



Rowland Unified School District
1830 Nogales Street
Rowland Heights, CA 91748

REQUEST FOR PROPOSALS RFP/RFQ No. 2018-19 (R4)
CONSTRUCTION MANAGEMENT SERVICES
October 18, 2018

The Rowland Unified School District is requesting qualified persons, firms, partnerships, corporations, associations, or professional organizations to provide comprehensive construction management services for the Oswalt New Campus Project (“Project”).

Respondents to this Request for Proposals (“RFP/RFQ”) should mail or deliver five (5) bound copies, one (1) unbound copy and one (1) electronic copy on USB drive of their submittals, as further described herein, to:

Director of Purchasing
Purchasing Department
Rowland Unified School District
1830 Nogales Street
Rowland Heights, CA 91748

All responses are due by 2:00 p.m., on October 18, 2018. FAX OR EMAIL RESPONSES WILL NOT BE ACCEPTED. If you have questions regarding this RFP/RFQ, questions must be submitted in writing at or before October 11, 2018 at 2:00 p.m. and responses will be distributed by 2:00 p.m. on October 15, 2018.

All questions regarding this RFP/RFQ must be submitted via email to:

Marcos Rodriguez, Construction Coordinator at marcosr@rowlandschools.org and

Rosana McLeod, Director of Purchasing at rmcleod@rowlandschools.org

Emails must be titled: **RFP/RFQ No. 2018-19 (R4) RFI [company name]**

REQUEST FOR PROPOSALS/QUALIFICATIONS

BACKGROUND

Rowland Unified School District ("District"), located in Los Angeles County, is comprised of 14 elementary schools, 2 middle schools and 2 high schools in addition to 1 continuation high school, 1 Adult Ed school, 1 community day school and 2 charter schools. The Rowland Unified School District ("District") is seeking Requests for Proposals/Qualifications ("RFP/RFQ") from experienced entities to provide comprehensive construction management services for the Oswalt New Campus Project ("Project"). A full description of the Project and Project budget is attached as Exhibit A.

This RFP/RFQ defines the construction management services sought from qualified construction management professionals and also generally outlines the Project requirements. Briefly stated, the District is seeking experienced and proven design, engineering, or licensed construction professionals to provide construction management services for the Project that will enhance the operational objectives of the District.

LIMITATIONS

The District reserves the right to select and contract with any entity responding to this RFP/RFQ. The District makes no representation that participation in the RFP/RFQ process will lead to an award of contract or any consideration whatsoever. The District shall in no event be responsible for the cost of preparing any proposal in response to this RFP/RFQ. The awarding of the construction management contract(s), if at all, is at the sole discretion of the District.

RESTRICTIONS ON LOBBYING, POLITICAL CONTRIBUTIONS/CONFLICTS OF INTEREST

From the period beginning on the date of the issuance of this RFP/RFQ and ending on the date of the award of the contract(s), no person, or entity submitting in response to this RFP/RFQ, nor any officer, employee, representative, agent, or consultant representing such a person or entity shall contact through any means or engage in any discussion regarding this RFP/RFQ, the evaluation or selection process, or the award of the contract(s) with any member of the District, Board of Education ("Board"), selection members, or any member of a District appointed committee. Any such contact shall be grounds for the disqualification of the proposer.

INSTRUCTIONS FOR SUBMITTING PROPOSALS

1. GENERAL

The District intends to select one firm that best meet the District's needs to perform the construction management services as described in this RFP/RFQ. The criteria on which the District makes its determination will not be limited to the amount of proposed fees but will also be based on ability and experience as described herein. Each firm submitting a proposal must also submit with their Proposal the Statement of Qualifications attached as Exhibit "G", a budget for each phase listed in section 2, break out the cost for each phase, as well as an overall cost.

The Construction Manager selected as a result of this process shall be responsible for Construction Management Services the following general categories of work for the Project:

Basic Services, Preconstruction, Pre-Bid, Bidding, Construction, Project Completion, Final Documents, & Warranty.

The phasing and scoping of each portion of the Project will be determined in the planning process.

2. RESPONSIBILITIES OF CONSTRUCTION MANAGER – generally described herein but specifically stated in the attached agreement for "Construction Management Services" (Project Management) and Exhibits A-E.

2.1 CONSTRUCTION MANAGEMENT DUTIES

2.1.1 Design Phase – DSA approval has not been received for the project; this site will require interim housing and/or other design coordination requirements to be provided by the Construction Manager

Work with the architects to conform and refine designs to correlate designs to the budget. Review and reconcile cost estimates from the assigned Architect. Assist with verification of site conditions. Advice regarding owner-supplied equipment and other potential cost-saving measures.

Construction Manager will report to the District on the status of design and State approval versus the schedule for each portion of the Project and attend meetings to coordinate design efforts and assist in identifying and obtaining all necessary approvals.

2.1.2 Pre-Construction And Bidding Phase

Develop master schedules and construction schedules for each portion of Project. Develop Final Budgets for each portion of the Project based on current bid climate and the Project's preliminary budgets.

Conduct pre-bid conferences. Schedule and conduct preconstruction meetings. Assist with prequalification and evaluating responses. Conduct bidding and report to District on results. Assist and advice regarding bid protests. Coordinate contracting with accepted lowest responsible bidders, including evaluating bonds and insurance.

2.1.3 Construction Phase

Administer and coordinate the work of the contractors on a daily basis. Enforce performance, scheduling and notice requirements. Monitor schedule and cost information for each prime contractor on each portion of Project. Document the progress and costs of each portion of Project. Report and advice proactively on potential schedule and budget variances and impacts. Recommend potential solutions to schedule and cost problems.

Work cooperatively with District, architects, construction coordinator, and contractors to ensure that Project is delivered on time and within budget. Attend weekly job site meetings and prepare and circulate minutes. Evaluate and process payment applications and verify progress. Evaluate and process change order requests.

Evaluate and track requests for information (“RFI’s”) and responses. Advise District as to status and criticality of RFI’s. Work with District team to develop lists of incomplete or unsatisfactory work (“Punchlists”).

Coordinate submittal of and confirm transmission of necessary reports to state authorities, including Division of the State Architect (“DSA”) verified reports. Ensure that all other Project participants submit necessary closeout documentation.

2.1.4 Post-Construction Phase

Ensure completion of Punchlist work. Coordinate contractor closeout requirements, including guarantees, keys, manuals, as-built drawings, record drawings, daily logs, and verified reports. Set up programs to obtain and monitor warranty work. Advise District staff on systems operations and training to be provided by contractor. Advise on closeout of Project including all costs and finalization of all change orders.

3. REQUIRED INFORMATION IN PROPOSAL

All materials submitted to the District in response to this RFP shall remain property of the District.

3.1 PROPOSED PROJECT TEAM

The selected firm shall employ at its expense professionals properly licensed and skilled in the execution of the functions required for the planning and project/construction management of the projects. All services are to be performed under the direction and control of an architect, registered engineer, and/or contractor, each of whom is required to be licensed by the State of California.

Identify the key personnel you would assign to the District’s Project, including their roles. Describe for each his or her experience with school construction projects, including identifying those projects for the past five (5) years. List license numbers and dates.

3.2 COST AND FEE SUMMARY

Provide a preliminary cost and fee summary (“Fee”) for the Project described in this RFP/RFQ based on a design-bid-build model. If your firm plans to propose charging for general conditions, describe the types of costs to be covered and a proposed cost structure to the District.

This fee proposal shall include all charges and costs proposed to be charged to the District, including rates for extra work. The fee proposal shall remain confidential except to the extent that a successful firm’s proposal may be incorporated into an agreement with the District.

4. DISTRICT’S EVALUATION PROCESS

4.1 INTERVIEWS

The firms may be required to submit in advance of an interview a more detailed fee proposal. This fee proposal shall include all charges and costs proposed to be charged to the District, including rates for extra work. The fee proposals shall remain confidential except to the extent that a successful firm’s proposal may be incorporated into an agreement with the District.

The firms selected to pursue the Work with the District will be invited to meet with the District’s selection committee. The key proposed Project staff will be expected to attend the interview. The interview will start with an opportunity for the firm to present its proposal and its Project team. The interview will be an opportunity for the District selection committee to review the proposal, the firm’s history, and other matters the committee deems relevant to selecting the firm. The committee may inquire as to the firm’s suggested approaches to the Project and the issues identified in this RFP.

Included is a District contract for review. Any comments or objections to that form of contract shall be provided in writing before the interview, and may be the subject of inquiry at the interview. Only comments or objections to the form of contract provided in writing before the interview will be considered by the District. No comments or objections to the contract will be considered that do not meet the requirements set forth above.

The District may perform investigations of proposing firms that extends beyond contacting the school districts identified in the proposals. Following the interviews, the selection committee will make recommendations to District staff and the Board regarding the candidates and awarding the contract. The criteria for these recommendations will include those identified above, as well as cost considerations based on the fee proposals.

4.2 FINAL DETERMINATION AND AWARD

The District reserves the right to contract with any entity responding to this RFP/RFQ as described above in Section 1 for all or portions of the above-described Project, to reject any proposal as non-responsive, and not to contract with any firm for the services described herein. The District makes no representation that participation in the RFP/RFQ process will lead to an award of contract or any consideration whatsoever. The District reserves the right to seek proposals from or to contract with any firm not participating in this process. The District shall in no event be responsible for the cost of preparing any proposal in response to this RFP/RFQ.

The awarding of a contract is at the sole discretion of the District. The District expects to award contract(s) for the services identified in this RFP/RFQ on **November 8, 2018**.

SUBMISSION GUIDELINES

Respondents to this RFP/RFQ should mail or deliver five (5) copies, one (1) unbound original and one (1) electronic copy on USB Drive (7) total of their proposals to:

**Director of Purchasing
Purchasing Department
Rowland Unified School District
1830 Nogales Street
Rowland Heights, CA 91748**

All responses are due by 2:00 p.m., on October 18, 2018. FAX OR EMAIL RESPONSES WILL NOT BE ACCEPTED.

Each submittal must conform and be responsive to the requirements set forth in this RFP/RFQ.

The District reserves the right to waive any informalities or irregularities in received submittals. Further, the District reserves the right to reject any and all submittals and to negotiate contract terms with one or more respondent firms for one or more portions of the Project.

The District hereby notifies all respondents that it will affirmatively ensure that, in any contract entered into pursuant to this RFP/RFQ, minority business enterprises will be afforded full opportunity to submit its response to this RFP/RFQ and no respondent will be discriminated against on the grounds of race, color, sex, age, ancestry, religion, marital status, national origin, medical condition or physical disability, or sexual orientation on consideration for the award.

The District reserves the right to change the dates on the schedule without prior notice.

RFP RESPONSE SCHEDULE SUMMARY:

September 19, 2018	RFP/RFQ No. 2018-19(R4) issued	
October 11, 2018	Deadline for submission of written questions to District concerning RFP/RFQ No. 2018-19(R4)	2:00 p.m.
October 15, 2018	Responses to RFBI's emailed to all respondents	2:00 p.m.
October 18, 2018	Deadline for all submissions in response to RFP/RFQ No. 2018-19(R4), including Statement of Qualifications	2:00 p.m.
October 23, 2018	Interviews (District option)	
October 26, 2018	Notification to selected Firm(s)	
November 8, 2018	Board Action	

**EXHIBITS INCLUDED WITH THIS RFP/RFQ
AND DOCUMENTS TO BE SUBMITTED WITH PROPOSALS**

EXHIBIT "A" – PROJECT DESCRIPTION AND PROJECT BUDGET

EXHIBIT "B" – RESPONSIBILITIES AND SERVICES OF CONSTRUCTION MANAGER

EXHIBIT "C" - CRITERIA BILLING FOR SERVICES

EXHIBIT "D - SCHEDULE OF WORK

EXHIBIT "E" - FEE SCHEDULE

EXHIBIT "F" - FINGERPRINTING/CRIMINAL BACKGROUND

EXHIBIT "G" – CONSTRUCTION MANAGEMENT SERVICES STATEMENT OF QUALIFICATIONS

THANK YOU FOR YOUR INTEREST IN THIS PROJECT!

EXHIBIT "A"

PROJECT DESCRIPTION AND PROJECT BUDGET

The Oswalt New Campus Project scope of work shall consist of the following:

SITE DEMOLITION

- Demolition / removal of existing modular CR Buildings / Admin. / Kindergarten / Lunch Shelter, Relocatable Buildings and parking lot 'C' as noted on sheet A0.1,
- Re-grading / reconfiguration of existing site, under-ground utilities and re-design of existing parking lot areas, refer to attached site plan,
- Existing utilities for remaining buildings shall remain operational during the construction of the proposed buildings,
- Existing CMU CR Building and adjacent concrete paving at rear of site shall remain,
- Existing CMU Electrical / Transformer enclosure adjacent to FIRE ACCESS drive aisle shall remain,
- Existing Toilet Room building on the west side of grass playground area along Janice Lane shall remain,
- Existing 'OPTIONS' Building on the west side of grass playground area along Janice Lane shall remain,
- Existing digital marquee sign ALONG Shadow Oak shall remain,
- Portions of the existing perimeter chain link fencing shall be removed and replaced,

PROPOSED CONSTRUCTION

- Construct Buildings 1 – 5 (Admin., MPR, Kindergarten, CR's 4 & 5), as noted on attached site plan, sheet '6',
- Re-design parking lot, add light posts, directional / stop parking signs, create Pick-Up / Drop off loading zone areas,
- All buildings shall be fire sprinklered, refer to plans for Fire Riser room locations,
- All exterior doors shall be metal doors / frames with side lights as noted,
- All windows shall be dual glazed Low 'E' Clear Anodized Aluminum windows,
- The Multi-Purpose & CR Buildings 4 & 5 are two (2) story buildings with stairs and elevators,
- Building structural elements shall be moment frame with metal stud framing, all exterior walls are insulated, all interior walls shall be sound insulated, all interior walls shall be 5/8" Gypsum board,
- Entry and court yard paving shall be colored concrete paving,
- Drought tolerant landscaping,
- Playground stripping, (3) CMU ball walls, etc.,
- Roofing shall be Class 'A' Built-up roofing,
- Roof drainage shall be connected to storm drain system,
- Building design shall incorporate metal painted panels, metal siding, exterior cement plaster on exterior building elements,
- Exterior lighting, wall packs, etc.
- Decorative metal fencing / gates,

Type of Construction = II B Fully Sprinklered,

Total new building foot print = 57,922 s.f. ,

Total new building foot print + second floor = 85,456 s.f.

Construction Budget: \$38 Million Dollars

PROJECT SCHEDULE

See Exhibit D for Construction Manager Basic Services sequencing – The selected Construction Manager will work with the District to author and maintain the Project Schedule

EXHIBIT "B"

RESPONSIBILITIES AND SERVICES OF CONSTRUCTION MANAGER

Construction Manager shall provide professional services necessary for completing the following:

1. BASIC SERVICES

- 1.1. Provide work which shall comply with professional standards and applicable requirements of federal, state, and local law.
- 1.2. Advise the District as to the regulatory agencies that have jurisdiction over the project(s), and as to coordination with and implementation of the requirements of the regulatory agencies, including without limitation the Division of the State Architect.
- 1.3. Contract for or employ, at Construction Manager's expense, sub-consultant(s) to the extent deemed necessary for Construction Manager's Services. Nothing in the foregoing shall create any contractual relationship between the District and any sub-consultant(s) employed by the Construction Manager under terms of this Agreement.
- 1.4. Cooperate with other professionals employed by the District for the design, coordination or management of other work related to the Project.
- 1.5. Chair, conduct and take minutes of periodic meetings between the District and its design professional(s) of the Site Committee meetings and of construction meetings during the course of the Project. Construction Manager shall invite the District and/or its representative to participate in these meetings. Construction Manager shall keep meeting minutes to document comments generated in these meetings, but shall not be responsible for analyzing design issues raised in said meetings.
- 1.6. Be responsible for the professional quality and technical accuracy of all cost estimates, constructability reviews, studies, reports, projections, opinions of the probable cost of construction, and other services furnished by Construction Manager under this Agreement as well as coordination with all Master Plans, studies, reports and other information provided by District to Construction Manager. Construction Manager shall, without additional compensation, correct or revise any errors or omissions in materials it generates.
- 1.7. Maintain a log of all meetings, site visits or discussions held in conjunction with the work of this Project, with documentation of major discussion points, observations, decisions, questions or comments. These shall be furnished to the District and/or its representative for inclusion in the overall Project documentation.
- 1.8. At the request of the District, develop a Management Information System ("MIS") to assist in establishing communications between the District, Construction Manager, design professional(s), construction contractor(s) and other parties on the Project. In developing the MIS, the Construction Manager shall interview the District's key personnel and others in order to determine the type of information to be managed and reported, the reporting

format, the desired frequency for distribution of the various reports, the degree of accessibility by potential users, and the security protocol for the system.

- 1.9. Coordinate transmittal of documents to regulatory agencies for review and shall advise the District of potential problems in completion of such reviews.
- 1.10. Prepare a bidders list for each bid package for approval by the District.
- 1.11. Assist the District in pre-qualifying bidders if prequalification is permitted by the District. This service shall include the following:
 - 1.11.1. Preparation and distribution of prequalification questionnaires;
 - 1.11.2. Receiving and analyzing completed questionnaires;
 - 1.11.3. Interviewing possible bidders, bonding agents and financial institutions; and
 - 1.11.4. Preparing recommendations for the District.
- 1.12. Conduct a telephonic and correspondence campaign to attempt to increase interest among qualified bidders.
- 1.13. Assist the District in preparing and placing notices and advertisements to solicit bids for the Project.
- 1.14. Coordinate the delivery of Bid Documents to the bidders. The District shall obtain the District-approved Contract Documents from the design professional(s) and the Construction Manager shall arrange for printing, binding, wrapping, and delivery to the bidders. The Construction Manager shall not be responsible for the cost of printing Bid Documents. The Construction Manager shall maintain a list of bidders receiving Contract Documents.
- 1.15. Prepare an estimate of costs for all addenda and shall submit the estimate to the District for approval. The Construction Cost Estimate and other Project costs shall be adjusted as indicated in the Agreement.
- 1.16. Provide and maintain a management team on the Project site(s).
- 1.17. Provide documentation, pictures, and other information and assistance to the District for the District's use on a website for public access to show Project status.
- 1.18. Cooperate and coordinate with the persons responsible for operation of the District's labor compliance program, if applicable.
- 1.19. Comply with any storm water management program that is approved by the District and applicable to the Project, at no additional cost to the District.

- 1.20. Ensure that all Project contractor(s), Project sub-contractor(s) and Construction Manager's sub-consultant(s) comply with any District-approved storm water management program that is applicable to the Project, at no additional cost to the District.
- 1.21. Provide direction and planning to ensure Project adherence to applicable environmental requirements such as those emanating from the Environmental Protection Agency (EPA), Cal/EPA, the California Environmental Quality Act ("CEQA"), Air Quality Management District and State of California and Regional Water Quality Control Board laws, regulations and rules. The Construction Manager shall comply with, and ensure that all contractors and their subcontractors and Design Professionals and their sub-consultants comply with, any storm water pollution prevention plans, other storm water management program and other environmental impact mitigation requirements that are approved by the District and applicable to the Project, at no additional cost to the District.
- 1.22. Construction Manager is NOT responsible for:
 - 1.22.1. Ground contamination or hazardous material analysis.
 - 1.22.2. Any asbestos testing, design or abatement; however, it shall coordinate and integrate its work with any such information provided by District.
 - 1.22.3. Compliance with the California Environmental Quality Act ("CEQA"), except that Construction Manager agrees to coordinate its work with that of any CEQA consultants retained by the District, and to provide current information for use in CEQA compliance documents.
 - 1.22.4. Historical significance report.
 - 1.22.5. Soils investigation.
 - 1.22.6. Geotechnical hazard report.
 - 1.22.7. Topographic survey, including utility locating services.
 - 1.22.8. Other items specifically designated as the District's responsibilities under this Agreement.
 - 1.22.9. As-built documentation from previous construction projects.

2. GENERAL PROGRAM SERVICES

- 2.1. **General:** Monitor and advise the District as to all material developments in the Project. Construction Manager shall develop and implement with the District approval reporting methods for schedules, cost and budget status, and projections for each project in the District's construction program ("Program"). The Construction Manager shall be the focal point of all communication to and from construction contractor(s) and shall be copied on all communications between the District and its design professional(s).

- 2.2. **Scheduling:** Prepare methods to track and report on schedule status for each project and for the overall Program. The Construction Manager shall develop master schedules and milestone schedules for each project, and shall report on same each month to the District.
- 2.3. **Cost Controls:** Prepare and implement methods to budget and track all expenditures on each Project. The Construction Manager shall generate monthly reports to the District reflecting this information.
- 2.4. **Communications to Board:** The Construction Manager may be required to attend each monthly meeting of the District's Board of Education, and to provide updates at each meeting.

3. PRECONSTRUCTION PHASE

- 3.1. Provide overall coordination of the Project; serve as the focal point of communication, transmitting information to the District and Project team on general aspects of the Project, including planning, scheduling, cost management, progress reporting, design review, dispute resolution, and documentation. Communications from the construction contractor(s) to the District and Project design team shall be through the Construction Manager. The Construction Manager shall receive simultaneous copies of all written communications from the District or the Project design team to the construction contractor(s).
- 3.2. Develop and implement District-approved implementation procedures, forms, and reporting requirements for the Project that involve all members of the Project teams, including the District, design professional(s), and construction contractor(s).
- 3.3. Provide value engineering. The Construction Manager will review a value engineering report and will document the results of the evaluation and make recommendations to the District with respect to alternatives, deletions, or amendments of such proposed items that pertain to the anticipated construction costs, useful life, maintenance and operational costs and efficiencies. The Construction Manager shall provide to the District value engineering recommendations and cost/benefit analysis of those recommendations.
- 3.4. The Construction Manager shall review the Design Documents for clarity, consistency, constructability and coordination. The Construction Manager shall also make recommendations to the District with respect to constructability, construction cost, sequence of construction, construction duration and separation of the contracts for various portions of the Project into categories of the work and separate bid trade packages. However, the Construction Manager is not responsible for providing, nor does the Construction Manager control, the Project design or the contents of the Design Documents. The Construction Manager's actions in reviewing the Project design and the Design Documents and in making recommendations as provided herein are advisory only to the District. The design professional(s) are not third party beneficiaries of the Construction Manager's work described in this paragraph and the design professional(s) remains solely responsible for the contents of design drawings and the Design Documents.

- 3.5. Develop master bid/award schedule(s) including construction milestones for the Project through the completion of construction, as directed by the District, in coordination with design professional(s) and advise and consult with the District. Construction Manager shall review and approve construction contractor(s)' schedules, but shall not dictate any construction contractor(s)' means and/or methods of performance.
- 3.6. Establish schedules for the soils consultant, for any hazardous materials testing and other consultants, and review costs, estimates, and invoices of each.
- 3.7. Develop and implement a management control system to support such functions as planning, organizing, scheduling, budgeting, reporting progress and identifying and documenting problems and solutions for the Project. The system will allow for monthly progress reports to the District regarding the schedule for the Project.
- 3.8. Organize an initial planning workshop to create baseline parameters for the Project, to define overall building requirements, Project strategy, conceptual budget and schedule. Pursuant to understandings reached at these meetings, the Construction Manager will develop an implementation plan that identifies the various phases of the Project, coordination among phases, and budget and time constraints for each phase of the Project. The plan will include a detailed strategy, master budget and master schedule as well as identification of critical events and milestone activities.
- 3.9. Attend all planning, programming and master site planning meetings relating to the Project.
- 3.10. Provide updated cost estimates for the Project at the Schematic Design, Design Development, and Construction Documents Phase as directed by District; coordinate with design professional(s) and reconcile cost estimates with design professional(s)' estimates.
- 3.11. Advise District regarding "green building" technology and lifecycle costing, when applicable.

4. PRE-BID PHASE

- 4.1. Develop a master schedule and a construction milestone schedule for the Project.
- 4.2. Construction Manager shall in consultation with the District and according to District-approved policies, procedures, and standards, implement procedures, forms, and reporting requirements for the Project. Establish, accordingly, a communications procedure for the Project that allows for decision making at appropriate levels of responsibility and accountability.
- 4.3. Work with the design professional(s) to modify or add to standard, special, or general conditions for Contract Documents that might be needed for unique Project or bid package conditions, for the District's approval.

- 4.4. Work with the design professional(s) to separate the Construction Phase for the Project into bid packages.

5. BIDDING PHASE

- 5.1. Conduct pre-bid conferences to familiarize bidders with the bidding documents, and any special systems, materials or methods and with Project procedures. Field questions from bidders, referring questions to design professional(s) and District as required. Coordinate with design professional(s) to respond to bidder questions by addenda.
- 5.2. Prepare bid analyses and advise the District on compliance of bidders with District requirements and bid requirements. Report and recommend to the District after review and evaluation. Make recommendations to the District for prequalification of bidders and award of contracts or rejection of bids.
- 5.3. Conduct pre-award conferences with successful bidders.
- 5.4. Schedule and conduct preconstruction meetings. Maintain, prepare, and distribute minutes.

6. CONSTRUCTION PHASE

- 6.1. Administer the construction contract(s).
- 6.2. Monitor the construction contractor(s) to verify that tools, equipment, and labor are furnished and work performed and completed within the time as required or indicated by the plans and specifications, under the direction and to the satisfaction of the District. The Construction Manager expressly agrees to verify that the specifications are met, observed, performed, and followed in accordance with the professional standards of care for construction management. The Construction Manager shall not, however, be responsible for directing construction contractor(s) means and methods.
- 6.3. Coordinate work of the construction contractor(s) and effectively manage the project to achieve the District's objectives in relation to cost, time and quality. Construction Manager shall not, however, be responsible for directing construction contractor(s) means and methods.
- 6.4. Conduct construction meetings for the Project to discuss and resolve such matters as progress, quality and scheduling. Said meetings shall be weekly unless Project conditions do not require that frequency. Prepare and promptly distribute minutes. When required by field or other conditions, construction progress, or the quality of workmanship, conduct special construction meetings; record, prepare, and distribute minutes of these meetings to the District, the affected construction contractor(s), and design professional(s).
- 6.5. Ensure that construction contractor(s) provide construction schedules as required by their construction contracts, including activity sequences and durations, submittal schedule, or procurement schedule for products that require long lead time. The

Construction Manager shall review construction contractor(s)' construction schedules for conformity with the requirements of the construction contract(s) and conformity with the overall schedule for the Project. Where construction contractor(s)' construction schedules do not so conform, the Construction Manager will take appropriate measures to secure compliance, subject to District approval.

- 6.6. Ensure construction contractor(s)' compliance with the requirements of their respective construction contracts for updating, revising, and other obligations relative to their respective construction schedules. The Construction Manager shall incorporate construction contractor(s)' construction schedule updates and revisions into the Project construction schedule.
- 6.7. Continually monitor whether construction contract requirements are being fulfilled and recommend courses of action to the District when contractor(s) fails to fulfill contractual requirements.
- 6.8. The Construction Manager may authorize minor variations in the work from the requirements of the contract documents that do not involve an adjustment in the contract price or the contract time or design and which are consistent with the overall intent of the contract documents. The Construction Manager shall provide to the design professional(s) and the District copies of these authorizations.
- 6.9. Develop, implement, and coordinate with assistance from the District, the design professional(s), and the Project Inspector(s) ("Inspector"), procedures for the submittal, review, verification and processing of applications by contractor(s) for progress and final payments for all construction contracts.
- 6.10. Verify that safety programs are developed and submitted by each of the construction contractor(s) as required by the contract(s). Neither Construction Manager nor District shall be responsible for or have any liability for contractor(s) failure to provide, comply with, or enforce said safety programs.
- 6.11. Record the progress of the Project by a daily log.
- 6.12. Monitor ongoing Project costs to verify that projected costs do not exceed approved budget and provide the District timely notice of any potential increase in costs in excess of approved budgets provided to Construction Manager.
- 6.13. Negotiate contractor's proposals and review change orders prepared by design professional(s), with design professional(s)' input as needed, for approval by the District's governing board.
- 6.14. Maintain a change order log for the Project and implement procedures to expedite processing of change orders.
- 6.15. Implement procedures for issues identification and resolution of actual or potential claims of construction contractor(s) and take actions to mitigate all claims against the District and attempt to eliminate and/or settle all claims.

- 6.16. Assist the District in selecting and retaining special consultants and testing laboratories and coordinate their services.
- 6.17. In conjunction with the Inspector and the design professional(s), monitor work of the construction contractor(s) to determine that the work is being performed in accordance with the requirements of the respective Construction Documents. As appropriate, with assistance of design professional(s) and the Inspector, make recommendations to the District regarding special inspection or testing of work that is not in accordance with the provisions of the Contract Documents.
 - 6.17.1. To guard District against defects in the work of the construction contractor(s), the Construction Manager shall establish and implement a quality control program to monitor the quality and workmanship of construction for conformity with:
 - 6.17.1.1. Accepted industry standards;
 - 6.17.1.2. Applicable laws, rules, or ordinances; and
 - 6.17.1.3. The Design Documents and Contract Documents;
 - 6.17.2. Where the work of a construction contractor does not conform as set forth above, the Construction Manager shall, with the input of design professional(s):
 - 6.17.2.1. Notify the District of any non-conforming work observed by the Construction Manager;
 - 6.17.2.2. Reject the non-conforming work; and
 - 6.17.2.3. Take any and all action(s) necessary to compel the construction contractor(s) to correct the work.
- 6.18. Maintain logs of requests for information (“RFI”) from construction contractor(s), based on information obtained from the design professional(s).
- 6.19. Establish and implement procedures, in collaboration with the District and design professional(s), for expediting the processing and approval of shop drawings, product data, samples, and other submittals for each contract. Receive and transmit all submittals from the construction contractor(s) to the design professional(s) for review and approval. Maintain submittal and shop drawing logs.
- 6.20. Record the progress of work at the Project. When present, prepare daily reports for the Project containing a record of weather, construction contractor(s) present and their number of workers, work accomplished, problems encountered, and other relevant data.
- 6.21. Prepare and distribute monthly project status reports for each active project and the Program, including updates on project activities, progress of work, outstanding issues, potential problems, schedule, and status of RFIs, change orders, and submittals.

- 6.22. Maintain at the Project site and, if necessary, at the Construction Manager's office, a current copy of all approved documents, drawings, specifications, addenda, change orders and other modifications, and drawings marked by the construction contractor(s) to record all changes made during construction. These shall include shop drawings, product data, samples, submittals, applicable handbooks, maintenance and operating manuals and instructions, and other related documents and revisions which are relevant to the contract work. Maintain records of principal building layout lines, elevations of the bottom of footings, floor levels, and key site elevations as provided by the construction contractor(s). At the completion of the Project, deliver all such records to District. Construction contractor(s) and design professional(s) share responsibility to prepare "Record Drawings" and "As-Built" documents.

7. PROJECT COMPLETION

- 7.1. The Construction Manager shall observe, with the District's maintenance personnel, the construction contractor's check-outs of utilities, operational systems and equipment, and start-up and testing. The Construction Manager shall maintain records of start-up and testing as provided by the construction contractor(s) and shall ensure the District of compliance with applicable provisions of the contract(s), that all work has been performed and accepted, and that all systems are complete and operative.
- 7.2. At the punch list phase of the Project or designated portions thereof, the Construction Manager, in consultation with the Architect(s) and Inspector, shall ensure the preparation of a list of incomplete or unsatisfactory work or work which does not conform to the requirements of the Contract Documents ("punch list work") and a schedule for the completion of the punch list work. The Construction Manager shall provide this list to the construction contractor(s). The Construction Manager shall coordinate construction contractor(s)' performance and completion of punch list work. The Construction Manager shall review, with the Architect(s) and District, the completed punch list work. The Construction Manager shall ensure, with input of the Architect(s) that the completed punch list work complies with applicable provisions of the construction contract.
- 7.3. The Construction Manager shall determine, with the Architect(s) and District, when the Project or designated portions thereof are complete.
- 7.4. The Construction Manager shall conduct, with the Architect(s) and District, final inspections of the Project or designated portions thereof. The Construction Manager shall notify the District of final completion.
- 7.5. The Construction Manager shall consult with the Architect(s), Inspector and District and shall determine when the Project and the construction contractor(s)' work are finally completed. The Construction Manager shall assist with the issuance of a Certificate of Final Completion, and shall provide to the District a written recommendation regarding payment to the contractor(s).

8. FINAL DOCUMENTS

The Construction Manager shall review and monitor all as-built drawings, maintenance and operations manuals, and other closeout documents to be sure that all required documents meeting contract requirements are provided, and shall secure and transmit to the District those documents and all required guarantees, keys, manuals, record drawings, and daily logs. The Construction Manager shall also forward all documents and plans to the District upon completion of the project and ensure all such plans and documents are well organized for any appropriate audit or review of the project.

9. WARRANTY

The Construction Manager shall implement a Warranty Inspection and Warranty Work procedure that all contractors are to follow. The procedure shall include a twelve (12) month call back period and a final warranty inspection eleven (11) months after Project completion to inspect the Project and identify any outstanding warranty work.

EXHIBIT "C"

CRITERIA AND BILLING FOR EXTRA SERVICES

The following Extra Services to this Agreement shall be performed by Construction Manager if needed and requested by District as indicated in the Agreement:

1. Providing services required because of significant documented changes in the Project initiated by the District, including but not limited to size, quality, complexity, the District's schedule, or method of bidding or negotiating and contracting for construction.
2. Providing consultation concerning replacement of work damaged by fire or other cause during construction and furnishing services required in connection with replacement of such work.
3. Providing services made necessary by the default of contractor(s), or by major defects or deficiencies in the work of the contractor, or by failure of performance of the District's consultants, or in the absence of a final Certificate of Payment, more than sixty (60) days after the date of completion of work on the project involved.
4. The selection, layout, procurement or specification at the District's request of movable furniture, furnishings, equipment or other articles that is not included in the Contract Documents.
5. Providing surveys relative to future facilities, systems or equipment which are not intended to be constructed during the Construction Phase.
6. Preparation of applications and supporting documents for governmental grants and permits other than as required in this Agreement.
7. Seeking variances or changes to agency guidelines on behalf of the District when so directed by the District.
8. Providing coordination of Services or providing services related to Services performed by the District's own forces.
9. Preparing to serve or serving as a witness in connection with any public hearing, dispute resolution proceeding or legal proceeding, other than that necessitated by the negligent acts, errors or omissions of Construction Manager or where the Construction Manager is party thereto, except for a contractor's hearing necessitated by its request to substitute a subcontractor.
10. Performing technical inspection and testing.
11. Providing additional construction administration services necessitated by changes in the design professional(s)' firm or key personnel.
12. Providing any other services not otherwise included in this Agreement or not customarily furnished in accordance with generally accepted scope of program or project management practice.

The rates identified in the Fee Schedule attached to **Exhibit "D"** include overhead, administrative cost and profit and shall be utilized in arriving at the fee for Extra Services.

EXHIBIT "D"

SCHEDULE OF WORK

Oswalt New Campus Project:

Notice to Proceed is expected to occur at the TBA Board Meeting

- | | |
|--|--------------------|
| 1. PreConstruction Phase Completed on or before | TBA |
| a. District has completed a Constructability Report. | |
| b. District has completed a Value Engineering Report however it remain responsive to further suggestions that will provide cost savings while maintaining function and durability. | |
| 2. Pre-Bid Phase Completed on or before | October 14, 2019 |
| 3. Bidding Phase Completed on or before | November 26, 2019 |
| 4. Construction Phase Completed on or before | December 13, 2022 |
| 5. Project Completion Phase Completed on or before | December 2022 |
| 6. Final Documents Phase Completed on or before | September 23, 2019 |

EXHIBIT "E"

FEE SCHEDULE

Compensation

1. The Construction Manager’s fee set forth in this Agreement shall be full compensation for all of Construction Manager’s Services incurred in its performance, including, without limitation, all costs for personnel, travel within two hundred (200) miles of the Project location, offices, per diem expenses, printing, providing, or shipping of deliverables in the quantities set forth in **Exhibit “A.”**
2. The amount of compensation shall be the amount set forth in the Agreement, including all billed expenses, without advance written approval of the District.

Method of Payment

1. Construction Manager shall submit monthly invoices on a form and in the format approved by the District.
2. Construction Manager shall submit these invoices in duplicate to the District via the District’s authorized representative.
3. Construction Manager shall submit to District on a monthly basis documentation showing proof that payments were made to his/her/its sub-consultants.
4. Upon receipt and approval of Construction Manager’s invoices, the District agrees to make payments on all undisputed amounts within sixty (60) days of receipt of the invoice.

Hourly Rates

1. The following rates, which include overhead, administrative cost and profit, shall be utilized in arriving at the fee for Extra Services and shall be subject to change on an annual basis upon District review and approval for the term of the Agreement. Construction Manager shall bill in quarter-hour increments for all Extra Services.

<u>Job Title</u>	<u>Hourly Rate</u>
Principal In Charge:	\$ _____
Project Director :	\$ _____
Construction Manager(s):	\$ _____
Asst Construction Manager :	\$ _____
Project Superintendent:	\$ _____
Senior Cost Estimator:	\$ _____
Project Manager:	\$ _____
Scheduler:	\$ _____
Cost Estimator:	\$ _____
Project Engineer	\$ _____
Project Coordinator:	\$ _____

2. Hourly rates are subject for review on an annual basis according to inflation/cost-of-living rates. Any request for revisions must be submitted in writing with substantial evidence of change for DISTRICT approval. The DISTRICT reserves the right to reject such requests.
3. The mark-up on any approved item of Extra Services performed by sub-consultant(s) or subcontractor(s) shall not exceed ten percent (10%).

EXHIBIT "F"

FINGERPRINTING/CRIMINAL BACKGROUND INVESTIGATION CERTIFICATION

(Contractor)

(To be executed and submitted by the successful bidder within 10 days after notice of award.)

The undersigned does hereby certify to the governing board of the Rowland Unified School District ("District") as follows:

1. That I am a representative of _____ (Contractor), currently under contract ("Contract") with the District; that I am familiar with the facts herein certified and am authorized and qualified to execute this certificate on behalf of Contractor.

2. Contractor certifies that it has taken at least one of the following actions with respect to the construction project, which is the subject of the Contract (check all that applies):

_____ The Contractor has complied with the fingerprinting requirements of Education Code section 45125.1 with respect to all Contractor's employees who may have contact with District pupils in the course of providing services pursuant to the Contract, and that the California Department of Justice has determined that none of those employees has been convicted of a felony, as that term is defined in Education Code section 45122.1. A complete and accurate list of Contractor's employees who may come in contact with District pupils during the course and scope of the Contract is attached hereto; and/or

_____ Pursuant to Education Code section 45125.2, Contractor has installed or will install, prior to commencement of work, a physical barrier at the work site, which will limit contact between Contractor's employees and District pupils at all times; and/or

_____ Pursuant to Education Code section 45125.2, Contractor certifies that all employees will be under the continual supervision of, and monitored by, an employee of the Contractor who the California Department of Justice has ascertained has not been convicted of a violent or serious felony. The name and title of the employee who will be supervising Contractor's employees is:

Dated: _____

CONTRACTOR

By: _____

Title: _____

Note: Failure to provide a signed copy of this document is cause for termination.

Exhibit "G"
Construction Management Services
Statement of Qualifications

1. Contact Information

1.1. Respondent Firm Name. _____

1.2. Respondent's Form of Entity (Check One).

Corporation Partnership LLC LLP Sole Proprietorship

1.3. Respondent's Contacts.

1.3.1. Principal Contact. Provide the following for the principal contact person of the Respondent's organization in connection with the RFP.

Name	
Street Address/City/State	
Phone/Fax	
Email Address	

1.3.2. Proposed CM Team Principal Contact. If the Respondent's Principal Contact, as identified in Paragraph 1.3.1 above is not a member of the Respondent's proposed CM Team as identified in Paragraph 2 below, provide the following for the principal contact person who is a member of the proposed CM Team.

Name	
Street Address/City/State	
Phone/Fax	
Email Address	

1.4. Respondent's Federal Employer Identification Number: _____

1.5. For Respondents That Are Corporations. If the Respondent conducts business as a corporation, complete the following:

1.5.1. Date incorporated: _____

1.5.2. State of incorporation: _____

1.5.3. California Corporation No. (if a California Corp): _____

1.5.4. Other State Corporation No. (if not incorporated in California): _____

1.5.5. Type of Corporation (Check One):

C Corp. S Corp. LLC Other: _____

1.5.6. Provide all the following information for each person who is either: an executive officer or, Board member of the corporation, or the owner of at least ten percent (10%) of the corporation's stock.

Name	Position/Title	% Ownership

1.6. For Respondents That Are Partnerships. If the Respondent conducts business as a partnership, complete the following:

- 1.6.1. Date of formation: _____
- 1.6.2. Formed under the laws of the State of: _____
- 1.6.3. Type of Partnership (Check One):
 General Limited LLP Other: _____
- 1.6.4. Provide all the following information for each partner who owns 10 percent (10%) or more of the partnership equity.

Name	Position	Years with Co.	% Ownership

1.7. For Respondents That Are Sole Proprietorships. If the Respondent conducts business as a sole proprietorship, complete the following:

- 1.7.1. Date of commencement of business: _____
- 1.7.2. Name(s) of owner(s): _____

2. **Proposed CM Team.** Subject to acceptance by the District, the Respondent proposes the following CM Team:

Name	Position/Title	CM Responsibilities	Years Employed by Respondent

- 3. References.** Provide a minimum of three (3) references for prior engagements of the Respondent by a California community college district to provide services similar to those described in the CM Agreement. For each reference identified below, on a separate attachment provide a description of the building program management and project construction management services provided by the Respondent for each reference.

Owner References (California community college districts only)				
Owner Name	Contact Name	Contact Telephone No.	Contact Address	Email

4. Respondent Experience.

- 4.1. CM Experience. The Respondent shall provide a description of the three (3) most relevant CM or similar professional services contracts held by the Respondent for California community colleges which includes: (i) description of the role of the Respondent; (ii) dollar value of the building program; (iii) dollar value of the compensation paid or due to be paid to the Respondent; (iv) Building Program description; (v) Respondent staffing resources; (vi) duration of Building Program; (vii) duration of the Building Program; (viii) relationship of Respondent to owner; and (ix) contact name position, entity name, telephone number, facsimile number and email address for each contract. Limit the description of each contract to no more than one (1) page.
- 4.2. OPSC/State Allocation Board. Describe the experience of the Respondent and proposed CM Team members with providing services related to a facility funded, in whole or in part, through the Office of Public School Construction (“OPSC”) and State Allocation Board (“SAB”). Include the name of the OPSC/SAB facilities specialist and identify the project.

5. Respondent Capacity.

- 5.1. Respondent Resources. Describe existing “in-house” resources (i.e. computer capabilities, software applications, modern protocol, modeling programs, etc.) of the Respondent and the use or application of such resources to completion of the CM services.
- 5.2. Staff Resources. Describe the extent of the Respondent’s existing “in-house” personnel possess multi-disciplinary skills or experience and the ability of the Respondent to draw upon such resources to complete the CM services.
- 5.3. Professional Staff. Describe the number of professionals currently employed by the Respondent to provide services similar to the CM services. If the Respondent conducts business from multiple offices, provide separately the number of professionals employed in the office from which the

CM services for the District will be completed and the number of professionals employed by the Respondent on a firm-wide basis.

6. Qualifications Questions. A “Not Qualified” response to any of the following will result in rejection of the Proposal for non-responsiveness.

6.1. Is a copy of the Respondent’s CY 2017 or 2016/2017 FY California CPA reviewed or audited financial statement with all accompanying notes and supplemental information included with the Proposal responding to the RFP?

Yes No No = Not Qualified

6.2. Does the Proposal include copies of Certificates of Insurance issued by or on behalf of insurers authorized to issue insurance policies under California law: (i) Workers Compensation Insurance; (ii) Professional Liability Insurance; and (iii) Commercial General Liability Insurance, with coverage amounts conforming to those set forth in the RFP?

Yes No No = Not Qualified

6.3. Has the Respondent or any predecessor to the Respondent, or any of its owners, officers, or partners ever been found liable in a civil suit, or found guilty in a criminal action, for making any **false claim or material misrepresentation** to any public agency or entity?

Yes No Yes = Not Qualified

6.4. At any time during the last five (5) years, has the Respondent or any predecessor to the Respondent, or any of the Respondent’s owners, officers or partners ever been **convicted of a crime** involving any federal, state, or local law related to design or construction of a project or related to construction/project/building management program services?

Yes No Yes = Not Qualified

6.5. At any time during the last five (5) years, has the Respondent or any predecessor to the Respondent, or any of the Respondent’s owners, officers or partners ever been convicted of a federal or state crime of fraud, theft, or any other act of dishonesty?

Yes No Yes = Not Qualified

6.6. Is the Respondent currently the debtor in a bankruptcy/insolvency case under federal or state law?

Yes No Yes = Not Qualified

6.7. In the last five (5) years, has the Respondent or any predecessor to the Respondent, been denied an award of a contract relating to any public project or public works based on a finding by a public agency that the Respondent was not a responsible bidder?

Yes No Yes = Not Qualified

6.8. Within the last five (5) years, has there ever been a period when the Respondent had employees but was without workers’ compensation insurance or state-approved self-insurance?

Yes No Yes = Not Qualified

6.9. Has a contract or assignment relating to design or construction of a project or construction/project/building program management services to which the Respondent was a party been terminated for the Respondent’s default?

Yes No Yes = Not Qualified

6.10. Is the Respondent ineligible or debarred from submitting Bid Proposals for public works projects or public works contracts pursuant Labor Code §1777.1 or Labor Code §1777.7.

Yes No Yes = Not Qualified

7. General Questions. If a Proposer's responses to any of the following require an explanation; the failure of a Proposer to provide the required explanation may result in the Proposal being rejected for non-responsiveness. Proposer's responses to the following will be factors considered by the District and the Selection Committee in evaluating the capacity, capability and responsibility of a Proposer.

7.1. Within the past five (5) years, has the Respondent been subject to any judgment, settlement, or arbitration award(s) arising out of or related to construction/project/building program management services or the design or construction of a project?

Yes No

If yes, on a separate attachment, describe each such report including details of: (i) the parties to each judgment, settlement or arbitration; (ii) the amount paid by your firm for each judgment, settlement or arbitration award; and (iii) if your firm was subject one or more judgments, for each judgment identify the Court in which such judgments were entered, along with a case number relating to such judgment.

7.2. Has a claim been asserted against the Respondent's professional liability (errors and omissions) insurance policy in connection with construction/project/building program management services or design services within the past five (5) years?

Yes No

If yes, on a separate attachment, describe each such claim including details of: (i) the party making the claim; (ii) a description of the claim and (iii) the final disposition (or current status if the claim is not fully resolved) of the claim, including without limitation, a description of the manner in which the claim was resolved (i.e., by mutual agreement, mediation, judgment, etc) and the amounts paid to resolve the claim.

7.3. Has a contract or assignment relating to construction/project/building program management services to which the Respondent was a party been terminated for the convenience?

Yes No

If yes, on a separate attachment, describe each such termination, including: (i) the project owner contact information; (ii) the written termination notice; and (iii) whether after the termination was effectuated if the project owner contracted with a different firm to complete the construction/project/building program management services after termination.

7.4. How many years has the Respondent been in business in California as a building program management and/or construction management services firm for community college construction projects?

_____ years

7.5. For each member of the proposed CM Team who is licensed as a contractor or architect or registered as an engineer under California law, complete the following; attach additional copies

of the following as necessary to identify all members of the proposed CM Team who are licensed as a contractor or architect or registered as an engineer under California law.

Name	Licensing/Registration
	<input type="checkbox"/> Contractor Classification(s): _____ License No(s): _____ Expiration Date: _____ <input type="checkbox"/> Architect License No.: _____ Expiration Date: _____ <input type="checkbox"/> Engineer Discipline(s): _____ License No(s): _____ Expiration Date: _____
	<input type="checkbox"/> Contractor Classification(s): _____ License No(s): _____ Expiration Date: _____ <input type="checkbox"/> Architect License No.: _____ Expiration Date: _____ <input type="checkbox"/> Engineer Discipline(s): _____ License No(s): _____ Expiration Date: _____
	<input type="checkbox"/> Contractor Classification(s): _____ License No(s): _____ Expiration Date: _____ <input type="checkbox"/> Architect License No.: _____ Expiration Date: _____ <input type="checkbox"/> Engineer Discipline(s): _____ License No(s): _____ Expiration Date: _____

7.6. Has any of the personnel identified in response to Question 7.5 as a California licensed architect, within the past five (5) years submitted a report to the California Architects Board pursuant to Business & Professions Code §5588 notifying the California Architects Board of any civil action judgment, settlement, arbitration award, or administrative action resulting in a judgment, settlement, or arbitration award in an action alleging fraud, deceit, negligence, incompetence or recklessness where the amount of the judgment, settlement, or arbitration award exceeded \$5,000?

Yes No

If yes, on a separate attachment, describe each such report including details of: (i) the parties to each judgment, settlement or arbitration; (ii) the amount paid by or on behalf of such licensed architect for each judgment, settlement or arbitration award; and (iii) if the licensed architect was subject one or more judgments, for each judgment identify the Court in which such judgments were entered, along with a case number relating to such judgment and the date of the entry of judgment.

7.7. Has any of the personnel identified in response to Question 7.5 as a California registered engineer, within the past five (5) years submitted a report to the California Engineer Board

pursuant to Business & Professions Code §6770.2 notifying the California Engineer Board of any civil action judgment, settlement or arbitration award at or exceeding Fifty Thousand Dollars (\$50,000)?

Yes No

If yes, on a separate attachment, describe each such report including details of: (i) the parties to each judgment, settlement or arbitration; (ii) the amount paid by or on behalf of such licensed architect for each judgment, settlement or arbitration award; and (iii) if the licensed architect was subject one or more judgments, for each judgment identify the Court in which such judgments were entered, along with a case number relating to such judgment and the date of the entry of judgment.

7.8. Has any of your firm’s personnel identified in response to Question 7.5 as a California licensed contractor, within the past five (5) years been subject to a complaint filed with the Contractors’ State License Board (“CSLB”) or been subject to disciplinary action imposed by the CSLB?

Yes No

If yes, on a separate attachment, identify such personnel and describe each such complaint or disciplinary action, including details of: (i) the parties; (ii) the substantive basis for each complaint filed with CSLB; and (iii) the disciplinary action imposed by the CSLB.

8. Certification

I, the undersigned, certify and declare that I have read all the foregoing answers to this Qualification Statement and know their contents. I am duly authorized and have the legal authority to bind the Respondent on whose behalf I am signing. The responses to this Qualifications Statement are: (i) true of my own knowledge and belief; (ii) complete and accurate; and (iii) do not omit any material facts which would render a response to be false or misleading.

Executed the ____ day of _____, 2018 at _____.
(City and State)

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

(Respondent Firm Name)

(Signature)

(Print Name)

(Title)