



**Nevada Joint Union High School District
11645 Ridge Rd.
Grass Valley, CA 95945**

**REQUEST FOR QUALIFICATIONS
For**

**Construction Management Multi-Prime Services for
New Construction**

Request for Qualifications Issued: October 25th, 2021

Statements of Qualifications Due: November 30th, 2021

Nevada Joint union High School District

Request for Qualifications

Construction Management Multi-Prime Services

I. Introduction:

The Nevada Joint Union High School District ("District"), through this RFQ process, intends to select qualified construction managers (hereinafter "Construction Manager") to provide Construction Management Multi-Prime services and to work as part of a project team with the Project Architect, Program and/or Project Managers, and District Staff throughout the design and construction process for various projects.

It is the District's belief that involving all of the project participants early in the process in a collaborative atmosphere of equals will result in projects that can be delivered with more predictable results: reasonable and reliable budgets, reliable timelines and best possible quality. The District seeks to gain the benefit of an environment where team members are encouraged to share ideas freely in an atmosphere of mutual respect, tolerance, and trust, and to explore ways to deliver projects that mitigate the uncertainty and frustration and risk inherent in the design-bid-build delivery method. Team members will be expected to work together to achieve transparent and cooperative exchange of information in all matters relating to the Project, and to share ideas for continuously improving project delivery during the course of design and construction.

- A. The District is issuing this Request for Qualifications ("RFQ") requesting Statements of Qualifications ("SOQ") from professional firms qualified to provide the District construction management multi-prime preconstruction and construction phase services for multiple projects in the District. Contracts will be awarded under a construction management multi-prime delivery method. The desired result of this SOQ process is to obtain one or more qualified construction management companies.
 - B. The RFQ describes the scope of work to be performed by the Construction Manager. In addition, the RFQ includes the selection process and the minimum information that must be included in each SOQ.
- II. Respondents must be fully bondable as applicable and insured pursuant to District guidelines and hold the necessary professional license for a construction manager as provided for in Government Code Section 4525 et. seq.

III. Submittal Process:

- A. One (1) bound hard copy and one (1) electronic copy of the SOQ response are to be delivered to:

Attn: Jordan Kohler
 Address: 11645 Ridge Rd, Grass Valley CA 95945
 Email: jkohler@njuhsd &
 hquiggle@njuhsd.com

- B. SOQ responses are due no later than 2:00p.m., November 30th, 2021.
- C. Submission of the SOQ by facsimile is not acceptable. All SOQ's received after the deadline will be returned unopened.
- D. Nevada Joint Union High School District reserves the right to reject any and all responses.
- E. Inquiries: All questions about the meaning or intent of this RFQ shall be submitted to the District in writing, sent by email or hard-copy mail to:

Attn: Heather Quiggle
 Address: 11645 Ridge Rd, Grass Valley CA 95945
 Tel.: (530)273-3351 x3216
 Email: hquiggle@njuhsd.com

- F. Replies will be issued by addenda and emailed to all parties recorded by the District as having received the SOQ documents.
- G. Questions received within five (5) working days of SOQ due date will not be answered. Only questions answered by formal written addenda will be binding.

IV. Anticipated Schedule of Events for selecting construction management firms

Event	DATE
Release RFQ Document	October 25th, 2021
SOQ's Due	November 30th, 2021
Evaluate SOQ's	December 3rd, 2021
Interviews	December 8th, 2021
Board Approves Construction Manager Firm(s)	December 15th, 2021
Notice of Intent to Award	December 16th, 2021

V. Project Description:

A. Prospective projects may include, but are not limited to:

- Additions to existing buildings
- Preparation of a facilities conditions and needs report
- Modernization of various schools / buildings
- New construction of elementary, middle, high schools
- and/or career tech buildings
- Various portable classroom building projects
- Athletic and sport complexes
- Energy Efficient Retrofits and Renewable Energy projects

B. Projects may include a design phase, plan check and bidding phase, and a construction phase.

VI. Statement of Qualifications ("SOQ") Format and Content

- A. The SOQ shall be clear, concise, well organized, and demonstrate respondent's qualifications. It shall be on 8 1/2" x 11" size paper, inclusive of resumes, forms and pictures. The submittal shall not exceed 20 (twenty) single-sided pages total length. Pages must be numbered. We will not count in the total 20 pages, the graphic cover sheet, cover letter, table of contents, financial information, blank section dividers (tabs), and a maximum of 6 (six) resumes demonstrating team experience with this type of project.

VII. All respondents are required to include the following in this order, or may not be considered for selection:

- A. Submittal Cover: Include RFQ title and submittal due date and name of entity, with address, fax number, telephone number of the firm (or firms if there is a joint venture or association).
- B. Table of Contents: Include a complete and clear listing of headings and pages to allow easy reference to key information.
- C. Cover Letter: This should be brief and concise. Include a cover letter signed by an officer of the firm submitting the SOQ, or signed by another person with authority to act on behalf of and bind the firm. The letter should certify that the information contained in the SOQ is true and correct. Please also indicate the contact person(s) for the Project.
- D. Executive Summary: Briefly summarize or paraphrase your proposal. Respondents are also encouraged to provide comments on the proposed scope of services and briefly describe your company philosophy on collaboration during preconstruction and construction.

- E. General Information about the Firm: Include number of employees, years in business, name(s) of owner(s), home office location, local office location (if different), types of licenses held, primary business types and market areas.
- F. Contractor's License: Respondents must hold a necessary license for a construction manager as provided for in Government Code Section 4525 et. seq. With regard to this license, provide the following information:
 - 1. Name of license holder exactly on file
 - 2. License classification
 - 3. License number
 - 4. Date issued
 - 5. Expiration date
 - 6. Whether license has been suspended or revoked in the past five (5) years, with explanation.
- G. Company Description and Location: Provide brief description of company, years in business, number of offices and staff size. State location of office tending to these projects.
- H. Organizational Chart: Provide an organizational chart containing the names of key personnel and their specific task or assignment. Provide brief resumes for each key member. The District will evaluate SOQ based on this chart and no changes in the team(s) will be allowed without prior written approval from the District. Include a list of all projects for which each individual is presently responsible, their title on the project(s), construction costs (millions), percentage of involvement and projected completion date.
- I. Methods and Strategic Plan: Concisely describe methods and plan for carrying out projects relative to what your firm has experienced in the past. Include collaboration with District and District's Consultants for the successful completion of any given project. Identify computer software and other technical resources proposed.
- J. Qualifications and Experience: provide a description of the respondent's applicable experience within the last five (5) years related to the following:
 - 1. Construction projects with an emphasis on K-12 Public Schools.
 - a. include project name.
 - b. include project location.
 - c. include project scope of work.
 - d. include success in completing the project on schedule and explanation for variation if original completion schedules not met.

- e. include success in completing the project on budget including original budget (GMP if applicable) and final construction costs. State reasons for variations, if any.
 - f. include project team contact information (owner, architect and any other relevant team member)
- K. Past Performance Record: if any of the following has occurred, please describe in detail the circumstances for each occurrence:
- 1. Failure to enter into a contract once selected.
 - 2. Withdrawal of a proposal as a result of an error.
 - 3. Termination or failure to complete a contract.
 - 4. Debarment by any municipal, county, state, federal or local agency.
 - 5. Involvement in litigation, arbitration or mediation.
 - 6. Conviction of the firm or its principals for violating a state or federal anti-trust law by bid-rigging, collusion, or restrictive competition between bidders, or conviction of violating any other federal or state law related to bidding or contract performance.
 - 7. Knowing concealment of any deficiency in the performance of a prior contract.
 - 8. Falsification of information or submission of deceptive or fraudulent statements in connection with a contract.
 - 9. Willful disregard for applicable rules, laws or regulations.
 - 10. Inability to bond a construction project within one month of contract approval.

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

- L. Bond Information: Attach a notarized statement from an admitted surety insurer (approved by the California Department of Insurance) authorized to issue bonds in the State of California, which states your current bonding capacity.
- M. Financial Information:

Provide the following financial information:

- a. A current report from any commercial credit rating service, such as Dunn and Bradstreet or Experian.
- b. A letter from a financial institution stating a current line of credit.

This information will remain confidential and shall not be subject to public disclosure.

N. Insurance Company: A letter from an insurance company indicating ability to provide insurance with the following requirements:

1. Lawfully authorized to do business in California as admitted carriers with a financial rating of at least A, Class VII status as rated in the most recent edition of Best's Insurance Reports
2. Comprehensive general liability insurance, including but not limited to protection for claims of bodily injury and property damage liability, personal and advertising injury liability and products completed operations liability. Coverage shall be with limits of not less than One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) general aggregate.
3. Automobile bodily injury and property damage insurance, including all owned, hired and non-owned equipment with combined bodily injury and property damage liability of Two Million Dollars (\$2,000,000).
4. Fire Insurance: Construction Manager will procure at Construction Manager's own expense and before commencement of any work, fire insurance on projects with course of construction, without exclusions, vandalism, and malicious mischief clauses attached. Amount of fire insurance shall be sufficient to protect against loss or damage in full until work is accepted by District.
5. Workers' Compensation Insurance: In accordance with the provisions of Section 3700 of the California Labor Code, Construction Manager and every trade contractor shall be required to secure the payment of compensation to its employees. Construction Manager shall provide, during the life of project, workers' compensation insurance for all of its employees engaged in work, on or at the site of project. In case any class of employees engaged in work, on or at the site of the Project, is not protected under the workers' compensation statute, Construction Manager shall provide or shall cause a subcontractor to provide adequate insurance coverage for the protection of such employees not otherwise protected before subcontractor commences work. Construction Manager shall file with District certificates of its insurance protecting workers and a 30-day notice shall be provided to District before the cancellation or reduction of any policy of Construction Manager or trade contractor (if any). Construction Manager shall submit proof of insurance and shall provide endorsements on the forms provided by District or on forms approved by District.
6. Errors and Omissions / Professional Liability Insurance: Construction Manager shall maintain all applicable Professional Liability / Errors and Omissions coverage with limits not less than Two Million Dollars

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(\$2,000,000) per occurrence Five Million Dollars (\$5,000,000) aggregate.

- VIII. Exceptions to this RFQ: The response shall certify that the Respondent takes no exceptions to this RFQ and sample agreement.
- IX. Submittal Evaluation Criteria: Submittals received by the District will be evaluated according to the criteria listed below by way of illustration and not limitation, in no particular order, and with no specific weighting:
- A. Conformance to the specified SOQ format;
 - B. Organization, presentation and content of the SOQ;
 - C. Specialized experience with CM multi-prime or CM at-risk, K-12 public schools and technical competence of the firm(s), considering the types of services required, the complexity of the project, record of performance, and the strength of the key personnel who will be dedicated to the project;
 - D. Experience construction management multi-prime project delivery method;
 - E. Proposed methods and overall strategic plan to accomplish the work in a timely and collaborative manner;
 - F. Knowledge and understanding of the local environment and a local presence for interfacing with the District;
 - G. Financial resources and stability and ability to meet the insurance requirements;
 - H. Description of in-house resources for prime Respondent (i.e. computer capabilities, software applications, modeling programs);
 - I. Description of involvement and commitment of firm's principals throughout the project;
 - J. Past performance record.
- X. Method of Selection: The purpose of this RFQ is to enable the District to select the most qualified firm(s) with whom the District may enter into negotiations for construction of the projects under a construction management multi-prime delivery method.
- A. District will evaluate firms on their demonstrated competence and on their professional qualifications necessary for the satisfactory performance of the services required as evidenced in their responses to the RFQ.
 - B. The desired result of this SOQ process is to obtain a qualified pool of Construction Manager entities, numbering from one to any number. This pool will then be used to select the Construction Manager for anticipated projects. At the time of project determination, the District may negotiate a contract with the best qualified Construction Manager as determined by the District to be in the best interest of the District, at compensation which the District determines is fair and reasonable. Should the District be unable to negotiate a satisfactory contract with the Construction Manager considered to be the most qualified at a price the

District deems reasonable, negotiations with that Construction Manager may be formally terminated or deleted from the pool.

- C. The District will use the qualifications-based selection process outlined in the submittal evaluation criteria (Section IX) plus any other criteria determined to be important by the District, at District's sole discretion, and has unilateral authority to select or not select any respondent.
- D. A review and selection committee composed of key District officials and consultants will review and evaluate all SOQ's and may conduct interviews.

XI. General Information:

- A. Compliance: the submittal must be in strict accordance with the requirements of the RFQ. Any document not submitted in accordance with the requirements of the RFQ may result in rejection of submittal in its entirety.
- B. There is no appeal from a refusal for an incomplete or late application, but re-application in response to an RFQ may be permitted. The closing time for Statements of Qualifications will not be changed in order to accommodate supplementation of incomplete submissions or late submissions.
- C. Confidentiality: Submittals will be opened privately to assure confidentiality and avoid disclosure of the contents to competing respondents prior to and during the review, evaluation and negotiation process. However, to the extent that the submittals are public records under California law, the submittals may be released to the public if requested by members of the public.
- D. Amendments: The District reserves the right to cancel or revise in part or in its entirety this RFQ. If the District cancels or revises this RFQ, all Respondents will be notified by addenda. The District also reserves the right to request follow up information and/or extend the date responses are due. Contractors prepare and submit Statements of Qualification at their own risk, and shall not be entitled to any damages if the District cancels or revises this RFQ.
- E. Pre-qualification under this RFQ shall remain valid until all work referred to in this RFQ is completed.

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

XIII. Special Conditions:

- A. Non-Discrimination: The District does not discriminate on the basis of race, color, national origin, religion, age, ancestry, medical condition, disability or gender in consideration for an award of contract.
- B. Drug-Free Policy and Fingerprinting: The selected Construction Manager shall be required to complete any and all fingerprinting requirements and criminal background checks required by State law and shall also be required to complete a Drug-Free workplace certificate.

- C. Costs: Costs of preparing a submittal in response to the RFQ are solely the responsibility of the Respondent.
- D. Prevailing Wages: Respondents are advised that the all projects are a public work for purposes of the California Labor Code, which requires payment of prevailing wages.
- E. Contractor/Subcontractor/Trade Contractor Registration and Labor Compliance Monitoring and Enforcement: Except as provided in Labor Code § 1771.1(a), no Construction Manager, Contractor, or Trade Contractor may be listed on a proposal for a public works project submitted on or after March 1, 2015, or perform work on a public works contract awarded on or after April 1, 2015, unless registered with the Department of Industrial Relations pursuant to California Labor Code § 1725.5. This Project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. (Labor Code § 1771.4.)

Construction Manager, Contractor and any Trade Contractors engaging in Work on any Project for the District are required to review and comply with the provisions of the California Labor Code, Division 2, Part 7, Chapter 1, beginning with Section 1720, and the regulations of the Department of Industrial Relations implementing those provisions. These statutory and regulatory provisions contain specific requirements concerning, for example, the determination and payment of prevailing wages, retention, inspection and auditing of payroll records, use of apprentices, payment of overtime compensation, and various penalties or fines which may be imposed for violations of the requirements of the chapter. Submission of a Proposal constitutes the Bidder's representation that it has thoroughly reviewed these statutory and regulatory requirements and agrees to bind every Subcontractor/Trade Contractor performing Work on any Project to these requirements to the extent such requirements are applicable to the Subcontractor's Work.

- F. Bonding: The successful Construction Manager may be required to furnish a Payment (material and labor) Bond in the amount of one hundred percent of the contract price.
- G. Limitations: This RFQ does not commit the District to award a contract, to defray any costs incurred in the preparation of a submittal pursuant to this RFQ, or to procure or contract for work.

XIV. District Contact

Contacts with District staff or with Board of Trustee members may be grounds for disqualification from this selection process.

- XV. Incomplete submittals, incorrect information, or late submittals or any attempt to contact or influence a member of the Board of Trustees may be cause for immediate disqualification. Issuance of this RFQ does not commit the District to award a contract or to pay any costs incurred in the preparation of a response to this RFQ. The District reserves the right to request additional information or clarification during the evaluation process. The District retains the right to reject any or all submittals. All respondents should note that the execution of any contract pursuant to this RFQ is dependent upon the approval of the Nevada Joint Union High School District in its sole discretion. District reserves the right to waive minor irregularities and omissions in the Statement of Qualifications.

XVI. SERVICES AND RESPONSIBILITIES

The following services and responsibilities will be included in the construction management agreement with the District. Please address these items in your SOQ.

Each respondent represents to district that it has the necessary license for a construction manager as provided for in Government Code Section 4525, et seq. and that it has expertise and experience in professional construction services including: construction supervision; bid evaluation; project scheduling; cost benefit analysis; claims review and negotiation; and general management and administration of construction projects

A. DESIGN PHASE

- a. Cost Review. Services shall include preparation of conceptual and periodic estimates, budget assessment and cost containment advice, and value analysis studies and recommendations. Construction Manager shall prepare and update budgets for each Project, and budget review and revision as needed.
- b. Master Construction Schedule. Construction Manager shall develop a Master Construction Schedule for the project, subject to approval by district, which shall contain key milestones to be accomplished by the contractors.
- c. Construction Management Coordination, Constructability and Value Engineering Review Construction Manager will perform constructability and value analysis reviews and will provide input to the District relative to means and methods of construction, duration of construction, and constructability of design documents.
- d. Professional Consultants. The Construction Manager shall assist the District, if required, in selecting and retaining the professional services of surveyors, architects, special consultants, and testing laboratories, and coordinate their services.

B. PLAN CHECK AND BIDDING PHASE

- a. Separate Contracts (Multi-Prime Trade Contracting). The Construction Manager shall assume responsibility for the separation of the Project drawings and specifications into separate contracts for various categories of work ("Contracts"). Construction Manager shall advise on the methods to be used

for selecting Trade Contractors and awarding individual bids. The Construction Manager shall identify potential contractors for approval through the District's pre-qualification process. Construction Manager shall review the drawings and specifications to: (1) create bid packages that clearly define and segregate the scope of work to ensure completeness, to avoid duplication and to minimize Trade Contract scheduling conflicts; (2) coordinate the performance of the Trade Contractors; (3) all requirements for the project have been assigned to the appropriate separate contract, (4) minimize the likelihood of jurisdictional labor disputes; and (5) permit construction to be phased as contemplated by the Preliminary Construction Schedule.

- b. Bidding Procedures. The Construction Manager shall develop and expedite bidding procedures for bid document issuance, bid tracking, and receipt of proposals with regard to each of the contracts. The Construction Manager shall also take the necessary procedures to administer any prequalification of potential contracts as directed by the District and ensure that all contracts are competitively bid when required by law.
- c. Pre-Bid Conference(s). In conjunction with the Architect and District, Construction Manager shall conduct the pre-bid conference(s). These conferences will familiarize bidders with the particular project, bid documents, Labor Compliance Program requirements, multiple-prime trade contracting, and any unusual systems, materials, or methods.
- d. Bid Evaluation. In cooperation with the architect, the Construction Manager shall assist the District in preparation of bid packages for each trade, bid openings and evaluating bids for completeness, responsiveness and price. Construction Manager shall make a formal report to the District with regard to the potential award of each Trade Contract. The Construction Manager will provide the proposed contract for each successful bidder.

In the event the bids exceed the project budget and the district authorizes re-bidding of all or portions of the project, the Construction Manager shall cooperate in revising the scope and quality of work as required to reduce the construction costs for the project. The Construction Manager shall cooperate with the District and architect as necessary to bring construction costs within the project budget.

- e. Analysis of Labor. The Construction Manager shall provide an analysis of the types and quantities of labor required for critical phases. The Construction Manager shall make recommendations to minimize adverse effects of labor shortages.

C. CONSTRUCTION PHASE

- a. Pre-Construction Conference(s). The Construction Manager shall conduct, in conjunction with the District and the architect, pre-construction orientation conference(s) for the benefit of the successful contractors and shall serve to orient the contractors to the various reporting procedures and site rules prior to the commencement of actual construction. The Construction Manager shall obtain the certificates of insurance and bonds from the contractors and forward such documents after review by the construction manager to the district.

- b. Contract Administration. The construction phase consists of the coordination of all activities that are included in the construction of a particular project. The Construction Manager shall be responsible for coordinating the work for the project pursuant to the Master Construction Schedule. The Construction Manager shall maintain communication with the District throughout the construction phase and shall provide responsible reporting and documentation. The Construction Manager shall be solely responsible for coordinating the site construction services provisions (general conditions items) including general construction supervision (dedicated field supervision) and administration of the project, conducting construction progress meetings, providing progress reports, processing contractors requests for information (RFI's), reviewing and recommending with the architect the approval or disapproval of change orders and payments to the contractors, and maintaining record keeping to assist the district in negotiations, mediation or arbitration of claims or disputes.

The Construction Manager, in cooperation with the architect, shall administer the construction contracts as set forth herein and as provided in the general conditions of the contracts for construction. The Construction Manager shall coordinate the preparation of construction staging areas on-site for the project and shall coordinate the preparation of the site for construction, including, but not limited to fencing, barricades, access parking or other items reasonably necessary for efficient construction. The Construction Manager shall also coordinate the mobilization of all contractors and shall coordinate construction sequencing.

In addition, the Construction Manager shall provide all management (project management, field superintendent, support personnel, etc.) and related services as required to coordinate work of the contractors with each other and the activities and responsibilities of the architect and district in order to complete the project in accordance with the contract documents within the project budget. The Construction Manager shall provide sufficient qualified

and experienced personnel. The Construction Manager shall maintain competent, full-time staff at the project site for the purpose of coordinating and providing general construction supervision for the work and progress of the contractors.

- c. Purchase, Delivery and Storage of Materials and Equipment. The Construction Manager shall investigate and recommend a schedule for the district's purchase of owner supplied materials and equipment which are a part of the project and require long lead time procurement, and coordinate the schedule with the early preparation of portions of the contract documents. The Construction Manager shall expedite and coordinate delivery of all purchases. The Construction Manager shall arrange for delivery and storage, protection and security for district-purchased materials, systems and equipment, which are a part of the project, until such items are incorporated into the project. The Construction Manager shall coordinate with or assign these activities to the appropriate contractor who is responsible for the installation of such materials, systems, and equipment.

- d. Submittal Procedures. The Construction Manager shall establish and implement procedures with the architect and coordinate and review shop drawing submittals, requests for information, samples, product data, change orders, payment requests, material delivery dates, and other procedures, and maintain logs, files, and other necessary documentation.

The Construction Manager shall coordinate the dissemination of any information regarding submittals and consult with the architect and the district if any contractor requests interpretations of the meaning and intent of the contract documents, and assist in the resolution of questions which may arise.

The Construction Manager shall monitor the certified payroll for the project as submitted by the contractors.

- e. Meetings. The Construction Manager shall coordinate and conduct preconstruction, construction and weekly job-site progress meetings with the contractors. The architect will record and distribute minutes to all attendees, the district, and all other appropriate parties.

The Construction Manager shall assist in the resolution of any technical construction issues working through the architect and district inspector.

- f. Coordination of Technical Inspection and Testing. The Construction Manager shall coordinate with the District's inspector all testing required by

the architect or other third parties. If requested, the Construction Manager shall assist the district in selecting any special consultants or testing laboratories.

- g. Implementation of Master Construction Schedule. The Construction Manager shall implement the Master Construction Schedule and shall regularly update and maintain the Master Construction Schedule incorporating the activities of contractors on the project, including activity sequences and durations, allocation of labor and materials, processing of shop drawings, product data and samples, and delivery of products requiring long lead time procurement. The Master Construction Schedule shall include the District's occupancy requirements showing portions of the project having occupancy priority. The Construction Manager shall update, reissue and distribute the master construction schedule as required by the architect to show current conditions and revisions.
- h. Safety Programs. To the extent required by OSHA or any other public agency, the Construction Manager shall be responsible for each Contractor's safety programs and monitor their implementation along with any necessary safety meetings. The Construction Manager shall be the controlling employer on the project.
- i. Endorsements of Insurance, Performance/Payment Bonds. The Construction Manager shall receive and review Endorsements of Insurance, Performance/Payment Bonds from the Contractors and forward them to the district with a copy to the architect prior to commencement of any work by such contractors.
- j. Maintain On-Site Records. The Construction Manager shall develop and implement a comprehensive document management program. The Construction Manager shall maintain at the project site, on a current basis: a record copy of all contracts, drawings, specification, addenda, change orders, architectural issued revisions, and other modifications, in good order and marked to record all changes made during construction; shop drawings; product data; samples; submittals; purchases; materials; equipment; applicable handbooks; Titles 21 and 24 of the California Code of Regulations; the California Uniform Building Code; maintenance and operating manuals and instructions; other related documents and revisions which arise out of the contracts.

The Construction Manager shall maintain records of principle building layout lines, elevations for the bottom of footings, floor levels and key site elevations certified by a qualified surveyor or professional engineer, if necessary. The Construction Manager shall make all records available to the

District. At the completion of the project, the Construction Manager shall deliver all such records to the architect.

- k. Schedule of Values and Processing of Payments. The architect, in coordination with the Construction Manager, shall review and approve each contractor's schedule of values for each of the activities included in that contractor's schedule of activities. The Construction Manager shall develop and maintain a master schedule of values. The schedule of values is to include a line item for the value of monthly schedule updates from the contractors. The Construction Manager shall review with the architect and make recommendations to the architect pertaining to payments to the contractors. The Construction Manager shall develop and implement procedures requiring monthly schedules and lien releases with pay applications by Contractors for progress and final payments.
- l. Evaluate Change Orders. The Construction Manager shall evaluate contractors' change order proposals and make a formal recommendation to the architect and district regarding the acceptance of any proposal for a change order.
- m. As-Built Documents. The Construction Manager shall perform coordination, supervisory and expediting functions in connection with the contractor's obligation to provide "as-built" documents and make recommendations to the architect for adequate withholding of retention in the event that a contractor fails to provide acceptable "as-built" documents.
- n. Training Sessions. The Construction Manager shall coordinate and schedule training sessions for the district's personnel and shall require that the contractor's obligation in providing this training is fulfilled before release of retention.
- o. Accounting Records. The Construction Manager shall establish and administer an appropriate project accounting system in conjunction with the district and shall maintain cost accounting records on authorized work performed under unit costs, additional work performed on the basis of actual costs of labor and materials, or other work requiring accounting records.
- p. Utilities/Permits. The Construction Manager shall assist the architect and District in obtaining all necessary permits and utility installation for the project, including but not limited to, building/utility, grading, and occupancy permits. This task may encompass accompanying governmental officials (Fire Marshal, DSA, Health Department, local building department and fire authority, etc.) during inspections, assisting in preparing and submitting

proper documentation to the appropriate approving agencies, assisting in final testing and other necessary and reasonable activities.

- q. Fingerprinting/Drug Testing. The Construction Manager will monitor and enforce the fingerprinting program as required by the district. The construction manager will also maintain a drug-testing program in conjunction with the safety plan for the job site.
- r. Time/Liquidated Damages. In the event the construction time requirements set forth in the contracts are exceeded, the construction manager's fee shall be reduced by an amount of \$1500 per calendar day as liquidated damages, starting from the scheduled construction completion date for the project until construction is substantially complete.

The Construction Manager shall be entitled to an extension for the time of completion and shall not be subject to a claim for liquidated damages for delays which may arise due to an act of God as defined in Public Contract Code Section 7105 if the act of God affects the governmental agency from which approvals are necessary for completion of the project. The Construction Manager shall have no claim for any other compensation for such delay. Should the schedule for the project be extended due to an act of God as discussed above, the construction manager's agreement shall be extended and the construction manager may negotiate for additional compensation.

- s. Recommendations to District. The Construction Manager shall endeavor to achieve satisfactory performance from each contractor. The Construction Manager shall recommend courses of action to the district when requirements of a contract are not being fulfilled, and the non-performing party is not taking satisfactory corrective action.
- t. Punch List/Warranty. The Construction Manager will be the single point of contact for all punch list and warranty items and be responsible for all warranty items for the life of the warranty period.
- u. Construction Cost and Project Budget. The construction cost of the project shall be the total of the final contract sums of all of separate contracts of contractors for the project, and shall not exceed the budget amount for the Construction Cost as set forth in the project budget.

Construction cost shall not include the compensation of the Construction Manager, architect, other consultants, the cost of land, rights-of-way, and other costs, which are the responsibility of the district. General conditions will be included as part of the construction cost.

- v. Basic Compensation Payment. Fees will be negotiated with the District, but will in no event exceed OPSC guidelines for construction management services.

For Construction Phase Services, provide a fee schedule that indicates the construction phase fee the Construction Manager would charge for new construction vs. modernization projects as a percentage of the total cost of construction, as well as hourly rates. For the purpose of developing this fee schedule, the Construction Manager shall identify the points at which the fee percentage decreases based on assumed construction costs as follows:

- \$1.0M or less
- \$1.0M to \$5.0M
- \$5.0M to \$25.0M
- \$25.0M to \$50.M
- Over \$50M

- w. Pre-Construction Invoicing. Construction Manager shall invoice for the services set forth in the design and bidding phase in mutually agreed monthly increments, from the time the Construction Manager begins work on the project to the commencement of the construction phase at which time contracts are awarded by the district.

Provide billing rates for all personnel and categories of employees as well as any overhead or other special charges. If applicable, the Construction Manager should provide estimates for certain standardized components of the Services. Provide Construction Manager's typical fee schedule as applicable, as well as any Sub-Consultant fees or services that may be needed.

Construction Manager shall propose **all-inclusive** hourly fees for all proposed Services. Construction Manager's proposed rates should include and account for all direct labor costs, fringe benefits, insurance, overhead, profit, and all other expenses the Construction Manager will incur in providing Services. All proposed reimbursable expenses shall be directly related to the services required for the Project and must be supported by proper documentation and prior District authorization. Reimbursement shall not exceed cost plus 5%. All other services not included herein shall be negotiable as required.

- x. Construction Invoices. Construction Manager shall invoice for the construction services set forth in mutually agreed monthly increments, from the time the Construction Manager begins the construction phase to the completion of the project.

