



RFQ 23-24-03
REQUEST FOR QUALIFICATIONS
for
CONSTRUCTION MANAGEMENT SERVICES

Submittal Due on or Before:

July 28, 2023 at 12:30 pm

Deliver To:

Oro Grande School District
19900 National Trails Hwy
Oro Grande, CA 92368
Attention: Purchasing Department

For Additional Information Contact:

April Lara | Director of Purchasing
bids@orogrande.org

TABLE OF CONTENTS

BIDDING REQUIREMENTS

Notice to Respondents..... 3

Purpose..... 4

Background..... 4

General Instructions..... 5

REQUIRED FORMS..... 12

Non-Collusion Declaration..... 13

REQUIRED CONTRACT FORMS..... 14

Construction Management Services Agreement..... 15

Criminal Records Check Certification..... 26

Drug-Free Workplace Certification..... 27

Tobacco-Free Workplace Certification..... 29

Workers' Compensation Certification..... 30

SPECIFICATIONS

General Scope Requirements..... 32

EVALUATIONS

Evaluation Team, Procedures, and Selection..... 40

Proposal Evaluation Criteria and Scoring..... 41

NOTICE TO RESPONDENTS

NOTICE IS HEREBY GIVEN that the Oro Grande School District of San Bernardino County, California, acting by and through its Board of Education, hereinafter referred to as the District, will receive the documents for the Request for Qualifications (RFQ) up to, but no later than, **12:30 PM on July 28, 2023** for:

Construction Management Services

RFQ No. 23-24-03

Oro Grande School District ("District") is requesting Statement of Qualifications (SOQ) from qualified providers for Construction Management Services. The selected firm will be responsible for meeting or exceeding all specifications listed in this Request for Proposal (RFQ).

Statement of Qualifications must be submitted in a sealed envelope, and returned by mail or in person to the Oro Grande School District, Purchasing Department, 19900 National Trails Hwy, Oro Grande, Ca 92368 or via email to bids@orogrande.org. All Statement of Qualifications must be clearly marked with RFQ number and title.

Statement of Qualifications received later than the designated time and specified will be returned to the Firm unopened. Facsimile submittals of the proposal will not be accepted. It is the Respondent's sole responsibility to ensure that its documents have been received in the Purchasing Department prior to the scheduled closing time for receipt of the Statement of Qualifications.

The District reserves the right to accept or reject any or all Statement of Qualifications or any combination thereof, to contract for Construction Management Services with whomever and in whatever manner, to abandon a project entirely, and/or to waive any informality in the RFQ process. Before a contract is awarded, the District may require further evidence of reasonable qualifications to perform the proposed work.

Copies of the RFQ documents may be obtained from the Oro Grande School District Website: https://www.orogrande.net/departments/business_services/purchasing or by contacting April Lara in our Purchasing Department via email to bids@orogrande.org. Please note the RFQ Number in your email.

TIMELINE

Initial RFQ Posting & Official Notice on 07/14/2023

RFQ Questions Due from Proposers at 10:00am on 07/20/2023

Districts Response to Questions by 11:00 am on 07/24/2023

RFQ Responses Due/Public Bid Opening 12:30 pm on 07/28/2023

Board Approval on 08/09/2023

Notification of Selected Bidder on or before 3:00 pm on 08/10/2023

** Subject to change at District discretion*

PURPOSE

Oro Grande School District is seeking Statements of Qualifications (“SOQs”) from Construction Management firms that can assist the District with such services as the District may, from time to time, require in connection with new construction and modernization projects throughout the District. The District will utilize the selected firm for a maximum of five years, at which time the District will conduct a new selection process.

District reserves the right to reject any proposals, to contract for Construction Management Services with whomever and in whatever manner, to abandon a project entirely, and/or to waive any informality in receiving proposals. Before a contract is awarded, the District may require further evidence of reasonable qualifications to perform the proposed work.

BACKGROUND

Oro Grande School District empowers students and their families through extraordinary educational choice, excellence in education, a safe environment to learn, rigor in all endeavors, and high expectations. We create schools where all students belong, thrive, and succeed. The Oro Grande School district is located in the town of Oro Grande, California and is composed of four schools, all of which are charter schools or academies that take in students from outside the district. Oro Grande Elementary School, Riverside Preparatory School, and Mojave River Academy. Oro Grande Elementary School serves grades Kindergarten through six in a college preparatory setting. It is the only non-charter school. Riverside Preparatory School comprises of three schools. Riverside Preparatory Elementary, Riverside Preparatory Middle School, Riverside Preparatory High School; all located within the city of Oro Grande. Mojave River Academy serves grades Kindergarten through grade twelve in an Independent Study program. Under the Mojave River Academy Charter system, Oro Grande School District has offices 11 cities outside of Oro Grande located in Bakersfield, Barstow, Beaumont, Colton, Desert Hot Springs, Fontana, Hesperia, Palm Springs, Phelan, Tehachapi, Victorville.

GENERAL INSTRUCTIONS

The Oro Grande School District ("DISTRICT") invites Statements of Qualifications to be submitted at the time and place stated in the Notice to Respondents. The Statement of Qualifications should be clear, concise, complete, well organized and demonstrate the entity's qualifications and ability to follow instructions.

All entities are requested to follow the order and format specified below. The SOQ shall include, at a minimum, the following:

1. Cover Letter
2. Table of Contents
3. Business Profile. Furnish a brief profile of your firm. State the name of your firm, address, telephone, e-mail address, date firm established, and type of business (individual, corporation, etc.).
 - a. List applicable license number(s), registration number(s), and federal taxpayer ID number.
 - b. Identify who is authorized to sign agreements and represent your firm in matters related to this Statement of Qualifications.
 - c. Provide a brief description of your firm including public project experience.
 - i. Describe at least three (3) projects that demonstrate your ability and experience related to the services contemplated in this RFQ.
 - d. References. Provide references on at least your last three school district clients for whom you have provided the services contemplated in this RFQ.
 - e. Commitment that key personnel will be available throughout contract and will not be removed without prior approval of District
 - f. Firm's approach to accomplish the Scope of Work Requirements.
 - g. Pricing Matrix. Provide your pricing matrix with a brief explanation as to why this metric is more advantageous to the District.
 - h. Insurance. Provide evidence of general liability insurance coverage.
4. Any other information required by this RFQ or its addenda which may not be listed above.
5. Firms may include additional information, however, do NOT attach terms and conditions that conflict with the RFQ, as your firms' proposal may be deemed non responsive.
6. Preparation of SOQ Documents: SOQs shall be submitted complete and in full. All SOQ items and statements shall be properly filled out. Numbers shall be stated both in words and in figures where so indicated, and where there is a conflict in the words and the figures, the words shall govern. The signatures of all persons signing the SOQ shall be in longhand and in permanent blue ink. Prices, wording and notations must be in ink or typewritten. Erasures or other changes shall be noted over by the signature of the person signing the SOQ.
7. Questions: In order for a Respondent to receive answers to questions or addenda, DISTRICT must receive the information by **10:00 a.m. July 20, 2023**. If Respondent does not receive confirmation from DISTRICT that its information has been received, Respondent must contact DISTRICT to ensure DISTRICT received the information.
 - 1.1. All questions raised by Respondents will be answered with an Addendum to the RFQ, each Addendum will be posted on the District website.
2. Delivery of Statement of Qualifications: The SOQ shall be enclosed in a sealed envelope, addressed and delivered or mailed to DISTRICT's Purchasing Department Attn: April Lara,

mailing address: PO Box 386, Oro Grande, Ca 92368 and must be received on or before the time set forth in the Notice to Respondents for the opening of RFQ submissions. The envelope shall be plainly marked with Firm's name, address, the RFQ#, title, and the date and time for opening of documents or via email to bids@orogrande.org clearly marked with the RFQ#, title, and the date and time for opening of documents. Emailed documents must be sent as a clear PDF or Word document. Additionally Bids can be submitted through DemandStar

<https://www.demandstar.com/app/agencies/california/oro-grande-school-district/procurement-opportunities/79ebb575-f9d6-48ca-bb8c-572c197bcd3/>

- 2.1. It is the Respondent's sole responsibility to ensure that its documents have been received in the Purchasing Department prior to the scheduled closing time for receipt of the Statement of Qualifications.
 - 2.2. In accordance with Government Code section 53068, any Statement of Qualifications received after the scheduled closing time for receipt of SOQs or after any extension due to material changes shall be returned to the Respondent unopened. At the time set forth in the Notice to Respondents for the opening of the Statement of Qualifications, the sealed SOQs will be opened and read out loud.
3. Signatures: Any signature required on the Contract Documents must be signed in the name of Respondent, must bear the signature of the person or persons duly authorized to sign the documents, and must be in permanent blue ink. If Respondent is a corporation, the legal name of the corporation shall first be set forth, together with either: (a) two signatures: one from among the chairman of the board, president or any vice president (collectively, the "Operational Officers") and one from among the secretary, any assistant secretary, chief financial officer, or any assistant treasurer (collectively, the "Financial Officers"); or (b) one signature, provided that the corporate officer holds at least one office as an Operational Officer and one office as a Financial Officer for the corporation; or (c) one signature of an officer or agent, provided that a properly executed corporate resolution authorizing such person to sign on behalf of and bind the corporation is submitted with the SOQ. Such documents shall include the title of such signatories below the signature and shall bear the corporate seal. If Respondent is a joint venture or partnership, there shall be submitted with the SOQ, certifications signed by authorized officers of each of the parties to the joint venture or partnership, naming the individual who shall sign all necessary documents for the joint venture or partnership and, should the joint venture or partnership be the successful Respondent, the individual who shall act in all matters relative to the Contract resulting therefrom for the joint venture or partnership. If the Respondent is an individual, his/her signature shall be placed on such documents.
4. Modifications: Respondent shall not modify the Terms and Conditions or Contract Form. Respondents shall not submit to the District a re-formatted, re-typed, altered, modified, or otherwise recreated version of the Bid Form, Contract, or other District-provided documents. Changes in or additions to the Terms and Conditions or Contract Form, recapitulations of the work, alternative proposals, or any other modification of the Terms and Conditions or Contract Form which is not specifically called for in the Contract Documents may result in DISTRICT's rejection of the SOQ as not being responsive to the Request for Qualifications. No oral or telephonic modification of any SOQ submitted will be considered.
5. Erasures, Inconsistent or Illegible SOQs: The SOQ submitted must not contain any erasures, interlineations, or other corrections unless each such correction creates no inconsistency and is suitably authenticated by affixing in the margin immediately opposite the correction

- the signature or signatures of the person or persons signing the SOQ. In the event of inconsistency between words and figures in the SOQ price, words shall control figures. In the event DISTRICT determines that any SOQ is unintelligible, inconsistent or ambiguous, DISTRICT may reject such SOQ as not being responsive to the Request for Qualifications.
6. Examination of Contract Documents: At its own expense and prior to submitting its SOQ, each Respondent shall examine the Contract Documents; familiarize itself with all federal, state and local laws, ordinances, rules, regulations and codes affecting the performance of the Request for Qualifications; determine the character, quality, and quantity of the services to be provided; and correlate its observations, investigations, and determinations with the requirements of the Contract Documents. The failure or omission of any Respondent to receive or examine any contract document, form, instrument, addendum, or other document shall in no way relieve any Respondent from any obligation with respect to its SOQ or to the Contract. The submission of a SOQ shall be incontrovertible evidence that the Respondent has complied with all the requirements of this provision of the Instructions to Respondents. Respondents shall not at any time after submission of the SOQ, dispute, complain, or assert that there were any misunderstandings with regard to the nature of services to be provided. EXECUTION OF CONTRACT – ISSUANCE OF A PURCHASE ORDER SHALL BE EVIDENCE.
 7. Award of Contract: DISTRICT reserves the right to reject any or all SOQs, or to waive any irregularities or informalities in any SOQ. DISTRICT reserves the right to inquire about any aspect of proposals submitted, directly with the Respondent. The award of the Contract, if made by DISTRICT, will be by action of the Governing Board and to the lowest responsible Respondent therefore from among those Respondents responsive to the call for bids. Each Bid must conform and be responsive to the Contract Documents.
 8. Competency of Respondents: In selecting the Respondent, consideration will be given not only to the financial standing but also to the general competency of Respondent for the performance of the work or the supply of equipment and/or supplies covered by the RFQ. By submitting a SOQ, each Respondent agrees that DISTRICT, in determining the successful Respondent and its eligibility for the award, may consider Respondent's experience and facilities, conduct and performance under other contracts, financial condition, reputation in the industry, and other factors which could affect Respondent's performance of the work or services. In addition, DISTRICT may conduct such investigations as DISTRICT deems necessary to assist in the evaluation of any SOQ and to establish the responsibility, qualifications and financial ability of Respondent to do the work and/or supply equipment and/or supplies in accordance with the Contract Documents to DISTRICT's satisfaction within the prescribed time; and DISTRICT reserves the right to reject the SOQ of any Respondent who does not pass any such evaluation to the satisfaction of DISTRICT. If the work or supply of equipment, supplies, and/or services requires a license, no SOQ will be accepted from a Respondent who is not licensed in accordance with applicable State law.
 9. Workers' Compensation: In accordance with the provisions of Section 3700 of the Labor Code, Respondents shall secure the payment of compensation to all employees. Respondent shall sign and file with DISTRICT together with the executed Agreement the following certificate prior to performing the work or providing the equipment and/or supplies under the Contract: "I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions prior to the execution of the Agreement." The form of such certificate is included as a part of the Contract Documents.
 10. Anti-Discrimination: It is the policy of DISTRICT that in connection with all work performed

under contracts, there be no discrimination against any prospective or active employee engaged in the work because of race, color, ancestry, national origin, religious creed, sex, age, physical disability, mental disability, medical condition, or marital status. Respondent agrees to comply with applicable federal and California laws including, but not limited to, the California Fair Employment and Housing Act, beginning with Government Code section 12900, and Labor Code section 1735.

11. Hold Harmless: Respondent shall indemnify and hold harmless DISTRICT, its officers, agents, and employees from every claim or demand made, and every liability, loss, damage, or expense, of any nature whatsoever, which may be incurred by reason of:
 - 11.1. Liability for damages for (1) death or bodily injury to persons; (2) injury to, loss or theft of property; or (3) any other loss, damage or expense arising under either (1) or (2) above, sustained by Respondent or any person, firm or corporation employed by Respondent upon or in connection with the work and/or delivery of equipment and/or supplies called for in the Agreement, except for liability resulting from the sole negligence, or willful misconduct of DISTRICT, its officers, employees, agents or independent Contractors who are directly employed by DISTRICT.
 - 11.2. Any injury to or death of persons or damage to property caused by any act, neglect, default or omission of Respondent, or any person, firm, or corporation employed by Respondent, either directly or by independent contract, including all damages due to loss or theft, sustained by any person, firm or corporation, including DISTRICT, arising out of, or in any way connected with the work and/or delivery of equipment and/or supplies covered by the Agreement, whether said injury or damage occurs either on or off DISTRICT property, if the liability arose from the negligence or willful misconduct of anyone employed by Respondent, either directly or by independent contract, and not by the active negligence of DISTRICT.
 - 11.3. Any failure or alleged failure to comply with any provision of law or the Contract Documents.
 - 11.4. Respondent, at Respondent's own expense, cost and risk shall defend any and all actions, suits, or other proceedings that may be brought or instituted against DISTRICT, its officers, agents or employees, or any such claim or liability, and shall pay or satisfy any judgment that may be rendered against DISTRICT, its officers, agents or employees in any action, suit or other proceedings as a result thereof.
12. Excise Taxes.
 - 12.1. Respondents will pay all applicable federal, state and local taxes on all materials, labor, or services furnished by it; and all taxes arising out of its operations under the Contract Documents.
 - 12.2. If under federal excise tax law any transaction hereunder constitutes a sale on which a federal excise tax is imposed and the sale is exempt from such excise tax because it is a sale to a state or local government for its exclusive use, DISTRICT, upon request, will execute documents necessary to show (1) that DISTRICT is a political subdivision of the State of California for the purposes of such exemption and (2) that the sale is for the exclusive use of DISTRICT. No excise tax for such materials shall be included in any Bid price.
13. Status of Respondent: Respondent is, and shall at all times be deemed to be, an independent Contractor and shall be wholly responsible for the manner in which it performs the work or services required of it by the terms of the Agreement. Nothing herein contained shall be construed as creating the relationship of employer and employee, or principal and agent, between DISTRICT and Respondent or any of Respondent's agents or employees.

Respondent assumes exclusively the responsibility for the acts of its employees as they relate to the work or services to be provided during the course and scope of their employment. The Respondent, its agents and employees shall not be entitled to any rights or privileges of DISTRICT employees and shall not be considered in any manner to be DISTRICT employees. DISTRICT shall be permitted to monitor the activities of the Respondent to determine compliance with the terms of the Agreement.

14. Prohibited Interests: No DISTRICT official who is authorized in such capacity and on behalf of DISTRICT to negotiate, make, accept, or approve, or to take part in negotiating, making, accepting or approving the Contract, shall become directly or indirectly interested financially in the Contract or in any part thereof. Respondent shall receive no compensation and shall repay DISTRICT for any compensation received by Respondent hereunder, should Respondent aid, abet or knowingly participate in violation of this section.
15. Patents, Royalties, and Indemnities: Respondent shall hold and save DISTRICT and its officers, agents, and employees harmless from liability of any nature or kind, including cost and expense, for or on account of any patented or unpatented invention, process, article, or appliance manufactured or used in the performance of the Contract, including its use by DISTRICT, unless otherwise specifically provided in the Contract Documents, and unless such liability arises from the sole negligence, or active negligence, or willful misconduct of DISTRICT or its officers, agents, or employees.
16. Protection of Persons and Property: Respondent has been advised and is aware that DISTRICT has adopted Board Policy which prohibits the use of tobacco products, including smokeless tobacco, anywhere on DISTRICT property. Respondent shall be responsible for the enforcement of DISTRICT's tobacco-free policy among all Respondent's employees while on DISTRICT property. Respondent understands and agrees that should any employee of Respondent violate Board Policy, after having already been warned once for violating DISTRICT's tobacco-free policy, Respondent shall remove the individual from the Project for the duration of the Agreement. Respondents shall not be entitled to any additional compensation and/or time in completing performance of the Agreement as a result of such removal.
 - 16.1. Respondent shall be responsible for all damages to persons or property that occur as a result of its fault or negligence in connection with the prosecution of the Contract and shall take all necessary measures and be responsible for the proper care and protection of all materials delivered until completion and final acceptance by DISTRICT.
 - 16.2. Respondent shall provide evidence of insurance with the following minimum limit of liability:
 - 16.2.1. General Liability (Additional Insured)
 - 16.2.1.1. Personal Injury: Property Damage:
 - 16.2.1.2. \$1,000,000 minimum Each Occurrence
\$2,000,000 Aggregate
 - 16.2.2. Automobile Liability
 - 16.2.2.1. Bodily Injury: Property Damage:
 - 16.2.2.2. \$1,000,000 minimum Each Person/Occurrence
 - 16.2.3. Workman's Compensation (Waiver of Subrogation Required)
 - 16.2.3.1. \$1,000,000 minimum per accident for bodily injury or disease
 - 16.2.4. Professional Liability/Errors & Omissions Liability
 - 16.2.4.1. \$1,000,000 minimum Each Occurrence \$2,000,000 Aggregate

- 16.2.5. Respondent shall name DISTRICT as an additional insured in all policies, all of which shall be open to inspection by all parties in interest. A minimum 30-day notice of cancellation is required. The Respondent shall not commence performance of the Contract without such proof of insurance. The Respondent shall provide proof of insurance coverage to DISTRICT within 72 hours subsequent to the submission of the SOQ or shall be deemed non responsive.
17. Respondent Claims: If Respondent shall claim compensation for any damage sustained by reason of the acts of DISTRICT or its agents, Respondent shall, within five (5) days after sustaining such damage, make to DISTRICT a written statement of the damage sustained. On or before the fifteenth (15th) day of the month succeeding that in which such damage shall have been sustained, Respondent shall file with DISTRICT an itemized statement of the details and amount of such damage, and unless such statement shall have been made as thus required, Respondent's claims for compensation shall be forfeited and invalidated and it shall not be entitled to consideration for payment on account of any such damage.
18. Notice and Service Thereof: Any notice from one party to the other or otherwise under the Contract shall be in writing and shall be dated and signed by the party giving such notice or by a duly authorized representative of such party. Any such notice shall not be effective for any purpose whatsoever unless served in one of the following manners:
- 18.1. If notice is given to DISTRICT, by personal delivery thereof to DISTRICT or by depositing same in the United States mail, enclosed in a sealed envelope addressed to DISTRICT, and sent by registered or certified mail with postage prepaid;
- 18.2. If notice is given to Respondent, by personal delivery thereof to said Respondent or by depositing same in the United States mail, enclosed in a sealed envelope addressed to said Respondent at its regular place of business or at such other address as may have been established for the conduct of work under the Contract, and sent by registered or certified mail with postage prepaid; or
- 18.3. If notice is given to surety or other persons, by personal delivery to such surety or other person or by depositing same in the United States mail, enclosed in a sealed envelope, addressed to such surety or person at the address of such surety or person last communicated by surety or other person to party giving notice, and sent by registered or certified mail with postage prepaid.
19. No Assignment: Respondent shall not assign, transfer, convey, sublet or otherwise dispose of the Contract or of its rights, obligations, title or interest in or to the same or any part thereof, without the previous written consent of DISTRICT; and Respondent shall not assign, by power of attorney or otherwise, any of the monies to become due and payable under the Contract unless by and with the like consent signified in like manner. If Respondent shall, without previous written consent, assign, transfer, convey, sublet or otherwise dispose of the Contract or its rights, obligations, title or interest therein, or of any of the monies to become due under the Contract, to any other person, company, or other corporation, such attempted or purported assignment, transfer, conveyance, sublease or other disposition shall be null, void and of no legal effect whatsoever; and the Contract may, at the option of DISTRICT, be terminated, revoked and annulled, and DISTRICT shall thereupon be relieved and discharged from any and all liability and obligations growing out of the same to Respondent, and to its purported assignee or transferee. No right under the Contract, nor any right to any money to become due hereunder, shall be asserted against DISTRICT in law or equity by reason of any purported assignment of the Contract, or any part thereof, or by reason of the purported assignment of any monies to become due hereunder, unless

authorized as set forth herein by written consent of DISTRICT. Any assignment of money due or to become due under the Contract shall be subject to a prior lien for services rendered or material supplied for performance of work called for under the Contract in favor of all persons, firms or corporations rendering such services or supplying such materials to the extent that the claims are filed pursuant to the Civil Code, Government Code and/or Code of Civil Procedure and shall also be subject to withholding of payments as determined by DISTRICT in accordance with the Contract.

20. No Waiver: The failure of DISTRICT in any one or more instances to insist upon strict performance of any of the terms of the Agreement or to exercise any option herein conferred shall not be construed as a waiver or relinquishment to any extent of the right to assert or rely upon any such terms or option on any future occasion.
21. Protest. Any protest by any Respondent regarding any other SOQ must be submitted in writing to the District, before 5:00 p.m. of the THIRD (3rd) business day following SOQ submissions opening.
 - 21.1. Only a Respondent who has actually submitted a SOQ, and who could be awarded the Contract if the protest is upheld, is eligible to submit a protest. A Respondent may not rely on the protest submitted by another Respondent.
 - 21.2. A protest must contain a complete statement of any and all bases for the protest and all supporting documentation. Materials submitted after the protest deadline will not be considered.
 - 21.3. The protest must refer to the specific portions of all documents that form the basis for the protest.
 - 21.3.1. Without limitation to any other basis for protest, an inadvertent error in listing the California Contractor's license number on the Designated SubContractors List shall not be grounds for filing a protest or grounds for considering the SOQ non responsive if the correct Contractor's license number is submitted to the District within 24 hours after the bid opening and the corrected number corresponds with the submitted name and location for that subContractor.
 - 21.3.2. The protest must include the name, address and telephone number of the person representing the protesting party.
 - 21.3.3. The party filing the protest must concurrently transmit a copy of the protest and any attached documentation to all other parties with a direct financial interest that may be adversely affected by the outcome of the protest. Such parties shall include all other Respondents or proposers who appear to have a reasonable prospect of receiving an award depending upon the outcome of the protest.
 - 21.3.4. The procedure and time limits set forth in this paragraph are mandatory and are each Respondent's sole and exclusive remedy in the event of bid protest. Failure to comply with these procedures shall constitute a waiver of any right to further pursue the bid protest, including filing a Government Code Claim or legal proceedings.

REQUIRED FORMS

The following forms must be completed and submitted with the SOQ. Failure to provide all documents enumerated below may result in the Respondent's SOQ being deemed non-responsive.

- ☐ Non-Collusion Affidavit

NON-COLLUSION DECLARATION

The undersigned declares:

I am the _____ [Title] of _____ [Name of Company], the party making the foregoing bid.

The SOQ is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The SOQ is genuine and not collusive or sham. The Respondent has not directly or indirectly induced or solicited any other Respondent to put in a false or sham SOQ. The Respondent has not directly or indirectly colluded, conspired, connived, or agreed with any Respondent or anyone else to put in a sham SOQ, or to refrain from submitting. The Respondent has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the SOQ price of the Respondent or any other Respondent, or to fix any overhead, profit, or cost element of the SOQ price, or of that of any other Respondent. All statements contained in the SOQ are true. The Respondent has not, directly or indirectly, submitted his or her SOQ price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, SOQ depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a Respondent that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the Respondent.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on _____ [Date], at _____ [City], _____ [State].

Signed: _____

Typed Name: _____

REQUIRED CONTRACT FORMS (Submitted After Award)

- ☐ Construction Management Agreement
- ☐ Criminal Records Check Certification
- ☐ Drug-Free Workplace Certification
- ☐ Tobacco-Free Workplace Certification
- ☐ Workers' Compensation Certification

******This Contract is included for Review Only******

ORO GRANDE SCHOOL DISTRICT

CONSTRUCTION MANAGEMENT AGREEMENT

THIS AGREEMENT, made the ____ day of _____ in the year ____, in the county of San Bernardino, State of California, by and between the Oro Grande School District hereinafter called the "DISTRICT" and _____ hereinafter called "Construction Manager".

WITNESSETH that the District and the Construction Manager (CM) for the considerations stated herein agree as follows:

SCOPE OF SERVICES: Construction Manager is fully licensed to provide such services in conformity with the Laws of the State of California; and Construction Manager shall provide to the DISTRICT the services set forth in Request for Proposals No. 23-24-03 which is attached hereto and incorporated herein by reference as Exhibit "A". Any discrepancies or inconsistencies between this AGREEMENT and Exhibit "A" shall be interpreted and governed by the terms and conditions of this AGREEMENT. The terms of this Agreement shall be controlling in the event any of the terms hereof shall be in conflict with any of the terms in Exhibit "A".

DURATION OF AGREEMENT: The term of this agreement shall be from ____/____/____ through the completion of needed services or ____/____/____, whichever occurs first.

CONTRACT PRICE: The District shall pay to the Construction Manager for services rendered at a rate agreed upon in the attached rate sheet/Bid Form. Payments shall be processed upon submission of the respective invoices. All Construction Manager invoices shall be paid upon approval by District Designee. Invoices shall be submitted directly to Accounts Payable Department and can be sent via email Accounts_Payable@orogrande.org or Mailed to:

Oro Grande School District
Attn: Accounts Payable
PO Box 386
Oro Grande, CA 92368

PROVISIONS REQUIRED BY LAW:

- A. Each and every provision of law and clause required to be inserted in this Contract shall be deemed to be inserted herein and this Contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted or is not inserted correctly, then upon application of either party the Contract shall forthwith be physically amended to make such insertion or correction.
- B. If a Construction Manager is an individual, he or she shall certify whether or not the Construction Manager is a retired member of the State Teachers Retirement System of the State of California.

COMPONENT PARTS OF THE CONTRACT: The Contract entered into by this Agreement consist of the following Contract Documents, all of which are component parts of the Contract as if herein set out in full or attached hereto:

- Signed Agreement
- W-9 Form
- Insurance Certificates and Endorsements

- Approved and fully executed change orders
- Megan's Law (Sex Offenders) I have verified and will continue to verify that the employees of the Construction Manager having contact with School students under this agreement are not listed on California's "Megan's Law" Website (<http://www.meganslaw.ca.gov/>).
- Anti Discrimination: It is the policy of the District that in connection with all work performed under Agreements, there be no discrimination against any prospective or active employee engaged in the work because of race, color, ancestry, national origin, religious creed, sex, age, or marital status. The Construction Manager agrees to comply with applicable federal and California laws, including, but not limited to, the California Fair Employment and Housing Act, beginning with Government Code section 12900 and Labor Code section 1735. Covid-19 Certification:
 - ☐ Construction Manager and/or Contracted Parties will not be present on a District site and will not have limited or no contact with District students during the term of this Agreement.
 - ☒ Construction Manager and/or Contracted Parties shall or may perform services on a District school site when District students are present during the term of this Agreement and, at no cost to District The Construction Manager and/or Contracted Parties shall comply with the current COVID-19 certification requirements and safety standards in accordance with the Centers for Disease Control and Prevention (CDC) and local/county/state guidelines. Construction Manager further agrees and acknowledges that the District may at its sole discretion modify the requirements of this COVID-19 certification to ensure the health and safety of students.
- Tuberculosis Certification: The Construction Manager and/or Contracted Parties shall at all times comply with the tuberculosis ("TB") certification requirements of California Education Code Section [49406](#). Accordingly, by checking the applicable boxes below, Construction Manager hereby represents and warrants to District the following:
 - ☒ Contracted Parties shall only have limited or no contact (as determined by District) with District students at all times during the Term of this Agreement.
 - ☐ The following Contracted Parties shall have more than limited contact (as determined by District) with District students during the Term of this Agreement and, at no cost to District, have received a TB test in full compliance with the requirements of California Education Code Section 49406:

Construction Manager shall maintain on file the certificates showing that the Contracted Parties were examined and found free from active TB. These forms shall be regularly maintained and updated by the Construction Manager and shall be available to the District upon request or audit. Construction Manager further agrees and acknowledges that all new personnel hired after the Effective Date of this Agreement are subject to the TB certification requirements and shall be prohibited from having any contact with District students until the TB certification requirements have been satisfied and District determines whether any such contact is permissible.

- Conflict of Interest Certification. By signing below the Construction Manager and/or Contracted Parties hereby represents and warrants to the District they have read and understand the District's Conflict of Interest Code (Board Bylaw 9270) and, to the best of Vendor's knowledge, there are no conflicts of interest that must be disclosed pursuant to the Conflict of Interest Code. Construction Manager shall maintain on file statements of economic interests in accordance with applicable disclosure requirements. These records shall be regularly maintained and updated by the Construction Manager and shall be available to the District upon request or audit.

FEDERAL FUNDING CLAUSE

Future projects which may be funded with Federal funds are subject to certain Federal requirements including the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards (2 CFR Part 200).

Additional Federal Requirements

Whereas, the work may be subject to applicable Federal, State, and local laws and regulations, including but not limited to Cost Principles and Audit Requirements for Federal Awards (2 CFR Part 200). Contractor, sub-contractors, Consultants, and sub-consultants agree to comply with, and are subject to, all applicable requirements as follows:

§ 5.5 Contract provisions and related matters. The following shall be inserted in full in any contract in excess of \$2,000 which is entered into for the actual construction, alteration and/or repair, including painting and decorating, of a public building or public work, or building or work financed in whole or in part from Federal funds or in accordance with guarantees of a Federal agency or financed from funds obtained by pledge of any contract of a Federal agency to make a loan, grant or annual contribution (except where a different meaning is expressly indicated), and which is subject to the labor standards provisions of any of the acts listed in § 5.1, the following clauses (or any modifications thereof to meet the particular needs of the agency, Provided, That such modifications are first approved by the Department of Labor):

(1) Minimum wages.

(i) All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in § 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (a)(1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(ii)

(A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii) (B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside, in a separate account, assets for the meeting of obligations under the plan or program.

(2) Withholding. The (write in name of Federal Agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay

laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, the (Agency) may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(3) Payrolls and basic records.

(i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)

(A) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the (write in name of appropriate federal agency) if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant, sponsor, or owner, as the case may be, for transmission to the (write in name of agency). The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the (write in name of appropriate federal agency) if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit them to the applicant, sponsor, or owner, as the case may be, for transmission to the (write in name of agency), the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own

records, without weekly submission to the sponsoring government agency (or the applicant, sponsor, or owner).

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under § 5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under § 5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the (write the name of the agency) or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(4) Apprentices and trainees —

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less

than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

(5) Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

(6) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the (write in the name of the Federal agency) may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any

lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

(7) Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

(8) Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

(9) Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

(10) Certification of eligibility.

(i) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

(b) Contract Work Hours and Safety Standards Act. The Agency Head shall cause or require the contracting officer to insert the following clauses set forth in paragraphs (b)(1), (2), (3), and (4) of this section in full in any contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by § 5.5(a) or § 4.6 of part 4 of this title. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$31 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The (write in the name of the Federal agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

(c) In addition to the clauses contained in paragraph (b), in any contract subject only to the Contract Work Hours and Safety Standards Act and not to any of the other statutes cited in § 5.1, the Agency Head shall cause or require the contracting officer to insert a clause requiring that the contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. Further, the Agency Head shall cause or require the contracting officer to insert in any such contract a clause providing that the records to be maintained under this paragraph shall be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the (write the name of agency) and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview employees during working hours on the job.

INSURANCE: Construction Manager shall maintain the following insurance during the life of this Agreement and shall provide the District with a current certificate of insurance evidencing its insurance coverage. Oro Grande School District and California Schools Risk Management are to be named as additional insured by endorsement to the General Liability policy, with respect to liability arising out of work or operations performed by or on behalf of the Construction Manager including materials, parts or equipment furnished in connection with such work or operations. The District assumes no liability for workers' compensation or for loss, damage or injury to persons or property in the performance of the services rendered by the Construction Manager under this Agreement. The insurance shall protect the Construction Manager from the claims set forth below that may arise out of or result from the Vendor's performance of services or failure to perform services under this Agreement:

- General Liability (Additional Insured)
 - Personal Injury: Property Damage:
 - \$1,000,000 minimum Each Occurrence \$2,000,000 Aggregate
- Automobile Liability
 - Bodily Injury: Property Damage:
 - \$1,000,000 minimum Each Person/Occurrence
- Workman's Compensation (Waiver of Subrogation Required)
 - \$1,000,000 minimum per accident for bodily injury or disease
- Professional Liability/Errors & Omissions Liability
 - \$1,000,000 minimum Each Occurrence \$2,000,000 Aggregate

- **Primary Coverage.** For any claims related to this Agreement, the Vendor's insurance coverage shall be primary insurance as it respects the District, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the District, its officers, officials, employees, or volunteers shall be excess of the Vendor's insurance and shall not contribute with it
- **Additional Insured.** When requested we required that both Oro Grande School District and California Schools Risk Management be named as "Additional Insured" in Certificate of Insurance.

Notice of Cancellation. Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the District.

INDEPENDENT CONTRACTOR: Nothing herein contained will be construed to imply a joint venture, partnership or principal-agent relationship between the District and Consultant. Consultant shall provide all services under this agreement as an independent contractor, and neither party shall have the authority to bind or make any commitment on behalf of the other.

If a Construction Manager is a regular employee of a public entity, all said services which Construction Manager renders under this agreement will be performed at times other than Vendor's regular assigned workday for said entity, or during periods of vacation or leave of absence from said entity.

CONTRACTOR PERMITS/LICENSES: Contractor shall secure and maintain valid permits and licenses for Contractor that are required by law for the execution of this contract.

ASSIGNMENT OF AGREEMENT: The Construction Manager shall not assign, transfer or subcontract any of its rights, burdens, duties or obligations under this Agreement without prior written permission of the DISTRICT. This includes a whole or partial purchase of the Construction Manager by another party.

CANCELLATION: The District reserves the right to cancel the agreement without cause and subject to a thirty-day written notice.

INDEMNIFICATION AND EXCULPATION :Construction Manager shall indemnify, hold DISTRICT and its Board members, agents, employees and officers harmless from and defend DISTRICT against all claims, demands, actions or liability for injury or damage, including attorney's fees and costs, to persons or property arising for any reason from the services to be performed by Construction Manager under this Agreement

HOLD HARMLESS AGREEMENT: Construction Manager shall indemnify and hold harmless DISTRICT, its officers, agents, and employees from every claim or demand made, and every liability, loss, damage, or expense, of any nature whatsoever, which may be incurred by reason of

- a. Liability for damages for (1) death or bodily injury to persons; (2) injury to, loss or theft of property; or (3) any other loss, damage or expense arising under either (1) or (2) above, sustained by Construction Manager or any person, firm or corporation employed by Construction Manager upon or in connection with the work and/or delivery of equipment and/or supplies called for in the Agreement, except for liability resulting from the sole negligence, or willful misconduct of DISTRICT, its officers, employees, agents or independent Contractors who are directly employed by DISTRICT.
- b. Any injury to or death of persons or damage to property caused by any act, neglect, default or omission of Vendor, or any person, firm, or corporation employed by Vendor, either directly or by independent contract, including all damages due to loss or theft, sustained by any person, firm or

corporation, including DISTRICT, arising out of, or in any way connected with the work and/or delivery of equipment and/or supplies covered by the Agreement, whether said injury or damage occurs either on or off DISTRICT property, if the liability arose from the negligence or willful misconduct of anyone employed by Vendor, either directly or by independent contract, and not by the active negligence of DISTRICT.

- c. Any dispute between the Construction Manager and its suppliers.
- d. Vendor, at Vendor's own expense, cost and risk shall defend any and all actions, suits, or other proceedings that may be brought or instituted against DISTRICT, its officers, agents or employees, or any such claim or liability, and shall pay or satisfy any judgment that may be rendered against DISTRICT, its officers, agents or employees in any action, suit or other proceedings as a result thereof.

WAIVER: No waiver of a breach of any provision of this Agreement by the DISTRICT shall constitute a waiver of any other breach of such provision. Failure of the DISTRICT to enforce at any time, or from time to time, any provisions of this Agreement shall not be construed as a waiver thereof. The remedies herein reserved shall be cumulative and additional to any other remedies in Law or equity.

ATTORNEY FEES: If either party hereto becomes involved in litigation arising out of this Agreement or the performance thereof, the court in such litigation, or in a separate suite, shall award reasonable costs and expenses, including attorney fees, to the party justly entitled thereto. In awarding attorney fees, the court will not be bound by any court fee schedule, but shall, if it is in the interest of justice to do so, award the full amount of costs, expenses, and attorney fees paid or incurred in good faith.

IN WITNESS WHEREOF, this Agreement has been duly executed by the above-named parties, on the day and year first above written.

Oro Grande School District

BY _____

William Flynn

TITLE: Assistant Superintendent of Business Services

DATE: _____

BY _____

Print Name

TITLE: _____

DATE: _____

LICENSE#: _____

CRIMINAL RECORDS CHECK CERTIFICATION

(Construction Manager Fingerprinting Requirements)

Construction Manager CERTIFICATION

_____ ("Construction Manager ") certifies that it has performed one of the following:

Pursuant to Education Code Section 45125.1, Construction Manager has conducted criminal background checks, through the California Department of Justice, of all employees providing services to the Oro Grande School District, pursuant to the contract/purchase order dated and that none have been convicted of serious or violent felonies, as specified in Penal Code Sections 1192.7(c) and 667.5(c), respectively. As further required by Education Code Section 45125.1, attached hereto as Attachment "**B**" is a list of the names of the employees of the undersigned who may come in contact with pupils.

Construction Manager 's Representative Signature

Date

DRUG-FREE WORKPLACE CERTIFICATION

This Drug-Free Workplace Certification form is required from the successful Respondent pursuant to the requirements mandated by Government Code section 8350 et seq., the Drug-Free Workplace Act of 1990. The Drug-Free Workplace Act of 1990 requires that every person or organization awarded a contract or grant for the procurement of any property or service from any state agency must certify that it will provide a drug-free workplace by doing certain specified acts. In addition, the Drug-Free Workplace Act of 1990 provides that each contract or grant awarded by a state agency may be subject to suspension of payments or termination of the contract or grant, and the Construction Manager or grantee may be subject to debarment from future contracting, if the contracting agency determines that specified acts have occurred.

Pursuant to Government Code section 8355, every person or organization awarded a contract or grant from a state agency shall certify that it will provide a drug-free workplace by doing all of the following:

- a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited in the person's or organization's workplace and specifying actions which will be taken against employees for violations of the prohibition;
- b) Establishing a drug-free awareness program to inform employees about all of the following:
 - 1) The dangers of drug abuse in the workplace;
 - 2) The person's or organization's policy of maintaining a drug-free workplace;
 - 3) The availability of drug counseling, rehabilitation and employee-assistance programs; and
 - 4) The penalties that may be imposed upon employees for drug abuse violations.
- c) Requiring that each employee engaged in the performance of the contract or grant be given a copy of the statement required by subdivision (a) and that, as a condition of employment on the contract or grant, the employee agrees to abide by the terms of the statement.

I, the undersigned, agree to fulfill the terms and requirements of Government Code section 8355 listed above and will publish a statement notifying employees concerning (a) the prohibition of controlled substance at the workplace, (b) establishing a drug-free awareness program, and (c) requiring that each employee engaged in the performance of the Contract be given a copy of the statement required by Section 8355(a) and requiring that the employee agree to abide by the terms of that statement.

I also understand that if DISTRICT determines that I have either (a) made a false certification herein, or (b) violated this certification by failing to carry out the requirements of Section 8355, that the Contract awarded herein is subject to termination, suspension of payments, or both. I further understand that, should I violate the terms of the Drug-Free Workplace Act of 1990, I may be subject to debarment in accordance with the requirements of Section 8350 et seq.

I acknowledge that I am aware of the provisions of Government Code section 8350 et seq. and hereby certify that I will adhere to the requirements of the Drug-Free Workplace Act of 1990.

In signing below, Construction Manager covenants that it has complied with the signature requirements described in Section 4 of the Instructions to Respondents.

_____ (Construction Manager)

Date: _____

By: _____

Title: _____

TOBACCO-FREE WORKPLACE CERTIFICATION

The undersigned hereby certifies to the District, subject to penalty for perjury pursuant to the laws of the State of California, that the following is true and correct:

- a. The undersigned is a duly-authorized representative of the Construction Manager and, in that capacity, has executed this certification on behalf of the Construction Manager .
- b. The Construction Manager shall ensure a tobacco-free workplace by providing the following provision, in writing, to each person providing any labor or services on or at the Project Site, including, without limitation, any delivery personnel: All properties and facilities operated by the Hesperia Unified School District, including, without limitation, the Project Site, are tobacco-free workplaces. It is strictly forbidden while in, on or at any District property or facility (whether owned or leased) to smoke, chew or otherwise use tobacco products. The Construction Manager shall require each person (including, without limitation, any employee of the Construction Manager or supplier) found in violation of these requirements to permanently leave the Project Site, and the Construction Manager shall not thereafter permit such person to be present in, on or at the Project Site.

_____ (Construction Manager)

Date: _____

By: _____

Title: _____

WORKERS' COMPENSATION CERTIFICATION

Labor Code section 3700 states as follows:

"Every employer except the state shall secure the payment of compensation in one or more of the following ways:

(a) By being insured against liability to pay compensation in one or more insurers duly authorized to write compensation insurance in this state.

(b) By securing from the Director of Industrial Relations a certificate of consent to self-insure either as an individual employer, or as one employer in a group of employers, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his or her employees.

(c) For any county, city, city and county, municipal corporation, public district, public agency, or any political subdivision of the state, including each member of a pooling arrangement under a joint exercise of powers agreement (but not the state itself), by securing from the Director of Industrial Relations a certificate of consent to self-insure against workers' compensation claims, which certificate may be given upon furnishing proof satisfactory to the director of ability to administer workers' compensation claims properly, and to pay workers' compensation claims that may become due to its employees. On or before March 31, 1979, a political subdivision of the state which, on December 31, 1978, was uninsured for its liability to pay compensation, shall file a properly completed and executed application for a certificate of consent to self-insure against workers' compensation claims. The certificate shall be issued and be subject to the provisions of Section 3702."

I am aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of the Code, and I will comply with such provisions before commencing the performance of the work of the Contract.

If Construction Manager is a corporation, this certification shall be executed by either the chairman of the board, president, or vice president, and if a different individual, also by the secretary, chief financial officer, or assistant treasurer. See Section 5 of Instructions to Respondents for additional information.

In signing below, Construction Manager covenants that it has complied with the signature requirements described in Section 5 of the Instructions to Respondents.

SIGNATURES FOLLOW ON NEXT PAGE

WORKERS' COMPENSATION CERTIFICATION

(Proper Name of Construction Manager)

By:

(Signature of Authorized Signor)

(Title of Signor)

By:

(Signature of Authorized Signor)

(Title of Signor)

(In accordance with Article 5 (commencing at Section 1860), Chapter 1, Part 7, Division 2 of the Labor Code, the above certificate must be signed and filed with the awarding body prior to performing any work under the Contract.)

SPECIFICATIONS

General Scope Requirements

The purpose of this RFQ is to retain firms to provide construction management services. Through this Request for Qualifications, District will assess the qualifications and ability of the firms submitting proposals to meet District's needs for the Project, as well as the cost for the services. The District intends to select a firm and award a contract to the firm which the District identifies as best meeting its needs. The selected Construction Management firm ("CM"), shall provide required construction management services for the Project. The CM shall provide these services with special emphasis on construction efficiency, cost control, schedule control, document control, contractor compliance, and management of information. The General Scope Requirements of various District projects may include the following:

General

1. The Construction Manager shall further the interests of the District by furnishing the management skills and judgment in cooperation with the services of the District, District's consultants, including, but not limited to, District's Architect(s), District's financial consultants, and other District representatives.
2. The Construction Manager shall furnish business administration, management services, reporting services, financial cost analysis and all such other technical services. Construction Manager's services shall be performed by the Construction Manager, Construction Manager's employees and/or Construction Manager's consultants. Persons performing such services shall all be properly licensed as required by applicable law.
3. The Construction Manager shall provide sufficient organization, personnel and management to carry out the requirements of this Agreement..
4. The Construction Manager shall perform in an expeditious and economical manner consistent with the interests of the District .
5. The Construction Manager shall at all times protect the interests of the District as set forth in the construction contracts between the Contractors and the District .
6. The Construction Manager shall provide regular verbal and written reports to the District's administrative staff and the Board of Education as requested, assisting in the preparation of Board agenda items as needed.
7. The Construction Manager will develop and maintain a project dashboard displaying all critical project(s) information for weekly distribution.
8. The Construction Manager, in cooperation with District 's other relevant service providers, shall develop and implement recovery schedules to recapture lost time and/or address other variances in a Project.
9. The Construction Manager shall actively participate in the District's safety program.
10. The Construction Manager shall collaborate with and/or coordinate all services for a Project which are separately retained by the District .
11. The Construction Manager shall provide documents and information and fully support any required financial and/or performance audits of a Project.
12. The Construction Manager shall ensure that its work products pursuant to this Agreement shall be provided in written form and include a hard copy or an electronic copy.

13. Any interest of the Construction Manager in studies, reports, memoranda, computation sheets or other documents prepared by the Construction Manager in connection with services to be performed under this Agreement shall become the property of, and will be transmitted to, the District .
14. In its performance of any work or services pursuant to this Agreement, the Construction Manager does not assume any responsibility for design errors, omissions or inconsistencies in the DSA approved Construction Drawings.

Preconstruction Services

The Construction Manager shall provide services that relate to the organization and development of projects prior to the start of construction including, but not limited to, the following:

1. Facilities Planning and Analysis: Provide a detailed analysis of existing facilities to comply with various metrics. Generate data and reports summarizing findings for facilities. Participate in planning efforts related to facilities, construction, maintenance and operations.
2. Design Meetings: Attend and present at meetings with staff, special consultants, project review committees, public meetings, Board of Education meetings and Architect to review scope, plans and specifications, front ends contract, logistics, project strategy, and phasing plan. Clearly communicate District needs with the Architect.
3. Constructability Review: Perform a constructability review of the submitted DSA Submittal Documents and provide a detailed report to the District and Architect. Coordinate with the Architect and district the correction or update to the items outlined in the constructability review report. Resolve all constructability items with the Architect and district.
4. Value Engineering: Provide a detailed analysis of all major project systems with an emphasis on possible value engineering items. Provide options and values for potential value engineering items.
5. Master Budgeting: Provide an estimate of construction costs broken down by CSI division based on the documents submitted to DSA. Provide projected soft costs for development of total project budgets.
6. Master Construction Schedule: Provide detailed construction CPM schedule to be a basis of the timeline required in the project documents including identification of the project critical path.
7. Bidding Strategies: Consult with District staff regarding bidding and strategies with an emphasis upon timing, development of alternates and allowances, and bid package scoping.
8. Prequalification of Contractors:
 - a. Construction Manager to assist with the prequalification of Contractors for the District's Prequalification Process that will serve to prequalify Contractors with the District as needed;
 - b. Construction Manager to perform all services necessary, as needed, to administer a project specific prequalification of Contractors to supplement the District annual prequalification process. This will be administered as a combination bid and prequalification advertisement utilizing the District's Board approved

- Prequalification Questionnaire and Evaluation. Include creation of the Advertisement, generation of interest, evaluation including reference checks, and a summary log of scores using the District's template;
9. Bid Document Preparation: Assist preparing all Front End Construction Documents and transmit the Bid Documents directly to bidders or selected third party services. Prepare Front End "Bid Packet" and Supplemental General Conditions including Prime Contractor "Scopes of Work".
 10. Bidding Procedures: Administer and expedite the construction contract bid and award process utilizing the District's document distribution process and procedures as set up directly to bidders or selected third party services.
 11. Generate Bidder Interest: Maintain contact with potential bidders on a regular basis throughout the bid period. Provide the District with a report broken down by bid package with all Contractors who have verbally committed to provide a bid a minimum of (1) week before the bid due date;
 12. Pre-Bid Job Walks and Conference(s): Coordinate, manage, and document pre-bid job walk and conference(s) as required;
 13. Coordination and Inquiries: Coordinate communications related to bidder inquiries and seek resolution for the appropriate party. Include the management of all pre-bid RFI's, substitution requests, and the creation of the pre-bid Addendum with distribution coordinated directly to bidders or selected third party services;
 14. Addenda Review: Review each addendum during the bid phase for the cost, or constructability impact, and make appropriate comments or recommendations. Coordinate with the Architect the creation and distribution of the Addenda.
 15. Bid Day:
 - a. Coordinate and manage the Bid Opening process. Provide staff to receive bids and open and read all bids to the public;
 - b. Open bids and evaluate bids for completeness, full responsiveness, and price, including alternate prices and unit prices;
 - c. Conduct post-bid conference(s) as required. Review all bid documents, verify all information, and provide a complete bid result summary with recommendations for award to the District. Verify required bid documentation such as, but not limited to, surety, insurance and DBVE certification. All Bidder and listed Subcontractor Contractor licenses and DIR Registrations are to be verified and included in the report summary;
 - d. All other services needed to ensure a proper bid evaluation and award process.
 - e. Construction Manager's services required by the District in connection with a bid protest at the District determination level are generally included in the Basic Services under this Agreement. However, if an alleged basis of the bid protest was within the Construction Manager's services, then the Construction Manager's time and services for assisting the District shall be at no charge to the District .
 - f. Construction Manager's services required by the District in connection with any bid protest at the Court determination level will be treated as an Additional Service, provided the Construction Manager's services did not cause or contribute to the bid protest. If the latter circumstance exists, the Construction Manager's time and services in connection therewith shall not be compensable.

16. Project Accounting and Management Systems: In concert with District staff, develop the project accounting and budget management systems;
17. Notice of Award: Prepare the Notice of Award document utilizing the District's form and issue to the Prime Contractor. Attend Board Meetings if requested by the District;
18. Agreement Documents: Administer the collection and verification of the Agreement with supporting documents and transmit to the District for execution. All documents are to be verified to be correct, packaged per District requirements in an organized manner, and transmitted to the District. District to issue the Notice to Proceed document to the Prime Contractors;
19. Outreach Meetings: Assist District in conducting pre-construction information meetings for each Project's school staff and community before construction starts at a school site.
20. Other: As otherwise stated in the Request for Qualifications and Proposal documents and this Agreement and Exhibits hereto.

Construction

Construction Manager shall provide services that relate to the organization, management, and supervision of the construction including, but not limited to, the following:

1. Construction Management: Manage and supervise the construction of the improvements including coordination with all District Consultants, Public Agencies, and Contractors.
2. Construction Schedule: Create a baseline construction schedule to be utilized in the bid process, perform monthly updates to the master schedule, and create and distribute a (3) week look ahead schedule to the Prime Contractors on a weekly basis.
3. OAC Meetings: Facilitate a weekly District and Architect Coordination meeting, maintain meeting minutes, and provide current RFI's, Submittals, Allowance Usage, Change Orders, and schedule.
4. Document Control: Provide document control and maintain consistent communication between all team members using district preferred software. Issue all Construction Documents to all Prime Contractors.
5. Reporting: Provide detailed daily and weekly reports. Reports to include manpower, photos, work completed and any construction issue that arise.
6. Digital Plan Room: Create and maintain digital plan rooms hyperlinking all construction documents for accurate as-builts using district preferred software. Incorporate construction projects into NMUSD district wide plan room.
7. Change Orders: Prepare, evaluate, provide opinion to the District on entitlement and amount of time and/or cost, and facilitate the execution of all Change Order Requests, Change Order Proposals, Change Orders, etc.
8. Logistics: Ensure site logistics are modeled to keep safety, order, and a good working environment.
9. Material Tracking: Maintain a material tracking log for all long lead time items with a lead time of more than (3) weeks.
10. SWPPP: Oversee and manage the SWPPP process and coordinate the District provided monitoring.
11. Record Set: Maintain a current set of electronic documents. The plans are to be hyperlinked and updated with all addendum, RFI's, and Architect plan modifications. The

set is to be current on a weekly basis, and access to the plans via district preferred software.

12. Furniture, Supplies, Etc.: Construction Manager shall provide a qualified senior person to oversee day-to-day construction progress. The Construction Manager shall provide furniture, supplies, office equipment and computer equipment, limited to those items listed in the Schedule of Allowable Reimbursable Expenditures, attached hereto as Exhibit B, necessary for Construction Manager's staff.
13. Administration of Construction Contracts: The Construction Manager, in cooperation with the Architect and the inspector for a particular project, shall provide administration of the contracts for construction. 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, the Architect and the inspector to complete a Project in accordance with the District's objectives for cost, time and quality.
14. Meetings: Construction Manager shall schedule and conduct pre-construction, construction and progress meetings to discuss such matters as procedures, progress, problems and scheduling. Construction Manager shall provide agenda and record detailed meeting minutes for distribution.
15. Non-Performance Recommendations: Construction Manager shall endeavor to achieve satisfactory performance from each of the Contractors. 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.
16. Sequencing: Construction Manager shall schedule and coordinate the sequence of construction in accordance with the contract documents and the latest approved Project construction schedule.
17. Contractor Work – Compliance/Non-Compliance: Construction Manager shall determine in general that the work of each Contractor is being performed in accordance with the requirements of the contract documents. The Construction Manager shall endeavor to guard the District against defects and deficiencies in the work. Construction Manager shall make recommendations to the Architect and the inspector regarding special inspection or testing of work, which it believes may not be in accordance with the provisions of the contract documents whether or not such work has been fabricated, installed or completed. In the event that the Construction Manager has reason to believe that portions of the work do not conform to the requirements of the contract documents, the Construction Manager shall inform the Architect and the inspector of the work. Construction Manager shall provide construction directives to the project team as required to keep the work on schedule and of acceptable quality.
18. No Control over Contractor Means and Methods: With respect to each Contractor's own work, the Construction Manager shall not have control over or charge of and shall not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the work of each of the Contractors, since these are solely the Contractor's responsibility under the construction contracts. The Construction Manager shall not be responsible for a Contractor's failure to carry out the work in accordance with the respective contract documents.
19. Schedules: Construction Manager shall manage and review the Contractors' construction

- schedules to verify that projects are making consistent and adequate progress.
20. Budgets: Construction Manager shall provide, manage and update the Project Budgets to reflect committed costs for the projects in relation to a Project's Budget. Construction Manager shall incorporate approved changes into a Project Budget as they occur.
 21. Direct Contract Work: Construction Manager shall generate RFQ/Q's, procure proposals, oversee work, and process invoices for direct contract work and professional services as it relates to the projects. Construction manager must also track all budgets and schedules for such work.
 22. Requests for Changes: Construction Manager shall review requests for changes, assist in validating and negotiating Contractors' proposals and shall submit recommendations to the Architect, the inspector and/or the District .
 23. RFI, Etc.: Construction Manager shall consult with and transmit to the Architect and the District if any Contractor requests interpretations of the meaning and intent of the drawings and specifications and assist in the resolution of questions which may arise.
 24. Shop Drawings, Etc.: Construction Manager, in collaboration with the Architect, shall establish and implement procedures for expediting the processing and approval of shop drawings, product data, samples and other submittals. Construction Manager shall receive from the Contractors, log and transmit to the Architect(s), all shop drawings, product data, samples and other submittals. Construction Manager shall coordinate such items with information contained in related documents and transmit to the Architect for review and approval.
 25. Required Records: Construction Manager shall maintain at its project office the following: 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, materials, equipment, applicable handbooks, maintenance and operating manuals and instructions, other related documents and revisions which arise out of the contracts or work. Construction Manager shall, if applicable, maintain records of principal building layout lines, elevations of the bottom of footings, floor levels and key site elevations as required by the contract documents and provided by contractors. Construction Manager shall make all records available to the District , the inspector and/or the Architect at the completion of the project, Construction Manager shall deliver all such records to the District .
 26. Progress and Final Payments: Construction Manager shall develop and implement procedures for the review and processing of applications by Contractors for progress and final payments. Based on the Construction Manager's observations and evaluations of each of the Contractor's applications for payment, the Construction Manager shall make recommendations to the Architect and District on the amounts due for each Contractor. Construction Manager's recommendation for payment shall constitute a representation to the District , based on data comprising the Contractor's application for payment and to the best of the Construction Manager's knowledge, information and belief, the Work has progressed to the point indicated and the quality of the work is in accordance with the contract documents. Construction Manager shall also evaluate, manage and recommend to the District any and all with holds required by law against monies due or which will become due to the Contractors as well as any offsets and/or backcharges the District is entitled to receive from such monies, and notify the District of such evaluations and

recommendations at the time Construction Manager makes a recommendation on a progress payment and/or final payment application.

27. Safety Programs: Construction Manager shall ensure that safety programs are developed by each of the Contractors as required by contract documents and coordinate the safety programs for the Projects in cooperation with the District .
28. District Purchased Items: Construction Manager shall arrange for delivery and storage, protection and security for District - purchased materials, systems and equipment which are a part of a project, until such items are incorporated into the project. 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.
29. Start-Up, Testing, Etc.: With the Architect and the District 's maintenance personnel, Construction Manager shall observe the Contractors' initial start-up, testing and commissioning of utilities, operational systems and equipment for readiness.
30. Substantial Completion: When the Construction Manager considers each Contractor's work or a designated portion thereof substantially complete as required by the construction contract, the Construction Manager shall, jointly with the Contractor and the Architect, prepare a list of incomplete or unsatisfactory items and a schedule for their completion. The Construction Manager shall assist the Architect and the inspector in conducting inspections. Construction Manager shall assist the Architect and the Inspector in determining when the project or a designated portion therefore is substantially complete as required by the construction contract.
31. Davis Bacon Requirements (as applicable): Construction Manager shall ensure Contractor is following all compliance requirements established by the Davis Bacon Act. Activities to include, but are not limited to, verifying individuals on site are listed on daily report and/or certified payroll records, interviewing individuals on site to ensure they are receiving the correct wage rate, ensuring workers on site are classified correctly, and ensuring that the correct prevailing wage rates are posted on site.
32. Other: As otherwise stated in the Request for Qualifications and Proposal documents, including but not limited to the Professional Services Agreement and the Exhibits thereto, all of which are a part hereof

Construction Project Close Out

Construction Manager shall provide services to ensure that all closeout items identified in the Contract Documents for a project are completed by the Prime Contractors. Manage the completion of each Prime Contract and ensure that all DSA forms are submitted for Prime Contractors and District Consultants including, but not limited to, the following:

1. Prime Contractor Closeout: Close out and recommend to the District a Notice of Completion be filed for each Prime Contractor.
2. O&M Manuals: Manage the collection and assembly of all Maintenance and Operation Manuals including manufacturer equipment and material warranties. Manuals should be hyperlinked to submittals and the As-Built documents.
3. Training: Facilitate the completion of all required training.
4. Attic Stock: Manage the turnover of all attic stock items.
5. As-Built Documents: Provide accurate As-Built documents in digital and paper copy to the

- District. Digital documents should be hyperlinked to the overall district plan room.
6. State/Local Closeout: Actively manage and oversee the filing and record keeping of all related State/Local required documents for project closeout.
 7. Punch List: Facilitate, document, and manage the Prime Contractor punch list of items identified to not be in conformance with the minimum requirements of the Contract Documents/construction contract.
 8. Submittals: Turn over all submittal copies with a log organized by CSI specification numbers.
 9. Final Inspection: Following the Architect's issuance of a notice or certificate of "substantial completion" or similar documentation of the Project or designated portion thereof, as defined in the construction contract, the Construction Manager shall evaluate the completion of the work of the Contractors and make recommendations to the Architect and the inspector when work is ready for final inspection. The Construction Manager shall assist the Architect and the inspector in conducting final inspections. Host and record training sessions for maintenance and operations personnel. Procure all warranty information and prepare warranty and O&M package for turnover to maintenance.
 10. Final Documentation: The Construction Manager shall secure from the Contractors and submit to the District required guarantees, affidavits, releases, bonds and waivers required by the construction contract. The Construction Manager shall receive from the Contractors and deliver to the District, all keys, manuals, record drawings and maintenance stocks plus all other paper and digital media work product required by the construction contract to the District. At completion of each project, Construction Manager shall receive from the Contractor and deliver to the District, data as required by the construction contract to populate the District's maintenance manuals for all newly installed or furnished equipment, building systems and other facility statistics. Such data shall include, but not be limited to, manufacturer's information, manufacturer's preventive maintenance specifications, and warranty information.
 11. Other: As otherwise stated in the Request for Qualifications and Proposal documents, including but not limited to the Professional Services Agreement and the Exhibits thereto, all of which are a part hereof.

EVALUATIONS

1. Evaluation Team, Procedures, and Selection

- 1.1. An evaluation team will be assembled by the Oro Grande School District. A team may be made up of District staff members affected by or who have specific knowledge of this type of procurement.
- 1.2. Upon receipt of the SOQs, copies will be distributed to the evaluation team members, together with scoring sheets, which include the evaluation criteria, and the points assigned to each category.
- 1.3. Each Team member will review the submittals. All SOQs shall be evaluated and ranked for determining the competitive range and to select a Construction Manager determined to be the most advantageous to the District.
- 1.4. SOQs that do not comply with the instructions contained in these RFQ documents and do not include the required information shall be rejected as non-responsive and shall not be considered for the competitive range. District reserves the right to waive technical defects, discrepancies, and minor irregularities in an RFQ and/or SOQ. District reserves the right to award any alternatives set forth in the solicitation documents in its sole discretion. Submitted SOQs may be rejected if there is any alteration of the RFQ forms, additions not called for, conditional proposals, incomplete proposals, or irregularities of any kind. District reserves the right to reject any SOQ not in compliance with the solicitation documents or prescribed public contracting procedures and requirements. Written notice of rejection of all submitted SOQs shall be sent to all Proposers. **ALL UNSIGNED SOQs SHALL BE REJECTED.**
- 1.5. Submittal of a SOQ shall mean that the Respondent has accepted the District Contract Documents in their entirety without exception.
- 1.6. When the individual members of the evaluation team have completed their evaluations, the entire team will meet to discuss and review the SOQs. Once the discussions have been completed, members will have an opportunity to revise their scores independently. A final consensus meeting shall be held to confirm the most technically qualified and best value SOQ submitted for award. The District Contracting Officer, or designee, shall serve as Facilitator of the Evaluation Committee.
- 1.7. SOQs that have been determined not to be in the competitive range and cannot be reasonably made to be within the competitive range, will be notified in writing that they are no longer under consideration.
- 1.8. All aspects of the evaluations of the SOQs and any discussions and/or negotiations, including documentation, correspondence, and meetings, will be kept confidential during the evaluation process.

2. SOQ Evaluation Criteria and Scoring

- 2.1. Listed below is the point scale system by which SOQ from responsible Respondents will be evaluated and ranked for determining any competitive range and to make any selection of a SOQ for a potential award.

<u>EVALUATION CRITERIA</u>	<u>MAXIMUM POINTS</u>
Fee Structure	40
Qualifications & Experience	35
Staffing and Organization	25
Completeness of response, adherence to RFQ instructions	20
TOTAL POSSIBLE POINTS	120

- 2.2. The balance of the evaluation criteria will be scored on the evaluator's assessment in the areas described in the Table above, based on the following system:

Exceptional: Fully compliant with the solicitation requirements and with desirable strengths or betterments; no errors, omissions, discrepancies, weakness, or potential risks. Proposals judged to fall within these parameters will receive 90 to 100% of the points available for the category.

Good to Superior: Compliant with requirements of the solicitation; some minor errors, omissions, discrepancies, weakness, or risks. Proposals in this range will receive 80 to 89% of the points available for the category.

Adequate: Minimally compliant with solicitation requirements; with errors, omissions, discrepancies, weakness, or risks; which may be possible to correct and make acceptable. Proposals in this range will receive 70 to 79% of the points available for the category.

Poor to Deficient: Non-compliant with solicitation requirements; contains errors, omissions, discrepancies, weaknesses, or risks which would be difficult to correct or make acceptable. Proposals in this range will receive 60 to 69% of the points available for the category.

Unacceptable: Totally deficient and non-compliant with requirements; contains major non-correctable errors, omissions, discrepancies, weaknesses, or risks. Proposals in this range will receive 0 to 59% of the points available for the category.