

**NOTICE CALLING FOR PROPOSALS
CONSTRUCTION MANAGEMENT SERVICES**



RFQ Posting Website: <https://remote.rusd.k12.ca.us/planholdersregistration/>

RFQ Deadline: **Monday, January 26, 2015 at 2:00 p.m.**

Place of Proposal Receipt: **Riverside Unified School District
Purchasing Department
6050 Industrial Avenue
Riverside, California 92504**

Project Identification Name: **Construction Management Services**

RFQ Number: **2014/15-19**

NOTICE IS HEREBY GIVEN that the Riverside Unified School District of Riverside County, acting by and through its Governing Board, hereinafter referred to as "District," will receive up to, but no later than the above-stated time, sealed Proposals for the award of an Agreement for the above-stated services. All Proposals must be time stamped by the District's Purchasing Department time clock to ensure accurate recording of time of receipt.

Proposals shall be received in the above-stated place. Proposals must be sealed in an envelope and marked as "**Construction Management Services - RFQ Number 2014/15-19**", with the Vendor's name on the outside. It is each Vendor's sole responsibility to ensure its proposal is timely delivered and received at the location designated as specified above. Proposals not received with the requested forms and at the above-stated time and place, or after any extension due to material changes will **NOT** be considered, and will be returned unopened. No faxed Proposals or alternative proposal will be accepted by the District.

1.0 BACKGROUND

- 1.1 Riverside Unified School District, located in western Riverside County, was established in 1963 through the unification of the Riverside City School District (which was founded in 1887) and the Riverside City High School District. The District encompasses approximately ninety-two (92) square miles and serves approximately forty-four thousand (44,000) students. The District operates thirty (30) elementary schools, seven (7) middle schools, five (5) high schools, two (2) alternative high schools, one (1) STEM academy, one (1) virtual school, one (1) adult school and one (1) special education preschool.

2.0 STATEMENT OF PURPOSE

- 2.1 The District is seeking proposals from qualified firms to provide comprehensive construction management services for the design and construction of a variety of existing school site expansions and enhancements. Other District capital projects may also be awarded based on the submission of these proposals.
- 2.2 The selected construction management firm(s) shall review construction plans in detail to confirm the ability construct projects within the schedules and budgets established in this RFQ. The Construction Manager will be responsible for identifying all drawing and specification changes, additions, clarifications, and bid packaging which will be required prior to bid to ensure that these established schedules and budgets will be achieved, with very minimal change orders during construction.
- 2.3 The Construction Manager shall conduct the bidding process for the individual Prime Contracts required to construct these complete projects (in accordance with the Public Contract Code), and administer the contracts during the project construction.
- 2.4 The Construction Manager shall perform all offsite and agency coordination activities for these projects on behalf of the District, including but not limited to: (1) establishment and coordination of all wet and dry utility services to the onsite tie-ins, and (2) coordination of site grading, perimeter road improvements, and utility provisions of the developers providing these sites to the District.
- 2.5 The Construction Manager shall ensure a smooth completion and start-up of the constructed facilities and all associated systems and equipment sufficiently in advance of the required completion dates to ensure school staff move-in and training on the facilities prior to the start of school classes.
- 2.6 The Construction Manager shall ensure prompt warranty responses from the Prime Contractors throughout the first year of occupancy.

3.0 DEFINITIONS

- 3.1 **Board, Board of Education or District's Governing Board** refers to the Board of Education of the Riverside Unified School District.
- 3.2 **Vendor's Specifications** refers to the following Specifications, including all appendices, exhibits, drawings, attachments and other materials therein and any

addenda thereto, which are incorporated by reference into the Proposal Cover Page.

- 3.3 **Vendor, Contractor or Construction Manager** refers to the individual, firm, partnership, corporation or combination thereof which is the successful Vendor for this Project and which, as an independent contractor, enters into a contract with the District. The Vendor/Contractor shall be referred to throughout this document by singular number and masculine gender.
- 3.4 **Contract or Agreement** refers to the agreement for scope of services, terms and conditions, pricing and other specifics that is executed between the successful Contractor and the District. The Vendor's specifications contain the Agreement terms.
- 3.5 **District** refers to the Riverside Unified School District, which shall be referred to throughout the RFQ Specifications as if singular in number. The term District shall mean the District or the District's authorized representative.
- 3.6 **Project or Services** refers to the total and satisfactory performance of construction management services performed in accordance with the awarded contract.

4.0. TIMELINE

- 4.1 Release of Request for Qualification **December 5, 2014**
- 4.2 Deadline for District Receipt of Questions **January 8, 2015 at 2:00 p.m.**
- 4.2.1 E-mail: cjumnongsilp@rusd.k12.ca.us
- 4.2.2 Mail: Riverside Unified School District
Purchasing Department
Attn: Jane Jumnongsilp, Fiscal Services Manager
6050 Industrial Avenue
Riverside, California 92504
- 4.2.3 Fax: (951) 778-5711
- 4.3 Deadline for Proposals **January 26, 2015 at 2:00 p.m.**
- 4.4 Interviews **February 11, 2015**
Please note for the interview process block out a 3-hour window from 8:00 am to 4:00 p.m. on February 11, 2015 for interviews. We will notify you of a specific time after February 2, 2015.
- 4.5 Tentative Date for Awarding RFQ **February 23, 2015**
- 4.6 All inquiries must be submitted on, or before, the last day for questions. Please refer to Timeline (above) for the particular date. Inquiries must reference the section number and title from the RFQ. Inquiries must be in written format and e-mailed, mailed, or faxed with the RFQ number, to the attention of the Fiscal

Services Manager.

5.0. EFFECTIVE PERIOD

- 5.1. The effective period of any contract resulting from this RFQ, is anticipated to be March 1, 2015 through, and including, February 28, 2016, with the option to automatically renew, in single-year increments, for up to four (4) additional years. If all renewal options are exercised, the contract end date will be February 28, 2020.

6.0. PROPOSAL SUBMITTAL

- 6.1. All proposals shall be signed by an authorized agent and placed in a sealed package clearly marked "Vendor Proposal." The submitted proposal shall be prepared in a bound notebook(s).
- 6.2. Minimum Notebook requirement:
- 6.2.1. One (1) original and five (5) additional copies, each in a 3-ring binder for ease of opening by evaluators.
- 6.2.2. Binder capacity should be a minimum of 1" (one inch) to allow for ease of referencing various sections. (Small binders that are over-stuffed or difficult to open may count against the Vendor)
- 6.2.3. Vendors may be asked to submit one (1) Microsoft Word or PDF document formatted on a virus-free CD. DO NOT INCLUDE IN YOUR PROPOSAL unless requested by the District at a later date.
- 6.2.4. Financial statements should only be included in the binder marked "Original" (Financial statements will be removed and submitted to the Business Services Office for review, then placed in a sealed envelope and marked "Confidential").
- 6.2.5. Faxed or e-mailed proposals will not be accepted.

ALL PROPOSALS MUST BE SENT TO: Riverside Unified School District
Purchasing Department
6050 Industrial Avenue
Riverside, California 92504
Attention: Jane Jumngsilp
Fiscal Services Manager
RFQ No. 2014/15-19

7.0 GENERAL REQUIREMENTS

- 7.1 All proposals must be submitted in accordance with the standards and specifications contained within this RFQ and must contain a cover page with a certification of intent to meet the requirements specified.

- 7.2 The cover page of a responsive proposal must be signed appropriately and completed with the date, company name, and name and title of a company officer/owner authorized to sign on behalf of the company.
- 7.3 The District reserves the right to waive, at its discretion, any irregularity, which the District deems reasonably correctable or otherwise not warranting rejection of the proposal.
- 7.4 The District shall not pay any costs incurred or associated in the preparation of this or any proposal or for participation in the procurement process.
- 7.5 Any Vendor who wishes to make modifications to a proposal already received by the District must withdraw his/her proposal in order to make the modifications. All modifications must be made in ink, properly initialed by Vendor's authorized representative, executed, and submitted in accordance with the terms and conditions of this solicitation. It is the responsibility of the Vendor to ensure that modified proposals are resubmitted before the RFQ submittal deadline of January 26, 2015.
- 7.6 Vendors may withdraw their proposals at any time prior to the due date and time by submitting notification of withdrawal signed by the Vendor's authorized agent. Proposals cannot be changed or modified after the date and time designated for receipt.
- 7.7 Proposals must be typed uniformly on letter size (8 ½ " x 11") sheets of white paper, single sided or double sided, each section clearly titled, with tabs A-K, and each page clearly and consecutively numbered. Proposals must be clean and suitable for copying. Proposals must be specific unto themselves. For example, "See Enclosed Manual" will not be considered an acceptable proposal. Receipt of all addenda, if any, must be acknowledged in the proposal.
- 7.8 **Late proposals will not be accepted.** Postmarks will not be accepted in lieu of this requirement. Proposals submitted to any other District office will be rejected.
- 7.9 The proposal shall be concise and to the point. Costly bindings, color plates, glossy brochures, etc. are neither necessary nor recommended. Examples of previous work may be submitted but will not necessarily influence the evaluation process. A letter format in sufficient detail to allow thorough evaluation and analysis is required.
- 7.10 Specifications referencing specific brand names and models are used to reflect the kind and type of quality in materials and workmanship, and the corresponding level of performance the District expects to receive as a minimum. Vendors offering equivalents or superior products to the brand/model referenced will: (1) reference on the Proposal in the space provided the manufacturer's name, brand name, model and/or part number; (2) next to the price Vendor will indicate "ALT" to reflect an alternate offering; (3) where no sample is provided with the Proposal, Vendors will enclose sufficient technical specification sheets and literature to enable the District to reach a preliminary evaluation; (4) the District may request and Vendor agrees to submit a sample or to provide its product on-trial or demonstration, whichever the District may deem appropriate, at no charge to the District; (5) the District reserves the right to determine the acceptability of any alternatives offered. SAMPLES: Any sample requested by this RFQ, or to be

provided at the Vendor's option, shall be provided to District, and returned by District to Vendor, at no cost to the District. All samples requiring return, should be accompanied by a pre-paid postage envelope. Samples without a pre-paid return envelope, and/or not retrieved within five (5) business days of RFQ award, shall be disposed of at the District's sole discretion.

8.0 REQUIRED FORMAT OF PROPOSALS

8.1 Proposals must contain the following sections:

A. Proposal Cover Page (Appendix 2)

The Proposal Cover Page must be signed by an authorized representative. Signature by an authorized representative of the organization on the proposal cover page shall constitute a warranty, the falsity of which shall entitle the District to pursue any remedy authorized by law, which shall include the right, at the option of the District, of declaring any contract made as a result thereof, to be void.

B. Table of Contents

This section shall include a comprehensive table of contents that identifies material by sections A-K (in the order listed herein) and by sequential page numbers.

C. Corporate/Company/Agency Profile

This section shall include a brief description of the Vendor's legal business status (e.g., sole proprietor, partnership, corporation, etc.), overview of services or activities performed, number of years in business under the present business name (as well as prior business names), firm size, and the proposed local organization structure. Include a discussion of the Vendor's financial stability, capacity and resources. Include all other firms participating in the proposal, including similar information about the firms.

Additionally, this section shall include a listing of any lawsuit or litigation and the result of that action resulting from (a) any public project undertaken by the Vendor or by its subcontractors where litigation is still pending or has occurred within the last five (5) years, or (b) any type of project where claims or settlements were paid by the Vendor or its insurers within the last five (5) years.

D. Credentials/Resumes/Certifications/Licenses

In this section, provide resumes and credentials of staff providing the service. Identify the Project Manager and include his/her position, responsibilities, qualifications/experience, and a copy of his/her certification or licenses held (if applicable).

E. References

In this section, include present and past performance information in the form of a minimum of three (3) references. References cannot include District elected officials or employees. Each reference shall include dates of work performed, current contact person, company, address, email address and telephone number.

Describe a minimum of five (5) recent, similar projects. These projects must show the qualifications of the Vendor's capabilities to complete the District's project. Provide a summary of the scope of services, including project cost, performed for these other projects.

F. Evidence of Insurability/ Business Licenses

In this section, submit evidence of all required insurance. The awarded Vendor(s), at Vendor's sole cost and expense, and for the full term of the Agreement, or any extension thereof, shall obtain and maintain, at a minimum, all of the insurance requirements outlined in Appendix 5.

The Vendor shall certify to the possession of any and all current required licenses or certifications. In addition, Vendor shall provide a copy of current business license or other applicable licenses.

The Vendor shall state the maximum amount for which its firm has received performance and payment bonding on a single project and annually cumulative. (Appendix 6)

G. Clarification, Exceptions or Deviations

In this section, describe any exception or deviation from the requirements of the RFQ. Each clarification, exception or deviation must be clearly identified. If your firm has no clarification, exception or deviation, a statement to that effect shall be included in this section. An entry stating the clarification, exceptions or deviations, or a statement that there is no clarification, exception or deviation must be submitted. IF THERE IS NO ENTRY OF EITHER, THE PROPOSAL MAY BE CONSIDERED NON-RESPONSIVE.

H. Financial Statements

In this section, submit financial statements (Balance Sheet and Income Statement) for Vendor's business that are dated no more than twelve (12) months prior to the date of the proposal submission and cover a period of at least one (1) year. These statements should clearly identify the financial status and condition of the Vendor's entire business entity. Please place in a separate envelope and mark "Confidential" if your firm requires this to be kept confidential. The District does not guarantee that the financials submitted will be kept confidential.

I. Scope of Services/Specifications (Appendix 1)

In this section, present a well-conceived service plan. Include a full description of major tasks and subtasks. This section of the proposal shall establish that the Vendor understand the District's objectives and requirements and Vendor's ability to satisfy those objectives and requirements. Succinctly describe the proposed approach for addressing the required services and the Vendor's ability to meet the District's schedule, outlining the approach that would be undertaken in providing the requested services.

J. Cost Proposal

In this section, Vendors shall include a cost proposal, which may include titles and hourly rates. Vendors may also include any other documents as information to further explain the proposed costs. Proposals must fully describe all costs to be charged to the District as part of this project.

K. Appendices

In this section, include information considered by Vendor to be pertinent to this RFQ, and which has not been specifically solicited in any of the aforementioned sections. Please note that this does not constitute an invitation to submit large amounts of extraneous materials; appendices should be relevant and brief.

9.0 EVALUATION CRITERIA

9.1 Proposals may be evaluated based on the criteria listed below, to include but not be limited to:

9.1.1 Quality and completeness of proposal.

9.1.2 Vendor's (specialized) experience, including the experience of staff to be assigned to the project, the engagements of similar scope and complexity.

9.1.3 Fee competitiveness

9.1.4 Vendor's ability to perform the work within the time specified, to provide support in construction and multiple project coordination.

9.1.5 Vendor's prior record of performance with other school districts and/or public agencies.

9.1.6 Other considerations deemed relevant by the District

10.0 EVALUATION PROCESS

10.1 All proposals will be given thorough review. All contacts during the review selection phase will be only through the Purchasing Department. Attempts by the Vendor to contact any other District representative may result in disqualification of the Vendor. All evaluation material will be considered confidential and not released by the District. The District reserves the right to split or make the award that is most advantageous to the District.

11.0 INTERPRETATION OF RFQ

11.1 The Vendor must make careful examination and understand all of the requirements, specifications, and conditions stated in the RFQ. If any Vendor planning to submit a proposal finds discrepancies in or omissions from the RFQ, or is in doubt as to the meaning, a written request for interpretation or correction must be given to the District. Any changes to the RFQ will be made only by written addendum and may be posted on the District's Purchasing Department website at <https://remote.rusd.k12.ca.us/planholdersregistration/>. The District is not responsible for any other explanations or interpretations. If any provision in this agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way. All notices regarding this procurement may be posted on the District's Purchasing Department website.

12.0 CONTRACT DEVELOPMENT

- 12.1 If a proposal is accepted, in whole or in part, the District will enter into a contractual agreement with the selected Vendor(s). If an agreement cannot be reached, negotiations with the second ranking Vendor(s) shall commence.

13.0 CANCELLATION OF PROCUREMENT PROCESS

- 13.1 The District may cancel the procurement process at any time. All proposals become the property of the District. All information submitted in the proposal becomes "public record" as defined by the State of California upon completion of the procurement process. If any proprietary information is contained in or attached to the proposal, it must be clearly identified by the Vendor; otherwise the Vendor agrees that any and all documents provided may be released to the public after contract award.
- 13.2 The procurement process may be canceled after opening, but prior to award if the District determines that cancellation is in the best interest of the District for reasons (but not limited to) such as:
- 13.2.1 Inadequate, ambiguous, or otherwise deficient specifications that were cited in the RFQ.
 - 13.2.2 The services are no longer required.
 - 13.2.3 Proposals received are at an unreasonable cost.
 - 13.2.4 Proposals did not independently arrive in open competition, were collusive, or were not submitted in good faith.
 - 13.2.5 The District determines, after analysis of the proposals that its needs can be satisfied through a less expensive method.
- 13.3 The District reserves the right to amend or modify the project's Scope of Services prior to the award of contract, as necessity may dictate, and to reject any and all proposals hereunder. This RFQ does not commit the District to award a contract or to pay any costs incurred in the preparation of a proposal in response to this request. The District reserves the right to accept or reject any or all proposals received as a result of this request, to negotiate with any qualified source or to cancel in part or in its entirety this Request of Proposal if it is in the best interest of the District.

14.0 CONFIDENTIALITY AND PROPRIETARY DATA

- 14.1 All materials received relative to this RFQ will be kept confidential, until such time an award is made or the RFQ is canceled, at which time all materials received will be made available to the public. Proposals received will be subject to Government Code §6250, the Public Information Act. Vendors should mark information they consider proprietary or confidential in the event it is exempt from the requirements of the Act.

15.0 NON-COLLUSION DECLARATION

- 15.1 By submitting a signed copy of the attached Non-Collusion Declaration (Appendix 4) with its Proposal, each Vendor represents and warrants that its proposal is genuine and not a sham or made in the interest of, or on behalf of, any person not named therein; that the Vendor has not directly induced or solicited any other individual/firm to submit a sham Proposal or any other person to refrain from submitting a Proposal; and that the Proposal has not in any manner sought collusion to secure any improper advantage over any other individual/firm submitting a Proposal.

Appendix 1

SCOPE OF SERVICES

The Construction Manager's Scope of Services for each construction management project shall include, but not be limited to, the following (program development, design phase management, cost control systems, schedule adherence, and contract administration):

1.0 PRECONSTRUCTION PHASE

- 1.1 The Construction Manager shall assign responsibilities for safety precautions and programs, temporary project facilities, and equipment, materials and services for common use of the contractors. The Construction Manager shall verify that the requirements and assignment of responsibilities are included in the proposed Contract Documents.
- 1.2 The Construction Manager will perform all offsite and agency coordination activities for these projects on behalf of the District, including but not limited to: (1) establishment and coordination of all wet and dry utility services to the onsite tie-ins, and (2) coordination of site grading, perimeter road improvements, and utility provisions of the developers providing these sites to the District.
- 1.3 Design Meetings. Conduct and attend meetings with staff, special consultants and Architect to review scope, plans and specifications, project strategy and phasing plan.
- 1.4 The Construction Manager shall review the Drawings and Specifications in detail to ensure that: (1) the work of the separate contractors is coordinated; (2) all requirements for the Management Project have been assigned to the appropriate separate contracts; (3) the likelihood of jurisdictional disputes has been minimized; (4) proper coordination has been provided for phased construction; and (5) the design meets the schedules and budget constraints established by the District. The Construction Manager will identify all drawing and specification changes, additions, clarifications, and bid packaging which will be required prior to bid to ensure that these established schedules and budgets will be achieved, with very minimal change orders during construction. The Construction Manager will prepare independent estimates and develop cost reduction alternates as needed to achieve budgetary goals.
- 1.5 The Construction Manager shall develop a Summary Project Construction Schedule providing for all major elements, such as phasing of construction and times of commencement and completion required of each separate contractor. The Construction Manager shall provide the Project Construction Schedule for each set of Bidding Documents.
- 1.6 The Construction Manager shall cooperate with and assist the District in ensuring that all contracts for construction are competitively bid when required by law.
- 1.7 The Construction Manager shall cooperate with and assist the District in ensuring that the following requirements are included in all proposed contract documents: (1) applicable requirements for equal employment opportunity programs; (2) performance bonds at 100% of the total contract amount; (3) labor and material

bonds at 100% of the total contract amount; and (4) bid bonds at 10% of the total contract amount.

- 1.8 The Construction Manager shall not be a bidder on any individual contract within the Management Project. However, the Construction Manager shall: (1) prepare and place notices and advertisements to solicit bids on the projects in accordance with Public Contract Code requirements ; (2) develop Bidders' interest in the Management Project; (3) assist the District in the pre-qualification of bidders by sitting on the evaluation committee; (4) assist the District in checking the references and experience of the bidders; (5) share information in its possession with the District and the evaluation committee; (6) establish bidding schedules; (7) assist the District in issuing Bidding Documents to Bidders; (8) conduct pre-bid conferences to familiarize Bidders with the Bidding Documents, management techniques and any special systems, materials or methods; (9) assist the District with the receipt of questions from Bidders and with the issuance of Addenda; and (10) review each addendum during the bid phase for the cost, or constructability impact, and make appropriate comments or recommendations.
- 1.9 With the Architect's assistance, the Construction Manager shall receive bids, prepare required bid summaries and make recommendations to the District for award of contracts or the rejection of Bids.
- 1.10 With the Architect's assistance, the Construction Manager shall conduct pre-award conferences with successful Bidders.
- 1.11 The Construction Manager shall assist the District in preparing Construction Contracts.
- 1.12 In addition to the above, the Construction Manager shall provide all construction management services for the Pre-Construction Phase, which are required by applicable state laws, rules or regulations.

2.0 CONSTRUCTION PHASE

- 2.1 The Construction Phase will commence with the award of the first Construction Contract.
- 2.2 The Construction Manager, in cooperation with the Architect, shall provide administration of the Contracts for Construction as set forth below and in the General Conditions of the District's contracts with the prime contractors on the Management Project.
- 2.3 The Construction Manager shall provide administrative, management and related services as required to coordinate work of the contractors with each other and with the activities and responsibilities of the Construction Manager, the District, and the Architect to complete the Management Project in accordance with the District's objectives for cost, time and quality. The Construction Manager shall provide sufficient organization, personnel and management to carry out the requirements of this Agreement.

- 2.4 The Construction Manager shall schedule and conduct pre-construction, construction and progress meetings to discuss such matters as procedures, progress problems and scheduling. The Construction Manager shall prepare and promptly distribute official minutes of such meetings.
- 2.5 The Construction Manager shall prepare the Project Schedule and, utilizing the contractors' construction schedules provided by the separate Contractors, update the Project Construction Schedule periodically as required by this Agreement. The Construction Manager shall incorporate the activities of contractors on the Management 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 Construction Manager shall also include the District's occupancy requirements showing portions of the Management Project having occupancy priority, and update and reissue the Project Schedule as required to show current conditions and revisions required by actual experience.
- 2.6 The Construction Manager shall prepare monthly construction schedule updates and prepare and distribute monthly construction updates. After an evaluation of the actual progress as observed by the Construction Manager, scheduled activities will be assigned percentage-complete values in conjunction with the contractor. The report will reflect actual progress as compared to schedule progress noting variances. This report will also be the basis for determining implementation of certain District prerogatives concerning progress of the project, when required, including, but not limited to the following: (1) Recovery Schedule. If requested by the District, the Construction Manager shall assist the contractors in preparing a recovery schedule. This recovery schedule will reflect the corrective action and extraordinary efforts to be undertaken. (2) Claims Analysis. Construction Manager's service shall focus on preventing claims. (3) Contractor Claims Negotiations. If requested by the District, the Construction Manager will negotiate claims with the contractor on behalf of the District.
- 2.7 Construction Schedule. Upon the District's transmission of a Notice of Award to the successful contractors, the Construction Manager will review the contractors' development of their detailed construction schedules. The Construction Manager will receive and distribute the detailed construction schedules to the contractors, the District, the Architect and other parties.
- 2.8 Schedule of Values. The Construction Manager will review and reconcile each contractor's schedule of values for each of the activities included in construction schedules. This report will then be used as the basis for all future progress payments during the construction phase.
- 2.9 The Construction Manager shall endeavor to achieve satisfactory performance from each of the contractors. 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 will not take satisfactory corrective action from the Construction Manager or District.
- 2.10 The Construction Manager shall incorporate approved changes as they occur, and develop cash flow reports and forecasts as needed.

- 2.11 The Construction Manager shall: (1) recommend necessary or desirable changes to the Architect and the District; (2) review requests for changes; (3) assist in negotiating contractors' proposals; (4) submit recommendations to the Architect and the District; and (5) prepare and sign Change Orders for the Architect's signature and the District's authorization.
- 2.12 The Construction Manager shall develop and implement procedures for the review and processing of Applications by contractors for progress and final payments. The Construction Manager shall make recommendations to the Architect for certification to the District for payment.
- 2.13 The Construction Manager shall provide regular monitoring of the approved estimates of Total Construction Cost, showing actual costs for activities in progress, and estimates for uncompleted tasks. The Construction Manager shall identify variances between actual and budgeted or estimated costs, and advise the District and the Architect whenever Management Project costs exceed budgets or estimates.
- 2.14 The Construction Manager 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.
- 2.15 The Construction Manager shall ensure that safety programs are developed by each of the contractors as required by their contract documents, and shall coordinate the safety programs for the Management Project.
- 2.16 The Construction Manager shall assist in obtaining building permits and special permits for the Management Project. The Construction Manager shall verify that the District has paid applicable fees and assessments, and shall assist in obtaining approvals from authorities having jurisdiction over the Management Project.
- 2.17 The Construction Manager shall assist the District in selecting and retaining the professional services of surveyors, special consultants and testing laboratories, and shall coordinate their services. The Construction Manager shall coordinate with the District's inspector all testing required by the Architect(s) or other third parties. All inspection reports shall be provided to the Construction Manager on a regular basis.
- 2.18 The Construction Manager shall determine whether the work of each contractor is being performed in accordance with the requirements of their contract documents, and shall endeavor to guard the District against defects and deficiencies in such work. The Construction Manager shall make recommendations to the Architect regarding special inspection or testing of work not in accordance with the provisions of the contract documents whether or not such work is then fabricated, installed or completed. The Construction Manager shall also inform the Architect, District and Inspector of Record of work that Project Manager believes does not conform to the requirements of the contract documents and should be rejected by the Architect. The Construction Manager

shall, in conjunction with the Architect and Inspector of Record, review any contractor's recommendations for corrective action on observed non-conforming work.

- 2.19 The Construction Manager shall not be responsible for the construction means, methods, techniques, sequences and procedures employed by the contractors in performance of their contracts with the District. The Construction Manager shall also not be responsible for the failure of any contractor to carry out their work in accordance with the contract documents. The Construction Manager shall be responsible, however, for any reports, advice or information provided to the District regarding the Management Project and the work of the contractors, including any information regarding the compliance of their work with the contract documents.
- 2.20 The Construction Manager shall consult with the Architect and the District if any Contractor requests interpretations of the meaning and intent of the Drawings and Specifications, and shall assist in the resolution of questions, which may arise.
- 2.21 The Construction Manager shall receive Certificates of Insurance and Endorsements from the Contractors, and shall forward them to the District's purchasing agent.
- 2.22 The Construction Manager shall receive and review from the Contractors all Shop Drawings, Product Data, Samples and other submittals. The Construction Manager shall coordinate them with information contained in related documents and transmit to the Architect for review and approval. In collaboration with the Architect, the Construction Manager shall establish and implement procedures for expediting the processing and approval of Shop Drawings, Product Data, Samples and other submittals.
- 2.23 The Construction Manager shall record the progress of the Management Project, and shall submit weekly written progress reports to the District and the Architect including information on each Contractor and each Contractor's work, as well as the entire Management Project, showing percentages of completion and the number and amounts of proposed and executed Change Orders and their effect on the Maximum Construction Cost and Budget as of the date of the report. The Construction Manager shall also keep a daily log containing a record of weather, Contractors, work on the site, number of workers, work accomplished, problems encountered, and other similar relevant data as the District may require. The Construction Manager shall make the log available to the District and the Architect.
- 2.24 The Construction Manager shall maintain at the Management Project site, on a current basis, a record copy of the following: (1) all Contracts, Drawings, Specifications, Addenda, Change Orders and other Modifications, in good order and marked to record all changes made during construction; (2) Shop Drawings; (3) Product Data; (4) samples; (5) submittals; (6) purchases; (7) materials; (8) equipment; (9) applicable handbooks; (10) maintenance and operating manuals and instructions; and (11) other related documents and revisions which arise out of the contracts or work. The Construction Manager shall maintain records in duplicate of the following: (1) principal building layout lines; (2) elevations of the

bottom of footings; and (3) floor levels and key site elevations certified by a qualified surveyor or professional engineer. The Construction Manager shall make all records available to the District and the Architect. Upon demand at any time, the Construction Manager shall provide all such documents to the District within ten (10) days of such request. At the completion of the Management Project, the Construction Manager shall deliver all such records to the Architect for the District, such that the Architect may complete the record As-Built drawings.

- 2.25 When bids and/or quotations are received for equipment, the Construction Manager shall assist the District in determining the lowest responsible/responsive bidder. The Construction Manager shall arrange for delivery and storage, protection and security for District-purchased materials, systems and equipment that are a part of the Management Project, until such items are incorporated into the Management 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. The Construction Manager shall ensure that all requisitions for major equipment include a window period for delivery directly to the Management Project site. The Construction Manager or its designee shall receive at the Management Project site the delivery of all equipment and supplies. The Construction Manager or its designee shall inspect all deliveries for damages or errors, and shall coordinate with all vendors/suppliers any necessary corrections of such damages or errors prior to signing for receipt of the equipment or supplies. The Construction Manager or its designee shall not accept any equipment or supplies, which contain damage or errors. The District shall pay only for equipment and supplies which do not contain any damage or errors, and which have been received, inspected and signed-for by the Construction Manager or its designee. The Construction Manager shall be responsible and liable to the District for any equipment or supplies accepted in violation of this paragraph.
- 2.26 With the Architect and the District's maintenance personnel, the Construction Manager shall observe the Contractors' check-out of utilities, operational systems and equipment for readiness, and shall assist in their initial start-up and testing.
- 2.27 When the Construction Manager considers each contractor's work or a designated portion thereof substantially complete, the Construction Manager shall prepare for the Architect a list of incomplete or unsatisfactory items and a schedule for their completion. The Construction Manager shall assist the Architect in conducting inspections. After the Architect certifies the Date of Substantial Completion of the Work, the Construction Manager shall coordinate the correction and completion of the work and any punch list items.
- 2.28 The Construction Manager shall assist the Architect in determining when the Management Project or a designated portion thereof is substantially complete. The Construction Manager shall prepare for the Architect a summary of the status of the work of each Contractor, listing changes in the previously issued Certificates of Substantial Completion of the Work and recommending the times within which contractors shall complete uncompleted items on their Certificate of Substantial Completion of the Work.

- 2.29 Following the Architect's issuance of a Certificate of Substantial Completion of the Management Project or designated portion thereof, the Construction Manager shall evaluate the completion of the work of the contractors and make recommendations to the Architect when work is ready for final inspection. The Construction Manager shall assist the Architect in conducting final inspections, and shall secure and transmit to the District required guarantees, affidavits, releases, bonds and waivers. The Construction Manager shall also deliver all keys, manuals, record drawings and maintenance stocks to the District.
- 2.30 Coordinate and schedule training sessions for the District's maintenance and operational personnel and assure that the contractor's obligations in providing this training are fulfilled.
- 2.31 The extent of the duties, responsibilities and limitations of authority of the Construction Manager as a representative of the District during construction shall not be modified or extended without the written consent of the District and the Construction Manager.
- 2.32 In addition to the above, the Construction Manager shall provide all construction management services for the Construction Phase, which are required by applicable state laws, rules or regulations.

3.0 POST CONSTRUCTION PHASE

- 3.1 Occupancy Permit. The Construction Manager will assist the District in obtaining the occupancy permit. This task may encompass accompanying governmental officials (Fire Marshall, Building Official, Health Department, etc.) during inspections of the facility, assisting in preparing and submitting proper documentation to the appropriate approving agencies, assisting in final testing and other necessary and reasonable activities.
- 3.2 Final Project Report. At the conclusion of the project, the Construction Manager will prepare final project accounting and closeout reports of all above indicated report systems. These reports will summarize for historical purposes any items, which are not self-explanatory. All equipment instruction manuals and warranty information collected by the Construction Manager will be transmitted to the Architect for approval.
- 3.3 Warranty Issues. During the warranty period, the Construction Manager will manage the work of contractors and resolution of any warranty issues pertaining to the project.
- 3.4 Project Closeout. At the conclusion of the project the Construction Manager will assist the project Architect(s) and District in tracking and facilitating the closeout of projects through regulatory and state agencies.

4.0 ALL PHASES

- 4.1 Other duties as required and agreed to by the District and Construction Manager.

Appendix 2

COST PROPOSAL

- Submit fee proposal for construction management services (fixed fee or fee scale) with General Condition costs listed separately.
- List any phase which shall not be performed within the fee proposed.
- List hourly rates for each staff category and a not-to-exceed amount which shall apply for any work which will be in addition to an amount not included in the fixed fee/fee scale portion of the project.

Appendix 3

PROPOSAL COVER PAGE

The undersigned agrees, if his/her Proposal is accepted within one hundred twenty (120) days from time set for receipt of Proposals, to provide construction management services as set forth in, and in accordance with, the provisions of this Notice Calling for Proposals.

Vendor Name: _____

Address: _____

Telephone: _____

Facsimile: _____

E-mail: _____

Name of Authorized Signor: _____

Title of Authorized Signor: _____

Federal Tax ID#: _____

CA State Contractor's License #: _____

Public Works Certification #: _____

ACKNOWLEDGEMENT OF ADDENDA

The undersigned acknowledges receipt of amendments to this Request for Proposal and has thoroughly examined any and all Addenda (if any) issued during the RFQ period and are thoroughly familiar with all contents thereof and acknowledges receipt of the following Addenda: (Vendor to list all addenda).

ADDENDUM NO. _____ DATE RECEIVED _____

ADDENDUM NO. _____ DATE RECEIVED _____

ADDENDUM NO. _____ DATE RECEIVED _____

ADDENDUM NO. _____ DATE RECEIVED _____

ADDENDUM NO. _____ DATE RECEIVED _____

Signature of Authorized Person: _____

Date of Proposal: _____

Appendix 4

NON-COLLUSION DECLARATION

STATE OF _____ }
 _____ } ss.
 COUNTY OF _____ }

I, the undersigned, being duly sworn, declare that I am an authorized officer of the party making the foregoing proposal that the proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the proposal is genuine and not collusive or sham; that the Vendor has not directly or indirectly induced or solicited any other Vendor to put in a false or sham proposal, and has not directly or indirectly induced or solicited any other Vendor to put in a false or sham proposal, and has not directly or indirectly colluded, conspired, connived, or agreed with any Vendor or anyone else to put in a sham proposal, or that anyone shall refrain from proposing; that the Vendor has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the proposal price of the Vendor or any other Vendor, or to fix any overhead, profit, or cost element of the proposal price, or of that of any other Vendor, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the proposal are true; and, further, that the Vendor has not, directly or indirectly, submitted his or her proposal price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, proposal depository, or to any member or agent thereof to effectuate a collusive or sham proposal.

I, the undersigned, hereby certify that I have read and understand this **Non-Collusion Declaration** and guarantee complete compliance with all the terms, conditions and stipulations.

Vendor _____
 (Type or Print Complete Legal Name of Firm)

By _____ (Signature) _____ (Date)

Name _____
 (Type or Print)

Title _____

Appendix 5

INSURANCE REQUIREMENTS FOR DISTRICT CONTRACTS

1.0. Prior to commencing any work, all consultants, contractors, vendors and service providers shall procure and maintain, or cause to be maintained, at their own cost and expense, for the duration of their contract with the DISTRICT, appropriate insurance against claims for injuries to persons or damages to property which may rise from, or in connection with, the performance of the work or services. Any insurance proceeds available to the DISTRICT in excess of the limits and coverage required in this Agreement and which is applicable to a given loss, will be available to the DISTRICT.

2.0. Proof of compliance with these insurance requirements, consisting of certificates of insurance evidencing all of the coverages required and an additional insured endorsement to the required general liability policy, shall be delivered to the DISTRICT at, or prior to, the execution of the Agreement. In the event such proof of any insurance is not delivered as required, or in the event such insurance is cancelled at any time, and no replacement coverage is provided, the DISTRICT has the right, but not the duty, to obtain any insurance it deems necessary to protect its interests under the Agreement and to pay the premium. Any premium so paid by the DISTRICT shall be charged to, and promptly paid by, the contractor, consultant, vendor, or service provider, or deducted from sums due to the consultant, contractor, vendor, or service provider, at the DISTRICT's option.

3.0. MINIMUM SCOPE OF INSURANCE REQUIRED

3.1. General Liability Insurance is required whenever the DISTRICT is at risk of third-party claims which may arise out of work or presence of a consultant, contractor, vendor, and service provider on DISTRICT premises. At a minimum, this policy shall:

3.1.1. Be written on a per occurrence basis; and

3.1.2. Includes products of completed operations liability, independent contractor liability, broad form contractual liability, and cross liability protection.

3.1.3. General Liability Insurance shall be provided using Insurance Services Office "Commercial General Liability" policy form CG 00 01, or equivalent, as approved by the DISTRICT's Risk Manager (or designee). Defense costs must be paid in addition to limits. There shall be no cross liability exclusion for claims or suits by one insured against another.

3.2. Automobile Liability Insurance is required only when vehicles are used by a consultant, contractor, vendor or service provider in their scope of work or when they are driven off-road on DISTRICT property. Compliance with California law requiring auto liability insurance is mandatory and cannot be waived. At a minimum, this policy shall:

3.2.1. Be written on a per occurrence basis;

- 3.2.2. Include coverage for Bodily Injury and Property Damage, Owned, Non-owned and Hired Vehicles; and
- 3.2.3. Automobile Liability Insurance shall be on ISO Business Auto Coverage form CA 00 01, including symbol 1 (Any Auto), or equivalent, as approved by the DISTRICT's Risk Manager (or designee).
- 3.2.4. If an automobile is not used in connection with the services provided by the consultant, contractor, vendor or service provider, a written request to waive this requirement must be made to the DISTRICT's Risk Manager (or designee).

3.3. **Workers' Compensation and Employer's Liability Insurances** is required for any consultant, contractor, vendor or service provider that has any employees at any time during the period of this Agreement. Consultants, contractors, vendors or service providers with no employees must complete a Request for Waiver of Workers' Compensation Insurance Requirement form available from the DISTRICT's Risk Manager (or designee). At a minimum, this policy shall:

- 3.3.1. Provide statutory requirements of the State of California; and
- 3.3.2. Include \$1,000,000 Employer's Liability.

3.4. Errors and Omissions (if applicable) coverage is required for licensed, or other professional, consultants, contractors, vendors or service providers, doing design, architecture, engineering, accounting or other services that warrant such insurance. At a minimum, this policy shall:

- 3.4.1. Cover liability for malpractice or errors or omissions made in the course of rendering professional services.
- 3.4.2. Be written on a policy form coverage specifically designed to protect against acts, errors or omissions of the consultant, contractor, vendor or service provider and "Covered Professional Services" as designated in the policy must specifically include work performed under this Agreement. The policy must "pay on behalf" the insured and must include a provision establishing the insurer's duty to defend. The policy retroactive date shall be on, or before, the effective date of the Agreement.

4.0. MINIMUM LIMITS OF INSURANCE COVERAGE REQUIRED

Agreement \$	Insurance Limits*
< \$25,000	\$1 Million per Occurrence/\$2 Million Aggregate
\$25,000 to \$5,000,000	\$1 Million per Occurrence/\$2 Million Aggregate
> \$5,000,000	Limits to be determined by DISTRICT Risk Manager

*DISTRICT reserves the right to revise the insurance limits (above), based on the scope of services of the project.

4.1. Umbrella excess liability may be used to reach the limits required by the specific Agreement.

- 4.2. Excess of Umbrella Liability Insurance (Over Primary) if used to meet limits requirements shall provide coverage at least as broad as specified for the underlying coverages. Any such coverage provided under an umbrella liability policy shall include a drop-down provision, providing primary coverage above a maximum twenty-five thousand (\$25,000) self-insured retention for liability not covered by primary, but covered by the umbrella. Coverage shall be provided on a "pay on behalf" basis, with defense costs payable in addition to policy limits. Each such policy shall contain a provision obligating insurer at the time insured's liability is determined, not requiring actual payment by the insured first. There shall be no cross liability exclusion precluding coverage for claims or suits by one insured against another. Coverage shall be applicable to the DISTRICT for injury to employees of consultant, contractor, vendor or service provider, subcontractors, or others involved in the work. The scope of coverage provided is subject to approval of the DISTRICT following receipt of proof of insurance, as required herein.
- 4.3. Additional insurance requirements may be imposed by the DISTRICT for services or products that have a higher risk. Refer to the DISTRICT's Risk Manager (or designee) for information of the insurance requirements for the following types of services or products:
- 4.3.1. Construction contracts;
 - 4.3.2. Medical, excavation, drilling, trenching or shoring services, or services involving explosives or pyrotechnics;
 - 4.3.3. Environmental consulting, engineering or related services or operations;
 - 4.3.4. Custom manufactured products;
 - 4.3.5. Products or services involving firearms; and
 - 4.3.6. Any unusual or high-risk activities, operations or products.

5.0. GENERAL STANDARDS FOR INSURANCE POLICIES

- 5.1. All insurance policies shall meet the following general standards:
- 5.1.1. Insurance carrier is to be placed with duly licensed or approved non-admitted insurers in the State of California.
 - 5.1.2. Insurers must have an A.M. Best rating of B+, Class VII or higher (this rating includes those insurers with a minimum policyholder's surplus of \$50 to \$100 Million). Exceptions to the A.M. Best's rating may be considered when an insurance carrier meets all other standards and can satisfy surplus amounts equivalent to an A:VIII (A:8) rating.
 - 5.1.3. Certificate must include evidence of the amount of any deductible or self-insured retention under the policy.

6.0. VERIFICATION OF INSURANCE COVERAGE

6.1. All individuals, contractors, agencies, and organization conducting business for the DISTRICT shall provide proof of insurance by submitting one of the following:

6.1.1. An acceptable Certificate of Liability Insurance Coverage with an approved Additional Insured Endorsement with the following endorsements stated on the certificate:

- (a) *"Riverside Unified School District, its elected and appointed officers, officials, employees, and agents are named as an additional insured..." ("as it relates to a specific contract" or "for any and all work performed with Riverside Unified School District" may be included in this statement).*
- (b) *"This insurance is primary and non-contributory over any insurance or self-insurance Riverside Unified School District may have..." ("as it relates to a specific contract" or "for any and all work performed with Riverside Unified School District" may be included in this statement). See Example A below.*

As an alternative to the non-contributory endorsement, the DISTRICT will accept a waiver of subrogation endorsement on the General Liability policy. At a minimum, the endorsement shall include the following verbiage:

"This insurance company agrees to waive all rights of subrogation against Riverside Unified School District, its elected and appointed officers, officials, employees, agents, and volunteers for losses paid under the terms of this policy which arise from the work performed by the named insured for Riverside Unified School District."

- (c) *"This insurance afforded by this policy shall not be cancelled, except after the thirty (30) days prior written notice by certified mail return receipt requested has been given to Riverside Unified School District." Language such as, "endeavor to" mail and "but failure to mail such notice shall impose obligation or liability of any kind upon the company, its agents or representative" is not acceptable and must be crossed-out. See Example B below.*
- (d) The Workers' Compensation and Employer's Liability policies shall contain a waiver of subrogation clause in favor of Riverside Unified School District, its elected and appointed officers, officials, employees, agents and volunteers. *See Example C below.*
- (e) In addition to the endorsements listed above, Riverside Unified School District shall be named the certificate holder on the policy.
- (f) All certificates and endorsements are to be received and approved by the DISTRICT before work commences. All certificates of

insurance must be authorized by a person with authority to bind coverage, whether that is the authorized agent/broker or insurance underwriter. Failure to obtain the required documents prior to the commencement of work shall not waive the contractor's obligation to provide them.

7.0. ACCEPTABLE ALTERNATIVES TO INSURANCE INDUSTRY CERTIFICATES OF INSURANCE

7.1. The DISTRICT will accept either a CG 20 10 10 01 or a CG 20 33 10 01 (or some form specific to a particular insurance company that has similar wording) as long as the form is accompanied by a CG 20 37 10 01. In addition, the DISTRICT will accept the following:

7.1.1. A copy of the full insurance policy which contains a thirty (30) days' cancellation notice provision (ten (10) days for non-payment of premium) and additional insured and/or loss-payee status, when appropriate, for the DISTRICT.

7.1.2. Binders and Cover Notes are also acceptable as interim evidence, for up to ninety (90) days from the date of approval.

8.0. ENDORSEMENT LANGUAGE FOR INSURANCE CERTIFICATES

8.1. Example A

8.1.1. THE INSURANCE SHALL BE PRIMARY WITH RESPECT TO THE INSURED SHOWN IN THE SCHEDULE ABOVE, OR IF EXCESS, SHALL STAND IN AN UNBROKEN CHAIN OF COVERAGE EXCESS OF THE NAMED INSURED'S SCHEDULED UNDERLYING PRIMARY COVERAGE. IN EITHER EVENT, ANY OTHER INSURANCE MAINTAINED BY THE INSURED SCHEDULED ABOVE SHALL BE IN EXCESS OF THIS INSURANCE AND SHALL NOT BE CALLED UPON TO CONTRIBUTE WITH IT.

8.2. Example B

8.2.1. SHOULD ANY OF THE ABOVE-REFERENCED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS* WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED HEREIN ~~BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.~~ (*The broker/agent can include a qualifier stating "10 days' notice for non-payment of premium.")

8.3. Example C

8.3.1. IT IS UNDERSTOOD AND AGREED THAT THE COMPANY WAIVES THE RIGHT OF SUBROGATION AGAINST THE ABOVE ADDITIONAL

INSURED(S), BUT ONLY WITH RESPECT TO THE JOB OR PREMISES DESCRIBED IN THE CERTIFICATE ATTACHED HERETO.

9.0. ALTERNATIVE PROGRAMS/SELF-INSURANCE

- 9.1. Under certain circumstances, the DISTRICT may accept risk financing mechanisms such as Risk Retention Groups, Risk Purchasing Groups, off-shore carriers, captive insurance programs and self-insurance programs as verification of insurance coverage. These programs are subject to separate approval once the DISTRICT has reviewed any relevant audited financial statements and made a determination that the program provides sufficient coverage to meet the DISTRICT's requirements.

10.0. WAIVER OR MODIFICATION OF THE INSURANCE REQUIREMENTS

- 10.1. Any waiver or modification of the insurance requirements can only be made by the DISTRICT's Risk Manager (or designee), at the DISTRICT's discretion. If you do not believe that the insurance requirements apply to you (e.g., you do not have employees and therefore are not subject to the State's workers' compensation insurance requirements; you do not drive an automobile in connection with the services you provide to the DISTRICT; professional liability or errors and omissions liability is not available for the type of services you are performing, etc.), please submit a written request for waiver or modification of the insurance requirements and the reason(s) underlying your request to the Risk Manager (or designee). All requests for a waiver or modification will be reviewed and a final determination rendered by the Risk Manager (or designee).

Appendix 6

BONDING

The Vendor shall state the maximum amount for which its firm has received performance and payment bonding on a single project and annually cumulative.

	Single Project	Annually
As General Contractor		
As a Construction Manager		