

**FEE PROPOSAL FORM FOR
TASK ORDER-CONSTRUCTION AGREEMENT FOR
MULTIPLE PROJECTS—MASTER ENABLING AGREEMENT**

BID SOLICITATION NUMBER {#}

{CAMPUS}

{Campus Address}

To the Trustees of the California State University, on behalf of the State of California (hereinafter called the Trustees):

The undersigned Proposer hereby offers to furnish design-build or construction manager services with lump sum pricing under the Task Order-Construction Agreement for Multiple Projects—Master Enabling Agreement (TO-CA MEA). For each project awarded under the TO-CA MEA, the selected Proposer may provide design and preconstruction phase services and all labor, materials, tools, equipment, apparatus, facilities, transportation, and permits for the construction, in accordance with all the requirements of the Request for Proposals, and hereby agrees to enter into contract for the work described in the Request for Proposals if this proposal is accepted by the Trustees.

The Not to Exceed Budget for this TO-CA MEA is **\${Insert campus number not to exceed \$30,000,000}**.

Direct Construction Cost Budget for DB Projects = \${Campus insert Budget number}

Direct Construction Cost Budget for CM Projects = \${Campus insert Budget number}

SPECIFY THE NUMBER OF EACH ADDENDUM YOU HAVE RECEIVED ON THE LINE BELOW.

The proposal is subject to the provisions contained in the Contract General Conditions and the RFP, and the proposer agrees that failure to comply with the conditions thereof shall be basis for rejection of this bid.

The bid must be submitted on this Fee Proposal Form, completely filled out, and with the Staffing Rate Proposal included, and in a sealed envelope provided by the Trustees, and delivered to **{place of bid opening}**, at **{Campus}**, before **{time}** on **{date}**, or it will be disregarded. Only proposals from proposers qualified through the Request for Qualifications process with a current **{type}** license will be accepted.

Bidder's security is NOT required for the preconstruction phase of this project. However, for the construction phase portion of the project, 100% performance and payment bonds will be required (see the Contract General Conditions).

The time period for completion of the overall TO-CA MEA shall be three years from the start date as stated on the overall TO-CA MEA Notice to Proceed.

Five Percent Small Business Preference

The undersigned proposer may request the five percent Small Business Preference. To receive the five percent bid preference, Proposer must submit with its bid a completed "Small Business Preference and Certification" form 701.09, and shall check the appropriate box below to request the five percent Small Business bid preference, as either a:

- 1) CA certified Small Business, upon verification in accordance with the California Code of Regulations Title 2, Section 1896.2, having applied for certification no later than 5:00 p.m. on bid opening date.
- 2) Non-small business that commits to subcontracting at least 25% of each net contract amount to CA certified small businesses and/or microbusinesses.

If Proposer checks one of the boxes above, and submits the completed Small Business Preference and Certification form 701.09, the Trustees will grant a bid preference of 5% of the highest Technical Proposal Score.

DVBE Participation / Request for DVBE Bid Incentive

The Trustees require the successful bidder to achieve three percent (3%) DVBE participation in contracting construction projects as established in the bidding documents. Proposer will list its DVBE subcontractors/suppliers with its GMP.

The Trustees are granting a DVBE Bid Incentive, which is calculated as a percentage of the highest Technical Proposal Score for bid evaluation purposes only, and in accordance with the Request for Proposals and the Contract General Conditions (for Collaborative Design-Build Projects, Article 32.12, and for CM at Risk Projects, Article 2.09). Proposer shall indicate whether or not Proposer is requesting the DVBE Bid Incentive by checking the appropriate response below. Proposer commits to subcontract at least the percentage of DVBE participation of its net bid price as stated hereon with one or more DVBE(s).

| DVBE Participation | Incentive |
|--------------------|-----------|
| 3.00% to 3.99% | None |
| 4.00% to 4.99% | 1% |
| 5.00% to 5.99% | 2% |
| 6.00% or more | 3% |

Proposer is requesting the DVBE Bid Incentive (*check one*): Yes No

In the spaces below, Proposer shall indicate its Total DVBE Participation Percentage Commitment:

3% Mandatory + _____% DVBE Incentive = _____% Total DVBE Participation Percentage Commitment.

Once the selected Proposer begins the competitive bidding selection of the Trade Contractors, the selected Proposer shall contact the Trustees’ DVBE Advocate at {telephone no., e-mail address}. If Trustees award incentive points to the selected Proposer for exceeding the maximum three (3) percent participation, and the Proposer fails to achieve the incentive amount of participation, Trustees will assess a penalty as described in the Request for Proposals (RFP).

Proposers shall complete the information in the following tables: Fee Evaluation Worksheet and OH&P Calculation Worksheet. Reference Request for Proposals (RFP), Section 13, Table A-Classification of Project Costs for a description of construction phase costs in each category of fees.

The Proposal Fee amounts are to be stated in figures only and are representative of the amounts proposed for the Contract Work. The Total Fees and Project Budgets indicated herein are for proposal and award purposes only, and are not indicative of the actual awards or contract value. Any alteration, erasure, or change must be clearly indicated and initialed by the proposer. In the event of any error in the Fee Proposal, the proposed fees, or percentage for the OH&P, will prevail and the math for the evaluation fee in dollars recalculated. All math on the Fee Proposal Form will be checked by the University before award.

The proposer agrees that the fees as proposed herein and as part of the RFP will be for the duration of the contract, and extension if awarded, as described in the Request for Proposals.

| Fee Evaluation Worksheet | | | | |
|------------------------------------------------------|----------------------------------------------------------------|---------------------------------------------------------------|----------------------------------------------|----------------------------------|
| | Fees | Average of 3 staff rates with highest # of hours ¹ | Total Evaluation Fee in Dollars ² | Markup – Multiplier ³ |
| A | Architectural Services Average Fee * 2500 hours | \$ | \$ | |
| B | Consultants Services Average Fee * 2500 hours | \$ | \$ | |
| C | Preconstruction Services Average Fee * 1000 hours | \$ | \$ | |
| D | Construction Phase Site Management Average Fee * 4000 hours | \$ | \$ | |
| E | Total OH&P Fees from OH&P Calculation Worksheet on next page | NA | \$ | N/A |
| F | Fee for Assembly of Initial Subcontractor Bidding Pool | N/A | \$ | N/A |
| Total Evaluation Fees (A + B + C + D + E + F) | | | \$ | |

Notes for Fee Evaluation Worksheet:

- Proposer to enter the average of the three (3) staff billable rates with the highest number of proposed hours from the fee proposal. All rates shall include the Markup-Multiplier.
- The Total Evaluation Fee for each category shall be the average staff rate multiplied by the assumed evaluation hours for each category.
- Proposer shall enter a number for the Markup-Multiplier which shall be multiplied by the base pay for each staff person to determine the fully burdened/billable rate. The Markup-Multiplier will not be used as part of the evaluation, but is subject to audit as described in the RFP, and will be used to determine the billable rate of any future staff not listed in the RFP.

{Bid Solicitation No.}

{Campus Name}

| Overhead & Profit (OH&P) Fee Calculation Worksheet | | | | |
|--------------------------------------------------------------------------------------------------------------------|----------------------------------------------|------------------------------------------------------------|--------------------------------------------------------------------|----------------------------------------------------------------------------------------------------|
| | Overhead and Profit | Proposed % Fee¹ (to 2 decimal places) | Direct Construction Cost² (entered by Campus) | Total Evaluation Fee in Dollars³ (=Proposed % Fee * Direct Construction Cost) |
| 1 | CM / OH&P - Project < or = \$1,000K | % | \$ | \$ |
| 2 | CM / OH&P - Project > \$1,000K or = \$3,000K | % | \$ | \$ |
| 3 | CM / OH&P – Project > \$3,000K or = \$7,000K | % | \$ | \$ |
| 4 | DB / OH&P - Project < or = \$1,000K | % | \$ | \$ |
| 5 | DB / OH&P - Project > \$1,000K or = \$3,000K | % | \$ | \$ |
| 6 | DB / OH&P – Project > \$3,000K or = \$7,000K | % | \$ | \$ |
| 7 | GC Payment & Performance Bonds | % | \$ | \$ |
| 8 | Subcontractor Payment & Performance Bonds | % | \$ | \$ |
| Total OH&P Fees (Enter total of Lines 1+2+3+4+5+6+7+8 here, and in Fee Evaluation Worksheet – Row E) | | | | \$ |

Notes for OH&P Fee Calculation Worksheet:

1. Proposer to enter Proposed Fee for each category of delivery type and project size. “Proposed % Fee” will be used for each project in the MEA to determine actual OH&P fee.
2. Campus to enter assumed total for “Direct Construction Cost” for delivery type and project size. *This is for evaluation purposes only and shall not be assumed to be indicative of actual volume in any category.*
3. Proposer to multiply “Proposed % Fee” by the Direct Construction Cost and enter the “Total Evaluation Fee in Dollars” for each category of delivery type and project size.

Scoring of Fees

Fees will be scored in direct relation to their variance from the lowest fee based on the average fee. The lowest Total Fee will receive the maximum score of 65 points. Refer to the following example.

| Proposed Total Fee in \$ | Variation from Lowest Fee= Proposed Fee \$-Lowest Fee \$ | % Variation = Variation from Lowest Fee \$/Average Total Fee \$ | Points to deduct from 65 points | Fee Score |
|---------------------------------|-----------------------------------------------------------------|------------------------------------------------------------------------|----------------------------------------|------------------|
| \$1,500,000 | \$1.5M-\$1.1M=\$.4M | \$.4M / \$1.3M=30% | 65 x 30%=20 | 65-20 = 45 |
| \$1,300,000 | \$1.3M-\$1.1M=\$.2M | \$.2M / \$1.3M=15% | 65 x 15%=10 | 65-10 = 55 |
| \$1,100,000 | \$1.1M-\$1.1M=\$0M | \$0M / \$1.3M=0% | 65 x 0%=0 | 65-0 = 65 |

Sample calculation: Average total fee = (\$1.5M + \$1.3M + \$1.1M)/3 = \$1.3M

In the event of an inconsistency in the math on the Fee Proposal form, the individual fee percentages shall govern over the fee in dollars, and the fee in dollars shall be recalculated. All math on the Fee Proposal Form will be checked by the University before award.

The Trustees reserve the right to reject any and all proposals and to waive any irregularities.

-End of Fee Proposal Form for Task Order Construction Agreement (Hourly Rate version)-

Campus
Address
Phone: ; Fax: ; E-Mail:

TASK ORDER-CONSTRUCTION AGREEMENT FOR MULTIPLE PROJECTS MASTER ENABLING AGREEMENT (Hourly Rate Version)
ABSTRACT OF PROPOSALS

| | | | |
|--------------------------|------------------|-----------------------------------------------|-----------------|
| Bid Solicitation Number: | XX-#### | Maximum Possible Points for Technical Score = | K 260 |
| Proposal Due Date: | November 4, 2019 | Maximum Possible Points for Fee Score = | 65 |
| | | Total Maximum Possible Points = | 325 |
| | | Highest Technical Proposal Score = | 235 |
| | | Maximum Budgeted Cost for All Projects = | \$30,000,000 |
| | | Average Fee Proposal in \$ = | \$ 1,298,750 |
| | | Lowest Fee Proposal in \$ = | \$ 1,275,000 |

INSTRUCTIONS FOR COMPLETING THIS FORM:

Read the Notes below carefully, as they contain important information and instructions.

USE THIS FORM TO CALCULATE THE TOTAL SCORE (FEE PLUS TECHNICAL SCORE)

Blue cells are calculated fields. DO NOT input data into blue cells.

Yellow cells are the SCORES, and are calculated fields. DO NOT input data into yellow cells.

ENTER DATA into orange cells. Delete sample data shown below.

| A | B | C | D | E | F | G | H | I | J | K | L | M | N | O | P | Q | R | S | T | U | V | W | X | Y | Z | AA | |
|-----------------------------|----------------------------------|-------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------|--------------------------------------------------------------------|-----------------------------------------------------|------------------------------------------|--------------------------------------------------------------------------------------|------------------------------------------|------------------------------------------|-------------|----------------------------|-----------------------------------|------------------------------------------|-----------------------------------------------|------------------------------------------------|-----------|----------------------------------------------------|------------------------------|----------------------------------|----------------------|---------------|--------------------------|-------------------------------------------------|------------------------------------------|---------------------------------|--|
| Proposer Name | Technical Proposal Score | Total Fees in \$ | Total Overhead & Profit Fees in \$ | Ranking by Highest Technical Proposal Score (Before Application of SBE Pref.) | Small Business Preference | | | Adjusted Technical Proposal Score (SBE) | Ranking (After Application of SBE Pref.) | DVBE Incentive | | Total SBE/DVBE Adjustments | Final Adjusted Technical Score | Variation from Lowest Fee Proposal in \$ | % Variation | Points to Deduct from Technical Proposal Score | Fee Score | Total Score | Final Ranking by Total Score | Required Inclusions in Proposals | | | | | | | |
| | | | | | SBE Type | SBE as % | SBE # Pts. | | | Inc. as % | Inc. # Pts. | | | | | | | | | Fee Proposal | Bid Prop. Sign. Page | Certification | Noncollusion Declaration | Cert. of Approp. License, DIR PW Reg., & CA Co. | Small Bus. Pref. & Cert. (if applicable) | DB Staffing per RFP 9.02-Tab 3C | |
| (enter proposing firm name) | (enter technical proposal score) | (enter Total Fees in \$ —from Fee Evaluation Worksheet in fee proposal) | (enter Total Overhead & Profit Fees in \$ —from Overhead & Profit Fee Calculation Worksheet in fee proposal) | (If an SBE is ranked highest proposer below, follow instructions in Note 1-b) | (enter SBE Type "Small" or "Non-small", or leave blank if neither) | (enter 5% for SBE Type "Small" or "Non-small" only) | (= G * Highest Technical Proposal Score) | (If an SBE is ranked highest scored proposer below, follow instructions in Note 1-b) | (see Note 2) | (= K * Highest Technical Proposal Score) | (= H + L) | (= B + M) | (= C - Lowest Fee Proposal in \$) | (= O / Average Fee Proposal in \$) | (= P * Maximum Possible Points for Fee Score) | (= Maximum Possible Points for Fee Score - Q) | (= N + R) | (Proposer with highest Total Score is selected DB) | | | | | | | | | |
| Company 1 | 225 | \$1,300,000 | \$ 132,500 | 2 | Small | 5% | 12 | 237 | 1 | 2% | 5 | 17 | 242 | \$ 25,000 | 1.92% | 1.25 | 63.75 | 306 | 1 | | | | | | | | |
| Company 2 | 215 | \$1,295,000 | \$ 130,000 | 3 | | | 0 | 215 | 3 | 1% | 2 | 2 | 217 | \$ 20,000 | 1.54% | 1.00 | 64.00 | 281 | 3 | | | | | | | | |
| Company 3 | 235 | \$1,325,000 | \$ 135,750 | 1 | | | 0 | 235 | 2 | 3% | 7 | 7 | 242 | \$ 50,000 | 3.85% | 2.50 | 62.50 | 304 | 2 | | | | | | | | |
| Company 4 | 185 | \$1,275,000 | \$ 127,500 | 4 | | | 0 | 185 | 4 | 3% | 7 | 7 | 192 | \$ - | 0.00% | 0.00 | 65.00 | 257 | 4 | | | | | | | | |

In signing below, I certify that this is a true calculation of technical proposal scores and fee proposal scores.

Print Name, Title

Signature

Notes for Recorder/Announcer are on the following page.

Notes for Recorder/Announcer:

1. Award Formula for Small Business = Proposer's "Technical Proposal Score" plus 5% of "Highest Technical Proposal Score".
 - a. The SBE preference calculation is based on the highest scored proposer (col. B). But if the highest scored proposer is a CA certified SBE, no SBE preferences are calculated. Replace the SBE preference amounts with \$0.
 - b. If, after applying the SBE preference the highest scored proposer (Col. I) is a California certified SBE, then: the highest proposer SBE may only be displaced by another SBE; do not calculate the SBE preference for the Non-Small businesses and other proposers. For the other proposers, replace the points preference with 0. The only proposers eligible for the DVBE incentive are other CA SBEs; for the other non-SBE proposers, replace incentive amount with 0. **"Application of the the NSB Preference may not be used to displace a certified small/micro business proposer."** Using this abstract for example, replace the figures in *red* above with 0, and Company 2 would become the highest scoring proposer.
2. For bid evaluation purposes only, CSU grants a DVBE bid incentive in its construction contracts to proposers who propose to exceed the required 3% DVBE participation. The incentive is calculated as a percentage of the *highest* Technical Proposal Score, and the resulting number of points are added to each proposer's Adjusted Technical Proposal Score. The DVBE Incentive amount is added to the required 3% participation as follows:
1% (=total of 4.00% to 4.99% DVBE participation), 2% (=total of 5.00% to 5.99% DVBE participation) or 3% (=total of 6.00% or more DVBE participation) of the *highest* "Technical Proposal Score".
3. Columns S-AB, "Required Inclusions in Proposals", have been added so that the Campus Recorder/Announcer may check off these documents as the proposal is opened.

NOTICE TO PROCEED
(for Master Enabling Agreement)

March 9, 2018

Ms. {insert first & last name, title}
Contractor
Address
City, ST Zip

Notice to Proceed
Task Order-Construction Agreement—
Master Enabling Agreement, Contract No. {insert #}
Maximum Contract Amount: {insert amt, NTE \$30,000,000}
Campus Name

Dear Ms. {insert last name}:

In accordance with the provisions of the contract documents, the term of the subject master enabling agreement is three years, or **1,097** consecutive calendar days, and you are hereby notified that this agreement will begin on {insert date of OGC signature on MEA} and will end on the date of the completion for the last project to finish under this agreement.

The Trustees will identify start and completion dates for each individual project task order and construction agreement issued pursuant to this agreement in the Notice to Proceed documents issued for each said task order and construction agreement.

The Contractor agrees to fully complete the Work authorized under each individual task order and each construction agreement, in first class working order and ready for acceptance by the Trustees, on or before the date as agreed upon and specified in each project Notice to Proceed documents. The Contractor will pay to the Trustees the sum of money stipulated per day in the individual project construction agreement for each day completion is delayed beyond the time prescribed, in accordance with the liquidated damages provisions in the contract general conditions.

Sincerely,

Name
Construction Administrator
Department

SERVICE PROVIDER TO-CA CONTRACTING CO. TO-CA MEA No. XXXX

PROJECT NAME STUDENT HEALTH SERVICES RENOVATION PROJECT No. XXXX-01 TASK ORDER REQUEST No. XX

TASK ORDER NO. XXXX-01.01 ISSUE DATE 08/28/2019

Note: The documents supporting this Task Order, including the Task Order Request and any drawings and estimates of cost, are referenced hereon and made a part hereof. Services shall be performed in accordance with the TO-CA Master Enabling Agreement signed by CSU University Counsel and referenced above.

| | | | |
|-------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------|------------------------------------------------------------------------|
| Project delivery for this Task Order is: | | <input type="checkbox"/> Design-Build | <input type="checkbox"/> Construction Manager (check appropriate box) |
| Project Location is: CSU Bakersfield – Rowdy Way & Roadrunner Drive | | | |
| Scope of Work (reference Rider B, Scope of Work, and specify criteria below that varies from or is not specified in Rider B): | | | |
| 1. | Number of preconstruction cost estimates and estimate format (Rider B, section 3.14) | | |
| 2. | Number of preconstruction constructability reports (Rider B, section 3.12) | | |
| 3. | Number/intervals/frequency of preconstruction design meetings | | |
| 4. | Required Design and Construction Documents | | |
| 5. | Types of life cycle cost analysis (Rider B, section 3.2-A) | | |
| 6. | CEQA requirements (RFP Appendices, Rider B, section 3.11) <input type="checkbox"/> (check if applicable) | | |
| 7. | Scheduling requirements (Rider B, section 3.8 and Contract General Conditions [CGC]) | | |
| | a. Schedule Milestones: | | |
| | b. Number of required schedule updates: | | |
| | b. Use CGC scheduling requirements from: | | |
| | <input type="checkbox"/> | DBB Major Project CGC | <input type="checkbox"/> DBB Minor Project CGC (check appropriate box) |
| 8. | Payment Schedule (TO-CA MEA, Rider A, Agreement General Provisions, section 2) | | |
| 9. | Liquidated Damages for the Construction Agreement: \$000.00 per Calendar Day (if project is phased, state phase LDs here) | | |
| 10. | The total Project Budget is: \$000.00. The Preconstruction Budget is: \$000.00 | | |
| 11. | Schedule: | Start Preconstruction Services Work: | mm/dd/yyyy; |
| | | Complete Preconstruction Services Work | mm/dd/yyyy |
| 12. | Service Deliverables: | | |
| 13. | Compensation: Amount: \$_____ | <input type="checkbox"/> Lump Sum | <input type="checkbox"/> Hourly Not to Exceed (check appropriate box) |
| | a. Provide and attach a line item breakdown of all staffing costs for the requested services, based on Exhibit A, Fee Schedule, and Exhibit B, Hourly Rate Schedule. | | |
| | b. Trustees will pay reimbursable charges in addition to this amount in accordance with the above-named TO-CA MEA. | | |
| 14. | Other | | |

IN WITNESS WHEREOF, this agreement has been executed by the parties hereto, upon date first above written.

| THE TRUSTEES OF THE CALIFORNIA STATE UNIVERSITY | | SERVICE PROVIDER | | | | | |
|-------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------|---------|---------|-------|---------------|------|
| Campus <Official Campus Name> | | Full Legal Name of Service Provider <Name of Service Provider> | | | | | |
| By (Trustees' Authorized Signature) | | By (Service Provider's Authorized Signature) | | | | | |
| Printed Name, Department and Title of Person Signing for Trustees | | Printed Name and Title of Person Signing for Service Provider | | | | | |
| Fund Name <Name of Fund> | Account | Fund | Dept ID | Program | Class | Project/Grant | |
| Amount Encumbered <\$999,999,999> | I hereby certify upon my personal knowledge that budgeted funds are available for the period and purpose of the expenditures stated above. | | | | | | |
| Amount of Increase <\$999,999,999> | Signature of Accounting Officer | | | | | | Date |
| Amount of Decrease <\$999,999,999> | I hereby certify that I have examined the written Agreement and find the same to be in accordance with the requirements of California State University Contract Law. G. ANDREW JONES, General Counsel | | | | | | |
| Total Amount Encumbered <\$999,999,999> | By Attorney | | | | | | Date |

NOTICE TO PROCEED
(for Task Order Services)

March 9, 2018

Mr. {insert first & last name, title}
Contractor
Address
City, ST Zip

Task Order-Construction Agreement—
Master Enabling Agreement, Contract No. {insert #}
Task Order No. {insert #}; Task Order Amount: {insert amount}\$
Project Name and No.
DIR Project Identification No. {insert # from PWC100}
Campus Name

Dear Mr. {insert last name}:

In accordance with the provisions of the Contract Documents, you are hereby notified to commence work on the subject Task Order on {insert date} and are to fully complete the work within {insert #} consecutive calendar days in accordance with your Task Order completion date of {insert date}.

Share the above-referenced DIR public works project identification number with each subcontractor on this project, as they will need this number to submit certified payroll records into DIR's electronic certified payroll reporting (eCPR) database.

Sincerely,

Name
Construction Administrator
Department

**AGREEMENT
(CDB TO-CA)**

CSU Vendor ID No. <##>

TO-CA MEA No. <##>

Project Contract No. <##>

THIS AGREEMENT, made on December 4, 2019, BY AND BETWEEN the State of California, acting through the Board of Trustees of the California State University, on behalf of <insert full Campus Name>, hereinafter designated the Trustees, and the below-named Design-Builder, hereinafter designated the Contractor.

Contractor
Address
City, ST Zip
Phone No.; Fax No.; E-mail

WITNESSETH

1. That the Contractor, in consideration of the covenants and agreements herein contained on the part of the Trustees, covenants, promises and agrees with the Trustees, at his, her, its or their own proper cost and expense, to furnish all labor, materials, and equipment, and to perform all Work necessary to design, construct and complete in a good workmanlike and substantial manner, and to the satisfaction of the Trustees, the

<insert Project Name and Project Number>, at
<insert full Campus Name>

on the above-named campus, in accordance with the Contract Documents (as defined in the Contract General Conditions, Article 31.00, Definitions) as approved by and on file with the Trustees and are made a part of this agreement by this reference.

The Contractor agrees:

- a) that the total Actual Direct Construction Cost for this Project is: = \$ _____ .00
- b) that the following fees are included in the Total Contract Amount in Line c below:
 - Design-Builder Contingency * = \$ _____ .00
 - Proposed Lump Sum for Contractor Overhead & Profit* = \$ _____ .00
 - Proposed Lump Sum for Phase 2 Services - Site Management Fee* = \$ _____ .00
 - Subcontractor Payment and Performance Bonds* = \$ _____ .00
 - Design-Builder Payment and Performance Bonds* = \$ _____ .00
 - Design Fees (35% of Proposed Lump Sum)* = \$ _____ .00
- c) to receive and accept <Lump Sum Price or GMP> Total Contract Amount: = \$ _____ .00

as full compensation therefor, and also, unless expressly excepted in the Contract Documents, as full compensation for the following: all loss or damage, arising out of the nature of the Work, or from the action of the elements or from any unforeseen difficulties or obstructions which may arise or be encountered in the prosecution of the Work until its acceptance by the Trustees and for all risks of every description connected with the Work, and for all expenses incurred by or in consequence of the suspension or discontinuance of Work, and for well and faithful completion of the Work in the manner and according to the Contract Documents and the requirements of the Trustees under them. Payment will be made in accordance with the Contract General Conditions, Article 40.00, Payment and Completion.

2. That the Contractor, in accordance with its Proposal documents, agrees to subcontract <%> of the final Contract amount (including all alternatives, allowances and change orders) to Disabled Veteran Business Enterprises (DVBE).

3. That the Trustees hereby promise and agree with the Contractor to employ, and do hereby employ, the Contractor materials and do the Work according to the terms and conditions herein contained and referred to, for the price aforesaid, and hereby agree to pay the same at the time, in the manner and upon the conditions set forth herein, and the said parties for themselves, their heirs, executors, administrators, successors and assigns, do hereby agree to the full performance of the covenants herein contained.

4. That the Trustees will fix the starting date of the Contract and issue a Notice to Proceed after the date of approval of the Contract by the Office of General Counsel, California State University. The Contractor shall fully complete all the Work of the Contract, in first class working order and ready for acceptance by the Trustees, on or before the expiration of <##> calendar days from the starting time so fixed. The Contractor will pay to the Trustees the sum of <Three Thousand Dollars (\$3,000.00)> for each day completion is delayed beyond the time prescribed, in accordance with the Contract General Conditions, Article 39.02, Delay in Completion—Liquidated Damages.

* Per TO-CA MEA, Rider B, section 3.36.

TO-CA MEA No. <##>

Project Contract No. <##>

Project No. <##>

5. That if there is a conflict between the terms of the Proposal Form and the other Contract Documents, the other Contract Documents shall control, and nothing contained herein shall be considered as an acceptance of any terms of the Proposal Form in conflict herewith.

6. a. That contractors are required by law to be licensed and regulated by the Contractor's State License Board. Any questions concerning a contractor may be referred to the registrar of the Board.

b. That contractors and subcontractors of all tiers, by law, are required to register with the Department of Industrial Relations to bid and contract for public works projects.

7. That any notice to the Trustees may be served effectually upon the Trustees by mailing or delivering it in writing, addressed to the Trustees of the California State University, attention of the official executing this Agreement for the Trustees, at <insert full campus name and full address>.

8. That this Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same Agreement. The exchange of copies of this Agreement and of signature pages by electronic mail in "portable document format" (".pdf") form or by any other electronic means shall constitute effective execution and delivery of this Agreement and shall have the same effect as copies executed and delivered with original signatures.

9. That the Lump Sum Price Breakdown, Clarifications, or <insert name and date of Contractor's document—if no clarifications or exclusions, delete this item> are listed in Exhibit A, consisting of <##> pages, attached hereto and by this reference, made a part hereof.

IN WITNESS WHEREOF, the parties to these presents have hereto set their hands the year and date first above written.

CONTRACTOR

<name>

(State full legal name of business entity; check appropriate box below.)

Sole Proprietorship Partnership Corporation Limited Liability Co. Other (specify type) _____

<##>

Contractor's License No.

<##>

Contractor's DIR Public Works Registration No.

By: _____

Printed Name, Title

TRUSTEES

Approved as to Scope:

By: _____
<Name, Title> Date
Department

By: _____
<Name>, University Facility Planner Date

By: _____
<Name, Title> Date

UNIVERSITY ACCOUNTING FUNDING CERTIFICATION
Approved as to Funds:
Appropriation/Fund/Item: <info>
PS Chart Field String: <info>
Amount of Agreement: \$<copy amount from p. 1-c>

I hereby certify that I have examined the written contract and find the same to be in accordance with the requirements of the California State University Contract Law.
G. ANDREW JONES
GENERAL COUNSEL

By: _____
<Name>, University Budget Officer Date

By: _____
<Name>, University Counsel Date

PAYMENT BOND

Project Contract No. <##>

Know All Persons by These Presents:

THAT WHEREAS, the State of California acting by and through the Trustees of the California State University, hereinafter called the Trustees, has awarded to

Contractor Name
Address
City, ST Zip

as Principal, hereinafter designated as the "Contractor," a Contract for the Work described as follows:

Project No.: <Project Number>
Project Name: <Project Name>
Campus: <insert full Campus Name>

AND WHEREAS, the Contractor is required to furnish a bond in connection with said Contract, to secure the payment of claims of laborers, mechanics, and other persons, as provided by law:

NOW, THEREFORE, we the undersigned Contractor and Surety are held and firmly bound unto the State of California through the said Trustees in the amount required by law, in the sum of:

<copy Amount in Item 1-c from p. 1 of Agreement>

for which payment well and truly to be made we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION of this obligation is such,

That if the Contractor, his, her, or its heirs, executors, administrators, successors or assigns, or subcontractors shall fail to pay any of the persons referred to in Civil Code section 9100 or amounts due under the Unemployment Insurance Code with respect to work or labor performed by any such claimant, that the Surety or Sureties herein will pay for the same, in an amount not exceeding the sum specified in this bond, otherwise the above obligation shall be void. In case suit is brought on this bond, the said Surety will pay a reasonable attorney's fee to be fixed by the court.

This bond shall inure to the benefit of any of the persons referred to in Civil Code section 9100 so as to give a right of action to such persons or their assigns in any suit brought upon this bond. Any such right of action shall be subject to the provisions of Civil Code sections 8608 and 9566.

IN WITNESS WHEREOF, We have hereunto set our hands and seals on this ____ day of _____, 20____

CONTRACTOR Contractor Name: _____

AS

PRINCIPAL Contractor Address: _____ (SEAL)

By: _____

SURETY Surety Name: _____

Surety Address: _____ (SEAL)

By: _____

Signatures executed in behalf of the Surety must be properly acknowledged.

PERFORMANCE BOND

Contract No. <insert #>

Know All Persons by These Presents:

THAT WHEREAS, the State of California acting by and through the Trustees of the California State University, hereinafter called the Trustees, has awarded to

Contractor Name
Address
City, ST Zip

as Principal, hereinafter designated as the "Contractor," a Contract for the Work described as follows:

Project No.: <Project Number>
Project Name: <Project Name>
Campus: <insert full Campus Name>

AND WHEREAS, the Contractor is required to furnish a bond in connection with said Contract, guaranteeing the faithful performance thereof:

NOW, THEREFORE, we the undersigned Contractor and Surety are held and firmly bound unto the State of California through the said Trustees in the sum of:

<copy Amount in Item 1-c from p. 1 of Agreement>

to be paid to the said Trustees, State or its certain attorney, its successors and assigns: for which payment, well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION of this obligation is such,

That if the above bounden Contractor, his, her, or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and agreements in the foregoing contract and any alteration thereof made as therein provided, on his, her, its or their part to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless the State of California, its officers and agents, as therein stipulated, then this obligation shall become and be null and void; otherwise, it shall be and remain in full force and virtue.

IN WITNESS WHEREOF, We have hereunto set our hands and seals on this ____ day of _____, 20____

CONTRACTOR
AS
PRINCIPAL

Contractor Name: _____
Contractor Address: _____ (SEAL)
By: _____

SURETY

Surety Name: _____
Surety Address: _____ (SEAL)
By: _____

Signatures executed in behalf of the Surety must be properly acknowledged.

CERTIFICATION

Project Contract No. <##>

Project No. <##>

Instructions:

ALL BIDS AND CONTRACTS MUST BE SIGNED BY AN OFFICER OR EMPLOYEE HAVING THE AUTHORITY TO BIND THE COMPANY OR FIRM.

Provide the information requested below, including the type of organization for your firm, such as partnership, limited partnership, corporation, limited liability company, etc., and attach to this form a true and accurate copy of the firm's official record adopted by the firm's executives/board that authorizes certain of the firm's officers or employees to bind the firm. An example of such official record would be a corporate resolution duly adopted by a Board of Directors for a Corporation.

This is to certify that

1) I am _____
Name and Title of Authorized Signatory (such as John Smith, President)

2) of _____; and
Name of Firm

3) the attached official record, which lists only the officers or employees of our firm who are authorized to bind the firm, is a true and accurate copy as duly adopted by the Executives/Board of the firm on _____.
Date

Signature Date

Firm's Type of Organization (see instructions above)

IMPORTANT NOTE

(If your firm is a sole proprietorship, you need not complete this form. For all other types of firms, be sure to attach to this certification a copy of firm's official record authorizing officers or employees of the firm to execute Contract Documents or to execute a bid submittal. If attaching more than one document, modify the form to reflect that fact.)

NOTICE TO PROCEED

February 17, 2017

Design-Builder

Attention: {insert name}

Address

City, ST Zip

Contract No. {insert #}; Contract Amount: \${insert amount}
{insert Project Name and No.}
DIR Project Identification No. {insert # from PWC100}
{insert Campus}

Dear {insert Mr./Ms. + last name from above},

In accordance with the provisions of the Contract General Conditions for Collaborative Design-Build Major Projects, you are hereby notified to commence work on the subject contract on {insert start date} and are to complete fully the work within {insert # of days*} consecutive calendar days in accordance with your contract completion date of {insert completion date}.

The contract provides for assessment of liquidated damages of \${insert amount} for each consecutive calendar day that is required to finish the work after the contract completion date.

Share the above-referenced DIR public works project identification number with each subcontractor on this project, as he or she will need this number to submit certified payroll records into DIR's electronic certified payroll reporting (eCPR) database.

Sincerely,

Name

Construction Administrator

Department

c: Builders Risk Insurance Program (*enroll project*)
{insert names}