



# REQUEST FOR QUALIFICATIONS RFQ #2022-001

## CONSTRUCTION MANAGEMENT SERVICES

FOR

### **DELANO JOINT UNION HIGH SCHOOL DISTRICT**

**Issue Date:** Thursday October 6, 2022

**Response Due Date/Time:** Thursday October 20, 2022, 2:00 **p.m.**

**Contact:**

**Name:** Robert Avila, Director Maintenance, Operations and Transportation

**Address:** 1720 Norwalk Street, Delano, CA 93215

**Telephone Number:** (661) 720-4198

**Email:** [ravila@djuhsd.org](mailto:ravila@djuhsd.org)

## I. GENERAL

The Delano Joint Union High School District ("Owner") issues this Request For Qualifications and seeks proposals from firms interested in providing construction management services. Owner anticipates commencing a construction project and utilizing construction management services of the selected firm to facilitate successful completion of the project on time and within budget. Owner reserves the right to request the selected firm to provide services for projects not specifically identified in this document, so long as the need for such services arises within the life of the anticipated contracts.

Owner anticipates the need for construction management services for the following project ("Project"):

School Modernization Projects - Multiple School Sites  
Various other projects under the direction of the DJUSD facility team.

Through this Request for Qualifications, Owner will assess the qualifications and ability of the firms submitting proposals to meet Owner's needs for the Project, as well as the cost for the services. Owner intends to select a firm and award a contract to the firm which the Owner identifies as best meeting its needs for the Project.

## II. PROJECT DESCRIPTIONS

A. Owner's Project consists of: *[describe project]*

B. The Project will be designed and constructed according to all applicable Codes and plans and specifications approved by the Department of General Services, Division of State Architect, as applicable.

C. Construction Type: Construction Management Multiple-Prime

This Project consists of: *[describe, including description of nature and extent of work, any specialty work and/or trades, the various contractor trades involved with descriptions of general type of trade work and identification of any special factors]*

Construction Management

D. Site Work:

The project \_\_\_\_ **does** / **X** **does not** include off-site work related to construction of the Project. *[describe]*

E. The proposed budget for the Project *[if available]* is:

Title: School Modernization Projects - Various \$ \_\_\_\_\_

### III. CONSTRUCTION SCHEDULE

A. The following is a tentative schedule for the Project:

ISSUANCE OF NOTICE TO PROCEED	ESTIMATED TIME OF CONSTRUCTION	ESTIMATED DATE OF COMPLETION

B. It is anticipated that the services required under this RFQ shall extend from the time of award of a contract to the Construction Manager, through Project completion and final acceptance by the Owner, and any warranty period after that.

### IV. SCOPE OF SERVICES

A. The selected Construction Management firm ("CM"), shall provide required construction management services for the Project. The CM shall provide those services with special emphasis on construction efficiency, cost control, schedule control, document control, contractor compliance, and management of information. The services required include, without limitation, the following general categories:

1. Communication with Owner;
2. Working with Owner's Architect;
3. Observation of Project;
4. Construction of Project;
5. As-Built Drawings;
6. Additional Services of CM;
7. Preparation, and performance of services pursuant to an estimated time schedule;
8. Maintenance of records of direct personnel and reimbursable expenses and other matters;
9. Cooperation with Owner's DVBE compliance requirements and goals.

B. The scope of services requested will be more fully defined in a written Construction Management Contract. The firm selected will be required to execute an agreement in the form attached as Exhibit A.

## V. PROPOSAL CONTENT REQUIREMENTS

In order to evaluate the qualifications of prospective firms, proposals are requested to be prepared in an outlined format. Brevity and clarity in all presentations are requested. The following, at a minimum, must be submitted:

A. Cover Letter—Provide a cover letter signed by your firm's principal that includes the firm's understanding of the work to be accomplished, and a brief general statement confirming your ability to perform the requested services and complete the Project.

Qualifications—The CM firm shall have professional experience in the field of public school construction and demonstrated expertise in successful projects of similar or larger size and scope. If required by Owner, submit full and complete responses to the Qualifications Questionnaire attached as Exhibit B.

If no Qualifications Questionnaire is used in this process, provide the following information:

1. Identify your most recent DSA project of similar complexity and scope.
2. Firm Background—Provide the following information related to your firm:
  - a. Firm name, telephone number and mailing address;
  - b. Name of person in your firm who we should contact about this proposal;
  - c. A brief history of the firm, the number of years the firm has been in the CM business, and the year the firm was established, along with the location of the main office, and any branch offices of the firm;
  - d. Type of organization (corporation, partnership, joint venture, or sole proprietorship);
  - e. Firm profile, describing how and why your firm is especially qualified to perform the services outlined for this Project;
3. Provide a list of similar projects your firm has completed within the past five years, along with the following information for each project:
  - a. Type of project;
  - b. Description of the services performed by your firm;
  - c. Location of client and facility;
  - d. Original and final construction budgets;
  - e. Start and completion dates for construction, both projected and actual;
  - f. Contact name and phone numbers for client on each project.
4. The CM shall clearly demonstrate understanding of the scope of the Project by submitting a synopsis of projected duties during the construction phase of the

project, along with a brief description of the firm's approach to the provision of services.

5. Indicate proposed Project staffing.

- a. Provide an organizational chart showing how your team will carry out the responsibilities listed above, and how the team will communicate with Owner;
- b. Team Member Background—Provide the following information related to your individual team members:
  - (1) Résumé—Individual profile, describing how and why each individual is especially qualified to perform the services outlined for this project;
  - (2) Percentage of time each individual will devote to this project;
  - (3) Provide the qualifications of the proposed team members from your firm, including resumes of the main contract professional and associated team members, past relevant project experience and copies of individual professional licenses or certifications.

B. Fee Proposal—Provide a Fee Proposal to perform all tasks described in this Request for Qualifications. The Fee Proposal should include the cost of all basic services, the hourly rates for staffing positions for additional services. Owner intends to review the fee information during, and use same as part of, the selection process to determine the firm best suited to meet the purposes of Owner.

C. Insurance Requirements—The CM firm selected shall furnish to Owner, prior to the commencement of work, an underwriter's certificate of insurance reflecting not less than the following limits:

1. Workers' Compensation as required by law;
2. \$1 Million per occurrence for Comprehensive General Liability;
3. \$1 Million per occurrence for Automobile Liability;
4. \$1 Million per occurrence for Errors and Omissions insurance.

## VI. SUBMISSION OF PROPOSALS

A. Proposals shall be received by Owner, at the address stated below, on or before the date and time stated on the face sheet of this RFQ.

B. The submission of a proposal shall be an indication that the proposer has investigated and satisfied himself as to the conditions to be encountered, the character, quality and scope of work to be performed, and the requirements of Owner.

C. Proposals shall be enclosed in a sealed container upon which shall be written the title of the proposal and the name and address of the proposer.

D. All proposals received by Owner will be considered public records as defined in Section 6252 of the California Government Code and shall be open to public inspection, except to the extent the proposer designates trade secrets or other proprietary material to be confidential. Any documentation which the proposer believes to be a trade secret must be provided to Owner in a separate envelope or binder and must be clearly marked as a trade secret. Owner will endeavor to restrict distribution of material and analysis of the proposals. Proposers are cautioned that materials designated as trade secrets may nevertheless be subject to disclosure and Owner shall in no way be liable or responsible for any such disclosure. Proposers are advised that Owner does not wish to receive material designated as trade secrets and requests that proposers not supply trade secrets unless absolutely necessary. The Proposer's qualification package, and any other supporting materials submitted to Owner in response to the request, will not be returned and will become the property of Owner unless portions of the materials submitted are designated as proprietary at the time of submittal, and are specifically requested to be returned.

E. Interested firms shall submit 3 *[indicate number of copies desired]* copies of the requested information in a sealed envelope to the address listed below:

Delano Joint Union High School District  
Attn: Robert Avila, Director Maintenance, Operations and Transportation  
RE: RFQ #2022-001 Construction Management Services  
1720 Norwalk Street, Delano, CA 93215

## **VII. SELECTION PROCESS AND CRITERIA**

A. All proposals will be subjectively evaluated on the following criteria:

1. Qualifications and availability of the firm to perform the anticipated services described;
2. Qualifications and availability of the proposed team members to perform the anticipated services described;
3. Previous references and relevant experience with projects of similar size and function;
4. Understanding of the current project scope and requirements;
5. Price;
6. All material submitted;
7. Any other information desired by or received by Owner.

B. At the election of Owner, a short-list of the top firms may be generated, and Owner may invite the short-listed respondents to make an oral presentation to Owner's Board or evaluation committee before reaching a final selection. After review of the proposals, and receipt of presentations, if elected by Owner, the firm(s) deemed to best meet the needs of Owner will be contacted.

C. Upon final selection, the Construction Management Contract will be processed by Owner for award of contract.

## VIII. CONDITIONS TO AWARD

A. Owner reserves the right to delay the selection process, withdraw the RFQ, and/or cancel the Project.

B. This solicitation does not commit Owner to pay any costs in the preparation or presentation of a submittal.

## IX. PROHIBITED ACTIVITY

A. Submitting firms or their agents shall not make any personal contacts with any member of Owner's board of trustees or other governing body prior to selection and award of a contract for this work.

B. Conflict of Interest: Proposing firms shall have read and shall be aware of the provisions of Section 1090, et seq. and Section 87100, et seq. of the Government Code relating to conflict of interest of public officers and employees. No officer or employee of Owner or member of its governing body shall have any pecuniary interest direct or indirect, in the resulting agreement or the proceeds thereof.

## X. QUESTIONS

Any questions or clarifications concerning this Request for Qualifications, or requests to review plans and specifications for the project, should be submitted to: ***[insert name and address]***:

Delano Joint Union High School District  
Attn: Robert Avila, Director MOT  
1720 Norwalk Street, Delano, CA 93215  
ravila@djuhsd.org  
(661) 720-4198

# **EXHIBIT A**

## **CONSTRUCTION MANAGEMENT CONTRACT**



# CONSTRUCTION MANAGEMENT CONTRACT

THIS CONSTRUCTION MANAGEMENT CONTRACT ("CONTRACT") is made by and between the Delano Joint Union High School District (Owner), and \_\_\_\_\_ (Construction Manager).

A. Pursuant to the authority contained in Education Code sections 35160 and 17019.3 (K-12)/[70902 (community college)], Owner wishes to employ, as an independent contractor, Construction Manager to assist in the development and construction of the following project ("Project"): ***[describe project]***

B. In consideration of the payment made by Owner, Construction Manager shall perform the duties and responsibilities indicated in this contract and generally provide business administration and management services to ensure the timely and satisfactory completion of the Project.

C. Therefore, Owner and Construction Manager agree to the attached General Conditions, the attached Appendix A—Architect—CM Matrix, Appendix B—Project Management Fee, Appendix C—Reimbursable Cost Allowances, and Appendix D—Additional Services, Rate Schedule, all of which are incorporated by reference into this Contract

D. Licensing Requirement: Pursuant to Government Code sections 4524, et seq., Construction Manager possesses an appropriate license by the State of California and is otherwise competent and qualified to perform the duties required by this contract.

E. Jurisdiction/Venue: This contract shall be governed by the laws of the State of California and venue shall be in Kern County, California. This Contract is executed the day and year below.

OWNER

CONSTRUCTION MANAGER

Delano Joint Union High School District

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

## **GENERAL CONDITIONS**

### **ARTICLE I CONSTRUCTION MANAGER'S SERVICES & RESPONSIBILITIES**

Construction Manager agrees to further the interest of Owner by furnishing the Construction Manager's skill and judgment in cooperation with the services of Owner's Engineering Consultants. Construction Manager agrees to furnish business administration and management services and to perform in an expeditious and economical manner consistent with the interest of Owner.

**BASIC SERVICES:** Construction Manager's Basic Services consist of the two parts described below and will be applicable to the construction of the Project. Further information is contained in the Architect—CM Matrix, attached as Appendix A.

#### **1.1 Part 1—Preconstruction Phase.**

- 1.1.1 Provide preliminary evaluation of the scope, design, and budget, as each relates to the other. Review schematic budgets, assist Owner in maintaining mutually agreed upon scope, Project budget, and other design parameters. Provide cost evaluations of alternate materials and systems, if required.
- 1.1.2 Review current designs and through their development provide evaluations of the scope, design, budget, and schedule. Advise on selection of materials, building systems, equipment, and methods of Project bidding and delivery. Provide recommendations on alternative designs or materials, preliminary budget savings and possible economics, if required.
- 1.1.3 Assign responsibilities for safety precautions; provide temporary Project facilities and equipment, materials, and services for common use of contractors; verify that the requirements and assignment of responsibilities are included in the proposed Prime Contracts for the Project.
- 1.1.4 Review the drawings and specifications to ensure that (1) the work of the separate Prime Contractors is coordinated, (2) all requirements for the Project have been assigned to the appropriate Prime Contractor, (3) the likelihood of jurisdictional disputes has been minimized, and (4) proper coordination has been provided for sequenced construction.
- 1.1.5 With input from Owner and Architect, develop a Project Construction Schedule providing for all major elements such as phasing of construction and the times of commencement and completion required of each Prime Contractor.
- 1.1.6 Ensure that the letting of all Prime Contracts complies with applicable laws, rules and regulations relating to competitive bidding.

- 1.1.7 Coordinate contract documents by consulting with Owner and Owner's Consultants regarding drawings and specifications as they are being prepared, and recommending alternative solutions whenever design details affect construction feasibility, cost or schedules.
- 1.1.8 Ensure the following Bond requirements are included in all proposed Prime Contracts for all contracts \$25,000.00 or greater:
  - a. Performance Bond at 100% of the Contract amount.
  - b. Payment Bond at 100% of the Contract amount.
  - c. Bid Bonds at 10% of the bid amount, if required.
- 1.1.9 Construction Manager shall endeavor to develop bidders' interest in the project, and shall establish bidding schedules; develop and issue bidding documents to bidders; assist with conducting pre-bid conferences as may be required to familiarize bidders with the bidding documents, management techniques and any special systems, materials or methods; and assist Owner's Consultants with the receipt of questions from bidders, and the issuance of addenda.
- 1.1.10 Construction Manager shall not be a bidder nor participate with others in individual contracts within the project. Miscellaneous items not easily attributable to specific bid packages will be done by Construction Manager, with Owner's prior authorization, on a cost plus reimbursable basis per Article 1, paragraph 1.1.14. These items will be within the allowable reimbursable limits.
- 1.1.11 With Owner's assistance, Construction Manager shall receive bids, prepare bid summaries and make recommendations to Owner for the award of contracts or rejection of bids.
- 1.1.12 Conduct pre-award conferences with successful bidders and, with the assistance of the Architect, prepare and issue Prime Contracts to all bidders awarded contracts.
- 1.1.13 Solicit bids and arrange for Owner to purchase various materials, products or supplies which will be incorporated into the work under the construction phase of the Project.
- 1.1.14 Provide general conditions requirements of the contract. Construction Manager may use his own forces to complete or correct work of contractors who fail to perform their portion of the work satisfactory or in a timely manner pursuant to established schedule. Construction Manager shall also provide services to in-fill any gaps in the work that for any reason are not included in the contracts for construction.

## **1.2 Part 2—Construction Phase.**

The construction phase will commence with the award of the initial Prime Contracts and, together with Construction Manager's obligation to provide basic services under this Contract, will end one year after acceptance by Owner as indicated by the recording of the Notices of Completion of all Prime Contractors.

- 1.2.1 Construction Manager, in cooperation with Owner's Consultants, shall provide administration of the Prime Contracts as set forth below, and perform such other duties and responsibilities specified for the Construction Manager in the Prime Contracts.
- 1.2.2 Provide administrative, management and related services as required to coordinate work of the Prime Contractors with each other and with the activities and responsibilities of Construction Manager, Owner, and Owner's consultants to complete the Project in accordance with Owner's objectives for costs, time and quality. Provide sufficient organization, personnel and management to carry out the requirements of this Contract.
  - 1.2.2.1 Schedule and conduct pre-construction, construction and progress meetings as necessary to discuss such matters as procedures, program problems and scheduling. Prepare and promptly distribute minutes.
  - 1.2.2.2 Consistent with the Project construction, update the Project Construction Schedule incorporating the activities of Prime Contractors on the Project, including activity sequences and durations, allocation of labor and materials, processing of shop drawings, product data, and samples, and the delivery of products requiring long lead time procurement. Include Owner's occupancy requirements showing portions of the project having occupancy priority. Update and reissue the Project Construction Schedule as required to show current conditions and revisions required by actual experience, if requested.
  - 1.2.2.3 Endeavor to achieve satisfactory performance from each of the Prime Contractors. Recommend courses of action to Owner when requirements of a contract are not being fulfilled, and when a non-performing party does not take satisfactory corrective action.
- 1.2.3 Revise and refine the approved estimate of construction cost, incorporate approved changes as they occur, and develop cash flow reports and forecasts as needed, if requested.
  - 1.2.3.1 Provide regular monitoring of the approved estimate of construction cost, showing actual costs for activities in progress, and estimates for uncompleted tasks. Identify variances between actual and budgeted or estimated costs, and advise Owner whenever project costs exceed budgets or estimates.

- 1.2.3.2 Maintain cost accounting records on authorized work performed under unit costs, additional work performed on the basis of actual costs for labor and materials, or other work requiring accounting records.
- 1.2.3.3 Recommend necessary or desirable changes to Owner, review requests for changes, assist in negotiating Prime Contractor's proposals, submit recommendations to Owner, and if they are accepted, prepare and sign change orders for review by the Architect, who shall submit such change orders for Owner's signature and Owner's authorization.
- 1.2.3.4 Develop and implement procedures for the review and processing of applications by Prime Contractors for progress and final payments. Make recommendations to Owner for payment.
- 1.2.4 Advise each of the Prime Contractors that they must have an O.S.H.A. Health and Safety Program in effect as required by statutes and the Prime Contracts.
- 1.2.5 Assist in obtaining building permits and special permits for permanent improvements, excluding permits required to be obtained directly by the various Prime Contractors. Assist in obtaining approvals from authorities having jurisdiction over the Project.
- 1.2.6 Coordinate the work of surveyors, special consultants and testing laboratories.
- 1.2.7 Determine that the work of each Prime Contractor is being performed in accordance with the requirements of the Prime Contracts. Endeavor to guard Owner against defects and deficiencies in the work. Make recommendations to Owner regarding special inspection or testing of work not in accordance with the provisions of the Prime Contracts whether or not such work be then fabricated, installed or completed. Inform Owner of work that Construction Manager believes does not conform to the requirements of the Prime Contracts and should be rejected. Subject to review by Owner's Consultants, reject work which does not conform to the requirements of the Prime Contracts.
- 1.2.8 Consult with Owner's Consultants if any Prime Contractor requests interpretations of the meaning and intent of the drawings and specifications, and assist in the resolution of questions which may arise.
- 1.2.9 Receive certificates of insurance from the Prime Contractors and evidence of property insurance certificates from supplier/vendor and forward them to Owner.
- 1.2.10 Receive from the Prime Contractors and review all shop drawings, product data, samples, and other submittals. Coordinate them with information contained in related documents and transmit to Owner's Consultants for review. In collaboration with Owner's Consultants, establish and implement procedures for expediting the processing review of shop drawings, product data, samples and other submittals.

- 1.2.11 Record the progress of the work. Submit written progress reports to Owner, including information on each Prime Contractor and each Prime Contractor's work, as well as the entire Project, showing percentages of completion and the number and amounts of change orders. Keep a daily log containing a record of weather, Prime Contractors, work on the site, number of workers, work accomplished, problems encountered, and other similar relevant data as Owner may require. Provide monthly log updates to Owner.
- 1.2.11.1 Maintain on a current basis: A record copy of all contracts, drawings, specifications, addenda, change orders and other modifications, in good order and marked to record all changes made during construction; shop drawings, product data, samples, submittals; purchases of materials and equipment; applicable handbooks, maintenance and operating manuals and instructions; other related documents and revisions which arise out of the Prime Contracts. Maintain records in duplicate of principal building components affected by the work of this Project. Provide Owner and Architect copies of all records. At the completion of the Project, deliver all such records to Owner.
- 1.2.12 Arrange for delivery and storage, protection, and security for Owner-purchased materials, systems and equipment which are a part of the Project, until such items are incorporated into the Project. Coordinate with or assign these activities to the appropriate Prime Contractor who is responsible for the installation of such materials, systems, and equipment.
- 1.2.13 Record Drawings: In preparation for completion of the work, review completed mark-up of record drawings. When the marked-up record drawings have been accepted, Construction Manager shall transfer record drawing information to reproducible media and submit reproducible media to Owner.
- 1.2.14 With Owner's Consultants and Owner's maintenance personnel observe the Prime Contractor's check-out of utilities, operational systems and equipment for readiness and assist in their initial start-up and testing.
- 1.2.15 When Construction Manager considers each Prime Contractor's work or a designated portion thereof substantially complete, Construction Manager shall prepare a list of incomplete or unsatisfactory items, a schedule for their completion, and shall coordinate the corrections and completion of the work. Construction Manager shall assist Owner in conducting the inspection.
- 1.2.16 Assist Owner in determining when the Project or a designated portion of it is complete. Prepare for Owner a summary of the status of the work of each contractor, listing changes in the previously issued list of incomplete or unsatisfactory items, and recommending the times within which Prime Contractors shall complete uncompleted and uncorrected items.
- 1.2.17 Following any determination of completion of the Project or designated portion, evaluate the completion of the work of the Prime Contractors and make recommendations to Owner when the work is ready for final inspection. Assist

Owner in conducting final inspections. Secure and transmit to Owner required guarantees, affidavits, releases, bonds and waivers. Deliver all keys, manuals, record drawings, and maintenance stocks to the Owner.

- 1.2.18 Construction Manager shall review reports issued as part of any labor compliance program and advise Owner on any action required as a result of any perceived Labor Code violations.
- 1.2.19 The duties of Construction Manager also include those items indicated as either primary or secondary responsibility in any attached Services Matrix.
- 1.2.20 The extent of the duties, responsibilities and limitations of authority of Owner during construction shall not be modified or extended without the written consent of Owner and Construction Manager.

### **1.3 Additional Services.**

The following additional services shall be performed upon express written mutual agreement between Owner and Construction Manager as authorized in writing from Owner, and shall be paid for as provided in this Contract:

- 1.3.1 Services related to investigations, appraisals or evaluations of existing conditions, facilities or equipment, or verification of the accuracy of existing drawings or other information furnished by Owner.
- 1.3.2 Services related to Owner-furnished furniture, furnishings and equipment which are not a part of the Project.
- 1.3.3 Consultation on replacement of work damaged by fire or other cause during construction, and furnishing services in conjunction with the replacement of such work.
- 1.3.4 Services made necessary by the material default of a Prime Contractor.
- 1.3.5 Recruiting and/or training maintenance personnel.
- 1.3.6 Preparing to serve and/or serve as a witness in connection with any public hearing, arbitration proceeding or legal proceeding.
- 1.3.7 Inspections of, and services related to, the Project 60 days after the end of the construction phase.
- 1.3.8 Surveillance of employees of Prime Contractors and their subcontractors on behalf of Owner to ensure the safety of pupils as provided in Education Code Section 45125.2(a)(3).
- 1.3.9 Provide any other services not otherwise included in this Contract.

## **1.4 Time.**

- 1.4.1 Construction Manager shall perform basic and additional services as expeditiously as is consistent with reasonable skill and care and orderly progress of the project.
- 1.4.2 Should the Project schedule be extended more than sixty (60) calendar days due to unforeseeable or unknown circumstances beyond Construction Manager's control, Construction Manager's performance contract may be extended and Construction Manager shall be compensated for this extension under the provisions of Paragraph 1.3., Additional Services, of this Contract.

## **ARTICLE 2 OWNER'S RESPONSIBILITIES**

- 2.1 Provide full information regarding the requirements of the Project, which shall set forth Owner's objectives, constraints, and criteria.
- 2.2 Provide a budget for the Project, based on consultation with Construction Manager and Owner's Consultants, which shall include contingencies for bidding, changes during construction and other costs which are the responsibility of Owner.
- 2.3 Designate a representative authorized to act on Owner's behalf with respect to the Project. Owner, or such authorized representative, shall examine documents submitted by Construction Manager and shall render decisions pertaining to them promptly to avoid unreasonable delay in the progress of the work.
- 2.4 Retain Consultants whose services, duties, and responsibilities are described in the agreements between Owner and Owner's Consultants. The terms and conditions of the Owner-Consultant agreements will be furnished to Construction Manager. Actions taken by Owner's Consultants on behalf of Owner shall not be considered the acts of Construction Manager and Construction Manager shall not be responsible for them.
- 2.5 Furnish and pay for structural, mechanical, chemical, and other laboratory tests, inspections, and reports as required by law or the Prime Contracts.
- 2.6 Obtain such legal, accounting and insurance counseling services as may be required to perform its duties under this Contract, including such auditing services as Owner may require to verify the Project applications for payment or to ascertain how or for what purposes the contractors have used the monies paid by or on behalf of Owner.
- 2.7 Furnish Construction Manager sufficient and a mutually agreed upon number of contract documents to properly cover the bidding/construction process at no cost to Construction Manager.
- 2.8 The services, information and reports required by Paragraphs 2.1 through 2.7, inclusive, shall be furnished at Owner's expense. Construction Manager may rely upon their accuracy and completion.



- 2.9 If Owner observes or otherwise becomes aware of any fault or default in the Project, or non-conformance with the Prime Contracts, prompt written notice shall be given by Owner to Construction Manager.
- 2.10 Owner reserves the right to perform work related to the Project with Owner's own forces, and to award contracts in connection with the Project which are not part of Construction Manager's responsibilities under this Contract. Construction Manager shall notify Owner if any such independent action will in any way compromise Construction Manager's responsibilities under this Contract.
- 2.11 Owner shall furnish required information and services and shall render approvals, and decisions as expeditiously as necessary for the orderly progress of Construction Manager's services and the work of the Prime Contractors.

### **ARTICLE 3 CONSTRUCTION COST**

- 3.1 "Construction Cost" shall be the total of the final Contract sums of all the separate prime contracts, excluding the compensation of Construction Manager and Owner's Consultants, and further excluding the cost of the land, existing improvements, rights-of-ways or other costs which are the responsibility of Owner.
- 3.2 Evaluations of Owner's Project budget and cost estimates prepared by Construction Manager represent Construction Manager's best judgment as a professional familiar with the construction industry. It is recognized, however, that neither Construction Manager nor Owner has control over the cost of labor, materials or equipment, over the Prime Contractors' methods of determining bid prices or other competitive bidding or negotiating conditions. Accordingly, Construction Manager cannot and does not warrant or represent that bids or negotiated prices will not vary from the project budget proposed, established or approved by Owner, or from any cost estimate or evaluation prepared by Construction Manager.

### **ARTICLE 4 CONSTRUCTION SUPPORT CONDITIONS**

- 4.1 General Conditions of the Project are defined as those generic support conditions which must be in place to support all construction aspects of the project. These include, but are not limited to, such items as temporary utilities, electrical, sewage, chemical toilets, telephone, water supplies, etc.
- 4.2 The specific General Conditions as outlined in Appendix C are hereby incorporated into, and made a part of, this Contract. The costs for providing on-site(s) project superintendent, mileage cost, and lodging for superintendent are included in the reimbursable fee schedule set forth in attached Appendix C.

## **ARTICLE 5 DIRECT PERSONNEL EXPENSE**

- 5.1 Direct Personnel Expense is defined as the direct salaries of all of Construction Manager's personnel engaged on the Project, excluding those whose compensation is included in the fee, and the portion of the cost of their mandatory and customary contributions and benefits related thereto such as employment taxes and other statutory employee benefits, insurance, sick leave, holidays, vacations, pensions, and similar contribution and benefits.

## **ARTICLE 6 PAYMENTS TO THE CONSTRUCTION MANAGER**

- 6.1 Payments on Account of Basic Services.

- 6.1.1 The term "Reimbursable Costs" shall mean costs necessarily incurred in the proper performance of services and paid by Construction Manager. Such costs shall be at rates not higher than the standard paid in the locality of the project, except with prior consent of Owner. Reimbursable Costs, and costs not to be reimbursed, shall be as listed in Appendix C.
- 6.1.1.1 An initial payment as set forth in Article 13.3.1.1 is due on the initial submittal of the items required in Paragraph 1.1.11.
- 6.1.1.2 Subsequent payments for the Basic Services shall be made monthly and shall be invoiced on the basis set forth in Articles 13.3.1.2 and 13.3.1.3.
- 6.1.1.3 When compensation is based on a percentage of the total of the Contract sums of all the separate contracts, and any portions of the Project are deleted or otherwise not constructed, compensation for such portions of the project shall be payable to the extent services are performed on such portions, in accordance with the schedule set forth in Article 13.3.1 based on the lowest figures from bona fide bids or negotiated proposals.

- 6.2 Payments on Account of Additional Services.

- 6.2.1 Payments on account of Construction Manager's Additional Services, as defined in Article 1.3, shall be made monthly upon presentation of Construction Manager's itemized cost statement of services rendered or costs incurred.

- 6.3 Payments Withheld.

- 6.3.1 No deductions shall be made from Construction Manager's compensation on account of penalty, liquidated damages or other sums withheld from payments to Prime Contractors, or on account of the cost of changes in work other than those for which Construction Manager is held legally liable.

#### 6.4 Project Suspension or Abandonment.

- 6.4.1 If the project is suspended or abandoned in whole or in part for more than three (3) months, Construction Manager shall be compensated for all services performed prior to receipt of written notice for Owner of such suspension or abandonment.

### **ARTICLE 7 CONSTRUCTION MANAGER'S ACCOUNTING RECORDS**

- 7.1 Records of costs pertaining to services performed on the basis of a Multiple of Direct Personnel Expense shall be kept on the basis of generally accepted accounting principles and shall be available to Owner or Owner's authorized representative at mutually convenient times.

### **ARTICLE 8 TERMINATION OF CONTRACT**

- 8.1 Notwithstanding any provision of this section to the contrary, Owner may unilaterally terminate this contract, in its absolute discretion, by giving Construction Manager seven (7) days' written notice.
- 8.2 This Contract may be terminated by either party upon seven (7) days' written notice should the other party fail substantially to perform in accordance with its terms through no fault of the party initiating the termination.
- 8.3 This Contract may be terminated by Owner upon at least fourteen (14) days' written notice to Construction Manager in the event that the project is permanently abandoned.
- 8.4 In the event of termination not the fault of Construction Manager, Construction Manager shall be compensated for all services performed to the termination date.

### **ARTICLE 9 MISCELLANEOUS PROVISIONS**

- 9.1 Miscellaneous Definitions.
- 9.1.1 "Prime Contracts," as used in this Contract, refers to all those items comprising the contract documents within the various agreements between the Owner and the Prime Contractors on the Project.
- 9.1.2 "Prime Contractor" and/or "Prime Contractors" refer to, as appropriate, one or all of the people or entities with whom Owner has an agreement for performance of construction services on the Project, excluding Construction Manager.

- 9.1.3 “Owner’s Consultants” refers to the Project Architect or Engineer and any of their sub-consultants.
- 9.2 As between the parties to this Contract, as to all acts or failures to act by either party to this Contract, any applicable statute of limitation shall commence to run, and any alleged cause of action shall be deemed to have accrued, in any and all events not later than the relevant date of completion of the Project, and as to any acts or failures to act occurring after that, not later than the date of final payment.
- 9.3 Owner and Construction Manager waive all rights against each other, and against the contractors, consultants, agents and employees of the other, for damages covered by any property insurance during construction, and will each require appropriate similar waivers from their contractors, consultants and agents.
- 9.4 Status of Construction Manager. Nothing contained in this Contract shall be deemed to create any contractual relationship between Construction Manager and the Owner’s Consultants or any of the contractors, subcontractors, or material suppliers on the Project; nor shall anything contained in this agreement be deemed to give any third party any claim or right of action against Owner or Construction Manager which does not otherwise exist without regard to this Contract. In addition, Construction Manager shall perform all services under this contract as an independent contractor and shall not be deemed an employee of the Owner for any purpose whatsoever.
- 9.5 Pupil Safety.
- 9.5.1 Construction Manager shall comply with the applicable requirements of Education Code Sections 45125.1 and 45125.2 and any directives from Owner with respect to fingerprinting of Construction Manager’s employees and the safety of pupils. To this end, Construction Manager must complete and submit to Owner the certification form attached as Appendix E prior to commencing work on the Project.
- 9.5.2 Should Construction Manager feel its employees will have limited or less contact with Owner’s pupils, application shall be made to Owner for a determination on that question. The determination by Owner shall be final.
- 9.5.3 Use of Education Code Section 45122.2(a)(1), (2), or (3) for compliance with these fingerprinting requirements is subject to prior Owner approval. The determination by Owner on the application of any of these sections shall be final.
- 9.5.4 In no event shall any employee of Construction Manager have contact with Owner’s pupils before the certification is completed and approved by Owner.
- 9.6 [Optional] In the event that any dispute arises, it is agreed that the prevailing party in said litigation shall be entitled to reasonable attorneys’ fees and costs as a result thereof. *[Initial to indicate applicability]* \_\_\_\_\_

## **ARTICLE 10 SUCCESSORS & ASSIGNS**

10.1 Owner and Construction Manager, respectively, bind themselves, their partners, successors, assigns and representatives to the other party to this Contract, and to the partners, successors, assigns and legal representatives of such other party with respect to all covenants of this Contract. Neither Owner nor Construction Manager shall assign or transfer any interest in this Contract without the written consent of the other.

## **ARTICLE 11 EXTENT OF CONTRACT**

11.1 This Contract represents the entire and integrated agreement between Owner and Construction Manager, and supersedes all prior negotiations, representations or agreement, either written or oral. This Contract may be amended only by a written instrument signed by both Owner and Construction Manager.

## **ARTICLE 12 INSURANCE**

12.1 Owner will furnish building insurance (replacement cost).

12.2 Construction Manager shall purchase and maintain insurance for the following:

12.2.1 Protection from claims under workers' compensation acts;

12.2.2 Claims for damages because of bodily injury, including personal injury, sickness, disease or death of any of Construction Manager's employees or of any person;

12.2.3 From claims for damages because of injury to or destruction of tangible property including resulting loss of use; and

12.2.4 From claims arising out of errors or omissions in the performance of this Contract or caused by negligent acts for which Construction Manager is legally liable.

12.2.5 Limits of liability shall not be less than the minimum required by law for Workers' Compensation, \$1 Million per occurrence for errors and omissions and Comprehensive General Liability, and \$1 Million per occurrence for Automobile Liability. All such insurance shall be on an occurrence basis and shall name Owner as additional insured. Policies shall have a non-renewal or cancellation clause of not less than thirty (30) days.

12.2.6 Each insurance carrier shall have a Best Key Rating Guide of A-, V, or better, and be a California admitted insurer.

## **ARTICLE 13**

### **BASIS OF COMPENSATION**

13.1 Owner shall compensate for the services of Construction Manager as follows:

13.2 Basic Services Compensation.

13.2.1 Compensation (the fee) for basic services as described in Paragraphs 1.1 and 1.2, shall be as set forth in attached Appendix B.

13.2.2 General Conditions, Reimbursable Costs, as described in Article 4 shall be reimbursed at cost as set forth in attached Appendix C.

13.3 Payment.

13.3.1 For Basic Service:

13.3.1.1 Construction Manager shall invoice an initial payment of 20% of the total fee for Basic Services due on submission and analysis of completed bids, and Construction Manager's estimates and schedules as required in Article 1, Part 1. If Prime Contractor bids are received in phases, Construction Manager may invoice 20% based on the total fee due on the aggregate value of the bid packages received.

13.3.1.2 Construction Manager may invoice 70% of the total fee for Basic Services in equal monthly increments for the performance period of the Contract as established by the project construction schedule. If construction commences prior to receipt of all bids, Construction Manager may invoice 70% based on the aggregate value of the contracts awarded to date.

13.3.1.3 Construction Manager shall invoice 10% of the total fee for Basic Services thirty-five (35) days after recordation of all Prime Contractors' notices of completion by Owner.

13.3.2 Construction Manager shall invoice general conditions costs monthly as they occur.

13.4 Additional Services.

13.4.1 For additional services of Construction Manager, as described in Paragraph 1.3, as Additional services, compensation shall be computed at \_\_\_\_\_ times the Direct Personnel Expense as described in Article 5.

13.5 Accounts Payable.

13.5.1 Billings are due upon submission. All amounts that are more than thirty (30) days past due will be subject to a finance charge according to legal prevailing rate.

### 13.6 Material Change.

- 13.6.1 Owner and Construction Manager agree that if the scope of the Project or Construction Manager's Services are changed materially, the amounts of compensation shall be equitably adjusted.

**APPENDIX A**  
**SERVICES MATRIX FOR CONSTRUCTION PROJECTS**  
**UTILIZING MULTI-PRIME CONSTRUCTION MANAGEMENT**  
**PROJECT DELIVERY METHOD**

<b>LEGEND:</b>
<b>P = Primary Responsibility</b>
<b>S = Secondary Responsibility</b>

<b>TASK</b>	<b>RESPONSIBLE PARTY</b>			
<b>Design Phase:</b>	<b>Owner</b>	<b>Architect</b>	<b>CM</b>	<b>Inspector</b>
Develop Master Project Schedule	S	S	P	
Prepare Detailed Construction Schedule			P	
Develop Master Project Budget	S	S	P	
Prepare Detailed Cost Estimate		S	P	
Develop Cost Management Procedures			P	
Conduct Cost Adjustment Sessions	S	S	P	
Review "Boiler Plate" Specifications	P	S	S	
Make Recommendations for Alternate Bids		P (Design)	P (Budget)	
Quality Evaluation of Design Documents		P	S	
Interdisciplinary Plan Coordination		P	S	
Constructability Review		S	P	
Value Engineering Review		S	P	
Develop Project Communications Plan		S	P	
Assignment of Contractor Responsibilities (Facilities, Safety, etc.)			P	
Determine Appropriate Project Phasing	S		P	
Determine Extent of Separate Prime Contracts			P	
Develop Contractor Bid Scope Packages			P	
Prepare Cash Flow Projections			P	
Process OPSC Documents	P	P		
Process DSA Documents		P		
Process CDE Documents	P	S		
Select and Retain Professional Construction Consultants (Testing)	P	S	S	
Prepare Agreements for Prof. Services (Testing)	P			
Establish Temporary Facilities/Jobsite Logistics Plan	S		P	
Prepare Team Organizational Chart	P		S	
<b>Bidding Phase:</b>	<b>Owner</b>	<b>Architect</b>	<b>CM</b>	<b>Inspector</b>
Develop Bidding Procedures		S	P	
Develop Bidders Interest			P	
Determine Appropriate Licensing Requirements	P		S	
Prepare/Place Bid Advertisements & Legal Notices	P	S	S	



Establish and Maintain Bid Document Control	P			
Write Bid Packages		S	P	
Prepare Bid Forms	S	S	P	
Distribute Bid Documents	P		S	
Conduct Pre-Bid Meetings		S	P	
Recieve Bidders Questions			P	
Answer Questions & Prepare Addenda		P	S	
Review Addenda		S	P	
Distribute Addenda	P			
Conduct Bid Opening	P	S	S	
Prepare Bid Summaries	P		S	
Perform Bid Evaluations (Legal)	P		S	
Perform Bid Evaluations (Costs)	S		P	
Verify if all Project Components are Covered			P	
Recommend Award of Contracts	P	S	P	
Draft and Issue Contracts	P		S	
Issue Contract Documents to Contractors	P			
Coordinate Receipt of Contracts, Bonds and Insurance	P			
Obtain Contract Signatures	P			
Issue Notices to Proceed	P			
Prepare Cost to Estimate Comparison			P	
Coordinate Rebidding Activities (if required)	S		P	
<b>REBID</b>				
Coordinate Re-bidding Activities (if required)	S		P	
Propose Bid Changes	S	S	P	
Revise Contract Documents for Re-Bidding		P	P	
<b>Construction Phase:</b>	<b>Owner</b>	<b>Architect</b>	<b>CM</b>	<b>Inspector</b>
Conduct Pre-Construction Meeting	S	S	P	
Coordinate Installation of Temporary Facilities	S		P	
Coordinate/Supervise Prime Contractor's Activities			P	
Obtaining OPSC Approvals	P	S		
Obtaining DSA Approvals	S	P		
Obtaining CDE Approvals	P	P		
Obtain Off-Site Permits/Approval (Consultants)		P	P	
Apply/Pay for Utility Connections	S		P	
Coordinate Utility Work with Contractor's Work			P	
Coordinate Construction Inspections (DSA)		P	S	S
Coordinate Construction Inspections (Health)			P	S
Coordinate Construction Inspections (SFM)		S	P	S
Coordinate Professional Consultant's Activities (Testing, Survey)			P	S
Prepare Agreements for Prof. Services (Surveyor, Etc.)			P	
Prepare Agreements for Prof. Services (Testing, Cont. Inspection)	P			

Make Application for Utility Connections	P		S	
Coordinate Utilities with Other Trades			P	
Utility Fees	P		S	
Implement, Update and Distribute Construction Schedules			P	
Monitor Implementation of Contractor's Safety Programs			P	
Receive & Process Contractor's Submittals/Shop Drawings	S	S	P	
Review & Approve Contractor's Submittals/Shop Drawings	S	P	S	
Prepare Keying Schedule	P	S		
Process Keying Schedule			P	
Evaluate Substitution Requests	S	P	S	
Approve Substitution Requests	S	P	S	
Receive & Process RFI's	S	S	P	
Review and Answer RFI's		P	S	
Review & Approve Contractor's Schedule of Values	S	S	P	
Prepare Master Project Schedule of Values	S		P	
Maintain Contractor Payment Records/Releases/Stop Notices	P		S	
Receive, Review & Process Progress Payment Requests			P	S
Approve Progress Payment Requests	P	S	S	S
Receive & Maintain Certified Payroll Records			P	
Maintain Logs and On-Site Document Files	S		P	
Conduct Weekly Job Progress Meetings With Contractors			P	S
Conduct Regular Project Team Meetings	S	S	P	S
Prepare & Distribute Meeting Minutes		S	P	
Monitor Implementation of Owner's Labor Compliance Programs			P	
Coordinate Communications Between Project Team Members		S	P	
Resolving Technical Construction Issues		S	P	S
Observe Quality of Construction Installations	S	S	S	P
Report & Log Construction Defects or Deficiencies	S		S	P
Review Contractor Recommendations for Corrective Action	S	S	S	P
Observe Deficiency Corrections	S	S	S	P
Verify Progressive Completion of As-Built Drawings	S	S	S	P
Receive, Review & Process Change Requests	S	S	P	
Evaluate Requests for Cost and Time Extensions	S	S	P	
Negotiate Cost and Time Extensions	P	S	P	
Prepare Price Requests		P	S	
Prepare and Process Change Orders		S	P	
Maintain Change Order Reports		S	P	
Obtain DSA Approval on Change Orders	S	P		
Prepare/Maintain Cost Variance Reports			P	
Prepare Daily Construction Progress Reports			P	S
Take Progress Photographs	P		P	S
Provide Initial Evaluation of Claims/Recommend Action		S	P	

Prepare Monthly Project Schedule/Costs Reports			P	
Monitor Submission of Contractors Quarterly/Final Verified Reports		P	S	S
Receive & Process Contractor's Closeout Submittals			P	
Review & Approve Contractor's Closeout Submittals	S	P	S	
Coordinate Delivery of Extra Materials and Keys	S		P	
Observe Initial Start-Up and Testing of Equipment	S	S	P	S
Coordinate Training Sessions for Owner's Staff	S		P	
Monitor Delivery of Contractor's Final As-Built Drawings			P	
Prepare & Approve Final As-Built Drawings		P	S	
Prepare Initial Punch Lists With Contractors			P	S
Prepare Final Contractor's Punch Lists	S	P	S	
Verify Completion of Contractor's Punch Lists	P		P	S
Obtain Final Agency Approvals (SFM, Health, DSA, Local)		S	S	P
Complete DSA Closeout Documents		P	S	S
Complete OPSC Closeout Documents	P	S	S	
Prepare and Record Notices of Completion	S		P	
Record Notices of Completion	P			
Process Stop Notices	P		S	
Coordinate Removal of Stop Notices	S		P	
Receive Contractor's Final Billings and Releases			P	
Advise on Final Contractor Withholdings and Payments	P	S	P	
Prepare Final Completion & Project Report			P	
6 Month Warranty Walkthrough	S	S	P	
11 Month/End of 1 Year Warranty Walkthrough	S	S	P	

**APPENDIX B**  
**PROJECT MANAGEMENT FEE**

Compensation for Basic Services as identified in Article 1 shall be on the basis of a percentage of the construction cost. For the purposes of determining the project management fee, Construction Cost is defined in Article 3.1.

Compensation shall be as follows:

<b>PHASE</b>	<b>FEE</b>
Pre-construction	_____ % Construction cost
Bidding/Construction/Post-construction	_____ % Construction cost
Direct Personnel Expense	_____/Month
General Conditional Expenses	_____ Total
Intermittent Reimbursable Costs	Attached

**APPENDIX C**  
**CONSTRUCTION MANAGEMENT CONTRACT**

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**EXAMPLE OF REIMBURSABLE COST**

*NOTE:* Reimbursable general condition costs will be charged only on an as-needed-basis and any savings will accrue to the Owner.

**1. DIRECT PERSONNEL EXPENSE**

Billings will be at the rates identified below for actual hours worked. Rates include all payroll expenses, vehicle use and related fuel expenses.

1. Field Project Manager including transportation, fuel, meals (each site) \_\_\_\_\_/month
2. Site support staff including transportation and fuel \_\_\_\_\_/month

**2. GENERAL CONDITION EXPENSES**

Recurring Expenses. The following recurring expenses shall be billed at actual cost.

Description	Allowance Amount
Project office trailer rental	
Telephone service and use—cellular and copper	
Electrical service fees and use	
Water service fees and use	
Chemical toilet rental and servicing	
Material storage container rental	
Water truck rental	
Housing B market value w/utilities	
Snow removal	
Subtotal—recurring expenses	
<b>TOTAL</b>	

### 3. INTERMITTENT REIMBURSABLE COSTS

The following single intermittent expenses shall be billed at actual cost.

Description	Allowance Amount
Temporary barricades, railings and covers	
Temporary power service and distribution	
Temporary water lines and meters	
Temporary fencing	
Temporary project sign	
Temporary lighting	
Temporary site lighting	
Temporary heating	
Dust control	
Minor equipment rental	
Construction site clean up	
Janitorial B final clean up	
Project office equipment and supplies	
Courier and express deliveries	
Security guard/system by Owner	
Construction staking (to be under a prime contract)	
Reproducible record documents	
Subtotal–intermittent reimbursable costs	
<b>TOTAL</b>	

**APPENDIX D  
CONSTRUCTION MANAGEMENT CONTRACT**

**ADDITIONAL SERVICES  
RATE SCHEDULE**

Costs for additional services requested by Owner will be compensated at the rates provided below.

1. Fees by individual

A. Principal-In-Charge	/Hr.
B. Sr. Project Manager	/Hr.
C. Project Manager	/Hr.
D. Estimator	/Hr.
E. Supervision	/Hr.
F. Design Draftsman	/Hr.
G. Draftsman	/Hr.
H. Clerical	/Hr.
I. Expenses	/Hr.
J. Mileage	/Hr.
K. Rental Equipment Mark-up	/Hr.

2. Manual and skilled labor will be paid at no more than area prevailing wage rate, plus fringe and burden, per statute. (Provide data during final negotiation.)
3. Rental equipment will be billed at cost plus prevailing rate operator per above rates. (Provide data during final negotiation.)

## APPENDIX E FINGERPRINTING CERTIFICATION

\_\_\_\_ (referred to as "Owner")

\_\_\_\_ (Project Identification)

I, \_\_\_\_\_, am an  
[type or print name]

- \_\_\_\_ Owner of the company named below
- \_\_\_\_ Partner of the partnership named below
- [check one] \_\_\_\_ President or CEO of the corporation named below
- \_\_\_\_ Principal of the joint venture named below
- \_\_\_\_ Other [specify]

The contracting entity named below is a contractor on the referenced project and as such hereby certifies:

- \_\_\_\_ [For compliance with Education Code Section 45125.2(a)(1)]  
That a physical barrier will be erected at the workplace to limit employee contact with Owner's pupils.
- \_\_\_\_ [For compliance with Education Code Section 45125.2(a)(2)]  
That the contracting entity named below will provide continual supervision and monitoring of the employees of the entity and its subcontractors through its employee \_\_\_\_\_.  
It has been ascertained by the Department of Justice that the named employee has not been convicted of a violent or serious felony. Contractor has requested subsequent arrest information from the Department of Justice concerning such employee and will immediately notify District and remove the employee from the Project if subsequent arrest information indicates the employee has been convicted of a serious or violent felony.
- [check one or more] \_\_\_\_ [For compliance with Education Code Section 45125.2(a)(3)]  
That the contracting entity named below has contracted with Owner for reimbursement of Owner expense incurred in providing surveillance by school personnel of the employees of the entity and its subcontractors on the Project.
- \_\_\_\_ [For compliance with Education Code Section 45125.1(g). Note: We believe this section may still be applicable to construction contractors where 45125.2(a) is insufficient to ensure pupil safety, e.g., where workers will be simultaneously working at various locations on a school site.]  
That neither myself nor any employees of the contracting entity named below or its subcontractors on the Project who are required by law to submit or have their fingerprints submitted to the Department of Justice, and who may come in contact with pupils, have been convicted of a felony defined in Education Code Section 45122.1.
- \_\_\_\_ [For compliance where there is limited contact or less with pupils]  
That the contracting entity named below is exempt from fingerprinting requirements as the Owner has determined the employees of the entity and its subcontractors will have no more than limited contact with Owner's pupils during the Project.

\_\_\_\_\_  
[name of contracting entity]

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

\_\_\_\_\_  
DATE

\_\_\_\_\_  
SIGNATURE



## EXHIBIT B

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**“OWNER”**

### QUALIFICATIONS QUESTIONNAIRE

The prospective Construction Manager shall furnish all the following information accurately and completely. Additional sheets may be attached if necessary. "You" or "your" as used in this document refers to the Architect's firm and any of its owners, officers, directors, shareholders, parties or principals. Owner has the discretion to request additional information depending on the Project.

#### **- WARNING -**

Failure to fully and truthfully complete this form will result in the failure to qualify and the rejection of any proposal submitted. Certain information provided may lead to rejection of the proposal.

**(1) Identifying Information:**

Firm name and address:

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Telephone Number: \_\_\_\_\_

Facsimile Number: \_\_\_\_\_

Email Address: \_\_\_\_\_

Type of firm: (check one) Individual \_\_\_\_ Partnership \_\_\_\_  
Corporation \_\_\_\_ Limited Liability Company \_\_\_\_ Other (Describe)

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**(2) Names and titles of all principals of the firm:**

(3) Have you or any of your principals ever performed services as part of a different entity? Response must include information pertaining to principals' associations outside of the firm making this proposal. If Yes, give name and address of other entities.

(4) Number of years as Construction Manager/Firm. Include only years with the current entity, in its current form: \_\_\_\_\_ Years

(5) Years of experience your firm has in public entity work:

For all public entities: \_\_\_\_\_ For public schools: \_\_\_\_\_

(6) Give the public entity's name, telephone number and the name of the contact person for the three largest public works projects, performed for a public entity other than a school/college/university, that you have completed within the last five (5) years: Add additional sheets as necessary.

(7) List of References: Provide information on the three largest projects performed for a public school, college or university within the last five (5) years.

Contract 1. Name : \_\_\_\_\_  
Address and Telephone: \_\_\_\_\_

Contact Person: \_\_\_\_\_  
Type of Project: \_\_\_\_\_  
Dates of commencement and completion of Project: \_\_\_\_\_

Contract Amount: \_\_\_\_\_  
DSA or public agency inspector: \_\_\_\_\_  
Inspector's Address and Telephone: \_\_\_\_\_

Contract 2. Name : \_\_\_\_\_  
Address and Telephone: \_\_\_\_\_

Contact Person: \_\_\_\_\_  
Type of Project: \_\_\_\_\_  
Dates of commencement and completion of Project: \_\_\_\_\_

Contract Amount: \_\_\_\_\_  
DSA or public agency inspector: \_\_\_\_\_  
Inspector's Address and Telephone: \_\_\_\_\_

Contract 3. Name: \_\_\_\_\_  
Address and Telephone: \_\_\_\_\_

Contact Person: \_\_\_\_\_  
Type of Project: \_\_\_\_\_  
Dates of commencement and completion of Project: \_\_\_\_\_

Contract Amount: \_\_\_\_\_  
DSA or public agency inspector: \_\_\_\_\_  
Inspector's Address and Telephone: \_\_\_\_\_

(8) Has your firm or any of its principals defaulted so as to cause a loss to an insurance carrier within the last five (5) years? Response must include information pertaining to principals' associations outside of the firm making this proposal. \_\_\_\_\_. If the answer is "Yes," give dates, names and address of carrier and details.

(9) Have you or any of your principals failed to timely complete a project in the past five (5) years? Response must include information pertaining to principals' associations outside of the firm making this proposal. \_\_\_\_\_. If Yes, explain:

(10) Have you or any of your principals been in litigation or arbitration or dispute of any kind on a question or questions relating to a public construction project during the past five (5) years? Response must include information pertaining to principals' association outside of the firm making this proposal \_\_\_\_\_. If Yes, provide the name of the public agency and details of the dispute. Add additional pages as required.

(11) Have you or any of your principals ever failed to complete a project in the last five (5) years? Response must include information pertaining to principals' association outside of the firm making this proposal \_\_\_\_\_. If so, provide owner's name and address and details regarding the failure to complete the project. Add additional pages as required.

(12) Have you or any of your principals been assessed back-charges on any public works construction project within the last five (5) years? Response must include information pertaining to principals' association outside of the firm making this proposal \_\_\_\_\_. If so, explain, including the identity of the public entity, the basis for their claims, and the final result. Add additional sheets as necessary.

(13) Conflicts of Interest: Do you now have, or have you had within the last five (5) years, any direct or indirect business, financial or other connection with any official, employee or consultant of the Owner? \_\_\_\_\_. If so, describe. Add additional pages as required.

(14) Have you or any of your principals, within the last five (5) years, filed a claim for additional compensation from a public entity? If so, explain, including the identity of the public entity, the basis for the claim, the response by the public entity, and the final result. Add additional sheets as necessary.

(15) Have you or any of your principals ever failed to qualify, or been deemed unqualified on any public works construction project within the last five (5) years? If so, explain, including the identity of the public entity, the basis for their claims, and the final result. Add additional sheets as necessary.

(16) Staff/Roster Functions: List all members of your staff who will be assigned or responsible for work as a team member on this project (except clerical) and show job titles, functions, years with firm and projects completed for company. Include company officers, responsible managing employee (RME), project manager and superintendent. Provide the following information for each individual (copy this page as many times as required).

Name and Title: \_\_\_\_\_

Function: \_\_\_\_\_

Years with firm: \_\_\_\_\_

Has the individual had prior exposure as a team member on one of your public school projects? \_\_\_\_\_ Yes \_\_\_\_\_ No

List all school projects this person has performed for you:

Provide an organizational chart reflecting your proposed project team for the project, including all persons on your project team.

(17) Insurance: Indicate the names of all errors and omissions insurance companies utilized by you in the last ten (10) years. Attach additional sheets if required.

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Carrier Name & Address

Period Covered \_\_\_\_\_

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Carrier Name & Address

Period Covered \_\_\_\_\_

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Carrier Name & Address

Period Covered \_\_\_\_\_

I certify and declare under penalty of perjury under the laws of the State of California that the foregoing information is true, correct and complete.

Executed this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, at \_\_\_\_\_  
\_\_\_\_\_ (City, County), State of \_\_\_\_\_.

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Signature

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Print Name

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Title