

**MOUNTAIN EMPIRE UNIFIED SCHOOL  
DISTRICT**

**3291 Buckman Springs Road, Pine Valley, CA 91962**

**REQUEST FOR QUALIFICATIONS (RFQs)**

**For**

**CONSTRUCTION MANAGEMENT SERVICES**

**Issued: July 24, 2023**

**Due: August 29, 2023, 4:00PM**

# NEWSPAPER ADVERTISEMENT

## MOUNTAIN EMPIRE UNIFIED SCHOOL DISTRICT

3291 BUCKMAN SPRINGS RD, PINE VALLEY, CA 91962

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### REQUEST FOR QUALIFICATIONS (RFQ) CONSTRUCTION MANAGEMENT SERVICES

#### Construction and Modernization Projects Associated with the District's Facilities Program

The Trustees of the Mountain Empire Unified School District (District) are requesting Statements of Qualifications (SOQs) from firms to represent Owner's interests in the school construction projects beginning the third quarter of 2023 or later. The Construction Management Firm shall be licensed as a General Contractor in the State of California and have recent experience in California K-12 new construction and modernization projects. The District is seeking and will give consideration to firms with proven performance records for timely and expedient oversight of construction projects. The District is in the process of establishing a pre-qualified pool of firms to service various District identified projects. As projects are identified, each firm on the pre-qualified pool of firms will have the opportunity to submit a Proposal to perform the work.

The RFQ package including requirements and instructions may be viewed and obtained on or after July 24, 2023, on the District's website/Facilities Page.

RFQs will be accepted at the address provided up to 4:00 p.m. on August 29, 2023. Recommendations are tentatively scheduled to be submitted to the Board for consideration at the regularly scheduled board meeting on September 12, 2023.

Please address RFQs to:

Mountain Empire Unified School District  
Attn: Gary Hobelman  
Assistant Superintendent of Business  
3291 Buckman Springs Rd, Pine Valley, CA 91962

The envelope must be clearly marked:  
RFQ Construction Management Services

The District reserves the right to reject any or all SoQs submitted or to waive any irregularities or informalities in any SoQs or in the RFQ process

Publication Dates      July 29, 2023  
   August 8, 2023

## 1. SELECTION PROCESS and PROJECTED DATES

The process and projected schedule that the District will utilize in selecting firms to perform Construction Management services will be as follows:

<u>Action</u>	<u>Date</u>
a. Advertisement Notice	July 29 and August 8, 2023
b. Release of RFQ	July 24, 2023
c. Last Day to Submit Questions for Clarification	August 10, 2023 (4:00PM)
d. Addenda Clarifications Issued by District	August 14, 2023 (4:00PM)
<b>e. Deadline for Receipt of RFQ Responses</b>	<b>August 29, 2023 (4:00PM)</b>
f. Screening/Evaluation	August 30-31, 2023
g. Interviews	TBD, if needed
h. Consideration of Construction Management Service Firms identification of a Pool by Governing Board	September 12, 2012
i. Notification to Respondents	

## 2. DESCRIPTION OF SERVICES AND GENERAL INFORMATION

### A. Number of Firm(s) Anticipated to be Selected

The District intends to select three to five (3-5) Construction Management (CM) firms to be placed on a pre-qualified list of firms to provide Construction Management Services for various District identified projects. Construction Managers may be assigned to multiple projects. The number of Construction Managers needed will vary from time to time and is at the sole discretion of the District.

### B. Background and Description of Services Required

The District may utilize SoQ Responses to this RFQ for services needed for projects funded from various capital program budgets as any other current and/or future capital projects and/or maintenance program projects and/or special studies/projects that may include, but are not limited to: modernization, expansion, new construction, reconstruction, alteration, rehabilitation, repair, relocation, reconfiguration, upgrades, planning, studies, grants, and other projects as may be identified, planned, modified, or prioritized/reprioritized, during the term of the agreement entered into pursuant to this RFQ.

The District is seeking firms with deep and extensive experience with California Public School Districts and Division of the State Architect-approved projects. Especially desirable is recent experience with Roofing, Gyms, HVAC Retrofits, Science Labs, Interior LED Classroom Lighting Retrofits, and Parking Improvement projects. General experience with

new school construction/school additions and school modernization/improvement projects is a minimum requirement.

The selected Construction Management Firm(s) shall work under the direction of the District Superintendent and/or the Superintendent's designated representative(s). It is anticipated that the Construction Manager will provide construction cost savings advice, conduct value engineering and constructability reviews, and recommend modifications to the plans for the project if necessary and as required. The District requires a full-service Construction Management firm to provide assistance in planning, construction cost savings advice, conduct value engineering, constructability reviews, and recommend modifications to the plans for the project if necessary and as required, bidding assistance, construction administration, and closeout services for its projects. Such services will require compliance with all legal and regulatory requirements to which public schools are subject now or in the future. The Construction Manager will be required to assist with maintaining DSA compliance of the project and assist with obtaining other regulatory approvals (e.g. city/county, fire, health, etc.) as required, and assist the District with other required approvals. Construction Manager must work cooperatively and collaboratively with Project teams, including District consultants, inspectors, and architects. Construction Manager will be required to attend meetings and may be asked to assist with presentations as needed (e.g. Board, agency, community, design committees, job walks, construction meetings, etc.as required)

Once the District identifies a project, a Request for Proposal along with a Scope of Services will be provided to the list of Board approved pre-qualified pool of firms.

C. Contract Term and Projects

The contract signed pursuant to this RFQ will be for a five-year (5-year) term. This RFQ will be used to provide services for projects that occur during the term of the contract. All projects shall be assigned during the term of this agreement. During the last year of the contract, if the contract is scheduled to end prior to the completion of a particular project, the contract shall automatically be extended beyond the extension limits above so that its ending date will coincide with the end and closeout of that project. No new projects may be assigned during such an automatic extension.

D. Background of the District

Mountain Empire Unified School District (MEUSD, the District) is located in the southeast quadrant of San Diego County. MEUSD comprises some 660 square miles.

The District consists of nine public schools, listed below, currently serving approximately 1680 students in grades TK-12.

- Early Education Center
- Campo ES
- Clover Flat ES
- Descanso ES
- Potrero ES
- Camp Locket MS
- Pine Valley MS
- Mountain Empire Alternative HS
- Mountain Empire HS

The District Office, Maintenance & Operations, and Transportation are located on a shared campus with Mountain Empire High School. A Middle School campus is currently being modernized on the High School Campus.

### 3. SUBMITTAL INFORMATION

#### A. DISTRICT CONTACT:

Firms interested in submitting SoQs are directed to make personal contact only with the person identified below and should not contact District Governing Board members, the Superintendent, or any other officials or staff of the District. The District may reject SoQs if a Firm or its representatives make direct contact with anyone other than the contact indicated. Firms should only contact the individual identified below concerning any questions:

Mountain Empire Unified School District  
Attn: Gary Hobelman  
Gary.Hobelman@meusd.k12.ca.us  
Assistant Superintendent of Business  
3291 Buckman Springs Rd, Pine Valley, CA 91962

#### B. STEP ONE-SUBMIT WRITTEN QUESTIONS, IF NEEDED:

All written questions received will be answered in writing and posted on the District's website/Facilities Page. *Oral statements regarding this RFQ by any person(s) should be considered unverified information unless confirmed in writing.*

1. **To ensure a response, questions must be received in writing by 4:00PM August 10, 2023.**
2. The District reserves the right to revise and clarify this RFQ. Revisions to the RFQ shall be posted on the District's website/Facilities Page no later than 4:00PM on August 14, 2023.

- C. **STEP TWO-SUBMIT STATEMENT OF QUALIFICATIONS:** Each firm shall submit **an original unbound Statement of Qualifications with four (4) bound copies and one (1) electronic version on a thumb drive in Adobe Portable Document File format** of the Statement of Qualifications prominently marked with "**Mountain Empire USD RFQ, Construction Management Services-2023**" and the name of the firm submitting the SoQ. The unbound original should be secured with a binder clip in the upper left corner.

#### D. SUBMITTAL INSTRUCTIONS:

The SoQ shall be submitted to the District, as follows:

1. **Deadline for Submittal of Responses:**
  - i. **No later than 4:00PM on August 29, 2023**
  - ii. *Late Responses will be returned unopened.*
2. **Method of delivery:**
  - i. **Hand delivery, USPS, or other mail/shipping service.**
  - ii. *Responses sent by Facsimile (FAX) or email will not be accepted.*
3. **Delivery Address:**

Mountain Empire Unified School District

Attn: Gary Hobelman  
Assistant Superintendent of Business  
3291 Buckman Springs Rd, Pine Valley, CA 91962

4. **Delivery Map:**
  - i. **Please see the last page of this RFQ packet for a delivery map.**

E. **ADDITIONAL SUBMITTAL INSTRUCTIONS AND GENERAL INFORMATION:**

1. Submission of SoQs by facsimile or e-mail is not acceptable. The Submitter is entirely responsible for the means of delivering the SoQ to the appropriate office on time. Delays due to internal routing of misdirected proposals or due to verbal directions given by District staff shall be the responsibility of the Submitter. Thus, each SoQ must be completed and delivered in sufficient time to avoid disqualification for lateness due to difficulties in delivery.
2. Submitters are required to disclose any relationships with the District and execute the non-collusion affidavit included with this RFQ.
3. The original SoQ shall be submitted and ***signed in blue ink***, by an authorized individual or officer of the firm submitting the SoQ.
4. The Board of Education of the District reserves the right to accept or reject any or all SoQ submittals and may waive any minor deviation in any submittal. The District's waiver of any minor defect shall in no way modify the RFQ documents or excuse the Submitter from compliance with every other provision of this RFQ. The Board of Education of the District reserves the right to negotiate with any or all responsible submitters.
5. Submitters shall be responsible for any and all costs and expenses that they may incur in preparing the SoQ. The District shall have no obligation whatsoever for costs of SoQ preparation, interview (if applicable), fee negotiation or any other costs associated with this RFQ or any SoQ submitted in response to this RFQ.

F. **LATE SUBMITTALS WILL NOT BE ACCEPTED.**

1. Modifications of SoQs submitted by a Submitter after the submittal deadline will not be considered unless the District requested the modifications.
2. Each SoQ shall be reviewed to verify that the Submitter has met the minimum requirements of the RFQ. Submitters must follow the required format specified in this RFQ to facilitate District review.
3. The District reserves the right to cancel this RFQ at any time.
4. Award of a contract under this RFQ does not guarantee that projects will be assigned to the Submitter. The District may elect to not proceed with a project at its discretion. The District may also issue future solicitations that may augment or supersede this solicitation.

5. SoQs become the property of the District and may be returned only at the District's option and at the Submitter's expense. Information, excluding Submitter's financial information, if any, contained therein shall become public documents subject to the Public Records Act. Rates and prices charged for services do not constitute financial information.
6. The District reserves the right at any time to extend any of the deadlines in this RFQ.
7. The form of Agreement under this RFQ is subject to final review and approval by the District's legal counsel and Board.
8. The District reserves the right to determine the number of firms that will be requested to appear for an oral interview. Oral interviews are anticipated to be 30-45 minutes. PowerPoint-type presentations will not be permitted. Interviews will be discussion-based and will include an opportunity for the Firm to present its qualifications and an opportunity for questions by the interviewing panel. The firms selected to interview may be provided with the interview questions in advance. Interview participants shall include those individuals proposed to be assigned to project work.
9. Documentation associated with this RFQ may be viewed at:  
<https://www.meusd.org> > Departments > Facilities

**4. ITEMS FOR INCLUSION IN THE REQUIRED SUBMITTAL DOCUMENTS:**

All SoQ submittals shall address the following items in the order listed below and shall be identified in the submitted SoQ to match the following list.

**A. Cover Letter**

Addressed to: Mountain Empire Unified School District  
 Attn: Gary Hobelman  
 Assistant Superintendent of Business  
 3291 Buckman Springs Rd, Pine Valley, CA 91962  
**Re: RFQ, Construction Management Services-2023**

**B. Table of Contents**

**C. Minimum Qualifications**

1. Is the Firm a Licensed General Contractor and/or a Licensed Architect?
2. Does the Firm and the proposed personnel have current experience [within the last three (3) years] in construction and/or modernization of public-school facilities in California as a Construction Manager?
3. Can the Firm provide insurance as required in this RFQ?

**D. Description of the Firm**

This section should provide information regarding the total number of employees,

location(s), nature of work performed, years in business, and approach that will be used in meeting the needs of the District. Indicate the office location from which personnel will be assigned to District projects and provide the number of employees at that location. Describe any prior experience of the firm and/or firm personnel, with the District.

**E. Background of Assigned Personnel**

Identify personnel and provide a brief resume including pertinent experience of personnel who will be participating in this project. Identify persons that will be principally responsible for working with the District. Indicate the role and responsibility of each individual.

[If selected by the District for Construction Management Services, the Firm must provide the personnel identified in the RFQ to work with the District for projects assigned by the District. Any proposed change of personnel must be approved by the District.]

**F. Description of Projects**

This section shall identify at least five (5) and up to ten (10) projects that the firm has completed or are in process within the last seven (7) years. Use this section of the Proposal to indicate the areas of expertise you have previously provided and how the firm's expertise will enable the District to benefit from that expertise. The District is requiring the firm(s) selected to have relevant experience in modernizing/rehabilitating existing facilities and constructing additions at K-12 public schools. Please use the following format:

PROJECT NAME AND LOCATION	DISTRICT'S NAME, ADDRESS, CONTACT PERSON, EMAIL, AND TELEPHONE	•COMPLETION DATE •Was the project completed on time?	•PROJECT COST •Change order percentage	PROJECT DESCRIPTION & COMMENTS

**G. Management of Workload; Location; Responsiveness**

Address the current and projected workload of the firm and address the ability of the firm and proposed assigned personnel to undertake this project. Provide the distance from the firm's office location to the District Office and provide the estimated travel time required. Address how personnel from the firm's office location will manage attendance at meetings, site visits, and respond in cases of emergencies during construction. Describe the firm's philosophy of responsiveness to clients and related processes and procedures.

**H. Project Plan and Methodology** – Briefly describe the procedures your Construction Management Firm will use in conducting each task in the management of new construction/addition to or modernization/rehabilitation of a facility. Address the approach, schedule, and plan.



- I. **Scheduling and Cost Estimating; Budget Compliance** – Discuss the Firm’s experience and approach to scheduling and cost estimating. Explain how the Firm will manage the project schedule and assist with containing change order costs and keeping the project on budget and on schedule.
- J. **Client References** – Provide at least five (5) letters of reference. List the client district, contact person, contact person position, telephone number, and email address. List the projects for which services were provided.
- K. **Claim/Litigation History** (within the last five years)
- L. **Required Attachments**
  - 1. **RFQ “PROPOSAL AND CERTIFICATION” FORM**
  - 2. **CONSTRUCTION MANAGER FEE/GENERAL CONDITIONS SCHEDULE FORM**
  - 3. **NON-COLLUSION DECLARATION FORM**
  - 4. **ADDENDA AND NOTICE FORM**
  - 5. **CERTIFICATE OF INSURANCE (including all coverages required herein)**
- M. **Other** – Each Firm may provide any additional information or description of resources the Firm feels are pertinent to the SoQ. This can contain descriptions, illustrations, photographs, etc., of school district projects. If a brochure is included, it may be attached and secured together with the rest of the response in the binder clip. A brochure, if included, should be included in both the original and copy sets of documents as well as in the electronic copy.

**5. EVALUATION**

Firms submitting an SoQ are advised that all SoQs will be evaluated to determine the firm(s) that will best meet the needs of the District. Evaluation may include, but not necessarily be limited to the following criteria:

- 1. Minimum Qualifications
- 2. Business information, years in business, staffing, and location
- 3. Relevant expertise/experience of personnel
- 4. Experience and expertise with similar projects
- 5. Responsiveness; location; management of workload
- 6. Project methodology, work approach, professional excellence, and demonstrated competence
- 7. Scheduling, cost estimating, budget compliance
- 8. Client Satisfaction/References
- 9. Claims/Litigation History
- 10. Pricing
- 11. Quality, completeness, and responsiveness of Proposal and fit with the District
- 12. The oral interview and presentation, if needed

**6. INSURANCE REQUIREMENTS:**

Submitters shall maintain in force, during the full term of the contract, insurance described below, unless it is determined by the District to be not applicable.

- A. The Submitter shall carry Workers' Compensation and Employers Liability Insurance in accordance with the laws of the State of California. However, such an amount shall not be less than one million dollars (\$1,000,000).
  
- B. The Submitter shall carry Comprehensive general and auto liability insurance with limits of not less than one million dollars (\$1,000,000) combined single limit, bodily injury, and property damage liability per occurrence, including:
  - 1) Owned, non-owned and hired vehicles;
  - 2) Blanket contractual;
  - 3) Broad form property damage;
  - 4) Products/completed operations; and
  - 5) Personal injury.
  
- C. The Submitter shall carry Professional Liability insurance, including contractual liability, with limits of one million dollars (\$1,000,000), per occurrence. Such insurance shall be maintained during the term of the Agreement and renewed for a period of at least five (5) years thereafter and/or at rates consistent with the time of execution of the Agreement adjusted for inflation. Failure to maintain professional liability insurance is a material breach of the Agreement and grounds for immediate termination.
  
- D. Each policy of insurance required in b. above shall name District and its officers, agents, and employees as additional insureds; shall state that, with respect to the operations of Submitter hereunder, such policy is primary, and any insurance carried by District is excess and non-contributory with such primary insurance; shall state that not less than thirty (30) days' written notice shall be given to District prior to cancellation; and, shall waive all rights of subrogation. The submitter shall notify District in the event of material change in, or failure to renew, each policy. Prior to commencing work, the Submitter shall deliver to District certificates of insurance as evidence of compliance with the requirements herein. In the event Submitter fails to secure or maintain any policy of insurance required hereby, District may, at its sole discretion, secure such policy of insurance in the name of and for the account of Submitter, and in such event, Submitter shall reimburse District upon demand for the cost thereof.
  
- E. If Submitter subcontracts any portion of Submitter's duties, Submitter shall require any such subcontractor to purchase and maintain insurance coverage for the types of insurance referenced, in amounts which are appropriate with respect to that subcontractor's part of work which shall in no event be less than five hundred thousand dollars (\$500,000) per occurrence.

**RFQ**  
**CONSTRUCTION MANAGEMENT SERVICES**

**CERTIFICATION**

Board of Trustees  
Mountain Empire Unified School District

RE: Request for Qualifications – Construction Management Services – 2023

Dear Members of the Board of Trustees:

The undersigned, doing business under the firm name of

\_\_\_\_\_, having carefully examined the Request for Qualifications (RFQ) and the Instructions, certifies that it is competent to perform all of the duties required therein, and is willing and able to contract for the performance of the required services as specified in the RFQ and as required by law.

I certify that all information contained in this Statement of Qualifications/RFQ Responses are true and correct to the best of my knowledge and that I am authorized to submit this Response on behalf of the firm.

SUBMITTED BY:

\_\_\_\_\_  
COMPANY

\_\_\_\_\_  
ADDRESS

\_\_\_\_\_  
CITY/STATE/ZIP

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
TYPE OR PRINT NAME

\_\_\_\_\_  
TITLE

\_\_\_\_\_  
DATE

\_\_\_\_\_  
PHONE

\_\_\_\_\_  
EMAIL

**CONSTRUCTION MANAGEMENT SERVICES FEE/GENERAL CONDITIONS  
SCHEDULE**

<b>FIRM</b>	
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**Describe Fee Methodology Below**

# NON-COLLUSION DECLARATION FORM

Mountain Empire Unified School District

RE: Request for Qualifications – Construction Management Services – 2023

State of California )  
 ) ss.  
County of \_\_\_\_\_)

I, \_\_\_\_\_, being duly sworn,

declare that I am the \_\_\_\_\_

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

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

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_, at \_\_\_\_\_ California.

\_\_\_\_\_  
Signature

[This form must be notarized]

# ACKNOWLEDGEMENT OF RECEIPT OF ADDENDA

Mountain Empire Unified School District

The undersigned acknowledges receipt of the following Addenda, all as listed below. The cost, if any, of such Addenda revisions has been included in the rates and prices of your submittal.

A. Addenda Number \_\_\_\_\_ Dated \_\_\_\_\_

B. Addenda Number \_\_\_\_\_ Dated \_\_\_\_\_

C. Addenda Number \_\_\_\_\_ Dated \_\_\_\_\_

D. Addenda Number \_\_\_\_\_ Dated \_\_\_\_\_

E. Addenda Number \_\_\_\_\_ Dated \_\_\_\_\_

Name of Submitter \_\_\_\_\_

Name of Authorized Signer: \_\_\_\_\_

Signature: \_\_\_\_\_

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

## APPENDIX – SCOPE OF SERVICES

**Pre-Construction Phase.** Construction Manager will provide services that relate to organization and development of the project prior to the start of construction. Examples:

1. **Design Meetings.** Conduct and attend meetings with staff, special consultants, and Architect to review scope, plans and specifications, project strategy and phasing plan.
2. **Estimating and Cost/Design Control.** Review the designs in detail to confirm the ability to construct these projects within the schedules and budgets established in this request for proposal. Identify all drawing and specification changes, additions, clarifications, and bid packaging which will be required prior to bid to ensure that these established schedules and budgets will be achieved, with very minimal change orders during construction. Prepare independent estimates and develop cost reduction alternates as needed to achieve budgetary goals.
3. **Bidding Procedures.** Develop and expedite bidding procedures for bid document issuance, bidder tracking and receipt of bids.
4. **Generate Bidder Interest.** Maintain contact with potential bidders on a regular basis throughout the bid period. This includes bonded subcontractors and suppliers.
5. **Bid Advertisements.** Prepare and place notices and advertisements to solicit bids on the projects in accordance with Public Contract Code requirements.
6. **Prepare and Expedite Bid Document Delivery.** Coordinate and expedite the preparation and delivery of bid documents and addenda to the bidders.
7. **Pre-Bid Conference(s).** Conduct pre-bid conference(s) as may be required.
8. **Coordination and Inquiries.** Coordinate communications related to bidder inquiries and seek resolution for the appropriate party and timely forward such information to bidders.
9. **Addenda Review.** Review each addendum during the bid phase for the cost, or constructability impact, and make appropriate comments or recommendations.
10. **Bid Evaluation.** Open bids and evaluate bids for completeness, full responsiveness, and price, including alternate prices and unit prices, and develop contract award recommendations.
11. **Construction Contract.** Prepare the construction contracts and issue Notices to Proceed on behalf of the District, upon Governing Board approval. Provide value engineering guidance, input, administration, and assistance.
12. **Constructability Review.** Review construction processes from start to finish during pre-construction phase; identify obstacles before project is built; reduce or prevent errors, delays, and cost overruns; review plans and specifications to prevent errors, delays, and cost overruns.
13. **Pre-construction Conference.** Conduct pre-construction orientation conference for the successful contractor's benefit, orienting them to the reporting procedures and site rules before the start of construction.

**Construction Phase:** Construction Manager will provide services commencing between the contract award and the pre-construction meeting and continuing thirty-five (35) days beyond the final filing of the notices of completion. Examples:

1. **Construction Management.** Manage the construction in a manner identical to a General Contractor's role.
2. **Submittal Procedures.** Establish and implement procedures for submittals, change orders, payment requests and other procedures; maintain logs, files, and other necessary documentation.

3. **Job Site Meetings.** Coordinate weekly job-site progress meetings with prime contractor(s), record, transcribe and distribute minutes to all attendees, the District, the Architect, and all other appropriate parties.
4. **Exercise of Contract Prerogative.** When appropriate and when approved by the District, enforce the District’s contract prerogatives, such as giving the contractor notice to accelerate the progress when the schedule goals are in jeopardy due to contractor failings, withholding payment for cause, and other prerogatives when required to achieve contract compliance.
5. **Master Construction Schedule.** Continue to update the master construction schedule and distribute the updated master schedule to the District, Architect, and other appropriate parties.
6. **Construction Progress Review.** Review the progress of construction with the contractors, observe work in place and properly store materials monthly, and evaluate the complete percentage of each construction activity as indicated in the construction schedule.
7. **Monthly Contractor Payment.** Pay for and establish an escrow account to which the District can issue a single monthly payment per project. The escrow agent will disburse monthly payments and monthly retention disbursements to each of the Prime Construction Contractors working on the project. Present a single monthly progress payment request to the District, detailing the amounts to be disbursed to the Prime Contractors, in an AIA format acceptable to the District.
8. **Change Order Processing System.** Establish and implement a Change Order processing system, which will minimize change orders. Ensure that all change orders are resolved as follows:
  - Design errors/omissions – offset by reductions in Architect/Engineer fees
  - Missed coverage/coordination between individual bid packages/contracts – offset by reductions in Construction Manager fees
  - District requested scope increases (additional building area, etc.) – offset as much as possible by Construction Manager/Architect value engineering, subject to District approval.
9. **Negotiations of Change Order Costs.** Negotiate Change Orders on behalf of the District when appropriate.
10. **Change Order Reports.** Prepare and distribute change Order reports monthly throughout the construction phase.
11. **Contractor Claims.** Resolve all claims by contractors against the District for additional cost or time due to any alleged cause.
12. **Project Status Reports.** Prepare and distribute a weekly, biweekly, and monthly cumulative Project Status report, which will include cost status reports.
13. **Equipment Instruction Manuals.** Receive all written material such as operations and maintenance manuals, warranties, and guarantees for all equipment installed in the project. All equipment instruction material shall be reviewed for accuracy and thoroughness and delivered to appropriate District personnel.
14. **As-Built Documents.** Coordinate and expedite functions in connection with the contractor’s obligation to provide “as-built” documents. Ensure that all as-builts are incorporated on original CADD drawings in CADD format.
15. **Training Sessions.** Coordinate and schedule training sessions for the District’s maintenance and operations personnel and ensure that the contractor’s obligations in providing this training are fulfilled.
16. **Substantial Completion.** In conjunction with the Architect, decide remaining work necessary for substantial completion, and notify the contractor of any



deficiencies. In the event of remaining incomplete items, the Construction Manager will, upon District's concurrence, issue a certificate of substantial completion with the exceptions noted, and/or contract with others to complete the work on behalf of the District.

17. **Administration of the Project.** The Construction Manager is responsible for:
  - a. Providing full-time on-site management of the project.
  - b. Observing the materials and equipment being incorporated into the work to assure that they are handled, stored, and installed properly and adequately and follow the contract documents for the project. Report to the District regarding these activities. Collaborate with the District's independent inspection and testing consultants.
  - c. Identifying problems encountered in accomplishing the work and ensuring appropriate action to resolve these problems with a minimum effect on the timely completion of the project. (Construction Manager will be subject to \$1,000 per day Liquidated Damages)
  - d. Ensure requirements for certified payrolls when requested by the District.
18. **Computerize the Construction Schedule.** Prepare the detailed master program as well as the master construction schedule utilizing appropriate computer software. This information will be the basis for all future reports reflecting actual project progress during the construction phase. The contractors shall provide their detailed schedules in accordance with the contract documents, and this will be used to establish the master schedule.
19. **Monthly Construction Schedule Updates.** Prepare and distribute monthly construction updates. After an evaluation of the actual progress as observed by the Construction Manager, scheduled activities will be assigned percentage-complete values in conjunction with the contractor. The report will reflect actual progress as compared to schedule progress noting variances. This report will also be the basis for determining the implementation of certain District prerogatives concerning the project's progress, when required.
  - a. Recovery Schedule. If requested by the District, the Construction Manager shall assist the contractors in preparing a recovery schedule. This recovery schedule will reflect the corrective action and extraordinary efforts to be undertaken.
  - b. Claims Analysis. Construction Manager's service shall focus on preventing claims.
  - c. Contractor Claims Negotiations. If required, the Construction Manager will negotiate claims with the contractor on behalf of the District.
  - d. Construction Schedule. Upon the District's transmission of a Notice of Award to the successful contractors, the Construction Manager will review the contractors' development of their detailed construction schedules. The Construction Manager will receive and distribute the detailed construction schedules to the contractors, the District, the Architect and other parties.
  - e. Schedule of Values. The Construction Manager will review and reconcile each contractors' schedule of values for each of the activities included in the construction schedules. This report will then be used as the basis for all future progress payments during the construction phase.
  - f. Completion. The Construction Manager in conjunction with the Architect will, after all corrective action of all punch list items, make a final comprehensive review of the project, make a report to the District which will indicate whether the Construction Manager and the Architect find the work performed acceptable under the contract documents and the relevant project data, and make recommendations as to final payment to the contractor.

**Post Construction Phase:**

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

**All Phases:**

1. Other duties as required or assigned and agreed to by District and Construction Manager.

**DELIVERY MAP**

**MOUNTAIN EMPIRE UNIFIED SCHOOL DISTRICT**  
**3291 Buckman Springs Road, Pine Valley, CA 91962**

