Design / Build Contractor approach for this project is to bring the best available design, construction management, construction experience and expertise together to work with the OWNERS, as a team to successfully meet the unique challenges presented by this project.
- B. The OWNERS will select a Design / Build Contractor to provide a project that meets the established needs of program, budget, design standards and site development guidelines.

1.3 PROJECT OVERVIEW - DESIGN / BUILD CONTRACTORS CONTRACT PROVISIONS SUMMARY

A. The OWNERS desire to retain a Design / Build Contractor through a competitive proposal / interview process for the Project, to provide Design and Pre-Construction Services during the Project design period and to act as a general contractor to construct the Project as the design is completed. The Design and Pre-construction services during design are referred to in the Contract Documents as **Phase 1**; the construction period is referred to as **Phase 2**.

- B. The Design / Build Contractor, after authorization by the OWNER, will prepare and complete the design and construction documents in accordance with the requirements as set forth by the OWNER.
- C. The Design / Build Contractor, after authorization by the OWNER, will competitively bid the various Trade/Subcontractor Bid Packages representing the Construction Work required to complete the Project. After approval by the OWNER, the difference between the sum of the Trade/Subcontractor Bid Packages and the Anticipated Contract Value Sum (Less the Design / Build Contractor's Design Fees, Base Fee, General Conditions, Minimum General Requirements Work, and all other costs to construct the Project as a general contractor) will be incorporated into the Contract by Contract Amendment, and the Contract Sum will be increased or decreased accordingly. No Contract Time will be added with the incorporation of Trade/Subcontract Bid Packages.
- D. The Minimum General Requirements Work: Design / Build Contractor shall provide all General Requirements Work to complete the project. The minimum items of General Requirements Work that the Design / Build Contractor will be expected to make available to its Trade/Subcontractors are defined in the Request for Design/Build Contractor Proposal documents. This list will be required to be included with all Trade/Subcontractor Bid Packages so Subcontractors understand what minimum General Requirements Work items are to be provided by the Design / Build Contractor and therefore should not be included in the Trade/Subcontractors bid for the Bid Package.
- E. The Phase 2 Work may start prior to the completion of Phase 1. In the event that there is overlap, or "fast track" design/construction is utilized, the Contract Time will not change. In the event of such an overlap, the Phase 1 Pre-Construction Services shall continue into Phase 2, as the design work requires.
- F. The Proposal Security (Bid Bond) will be retained until Design / Build Contractor furnishes Performance and Payment Bonds. Failure to furnish bonds may result in the assessment of liquidated damages.
- G. If the Contract Time is extended (as allowed by the Contract Documents), the Design / Build Contractor will be entitled to additional compensation only, at the daily rate for Compensable Delay as provided in the Agreement if the conditions pursuant to obtaining compensation are fulfilled.
- H. The provisions herein (this Announcement to Pre-qualified Design/Build Contractors) are in summary form only. The Design / Build Contractor shall in all cases review the Design / Build Contractor Contract Documents for specific requirements. If there are conflicts between the provisions herein and any other Contract Documents the provisions therein shall govern.

2.0 General Requirements

The successful Design / Build Contractor shall be responsible for providing the Pre-Construction Services and Construction Services as indicated below and described in greater detail in the Request for Design/Build Contractor Proposal documents.

The OWNER will award to the successful Design / Build Contractor a single Design / Build Contract for the PROJECT. The Contract Time for the completion of the Phases shall be as indicated in the Agreement. Liquidated damages will be assessed per the Contract Documents.

2.1 Work Phases

The successful Design / Build Contractor shall be responsible for providing Design and Pre-Construction Services (Phase 1), and Construction Services (Phase 2).

2.1.1 Design and Preconstruction Services - Phase 1

The selected Design / Build Contractor shall be responsible for the Preconstruction Services for the project as identified in the Design / Build Contractor Contract.

- **2.2.1.1** The Design and Preconstruction Services Phase 1 shall include (at a minimum) the following:
- a. Development of the Design and construction schedule.
- b. Development of 100% Schematic Design Documents
- c. Leading and managing all design consultants, sub-consultants, and engineers, and others employed to complete the full design.
- d. Secure all plan check and project approvals from the agencies have jurisdiction over the PROJECT. Include Agency/Code Review process.
- e. Preparation of Cost Estimates at the various levels of design document submittal packages.
- f. Systems analysis, Budget validation, value engineering, and document/constructability reviews to ensure cost management measures are employed.
- g. Constructability/Document review. Provide design coordination between all design disciplines including mechanical, electrical, plumbing, architectural and structural. Provide Quality Assurance and review of Construction Documents. Employ 3rd Party PEER reviews for all Mechanical, Electrical & Plumbing Systems.
- h. Prequalification of Trade/subcontractors
- i. Development of Trade/Subcontractor Bid Packages.
- j. Trade/Subcontractor Bid Package bidding

2.1.2 Construction Services - Phase 2

Upon Notice to Proceed from the OWNER, the Design / Build Contractor shall be responsible for the construction of the Project.

- **2.1.2.1** The Construction Services Phase 2 shall include (at a minimum) the following:
- a. Contract with all Trade/Subcontractors
- Construction Supervision
- c. Trade/Subcontractor Coordination
- d. Formal Coordination and Detailing Activity (CDA) of Mechanical, Plumbing and Electrical systems to ensure proper installation
- e. Critical path scheduling (CPM or other network-type schedule)
- f. Shop Drawing Preparation and Review
- g. Construction Quality Assurance and Inspections
- h. Management of Project Safety
- i. Preparation of detailed schedule of values, monthly payment applications, review of Trade/Subcontractor payments
- j. Change order review and recommendation to OWNER.
- k. All other to provide complete construction of the facility
- Warranty Period

2.3 MANDATORY Pre-Proposal Conference

A mandatory Pre-Proposal Conference will be conducted on:

Thursday, February 6, 2014, beginning promptly at 7:00 A.M. Only Design / Build Contractors who participate in the pre-proposal conference in its entirety, will be allowed to propose on the project.

Participants shall meet at the JA Nugget, Sparks, Nevada, Conference Room Bonanza B

2.4 Request for Clarifications / Addenda

Requests for clarification or interpretation of the Proposal Documents must be in <u>writing</u> and received by McCarthy Building Companies, Inc. (OWNER's Representative) by <u>5:00 P.M. on Thursday, February 6, 2014.</u> Questions received after the above-noted deadline may be answered at the discretion of the OWNER's Representative.

Revisions, additions or deletions will be made by written addenda issued by the OWNER's Representative only.

2.5 Submittal of Step 2 - Design / Build Contractor Proposals

Proposals will be received only at: McCarthy Building Companies, Inc. (Owner's

Representative)

John Ascuaga's Nugget

Sparks, Nevada

Room: West Tower 1250
Attn: Bryan Kuster

Proposals will not be accepted after: 10:00 P.M. on Thursday, February 6, 2014.

Proposal Security in the amount of 10% of the Anticipated Contract Value Sum, shall accompany each Proposal. The Surety issuing the Proposal Bond shall be, on the Proposal Deadline, listed in the latest published State of Arizona, Department of Insurance, list of Insurers Admitted to Transact Surety Insurance in This State.

The successful Design / Build Contractor and its Subcontractors will be required to follow the nondiscrimination requirements set forth in the Proposal Documents and to pay prevailing wage rates at the location of the Work.

The successful Bidder will be required to have the following State of Arizona Contractor's license current at the time of submission of the Proposal:

LICENSE CLASSIFICATION/CODE: B – General Building Contractor

STEP 2 INSTRUCTIONS FOR DESIGN / BUILD CONTRACTOR PROPOSALS

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ARTICLE 1 - DEFINITIONS

- 1.1 Except as otherwise specifically provided, definitions set forth in the General Conditions or in other Contract Documents are applicable to all Proposal Documents.
- 1.2 The term "Addenda" means written or graphic instruments issued by the OWNERS prior to the Proposal Deadline which modify or interpret the Proposal Documents by additions, deletions, clarifications, or corrections.
- 1.3 The term "Alternate" means a proposed change in the Work, as described in the Proposal Documents which, if accepted, may result in a change to either the Contract Sum or the Contract Time, or both.
- 1.4 The term "Proposal Deadline" means the date and time designated in the Announcement to **STEP 2** Pre-qualified Design / Build Contractors as the last date and time for receipt of Proposal, as may be revised by Addenda.
- 1.5 The term "Proposing Firm" means a Person or Firm that submits a Proposal.
- 1.6 The term "Proposal Documents" means the documents prepared and issued for submitting the Proposal including all Addenda thereto.
- 1.7 The term "Days" means calendar days, unless specifically noted otherwise.
- 1.8 The term "Unit Price" means an amount stated in the Proposal for which Design / Build Contractor offers to perform the Unit Price Work for a fixed price per unit of measurement.
- 1.9 Any "time" mentioned in any of the proposal documents for purposes of defining deadlines for submittals, proposals, requests for clarifications, issuance of addenda, etc. shall be the "local standard time", location to which the proposals will be received.

ARTICLE 2 - DESIGN / BUILD CONTRACTOR REPRESENTATIONS

- 2.1 Design / Build Contractor, by making a Proposal, represents that:
- 2.1.1 Design / Build Contractor has read, understood, and made the Proposal in accordance with the provisions of the Proposal Documents.
- 2.1.2 Design / Build Contractor has visited the Project site (assume each Student Team has visited the site) and is familiar with the conditions under which the Work is to be performed and the local conditions as related to the requirements of the Request for Design / Build Contract Proposal Documents.
- 2.1.3 The Proposal is based upon the requirements in the Proposal Documents without exception.
- 2.1.4 At the time of submission of the Proposal, Design / Build Contractor and all Subcontractors, regardless of tier, have the appropriate current licenses issued by the State of Arizona Contractors State License Board for the Work to be performed. Additionally, if Design / Build Contractor is a joint venture, at the time of submission of the Proposal, the Design / Build Contractor shall have a joint venture license appropriate for the performance of the work, and each member of the joint venture shall likewise have the appropriate license.

- 2.1.5 Design / Build Contractor has read and shall abide by the nondiscrimination requirements contained in the Proposal Documents.
- 2.1.6 Design / Build Contractor has the expertise and financial capacity to perform and complete all obligations under the Proposal Documents.
- 2.1.7 The person executing the Proposal Form is duly authorized and empowered to execute the Proposal Form on behalf of Design / Build Contractor.
- 2.1.8 Design / Build Contractor is aware of and, if awarded the Contract, will comply with Applicable Code Requirements in its performance of the Work.

ARTICLE 3 - PROPOSAL DOCUMENTS

- 3.1 COPIES
- 3.1.1 Design / Build Contractor may obtain complete sets of the Proposal Documents from the issuing office designated in the Announcement to STEP 2 Pre-qualified Design / Build Contractors for the deposit sum stated therein, if any. If a deposit is required, it will only be refunded if Design / Build Contractor returns the Proposal Documents in good condition no later than 60 days after the Proposal Deadline. The cost of replacement of missing or damaged documents may be deducted from the deposit. The Design / Build Contractor to whom the Contract is awarded may retain the Proposal Documents and will be refunded its deposit.
 - The Quantity of the Proposal Documents which will be provided to the Design / Build Contractors shall be One (1) hardcopy and One (1) electronic copy.
- 3.1.2 Design / Build Contractor shall use a complete set of Proposal Documents in preparing Proposals.
- 3.1.3 The OWNER makes copies of the Proposal Documents available, on the above terms, for the sole purpose of obtaining Proposals for the Work and does not confer a license or grant permission for any other use of the Proposal Documents.
- 3.2 INTERPRETATION OR CORRECTION OF PROPOSAL DOCUMENTS
- 3.2.1 Design / Build Contractor shall, before submitting its Proposal, carefully study and compare the components of the Proposal Documents and compare them with any other work being Proposed upon concurrently or presently under construction which relates to the Work for which the Proposal is submitted; shall examine the Project site (assume each Student Team has visited the site and see 2.1.2), the conditions under which the Work is to be performed, and the local conditions; and shall at once report to OWNER's Representative errors, inconsistencies, or ambiguities discovered.
- 3.2.2 Requests for clarification or interpretation of the Proposal Documents shall be addressed only to the person or firm designated in the Supplementary Instructions to Design / Build Contractors.
- 3.2.3 Clarifications, interpretations, corrections, and changes to the Proposal Documents will be made by Addenda issued as provided in Paragraph 3.5. Clarifications, interpretations, corrections, and changes to the Proposal Documents made in any other manner shall not be binding and Design / Build Contractor shall not rely upon them.
- 3.3 NOT USED

3.4 **NOT USED**

3.5 ADDENDA

- 3.5.1 Addenda will be issued only by the OWNER and/or Owners Representative and only in writing, pictorial form. Addenda will be identified as such and will be mailed or delivered to all who are known by the issuing office to have received a complete set of Proposal Documents and who have provided a street address for receipt of Addenda.
- 3.5.2 Copies of Addenda will be made available for inspection wherever Proposal Documents are on file for inspection.
- 3.5.3 Addenda will be issued such that they should be received by prospective Design / Build Contractors, who have provided a street address (West 1250) for receipt of Addenda, no later than 3 FULL HOURS prior to the Proposal Deadline. Addenda withdrawing the request for Proposals or postponing the Proposal Deadline may be issued anytime prior to the Proposal Deadline.
- 3.5.4 Each Design / Build Contractor shall be responsible for ascertaining, prior to submitting a Proposal, that it has received all issued Addenda.
- 3.6 BUILDER'S RISK PROPERTY INSURANCE
- 3.6.1 The OWNER will provide builder's risk property insurance, with a \$25,000 deductible as required if the requirements of the Project are not excluded by such coverage. A copy of the provisions of the policy will be available for review by Design / Build Contractor at the OWNER's Representative's office issuing the Proposal Documents. Design / Build Contractor agrees that the OWNER's provision of builder's risk property insurance containing said provisions meets the OWNER's obligation to provide builder's risk property insurance under the Contract and, in the event of a conflict between the provisions of the policy and any summary or description of the provisions contained herein or otherwise, the provisions of the policy shall control and shall be conclusively presumed to fulfill the OWNER's obligation to provide such insurance.
- 3.6.2 A copy of the OWNER's Summary of Builder's Risk Insurance Policy for the Project will be provided to the Design / Build Contractor awarded the Contract.

ARTICLE 4 - PRE-PROPOSAL CONFERENCE

4.1 Pre-qualified Design / Build Contractors shall attend the Pre-Proposal Conference at which time the requirements of the Proposal Documents are reviewed by the OWNER, and comments and questions are received from Design / Build Contractors. The OWNER requires all Pre-Proposal Conference attendees to arrive for the meeting on time and to sign an attendance list, which in turn is used to determine if Design / Build Contractor meets this requirements. Any Design / Build Contractor not attending the Pre-Proposal Conference in its entirety will be deemed to have not complied with the requirements of the Proposal Documents and its Proposal will be rejected.

ARTICLE 5 - PROPOSAL PROCEDURES

- 5.1 FORM AND STYLE OF PROPOSALS
- 5.1.1 Proposals shall be submitted on the Proposal Form included with the Proposal Documents. Proposals not submitted on the OWNER's Proposal Form shall be rejected.

- 5.1.2 All blanks on the Proposal Form shall be filled in legibly in **BLUE** ink or be typewritten.
- 5.1.3 Design / Build Contractor's failure to submit a price for any Alternate or unit price will result in the Proposal being considered as non-responsive. If Alternates are called for and no change in the Proposal Sum is required, enter "No Change."
- 5.1.4 Design / Build Contractor shall make no stipulations on the actual Proposal Form nor qualify the Proposal Form in any manner.

The Design / Build Contractor will be allowed to submit a declaration / description / narrative of the Design / Build Contractor's Assumptions, Value Added Alternates, Qualifications, Allowances, Contingencies (if any) as part of the Proposal and included as Proposal Form – Exhibit B. The OWNER will include the items listed on the Proposal Form – Exhibit B in the overall consideration of the proposal. Dollar values should be assigned to these items for Owner consideration. DB teams are encouraged to provide value added alternates and stipulate the increased amount for Owner consideration

- 5.1.6 The Proposal Form shall be signed by a person or persons legally authorized to bind Design / Build Contractor to a contract. Design / Build Contractor's Representative shall sign and date the Declaration included in the Proposal Form. Failure to sign and date the declaration will cause the Proposal to be rejected.
- 5.2 PROPOSAL SECURITY
- 5.2.1 Each Proposal shall be accompanied by Proposal Security (Bid Bond), in the amount of 10% of the Anticipated Contract Value as security for Design / Build Contractor's obligation to enter into a Contract with the OWNER on the terms stated in the Proposal Form and to furnish all items required by the Proposal Documents. Proposal Security (Bid Bond) shall be a Proposal Bond on the form provided by the OWNER and included herein, or a certified check made payable to the OWNER. When a Bond is used for Proposal Security, failure to use OWNER's Proposal Bond form will result in the rejection of the Proposal.
- 5.2.2 If the selected Design / Build Contractor fails to sign the Agreement and/or to furnish all items required by the Proposal Documents within the time limits specified in these Instructions for Design / Build Contractors Proposals, OWNER will disqualify such Design / Build Contractor and select another Design / Build Contractor, or OWNER may reject all Proposals. In such an event, the disqualified Design / Build Contractor shall be liable for, and forfeit to OWNER, the amount of the difference, not to exceed the amount of the Proposal Security, between the amount of the disqualified Proposal and the larger amount for which OWNER procures the Work.
- 5.2.3 If the Design / Build Contractor is awarded the Contract and fails to furnish the performance and payment bonds within 10 days of the OWNER's issuance of the Notice of Intent, OWNER may:
 - .1 Elect to not award a contract for Design / Build Contractor to another contractor, in which case the Design / Build Contractor shall pay to the OWNER, as liquidated damages, \$250,000.
- 5.2.4 If a Proposal Bond is submitted and an attorney-in-fact executes the Proposal Bond on behalf of the surety, a notarized and current copy of the power of attorney shall be affixed to the Proposal Bond. The surety issuing the Proposal Bond shall be, on the Proposal Deadline, an admitted surety insurer (as defined in Arizona Code of Civil Procedure Section 995.120).

- 5.2.5 The OWNER will retain Proposal Security of the unsuccessful Design / Build Contractors until the occurrence of one of the following:
 - .1 All items required by the Proposal Documents have been furnished and the Agreement has been signed by the successful Design / Build Contractor and the OWNER.
 - .2 The specified time has elapsed during which Proposals may be withdrawn.
 - .3 All Proposals have been rejected.
- 5.2.6 OWNERS will retain the Proposal Security of the successful Design / Build Contractor until Design / Build Contractor has furnished the performance and payment bonds
- 5.3 SUBMISSION OF PROPOSALS
- 5.3.1 The Proposal Form, Proposal Security, and all other documents required to be submitted with the Proposal shall be separated from the main document.
- 5.3.2 Proposals shall be deposited at the designated location on or before the Proposal Deadline. A Proposal received after the Proposal Deadline will be subject to the following:
 - Late submittals will be graded at 85% up to 5 minutes late, 75% up to 10 minutes late, 65% up to 15 minutes late.
- 5.3.3 Design / Build Contractor shall assume full responsibility for timely delivery at the location designated for receipt of Proposals.
- 5.4 MODIFICATION OR WITHDRAWAL OF PROPOSAL
- 5.4.1 Prior to the Proposal Deadline, a submitted Proposal may be modified or withdrawn by notice to the party receiving Proposals at the location designated for receipt of Proposals. Such notice shall be in writing over the signature of Design / Build Contractor or by telegram. If notice is by telegram, written confirmation over the signature of Design / Build Contractor shall be mailed and postmarked on or before the Proposal Deadline. A change so made shall be so worded as not to reveal the amount of the original Proposal.
- 5.4.2 A withdrawn Proposal may be resubmitted up to the Proposal Deadline, provided that it then fully complies with the Proposal Requirements.
- 5.4.3 Proposal Security shall be in an amount sufficient for the Proposal as modified or resubmitted.

ARTICLE 6 - CONSIDERATION OF PROPOSALS

- 6.1 OPENING OF PROPOSALS
- 6.1.1 Proposals which have the required identification as stipulated in 5.3, and are received on or before the Proposal Deadline, will be opened <u>privately</u> by the OWNER.
- 6.2 REJECTION OF PROPOSALS
- 6.2.1 OWNERS will have the right to reject all Proposals.

- 6.2.2 OWNERS will have the right to reject any Proposal not accompanied by the required Proposal Security or any other item required by the Proposal Documents, or a Proposal which is in any other way materially incomplete or irregular.
- 6.3 AWARD / SELECTION
- 6.3.1 OWNER will have the right, but is not required, to waive nonmaterial irregularities in a Proposal and to accept the Proposal as determined by OWNER.
- 6.3.2 OWNER will have the right to accept Alternates in any order or combination, unless otherwise specifically provided in the Proposal Documents.
- 6.3.3 OWNERS will determine the SELECTION OF THE Design / Build Contractor on the following basis:
 - 6.3.3.1 The Design / Build Contractor's Anticipated Contract Value Sum plus all unit prices, multiplied by their respective estimated quantities as stated in the Proposal Form, if any, plus the compensation for delay multiplied by the "multiplier" as stated in the Proposal Form, plus the amounts of all accepted Alternates (if any) will determine the TOTAL Anticipated Contract Value Sum. The TOTAL Anticipated Contract Value Sum will be the sum viewed by the Selection Committee / Judging Panel as one of the criteria of the Scoring Matrix.
 - 6.3.3.2 The Selection Committee / Judging Panel will review the remainder of the Design / Build Contractor's Design / Build Contractor Proposal Submittal Packages and conduct the Interview/Presentation and establish a score for the proposal based on the "Scoring Matrix" with specific emphasis on the RFP Objectives set forth in the problem statement.
 - 6.3.3.3 The Design / Build Contractor awarded the project, will be the Design / Build Contractor that receives the highest point total from the Selection Committee (Judging Panel). The highest point total will be the net sum of the accumulated points awarded to the Design / Build Contractor, as determined from the grading criteria set forth in the "Scoring Matrix".

The OWNER considers that Design / Build Contractor accumulating the highest total points represents the greatest probability of that Design / Build Contractor providing the overall highest level of cost effective, quality design, and construction, and the firm that has presented the firm's ability, project team, as well as skill and professionalism in executing a design / build project of this nature.

- 6.3.4 The OWNER will select the Design / Build Contractor and notify such Design / Build Contractor on OWNER's form within 50 days (unless number of days is modified in Supplementary Instructions to Design / Build Contractors) after the Proposal Deadline or reject all Proposals. Within 10 days after receipt of notice of selection as the Design / Build Contractor, the Design / Build Contractor shall submit to each OWNER all of the following items:
 - .1 Two originals of the Agreement signed by Design / Build Contractor.
 - .2 Written certification from Design / Build Contractor's surety company that it has encumbered an amount equal to the Anticipated Contract Value Sum.
 - .3 Certificates of Insurance on form provided by each OWNER

- .4 Not Used
- .5 Selection of Retention Options and Escrow Agreement for Deposit of Securities in Lieu of Retention and Deposit of Retention. If not submitted, each OWNER will withhold retention.
- .6 List of types of work or specific trades that the Design / Build Contractor intends to self-perform from those identified in the Supplementary Conditions.
- 6.3.5 Prior to award of the Contract, the OWNER will notify Design / Build Contractor in writing, if the OWNER, after due investigation, objects to any Sub-Consultant / Subcontractor or Key Personnel proposed by Design / Build Contractor, in which case Design / Build Contractor shall propose a substitute acceptable to OWNER. Failure of OWNER to object to a proposed Sub-Consultant / Subcontractor or Key Personnel prior to award shall not preclude the OWNER from requiring replacement of Sub-Consultant Subcontractor or Key Personnel based upon information received subsequent to award, information which cannot be properly evaluated prior to award due to time constraints, or information relating to a failure to comply with the requirements of the Contract.
- 6.3.6 If Design / Build Contractor submits two originals of the signed Agreement and all other items required to be submitted to OWNER within 10 days after receipt of notice of selection as the Design / Build Contractor , and if all such items comply with the requirements of the Proposal Documents and are acceptable to the OWNER, OWNER will award the Contract to Design / Build Contractor by signing the Agreement and returning a signed copy of the Agreement to Design / Build Contractor.
- 6.3.7 If OWNER consents to the withdrawal of the Proposal of the selected Design / Build Contractor, or the selected Design / Build Contractor fails or refuses to sign the Agreement or submit to OWNERS all of the items required by the Proposal Documents, within 10 days after receipt of notice of selection, or that Design / Build Contractor is not financially or otherwise qualified to perform the Contract, OWNER may reject such Design / Build Contractor Proposal and select the next Design / Build Contractor, until all Proposals are exhausted, or reject all Proposals.

ARTICLE 7 - PROPOSAL PROTEST

- 7.1 FILING A PROPOSAL PROTEST
- 7.1.1 No Design / Build Contractor, person, or entity may file a Proposal protest.

SUPPLEMENTARY INSTRUCTIONS

FOR

DESIGN / BUILD CONTRACTOR PROPOSALS

- Contract Time:
 - A. Contract Time is **585** calendar days for Design and Construction.
- 2. Not Used
- 3. Anticipated Contract Value is \$40,000,000 to \$50,000,000
- 4. Requests for clarification or interpretation of the Proposal Documents shall be addressed only to:

McCarthy Building Companies, Inc. – Owner's Representative
1100 Nugget Avenue
Sparks, Nevada 89431
Room West Tower 1250
Attn: Bryan Kuster

- 5. The Pre-Proposal Conference will be conducted at the time, day, and place indicated in the STEP 2 Notice to Pre-qualified Design / Build Contractors. (Attendance at Pre-Proposal Conference is mandatory.)
- 6. One (1) Hard Copy in 3-ring binder and (1) electronic flash drive copies copy of STEP 2 Request for Proposal Submittal Packages (written supplement) and One (1) original Proposal Form and Proposal Bond will be received no later than 10:00pm, Thursday, February 6, 2014 will be received only at:

McCarthy Building Companies, Inc. – Owner's Representative 1100 Nugget Avenue Sparks, Nevada 89431 Room West Tower 1250 Attn: Bryan Kuster

- 7. Proposals will be opened **privately by the OWNER**.
- 8. Design / Build Contractor will be assessed as liquidated damages the sum of \$2,500 for each day the Work remains incomplete beyond the expiration of the prescribed Substantial Completion Date and \$1,500 for each day the Work remains incomplete beyond the expiration of the prescribed Final Completion Date.
- 9. Not Used
- 10. Not Used
- 11. **STEP 2** Request for Proposals of Design / Build Contractor:

The STEP 2 – Request for Proposals will involve an interview (identified as STEP 3) with the principals of the Design / Build Contractor, and the proposed Project Team. At this time, the Design / Build Contractor, is required to confirm the assignment of staff to the project. Substitution of project staff named in the STEP 1 – Design / Build Contractor prequalification MAY (at the OWNER's discretion) result in the Proposal being considered non-responsive.

Specific STEP 2 - Request for Proposals submittal requirements and evaluation process are described in detail in the attached documents.

- 11a. **STEP 3** Presentation / Interview of Pre-qualified Design / Build Contractors. The OWNER will conduct interviews with only those Pre-qualified Design / Build Contractors who responded to and submitted the **STEP 2** Request for Proposal Submittal Package.
- 12. OWNER Design / Build Contractor Selection Activity Plan Overview:

Step 1 - Design / Build Contractor Pre-qualification (previously completed)

- Interested Firms submit the Step 1 Design / Build Contractor Pre-qualification
- The OWNER will open the submitted Step 1 Design / Build Contractor Prequalification
- The OWNER will review the submitted Step 1 Design / Build Contractor Prequalification
- The OWNER will select firms to continue to Step 2 Request for Proposal

Step 2 - Pre-qualified Firms Respond to the Request for Proposals

- Pre-qualified Design / Build Contractors submit their STEP 2 Request for Proposal Submittal Package (both written and electronic copy of proposal supplement and proposal form)
- The OWNER will open the STEP 2 Request for Proposal Submittal Package (both written and electronic copy of proposal supplement and proposal form)
- The OWNER will review all the submitted STEP 2 Request for Proposal Submittal Package (both written and electronic copy of proposal supplement and proposal form)
- The OWNER will evaluate and score each submittal with regards to the outlined RFP Objectives outlined in the Step 1 information and subsequent information contained within the Step 2 documents.

Step 3 - Presentation / Interview

- The OWNER will conduct interviews with Pre-qualified Design / Build Contractors who responded to and submitted the Step 2 – Request for Proposal Submittal Package.
- The OWNER will score each submittal as supplemented by this interview.
- The OWNER will make selection of their Design / Build Contractor and issue the letter of intent to award

The paragraphs above represent a general description of the Proposal and contract process. The specific requirements of the referenced agreements shall govern in case of a conflict with the foregoing.

- 13. Proposal Forms will be **privately opened**
- 14. Each of the STEP 1 Pre-qualified Design / Build Contractors will be provided STEP 2 Request for Proposal Documents and preliminary drawings, if any, in the quantity as determined by the OWNER. By participating in the STEP 2 process, Design / Build Contractors acknowledge that the preliminary drawings, if any, are intended for use only in conjunction with STEP 2 Request for Proposal.

15. Details of the Design / Build Contractor Selection and Proposal Process:

- A. Each STEP 1 Pre-qualified Design / Build Contractor's attention is called to the fact that OWNER-issued forms have not been previously provided for the STEP 2 Request for Proposal Submittal Package and must be independently prepared in its entirety.
- B. As detailed below, **STEP 1** Pre-qualified Design / Build Contractors shall submit, prior to the Proposal deadline, the **STEP 2** Request for Proposal Submittal Package which includes the following:

One (1) Hard Copy in 3-ring binder and (1) electronic copy – STEP 2 Request for Proposal Packages (written supplement)
One (1) – STEP 2 - Proposal Form & Proposal Bond.

These packages shall be identified with the Project name and Design / Build Contractors Team Name as well as School Name. The **STEP 2** - Proposal Form & Proposal Bond shall be enclosed with the notations "STEP 2 – REQUEST FOR PROPOSAL" and "SEALED PROPOSAL ENCLOSED" on the face thereof.

- C. The OWNER will open the entire **STEP 2** Request for Proposal Submittal Packages, review, and if necessary, request clarifications.
- D. STEP 3 Presentation / Interview. Each firm that provided STEP 2 Request for Proposal Submittal Packages to the OWNER will then make a presentation to and be interviewed by the Selection Committee/Judging panel. Fifty (50) minutes will be allotted for the Presentation-Interview for the New Student High School. Each firm will be allotted five (5) minutes for their set-up; Twenty (20) minutes for their formal presentation, twenty (20) minutes interactive Q&A and ten (10) minutes for general Q&A; and five (5) minutes for exiting.

Any portion of the Design / Build Contractor's Project Approach in the STEP 2 – Request for Proposal Submittal package may be covered in the STEP 3 - Presentation/Interview. The presentation/interview is intended to supplement (not supplant) the requirements of the written submittal, however the Design / Build Contractor is encouraged to present the key aspects of their project approach, project solution, execution, and firms ability to ensure success of the project.

The Presentations-Interviews for the **New Student High School** will be held at the **JA Nugget, Conference Room Bonanza B**

The OWNERS will conduct the Presentations/Interviews for the New Student High School on Friday, February 7, 2014. Schedule will be posted at 6:45am.

Each firm is expected to focus on the specific project components and more specifically, the design concept, compliance with design guidelines, preconstruction and design management approach, the total project costs including design and construction, project management, project schedule, project closeout, quality assurance and quality control, site utilization and site personnel safety programs of work performed by own forces and work performed by subcontractors. Overall team capability is viewed as favorable to the extent that Design / Build Contractor's Proposals demonstrates its relevance to the aforementioned and to specific aspects of the **New Student High School**.

At minimum, the STEP 1 – Pre-qualified Design / Build Contractors shall be represented in the Presentation/Interview by the individuals that have been presented in the organizational chart provided in the Step 1 documents. Additional participants from the Design / Build Contractors are at the Design / Build Contractor's discretion. It is requested that participants be limited to those individuals specifically related in some capacity to the project performance and delivery.

At the conclusion of the Presentations/Interviews, both the STEP 2 – Request for Proposal Submittal Packages and the Presentations/Interviews performance will be evaluated by the OWNERS based on a pre-established scoring system (see STEP 2 - QUALIFICATION SUBMITTAL AND INTERVIEW - SCORING MATRIX attached in the *Information Available to Design / Build Contractors* section following these Supplementary Instructions

16. Step 2 – Request for Proposal Submittal Package Detailed Submittal Requirements:

Submit One (1) Hard Copy in 3-ring binder and (1) electronic of the **STEP 2** – Request for Proposal Submittal Packages. For the Request for Proposal Submittal Package (written & electronic supplement) NO material shall be larger than 11" x 17" and shall contain no more than **Thirty** (30) sheets of information, excluding tabs, separator sheets, etc. A copy of any full size floor plan drawings and building elevation drawings may be used by the Proposing Design / Build Contractor during the Interview/Presentation and will be retained by the OWNERS for judging purposes.

17. Components of the Request for Proposal Submittal Package (written supplement) (Basis for Scoring) - Submit component information requested with tab separators between each component item.

1. Compliance with Intent of Design Guidelines:

Provide written statement of design concept and design narrative to support your team's approach to the project including goals, expected design constraints, opportunities, and results expected. Establish adherence to design guidelines, design requirements and project minimums.

- Design (Minimum Submission)
 - Site Plan with building footprint as required
 - o General Floor Plans w/ specific uses identified for each area
 - Pedestrian and Vehicle Flow Diagrams
 - o At least one Exterior Elevation to communicate design intent

2. Preconstruction & Design Management Approach:

STEP 1 – Pre-qualified Design / Build Contractors must demonstrate its established Preconstruction and Design Management abilities including, but not limited to, Owner / User Group meetings, meeting scheduled design milestones, budget management, subcontracting process, working with governing authority, permitting process, key personnel including Design Manager and staff resources.

Submit the following:

 Provide narrative and any supplemental graphical representations that describes your approach to managing the design and Owner approval process from Schematic level thru 100% Construction Documents.

- Provide a design schedule including the design milestones necessary obtain the necessary permit(s) to proceed with construction. Show the specific timeline in calendar days from Schematic Design to Final Permitting Approval.
- Address the subcontracting process and your approach to bidding the work packages. Specifically address the timeframe for bidding the work and strategies, if any, with early bid packages to expedite the construction phase.

3. Estimating / Pricing:

STEP 1 – Pre-qualified Design / Build Contractors to demonstrate its established job cost management and control approach including, but not limited to, cost management and cost estimating, cost modeling methods, cost tracking programs, and real-time budgeting and the necessary resources to manage this effort.

Submit the following:

- Cash flow analysis or predicted expenditure for this Project during the design phase (include breakdown by all design phases) and construction phase (including a mobilization line item if applicable) combined jointly into a document which provides the following;
 - Provide Graphic Representation
 - Provide Numeric Table (cost/expenditure per month and cumulative)
- Describe your approach to managing the Subcontractor change order process
- Narrative description of Value Engineering process with any graphical representations if applicable.

4. Project Management

Design / Build Contractor is to demonstrate superior project administration, scheduling and procurement management, construction logistics planning, safety, quality assurance / quality control plan, subcontractor management, commissioning, close-out and any other aspects of project management and administration.

Scheduling

Design / Build Contractor is to demonstrate ability to sequence major activities of this project and to manage relationships among project constraints and technical issues. Evaluation will consider demonstrated understanding of potential design and technical issues, opportunities, and constraints, and ability to integrate logically. Project completion time is not a factor in evaluation of this element, although Design / Build Contractor shall observe the Contract Time stated in the Agreement.

Written Submittal (Narrative) shall include:

- Preliminary Schedule with critical path.
- Preliminary Schedule should include enough detail to describe and establish the critical path but should also include the following Milestone Activities:
 - -Notice to Proceed
 - -Design Milestones
 - -Design Complete/Construction Documents Complete
 - -Plan check and permitting complete

- -Trade/Subcontractor Package Bidding
- -Start Construction
- -Identify Critical Procurement / Long Lead Items
- -Building(s) Structure Complete
- -Building(s) Exterior Envelope Complete
- -Building(s) MEP Rough In Complete
- -Start of Building(s) Finishes
- -Start of Building(s) Commissioning
- -Substantial Completion
- -Final Completion
- Identify and discuss the potential critical path, activity relationships, controlling resources, and the reasoning and challenges of the particular series of activities that reflect this critical path.
- Demonstrate understanding and approach of the following:
 -What method does your firm employ to measure construction progress?

Schedule submittal is to include, minimally, a bar chart created on Primavera P3 or P6, SureTrak, or Microsoft Project with descriptive material sufficient to address requirements listed above.

For the purposes of **STEP 2** – Request for Proposal Submittal Package Schedule Logic submittal only, assume a <u>CONTRACT</u> start date of **Jan 1, 2015**.

Subcontractor Management

- Describe your process/procedures of subcontractor pregualification
- Describe your process / procedures for Bid Package / Scope Development
- Describe your approach to bid package evaluations and recommendations to Owner
- Describe you Subcontractor Management Procedures including but not necessarily limited to managing performance, schedule adherence, safety and quality.

Site Utilization Plan / Site Logistics

Demonstrate the Design / Build Contractor's understanding of, and conceptual approach to, management of the physical challenges and constraints of the project site, and the surrounding environment. Given a Educational Facility environment, specifically address your approach to minimizing campus disruptions and maintaining a safe environment for the campus during the course of work.

Submit the following:

Site plan drawing(s), scaled accordingly, indicating potential material staging areas, locations(s) of major equipment locations for various phases of the Project, office trailers, storage containers, and debris boxes, management of pedestrian access in front of the site, management of surrounding environment as affected by construction (e.g. parking, transportation, deliveries), management of construction impacts on adjacent buildings and other activities.

Safety Program

Show that the Pre-qualified Design / Build Contractor can demonstrate its approach to Safety during construction and execution of comparable projects, and to demonstrate the proposed application of this approach to the technical and management challenges of this project.

Submit the following as a minimum:

- Corporate staff resources assigned to development and administration of safety policies and procedures;
- Written outline (one page maximum) of proposed Safety program for this project.

Quality Assurance / Quality Control

STEP 1 – Pre-qualified Design / Build Contractors to demonstrate its approach to design, construction document, construction and management quality in the execution a the project, and to demonstrate the proposed application of this approach to the technical and management challenges of this project. Show that the Pre-qualified Design / Build Contractor can demonstrate its approach to Quality Assurance / Quality Controls during the course of work. Provide and insight of your overall quality philosophy.

Submit the following as a minimum:

- Outline or table of contents along with synopsis of STEP 1 Prequalified Design / Build Contractors written corporate quality control program;
- Written outline (one page maximum) of proposed quality control program for this project.
- Describe approach and procedures to field quality control. Include any graphical examples of tools and/or procedures for implementation in this regard.

Value Added Voluntary Alternates (ref. Proposal Form Exhibit B)

 DB teams are encouraged to provide value added alternates and stipulate the increased amount for Owner consideration.

5. Project Staff

Demonstrate that the Pre-qualified Design / Build Contractor staff has the resources and collective capabilities as proposed for this assignment to support the specific needs of this project.

- a. Provide the following as a minimum:
 - Project Organization Structure: Describe and define the role of the Design staff, Design Consultants, Outside Agencies, The Construction Staff and the Construction home office support staff and their interaction with Construction field staff.
 - List all staff to be assigned to preconstruction services.

Staff Commitment:

It is the OWNER's intent that each STEP 1 – Pre-qualified Design / Build Contractor shall propose and commit qualified and experienced staff in those positions and in such quantities as STEP 1 – Pre-qualified Design / Build Contractor believes prudent and necessary for the administration, management, and direction of the Work in accordance with the *Agreement*. Where STEP 1 – Pre-qualified Design / Build Contractor's titles for positions differ from the following, STEP 1 – Pre-qualified Design / Build Contractor shall state its equivalent titles for each position.

The following is <u>minimum</u> sample listing of Staff Commitment: (STEP 1 – Prequalified Design / Build Contractor shall commit the Staff to the Project as described in their response to this section)

- Project Executive(s) (Design/Construction) indicate the percentage of the individual's commitment (10% of time/week, 20% of time/week, etc.) to this Project over what periods/phases of the project.
- Design Architect / Manager (during design/ pre-construction) indicate the percentage of the individual's commitment to this Project.
- Project Manager (full-time and on-site construction) indicate the percentage of the individual's commitment to this Project, if any during preconstruction.
- Project Superintendent (full-time and on-site construction) indicate the percentage of the individual's commitment to this Project, if any during preconstruction.
- Pre-construction Manager (part-time during pre-construction) indicate the percentage of the individual's commitment
- Project Engineer (full-time and on-site during construction).

Note that the above staff commitment does not necessarily constitute demonstration of appropriate staffing plan. It is the responsibility of the Project Team to determine the appropriate staffing requirements for the project, based on the proposed design.

PROPOSAL FORM

FOR:	New Student High School			
PROPOSAL TO:	McCarthy Building Compan Nugget Reno, Nevada Room: <u>West Tower 1250</u> Attn: Bryan Kuster	ies, Inc. (Owner's I	Representative)	
PROPOSAL FROM:	(Company Na	me of Design / Proj	ect Team)	
		(Address)		
	(City)	(State)	(Zip Code)	
		/		
	(Telephone Number)		(Fax Number)	
	(Date	Proposal Submitte	d)	

Note:

All portions of this Proposal Form must be completed and the Proposal Form must be signed before the Proposal is submitted. Failure to do so will result in the Proposal being rejected as non-responsive.

1.0 DESIGN / BUILD CONTRACTOR REPRESENTATIONS

Design / Build Contractor, represents that a) it, and all Subcontractors, regardless of tier, have the appropriate current and active Contractor's license required by the State of Arizona and the Proposal Documents; b) it has carefully read and examined the Proposal Documents for the proposed Work on this Project; c) it has examined the site of the proposed Work and all Information Available to Proposing Firms; d) it has become familiar with all the conditions related to the proposed Work, including the availability of labor, materials, and equipment. Design / Build Contractor hereby offers to furnish all labor, materials, equipment, tools, transportation, and services necessary to complete the proposed Work on this Project in accordance with the Contract Documents. Design / Build Contractor represents that the Key Personnel identified in its Prequalification submittal shall be the personnel provided pursuant to the corresponding provisions of the contract, if the contract is awarded to the Design / Build Contractor. Design / Build Contractor further agrees that it will not withdraw its Proposal within 60 days after the Proposal Deadline, and that, if it is selected, that it will, within 10 days after receipt of notice of selection, sign and deliver to OWNER the Agreement in triplicate and furnish

to OWNER all items required by the Proposal Documents. If awarded the Contract, Design / Build Contractor agrees to complete the proposed Work for within 585 calendar days after the date of commencement specified in the Notice to Proceed.

2.0 ADDENDA

Design / Build Contractor acknowledges that it is Design / Build Contractor's responsibility to ascertain whether any Addenda have been issued and if so, to obtain copies of such Addenda from OWNER at the appropriate address. Design / Build Contractor therefore agrees to be bound by all Addenda that has been issued for this Proposal.

Desig	n / Build Contractor has received and reviewed the following Proposal Addenda
3.0	ANTICIPATED CONTRACT VALUE SUM:
	\$ (Place figures in appropriate boxes.)
	Complete Proposal Form – Exhibit A – for CSI Format Presentation of Design Build Contractor's Anticipated Contract Value Sum
4.0	ALLOWANCES INCLUDED IN THE ANTICIPATED CONTRACT VALUE SUM:
	Design / Build Contractor shall include in the Anticipated Contract Value Sum, stated in paragraph 3.0, the following allowances if stipulated in the contract documents:
	Allowance 1: \$
	Allowance 2: \$
	Allowance 3: \$
5.0	INITIAL CONTRACT SUM

The initial Contract Sum will be the Anticipated Contract Sum Value stated in paragraph 3.0 of this proposal form. The Contract Sum to be adjusted upon completion of the design phase and competitive bidding of the Trade/Subcontractor Package work as described in the Contract Documents and as mutually agreed to by OWNER and Design / Build Contractor, along with adjustments for any design changes requested by the Owner after the completion of the Design/Preconstruction phase of the project.

6.0 SELECTION OF THE DESIGN / BUILD CONTRACTOR

Refer to the Instructions to Design / Build Contractors for selection of Design / Build Contractor.

	New Student High School Demo & Rebuild
7.0	NOT USED
8.0	DAILY RATE OF COMPENSATION FOR COMPENSABLE DELAYS
	Design / Build Contractor shall determine and provide below the daily rate of compensation for any Compensable Delay caused by the Owners at any time during the performance of the Work for Phase 2 (only):
	\$ X 30 multiplier (Place figures in appropriate boxes.)
	ERS will perform the extension of the daily rate times the multiplier, and the following ation to determine the TOTAL Anticipated Contract Value Sum.
	Anticipated Contract Value Sum (3.0): \$
	+
	(leave blank)
	Total Anticipated Contract Value Sum: \$ (leave blank)
each of Work the De Project number estimate will particularly and the project of	aily rate shown above will be the total amount of Design / Build Contractor entitlement for day of Compensable Delay caused by Owner at any time during the performance of the (Phase 2 only) and shall constitute payment in full for all delay costs, direct or indirect, of esign / Build Contractor and all persons and entities under Design / Build Contractor on the ct, including without limitation all subcontractors added by Contract Amendment. The er of days of Compensable Delay shown as a "multiplier" above is not intended as an ate of the number of days of compensable delay anticipated by the Owners. The Owners ay the daily rate of compensation only for the actual number of days of Compensable delay as defined in the General Conditions; the actual number of days of compensable delay be greater or lesser than the "multiplier" shown above.
9.0	PROPOSAL ALTERNATE
	The Owner MAY Solicit Alternates Via Addendum
10.0	NOT USED
DESIG	GN / BUILD CONTRACTOR INFORMATION
TYPE	OF ORGANIZATION:

(Corporation, Partnership, Individual, Joint Venture, etc.)

If a corporation, corporation is organized under the laws:

STATE OF ______. (State)

	NAME OF PRESIDENT OF THE CORP	<u>ORATION</u> :
	(Insert Name)	
	NAME OF SECRETARY OF THE CORE	PORATION:
	(Insert Name)	
	ARTNERSHIP, NAMES AND TITLES OF ER AND ALL GENERAL PARTNERS:	PERSONS SIGNING THE BID ON BEHALF OF
	PERSONS SIGNING ON BEHALF OF E	BIDDER:
	(Insert Nam	es and Titles)
	ALL GENERAL PARTNERS:	
	(Insert	Names)
ARIZO	ONA CONTRACTORS LICENSE(S):	
(Name	e of Licensee)	
	ification) (License No or Joint Venture, list Joint Venture's licens	umber) (Expiration Date) se and licenses for all Joint Venture partners.)
12.0	REQUIRED COMPLETED ATTACHME	<u>NTS</u>
The fo	ollowing documents are submitted with an	d made a condition of this Bid:
	1. Proposal security in the form of	(Proposal Bond or Certified Check)
13.0	DECLARATION	
	I,(Printed name)	, hereby declare that I am the
	of	
	(Title)	(Name of Firm)

submitting this Proposal Form; that I am duly authorized to execute this Proposal Form on behalf of Design / Build Contractor; and that all information set forth in this Proposal Form and all attachments hereto are, to the best of my knowledge, true, accurate, and complete as of its submission date.

I declare, under pe	nalty of perjury,	that th	e foregoi	ing	is true	e a	nd corr	ect ar	d that this
declaration was executed a	t:		_(Name	of	City	if	within	City,	otherwise
Name of County), State of _		_, on					<u>_</u> .		
	(State)		(Date)						
					(Sig	gnat	ture)		
			(I	Nam	ie – Ty	/pe	d or Prin	ted)	

PROPOSAL FORM – EXHIBIT A

CSI FORMAT OF ANTICIPATED CONTRACT VALUE SUM:

CSI	Description	Anticipated Contract	Square Foot Cost
Division		Value Sum:	(based on Bldg. SF)
Division 1	Minimum General Requirements Work		
Division 1	 General Requirements – Trade/Subcontractor Bid Packages (if any) 		
Division 2	— Site Construction		
Division 3	— Concrete		
Division 4	— Masonry		
Division 5	— Metals		
Division 6	— Wood and Plastics		
Division 7	— Thermal and Moisture Protection		
Division 8	— Doors and Windows		
Division 9	— Finishes		
Division 10	— Specialties		
Division 14	— Conveying Systems		
Division 15	— Mechanical		
Division 16	— Electrical		
Division 17	— Security/Fire Alarm		
	Design Services / Fees – Complete , including Permitting, Construction Administration & Closeout		
	General Conditions – Pre- Construction and Construction		
	Trade/Subcontractor Bonds (if any)		
	Construction - Liability Insurance		
	Design/Build Contractor Bond		
	Permits, Fees, & Assessments		

Taxes (assumed 7.5625%)	
Design and Construction Contingency	
Escalation (if any)	
Design / Build Contractor Fee	
TOTAL	

Include as part of this Exhibit all proposal quantity take-offs, recapitulations to support how the Design/Build Contractor came to the quantities, labor, and equipment requirements to determine the Anticipated Contract Value sum, OR provide a narrative to describe the processes (cost data) how you arrived at the Anticipated Contract Value sum.

PROPOSAL FORM – EXHIBIT B

<u>DESIGN / BUILD CONTRACTOR'S ASSUMPTIONS, VOLUNTARY VALUE ADDED ALTERNATES, QUALIFICATIONS, ALLOWANCES, CONTINGENCIES</u> (if any):

Add an additional page if needed (2 pages maximum)

ITEM / DESCRIPTION

AMOUNT (\$), if applicable

1.

2.

PROPOSAL BOND (Enter Fictitious Information for Name of Surety)

That we(Nan	ne of Design/Build Contractor)
(,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	
as Principal , and	as Surety, are held
and firmly bound unto THE OWNER, hereina	ne of Surety) fter called THE OWNER,
CONTRACT VALUE SUM) for payment of wh	ount to be 10% of Design Build Contractors ANTICIPATED nich in lawful money of the United States, well and truly to be s, administrators, successors, and assigns, jointly and
THE CONDITION OF THE ABOVE OBLIGATION has submitted a Proposal for the work described to	
New Student High School	
Proposal Deadline, as defined in the Proposa	ndraw said Proposal within the time period specified after the I Documents, or within 60 days after the Proposal Deadline d as the Design / Build Contractor, Principal shall, within the ents, do the following:
(2) File two bonds with THE OWNER, one to payment for labor and materials, as required	scribed form, in accordance with the Proposal. guarantee faithful performance and the other to guarantee by the Proposal Documents. her items as required by the Proposal Documents.
time period be specified, or the disqualification such agreement and furnish such bonds, cert Proposal Documents, if Principal shall pay to exceed the amount hereof, between the amount hereof.	al within the time period specified, or within 60 days if no n of said Proposal due to failure of Principal to enter into ificates of insurance, and all other items as required by the THE OWNER an amount equal to the difference, not to unt specified in said Proposal and such larger amount for ork covered by said Proposal, if the latter be in excess of the roid, otherwise to remain in full force and effect.
In the event suit is brought upon this bond by and costs incurred by THE OWNER in such s	THE OWNER, Surety shall pay reasonable attorneys' fees suit.
IN WITNESS WHEREOF, we have hereunto	set our hands thisday of, 2014.
Principal:(Name of Firm) By:	Surety:
Title:	Title:
Address for Notices:	

INFORMATION AVAILABLE TO DESIGN / BUILD CONTRACTORS

STEP 2 - QUALIFICATION SUBMITTAL AND INTERVIEW - SCORING MATRIX

DESIGN / BUILD CONTRACTOR SCOPE OF WORK AND DESIGN NARRATIVE

ARTICLE 8 - MINIMUM GENERAL REQUIREMENTS WORK

EXHIBIT 1 - PRELIMINARY DRAWINGS TO ACCOMPANY THE REQUEST FOR PROPOSALS:

SITE PLAN

SCORING MATRIX

STEP 2 - QUALIFICATION SUBMITTAL AND INTERVIEW - SCORING MATRIX

Late submittals will be graded at 85% up to 5 minutes late, 75% up to 10 minutes late, 65% up to 15 minutes late. Do not turn in after 10:15 p.m.

			Maximum	
	١		Points	Points
Component			Available	Awarded
	SIGN	/ BUILD CONTRACTOR PREQUALIFICATION PACK	AGE	1
1		Overall Prequalification Presentation		
		Subtotal	TBD	
	SIGN	/ BUILD CONTRACTOR - RESPONSE TO PROPOSA	L PACKAGE	1
1		Project Design		
	а	Overall Design Concept		
	b	Design Narrative		
	С	Adherence to Design Requirements		
		Subtotal	TBD	
2		Preconstruction / Design Management		
	а	Design Management		
	b	Design Schedule Timeframe		
	О	Bidding Strategies to Expedite Construction		
		Subtotal	TBD	
3		Bid Proposal / Cost Proposal		
	а	Most Accurate Bid/Cost Proposal – 5 Points		
		2nd Bid/Cost Proposal – 4.5 Points		
		3rd Bid/Cost Proposal – 4 Points		
		4th Bid/Cost Proposal – 3.5 Points		
		5th Bid/Cost Proposal – 3 Points		
		6th Bid/Cost Proposal – 2 Points		
		7th Bid/Cost Proposal – 1 Points		
		8 th and beyond Bid/Cost Proposal – 0 Points		
		Cost Management / Estimating / Pricing		
	b	Cash flow / Predicted Expenditure Presentation		
	C	Value Engineering		
		Subtotal	TBD	
4		Project Management	100	
		Scheduling		
	а	Project Schedule - Overall Timeline		
	b	Critical path logic development, and discussion,		
	D	activity relationships, activity sequencing		
		Management of Subcontractor/Trade Contractors		
	d	Procedures for Subcontractor/Trade Contractor		
	u	Prequalification		
	е	Bid Package Development / Scope Development		
	f	Recommendations for Bid Packages		
	-	Site Utilization Plan / Site Logistics		
	~	Proposed materials staging areas		
	g	Proposed major construction equipment locations		
	h :			
	i	Site location for office trailers, storage containers,		
	:	and debris boxes		
	J	Management of pedestrian and disabled access		
	k	Management of construction impacts on adjacent		

		buildings		
		Safety Program		
	I	Safety program & Corporate resources		
	m	Written Safety Outline		
		Quality Control Program		
	n	Written outlines		
	0	Quality control program & Corporate resources		
		Subtotal	TBD	
		Bid Proposal Form – Exhibit B		
	р	Consider "Value added" to the Owner from the Proposal; such as customer service approach		
		related to design/construction services, alternatives in materials, construction means/methods.		
		Subtotal	TBD	
5		Project Staff		
	а	PROJECT Staffing Plan / PROJECT Organization Chart		
		Subtotal	TBD	
STEP 3 - OR	AL PI	RESENTATION / INTERVIEW		
	а	Presentation Materials - Floor Plans / Elevations		
	b	Oral Presentation		
	С	Teamwork		
	d	Response to Judging Panels Questions		
		Subtotal	TBD	
		Total Available Points	100	1
		Design / Build Contractor - Total Score	100	



New Student High School

Prepared by: Executive Architect Structural Engineer Mechanical Engineer Electrical Engineer McCarthy

Not for Construction For Design / Build Contractor Proposals

1. GENERAL DESCRIPTION OF DESIGN / BUILD CONTRACTORS CONTRACTUAL SCOPE OF WORK:

The successful Design/Build Contractor will be responsible for design, preconstruction, construction, and post construction services including, but not limited to: overall design of the Project including all engineering disciplines; (structural systems, mechanical, electrical, plumbing systems, exterior enclosure systems, etc. – within the basic standards and criteria required), cost analysis; review of availability of various materials and labor; design and construction feasibility of various building materials, systems and equipment; construction document development, review and coordination; constructability review; development of the project design and construction schedule including recommendations for scheduling of purchase of long lead items; coordination with the governing authority(s), review and approval process; obtain all necessary permits for construction of the project from the authorities and agencies having jurisdiction; develop bid packages for subcontractors/suppliers/vendors, etc.; pre-qualify and review subcontractor bids; procure subcontracts for the work by use of competitive bidding procedures and make recommendations to the Owners for procurement of subcontractors which provide the Owners with the best value; subcontract directly for all of the bid work (Owners will have no direct relationship with subcontractors); and prosecute the construction of the project with the utmost skill and professionalism.

The proposal shall illustrate the design intent showing the general program of what is being proposed which should include, at a minimum, the following:

- a. Layout footprint of the building(s) and how they are incorporated into the site, along with any site improvements that are being proposed.
- b. Building elevations that show how each element will appear from a street level point of view from all major orthogonal elevations.
- c. Floor plan layouts of each floor with the major program elements identified, including pedestrian and vehicular ingress/egress requirements, mechanical shafts, and architectural features.
- d. Not required but encouraged to provide any sketch-up modeling or similar, to convey the architectural intent.

The Owner is seeking a design build entity that can provide timeless design that is both sustainable and easily maintained with-in a responsible budget and delivered on time.

2. WORK NOT INCLUDED IN DESIGN / BUILD CONTRACTOR'S SCOPE OF WORK:

The design build entity shall be responsible for coordinating with and working with the owner's consultants and contractors for the following items.

a. Graphic signage that is not required by the Arizona Building Code.

3. DESIGN NARATIVE / DETAILED SCOPE

The New Student High School is located on a 40-acre property in Arizona. Currently a Performing Arts Center, Main Competition Gym and Auxiliary gym are located on the property and are to remain. A temporary campus has been constructed for the students which includes classroom spaces, nursing and administration facilities and a temporary

kitchen. The school district is looking for the demolition of the existing kitchen, café, library and classroom buildings and the construction of a replacement high school. The placement of the New Student High School will abut the existing Main Competition Gym. The school's central plan is operation and it contains the capacity to handle the new construction.

The New Student High School requires a new kitchen, cafeteria, administration building, nursing areas, specialized learning areas and programs and all core classrooms as detailed in the specifications. The architectural vision is that the structure stand out in the community as innovative and progressive. Cost is also a consideration, thus a balance of each to achieve the best value is imperative.

Items of major interest to the selection committee include the following:

- Access/egress to from the site for students, staff and visitors.
- Security of the site.
- Location in relation to existing structures.
- Way finding and ease of student traffic between classes.
- Durability of the school and ease of maintenance.
- Exterior skin elements
- Incorporated LEED design ideas (this is not a LEED project)
- Program Space Usage

The following shall be incorporated into the Design of this project and clearly illustrated in the proposal response:

4. MATERIALS GUIDELINES AND SPECIFICATIONS

The following items in this section are based on campus standards and expected levels of quality of materials and equipment.

I. COLOR AND MATERIALS SCHEDULE - EXTERIOR

Design / Build Contractor to determine appropriate system to clad the exterior of the steel frame structure to best adhere to existing campus design using the following materials:

- A. CMU
- B. EIFS/Stucco
- C. Metal Panels
- D. Fiber Cement Exterior Panels
- E. Miscellaneous Metals

II. CODES AND STANDARDS

A. Standards: Generally used, latest edition.

IBC	2009 International Building Code
IPC	2009 International Plumbing Code
IMC	2009 International Mechanical Code

IFC 2009 International Fire Code

NFPA National Fire Protection Association Codes

NEC 2005 National Electric Code

ICC/ANSI A117.1-2003

Occupancy Group: K-12 Educational Facilities

Use: Educational Facility
Type of Construction: Type IB

III. GENERAL CONSTRUCTION:

- A. General Building Systems
 - 1. Building Structural System
 - a. Structural Steel Frame
- B. Site work / Exterior Open Areas
 - 1. Civil On Site
 - a. Perform all work within the project limits necessary to complete the Items set forth below. All such work shall be extended to the property lines at the public right-of ways. Work beyond the property lines shall include the required curb cut for drive entries. Interface with new road construction, gutters and trenches as required, utility extensions and required restoration.
 - b. Excavation, filling, and backfilling as required. Also include necessary shoring, bracing, de-watering, and soil compaction control.
 - Storm sewer, sanitary sewer and water systems to be tied to existing service lines.

2. Landscape / Architectural Sitework

a. Provide sidewalks, trees, planting material, tree grates, site furniture and associated landscaping.

b. <u>Irrigation:</u>

- All areas of planting to receive Irrigation. Shrub and turf and ground cover areas to be irrigated with Toto, Nelson, or Rainbird spray pop-up heads; trees and planters to be irrigated with bubbler or drip emitters.
- 2. Automatic controller to be Maxicom computer system or equal (no weather station).
- All equipment housing to be vandal resistant, locking metal enclosures.

c. <u>Site and Landscaping Lighting:</u>

1. All site and landscape lighting to be dark sky compliant.

d. <u>Landscape:</u>

- 1. Exterior on grade: Provide proper soil conditions and drainage to accommodate landscape and hardscape.
- 2. Provide landscaping design that is pleasing to the eye and enhances the design of the building. Design should utilize a combination of trees, shrubs, bushes, and ground cover.

C. Exterior Walls

1. General:

a. As determined by design build entity.

D. Thermal and Moisture Protection

- 1. <u>Waterproofing</u> As determined by design build entity.
- Dampproofing: Cold applied dampproofing on elevator shaft walls below grade.
 As required.
- 3. <u>Fireproofing:</u> Provide cementitious fireproofing for structural steel and decking as required. Provide fire stopping at all floor penetrations as required. Provide fire stopping at all exterior wall conditions for floor-to-floor separation.

E. Interior Finishes:

1. As determined by design build entity.

IV. ELEVATORS:

- A. Entire Facility
 - 1. Capacity and speed:
 - a. <u>Hydraulic Elevators:</u> Provide 2500 pound rating at 100 feet per minute speed elevators for passenger use, provide one elevator per floor above finish grade or as required by ADA.
 - 1. <u>Finishes</u>:
 - a. <u>Frames:</u> Painted steel frames, doors and surrounds on typical floors. Stainless steel #4 frames, doors and surrounds on ground floor.
 - b. <u>Cab:</u> Stainless #4 control panel and walls, with Stainless Rigidized side walls and lay-in ceiling panels.

V. STRUCTURAL

1. DESCRIPTION OF STRUCTURE

- A. <u>Type of Construction</u>
 Type IB fire resistive structural steel frame.
- B. <u>Use of Building</u> K-12 Educational Facility
- C. <u>Shape of Building</u>
 As developed by the Design Build Entity
- D. <u>Height of Building</u>As developed by the Design Build Entity

2. DESIGN LOADS

- A. Vertical Loads:
 - 1. Live Loads:
 - a. Floor live load = 40 psf (max. 20% reduction for members supporting 2 or more floors)..
 - b. Stair Live Load: 100 psf non-reducible.

B. Lateral Loads:

1. Wind Loading: 90 MPH basic wind speed (3 second gust), Exposure C, lw = 1.0. Internal pressure coefficient (GCpi) = 0.18

4. STRUCTURAL SYSTEMS:

A. Foundations and Basement Walls If Required:

 Reinforced concrete footings bearing on natural soil with allowable bearing pressure of 3,500 psf (Assumed suitable soil). One-third increase allowed for wind and seismic loads. Soils report prepared by Soils Report Inc., dated October 23, 2013, (soils report is not available to student teams) and subsequent addenda.

Coefficient of friction = 0.5 Passive Resistance = 300 psf/ft.

B. <u>Vertical Load Support System:</u>

As determined by the design build entity.

C. Lateral Load Resisting System

As determined by the design build entity.

5. <u>MATERIALS</u>

A. Concrete

- 1. Aggregate ASTM C33 (Hard rock), C330 (Lightweight)
- 2. Cement ASTM C150 Type I or Type II, Low Alkali.
- 3. 28-Day Compressive Strengths

B. Reinforcement

Rebar ASTM A615 - Grade 60 (U.N.O.)

Rebar ASTM A706 - Grade 60

Welded Wire Fabric ASTM A185

C. Structural Steel

Shapes and Plates ASTM A992 Grade 50
Pipe Columns ASTM A53, Grade B
Tube Columns ASTM A500, Grade B
High Strength Bolts ASTM A325 (U.N.O.)

Where specifically noted ASTM A490

Unfinished Bolts ASTM A307 (U.N.O.)

Welded Shear Studs ASTM A108

Welding Electrodes ASTM E70XX (U.N.O.)

Anchor Bolt ASTM A449

D. <u>Steel Deck</u>

Composite Steel Deck ASTM A446, Grade A Fy = 33,000 psi Galvanized Coating ASTM A525, Grade 60 zinc coating

E. Masonry

- 1. Units conforming to ASTM C90, Grade N-1
- 2. Mortar Strength 1800 psi.
- 3. Grout Strength 2000 psi.
- 4. f'm 1500 psi.

6. SPECIAL INSPECTIONS:

- A. Foundation, excavation, re-compaction and backfill by soils engineer.
- B. Concrete, shotcrete and placement of reinforcing steel.
- C. High Strength Bolting.
- D. Structural Welding.
- E. Ultrasonic Inspection
 - Butt welds.
 - 2. Materials thicker than 1 1/2" In the area 6" each side of weld (for delamination)
- F. Shear stud welding
- G. Rebar welding.

VI. Mechanical / Plumbing

1. As developed by the design build entity

Fire Protection – Include as required by code (IBC/NFPA)

VII. Electrical / Fire Alarm / Security / Data

1. As developed by the design build entity

ARTICLE 8 - Minimum General Requirements Work

Step 2 – Request for Design / Build Contractor Proposals – Minimum General Requirements Work.

The Minimum General Requirements Work: Design / Build Contractor shall provide all General Requirements Work to complete the project. The minimum items of General Requirements Work that the Design / Build Contractor will be expected to make available to its Trade/Subcontractors are defined in the following articles and paragraphs. This list will be required to be included with all Trade/Subcontractor Bid Packages so Trade/Subcontractors understand what minimum General Requirements Work items are to be provided by the Design / Build Contractor and therefore should not be included in the Trade/Subcontractors bid for the Bid Package.

ARTICLE 8 – Minimum General Requirements Work

8.0 FIELD ENGINEERING / SURVEYING / LAYOUT

8.0.1 Design Build Contractor shall include in its Minimum General Requirements Work all field engineering, surveying, and layout to construct the building including but not limited to: all grading surveying and staking; staking of all utilities; all building layout including building corners and all building column lines marked at each floor level and datum elevation on each floor level (Trade/Subcontractors will be required to provide their own trade specific layout from the markers provided by the Design / Build Contractor); all site hardscape, sidewalks, and curb and gutter staking

8.1 CLEAN UP

- 8.1.1 Design / Build Contractor to be responsible for all clean up. Design/Build Contractor may transfer some of the continuous clean up responsibilities to its Trade/Subcontractors, but the OWNERS shall still hold Design/Build Contractor responsible for continuous clean up in the event it feels the Project is not being maintained in a clean manner or meeting the requirements of the Specifications.
- 8.1.2 Include Haul debris and dump fees
- 8.1.3 Design / Build Contractor may choose to include the Building Interior, Exterior and Sitework "Final" clean-up as one of the Trade/Subcontractor Bid Packages.

8.2 FIELD OFFICE(S)

8.2.1 Design/Build Contractor shall provide all of its own Field Office expenses, including but not limited to: the office; postal costs; office supplies; office equipment; maintenance of office equipment; office furniture; electric service; telephone service and utility service (hookup and use charges) for Design/Build Contractor facilities; plan reproduction; office drinking water; computer software; computer hardware and maintenance. In addition the Design/Build Contractor shall provide as a minimum the following equipment and/or facilities (all additional equipment and/or facilities that the Design/Build Contractor determines necessary to manage, implement and supervise the Work shall be included. All cost for installing and removing such equipment and/or facilities shall be included in the Design/Build Contractor's Proposal.

Quantity	Equipment / Facility	% Time (if not 100%)
8	Telephones	100%
2	Portable/Mobile Telephone	100%

1	Answering Service	100%
1	Copying Machine	100%
1	Fax Machine	100%
3	Plan Rack	100%
3	Computers	100%
1	Job Site Trailers	100%
1	Storage Container(s) for Design/Build Contractor Use as required.	100%

8.2.2. Design/Build Contractor shall include any costs for lease, property rental, or the like if Design/Build Contractor intends to locate the Field Offices off of or adjacent to the primary Project Site.

8.3 TEMPORARY CONSTRUCTION

- 8.3.1 Provide all Temporary Construction items listed to Trade/Subcontractors for the duration of the Project as the Work requires, for the benefit of the Project and the Trade/Subcontractors.
 - .1 Temporary Toilets
 - .2 Temporary Sanitary Wash Stations
 - .3 Temporary Site Fencing/Perimeter Fencing
 - .4 Temporary Ladders / Stairs / Hoists (as may be required)
 - .5 Overhead Protection / Covered Walkways for Protection of the Public.
- 8.4 PROJECT SIGN
- 8.4.1 Provide two (2) Project Signs. Graphics to be determined by the OWNER.
- 8.5 SAFETY
- 8.5.1 The Design / Build Contractor shall be responsible for job site safety and shall follow all applicable laws, Specifications, and furnish all items listed to Subcontractors for the duration of the Project for the benefit of the Project and the Design / Build Contractor's Subcontractors.
- 8.5.2 Safety signage throughout Project.
- 8.5.3 Personal protective gear for Design / Build Contractor's personnel and job site visitors.
- 8.5.4 Building Perimeter and Shaft Fall Protection / Barriers.
- 8.5.5 Temporary Fire Protection measures including fire extinguishers.
- 8.6 TEMPORARY PROTECTION
- 8.6.1 Provide all Temporary Protection items to Subcontractors, for the duration of the Project as the Work requires, for the benefit of the Project and the Design / Build Contractor's Subcontractors.
 - .1 Security Watchman, Security shack (if required).
- 8.7 TEMPORARY UTILITIES
- 8.7.1 Provide all Temporary Utilities items listed in to Subcontractors throughout the Project as the Work requires, for the benefit of the Project and the Design / Build Contractor's Subcontractors.

Temporary Utilities shall include all labor and materials for hook-up and disconnection, relocation as the Work requires, and utility usage.

- .1 Temporary Electrical Hook-up and distribution for power to be used during the construction. Trade/Subcontractor may be required to provide power cords, etc. from the distribution boxes provided by the Design/Build Contractor.
- .2 Temporary Building Lighting (code required)
- .3 Power for Personnel /Material Hoist hook-up and use if required.
- .4 Temporary Water

8.8 STORM WATER POLLUTION PREVENTION PROGRAM

- 8.8.1 Provide all labor, material and equipment throughout the Project as the Work requires, for the benefit of the Project and the Design / Build Contractor's Subcontractors to implement Best Management Practices of a Storm Water Pollution Prevention Program. Include all labor and materials for installation, maintenance, and removal of the following:
 - .1 Site Perimeter sand bagging
 - .2 Off-Site drainage protection (if required)
 - .3 Dust Control
 - .4 Erosion Control
 - .5 Street Cleaning
- 8.9 NOT USED

8.10 MATERIAL HANDLING & HOISTING

8.10.1 Provide all Material Handling & Hoisting (Building Man/Material Hoist) items to Subcontractors throughout the Project as the Work requires, for the benefit of the Project and the Design / Build Contractor's Subcontractors. Material Handling & Hoisting shall include all labor and materials for mobilizing and demobilizing, maintaining, storing, rental, usage operating cost. Trade/Subcontractors may be required in the Bid Package to supply their own trade specific hoisting such as scissor lifts, rolling scaffolding, etc.

8.11 SMALL TOOLS

8.11.1 Provide all small tools required for the portion of Construction Work to be performed by the Design / Build Contractor (Self Performed). Small Tools shall be defined as small tools, small equipment, and accessories required in connection with the Work, including, but not limited to: hammers, ladders, ropes, adzes, blocks, brooms, wire brushes, goggles, gloves, raincoats, boots, capes, tarpaulins, bits, chisels, pliers, bolt cutters, picks, hoes, scrapers, shovels, sledges, bars, wheelbarrows, dolleys, wrenches, hoses (other than air hoses rented with compressors) and all similar tools and things one would find in Home Depot or Lowes. Design / Build Contractor at all times shall furnish an adequate quantity of all such tools, appliances and equipment required for the Work. Such tools, appliances and equipment shall remain the property of the Design / Build Contractor following completion of the Work.

EXHIBIT 1 - PRELIMINARY DRAWINGS TO ACCOMPANY THE REQUEST FOR PROPOSALS

Includes One Copy in the following format: PDF file

Existing Site Topo Plan
Existing Site Demolition Plan – 1
Existing Site Demolition Plan – 2
Site Plan AS-101
Site Utility Demo Plan
Temp Site Plan – DWG file
General Specifications 1-15