



Desert Community College District
Request for Qualifications/Proposals
RFQ/RFP No. 2023-09-01

For

Professional Construction Management Services
Related to the
College of the Desert
Palm Springs Development Project

September 6, 2023

Statements of Qualification and Proposals Due:
October 5, 2023

College of the Desert
Attn: Mac McGinnis
Bond Program Manager
43-500 Monterey Ave.
Palm Desert, CA 92260

A. INTRODUCTION

The Desert Community College District (“District”) invites the submission of Qualified Proposals for Professional Services in alignment with the District’s current development needs for the College of the Desert – ***Palm Springs Development Project*** (hereinafter referred to as the “Project”). The proposed Project includes site improvements, infrastructure, and approximately 175,000 gsf of new construction for multiple buildings on approximately 27 acres of repurposed land in Palm Springs, CA.

This is a significant project that will create a new community college campus and workforce development center in the heart of Palm Springs, serving the needs of the Coachella Valley and surrounding region. The District intends to create a world-class facility that will prepare students for immediate entry into their chosen career fields by providing high-quality education and hands-on experience in an industry-shaped working environment.

The Project is supported by local and regional businesses and is informed and driven by current industry standards and developing trends. It is anticipated to be a high-profile undertaking that will benefit not only the District, but the surrounding community. The Schematic Design for this Project is complete and the design team, led by the Architect of Record, WRNS Studio, is proceeding with Design Development. The Project consists of:

- I. A primary education building called the “Accelerator” which will provide spaces for Digital Media and Arts, Healthcare, and Architecture programs, student services, technology labs, maker spaces, flexible classrooms and presentation spaces, a film screening studio, radio station, and student café;
- II. A world-class culinary institute that includes multiple state-of-the-art kitchen “laboratories,” a small restaurant, and associated support spaces;
- III. A multi-venue Event Center;
- IV. A central utility plant designed to meet current needs and provide for future expansion;
- V. Maintenance, Operations, and Security facilities;
- VI. A multi-modal transportation and mobility hub;
- VII. Site improvements consisting of Coachella Valley and native desert landscaping; and
- VIII. Facilities to achieve a minimum LEED certification of Gold, with a stretch goal of Platinum, including on-site power generation via photovoltaic panels.

The District will accept proposals until the time and date stated below. The District will narrow the field of respondents to a list of three (3) qualified firms who will be invited to interview with the District’s selection committee, following which a single Construction Management Firm (hereinafter referred to as the “CM”) will be selected to provide Pre-Construction, Bidding, and Construction services. Construction services will be provided by Construction Manager – Multiple Prime (hereinafter referred to as “CMMP”) delivery method and the CM will manage the Prime Trade Contractors contracted directly by the District. CM’s work will be conducted under a Professional Services Agreement.

The selected firm must be able to begin work immediately upon contract execution.

B. SUBMISSION RULES

All questions and submissions should be sent by electronic mail to:

Mac McGinnis
Bond Program Manager, MAAS Companies
mmcginnis@bond.collegeofthedesert.edu

The deadline for submissions is **4:00PM, Thursday, October 5, 2023**

The Subject on the email should read as follows:

Palm Springs Development Project – CM Services Proposal

All Proposals should be addressed as follows:

College of the Desert, Palm Springs Development Project

Mac McGinnis

Bond Program Manager

c/o Bond Program Management Office

43-500 Monterey Avenue,

Palm Desert, CA 92260

Submissions will be accepted by hard copy only on the stated deadline. Provide six (6) hard copy RFQ/P packages with one (1) Flash Drive.

C. RFQ/P SCHEDULE

- September 8, 2023: RFP issued
- September 22, 2023: Deadline for Questions
- September 29, 2023: Responses to Questions issued
- October 5, 2023: Proposals due

D. MINIMUM QUALIFICATIONS

1. Respondents must demonstrate not less than twenty (20) years of company experience managing public works projects in the state of California. Experience may not be aggregated by combining the experience of individual team members; experience shall be relevant to the company itself.
2. Respondents must demonstrate not less than fifteen (15) years of company experience managing multi-prime construction projects. Experience may not be aggregated by combining the experience of individual team members; experience shall be relevant to the company itself.
3. Respondents must provide not less than five (5) examples of multi-phase, multi-prime-contractor construction management projects of size and scope similar to the project at hand, completed within the last five (5) years. Specifically, exemplar projects must:
 - a. have an aggregate total construction cost of not less than \$250,000,000.00, adjusted for current inflation if applicable;
 - b. have an aggregate building gross square footage not less than 150,000 sf;
 - c. be higher education (community college or university) projects including classroom, laboratory, and support spaces, for not less than three of the five examples; and
 - d. be publicly bid projects executed under the jurisdiction of the California public contract code for not less than three of the five examples
4. Respondents must provide experienced staff members meeting the minimum individual qualifications listed below. Respondents should note that relevant experience will be favorably considered, especially experience on higher education projects.
 - a. Project Executive: minimum 15 years managing multi-prime construction projects
 - b. Project Manager: minimum 12 years managing multi-prime construction projects
 - c. Superintendent(s): minimum 10 years managing multi-prime construction projects

E. PROPOSAL CONTENT – REQUIRED INFORMATION AND FORMAT

Proposals must contain sufficient detail to enable the District Selection Committee to determine the

merits of the firm. Proposals shall clearly address all elements requested below and **not exceed thirty (30) double-sided 8.5x11 pages** (excluding cover letter, table of contents, cover pages and any tabs/dividers).

In order to be considered for selection as a Construction Manager, the respondent firm will submit the following items in the specified order:

1. Letter of Introduction

Letter of introduction on company letterhead, shall include the name, address, email address and phone number of the contact person in response to this RFP. Letter shall not exceed one (1) page and should demonstrate your firm's familiarity with managing projects within a bond program structure with specific relevant experience. This letter should introduce the team and include as a minimum:

- a. Identify individual (person) or individual(s) who will be responsible in oversight capacity for work; and identify individual or individuals, who will be leading the Construction Management team.
- b. If submitting as joint venture team, note which team member (company) is the prime consultant, or how the contractual relationship of the team will be managed. The District prefers to contract with a single Firm and will not manage the contracts of sub-contractors or secondary firms.

2. Table of Contents

3. Project Team

The District anticipates that this Project will require the services of multiple superintendents, project engineers, and support staff. CM's Project team members shall, at minimum, be as defined in the draft Agreement. Provide a complete staffing plan and resumes of proposed Project team members: Project Executive, Project Manager, and Superintendent(s). Project Engineers, Administrators, and support staff need not be identified. Identify qualifications of the listed individuals relevant to educational projects and to the type of project outlined in Section A – Introduction, above. Include the following on the one (1) page resume for each team member:

- a. Proposed Role
- b. Number of years employed by the firm
- c. Proposed team member's experience with other team members
- d. CM Multi-Prime project delivery experience
- e. Experience with projects of similar dollar value, size and duration
- f. Education
- g. References

It is the District's expectation that the firm's actual on-site team will consist of the Proposed Project Team members listed in the Proposal. Substitutions will not be accepted unless the team member is no longer in CM's employ. Proposed replacements shall be submitted to the Program Manager ("PM") for review and acceptance with the District prior to acceptance of the replacement. If and while the position is vacant, a deduction to the overhead portion for that position will be deducted on a monthly basis.

4. Project Experience

Discuss methods to be employed in managing this Project and how these will ensure the success of the Project. Specifically address the firm's approach to the following:

- a. Working as an integrated project team
- b. Phases as outlined in Section I - Scope of Services, below
- c. Interaction with Architects and DSA
- d. Experience with LEED Certification and Sustainability
- e. Value Engineering and Constructability Reviews
- f. Bid Packaging and Bid Management
- g. Managing Master and Contractor Schedules
- h. Managing Project Budgets, Allowances and Contingencies
- i. Cost Saving Measures
- j. Change Management
- k. Developing and Maintaining a Logistics Plan
- l. State, Public and Utility Agencies
- m. Managing Secondary Effects and unforeseen risks
- n. Experience with FF & E Management and procurement
- o. Managing Contractors and Consultants
- p. Developing and Managing a Quality Control Plans (living document)
- q. Managing RFIs and Submittals and Log updating for distribution at weekly meetings
- r. Emergency Management
- s. Organizing and maintaining an onsite presence, include information pertaining to:
 - i. Office FFE
 - ii. Fencing for staging area
 - iii. Temporary Power
 - iv. Sign & Traffic Management
 - v. Temporary office facilities
 - vi. Jobsite general conditions
- t. Close out and Turnover of a project to the owner
- u. Reporting and Communications
- v. Advocating and representing the Client's interests

5. Fee Proposal

Please provide a fee proposal for the services described herein, in a separate sealed envelope. Assume the Project schedule indicated below in Section G. The fee proposal should provide sufficient information for the District to have a complete understanding of how the figures were calculated and the fee should include all costs inclusive of any Basic Services and/or General Conditions that the CM would anticipate. Provide those costs associated with Personnel both anticipated to be on site and in- house that might provide a service in the normal course of your business. Provide a Schedule of Hourly Rates for any additional services that the District may require. Include your cost for Insurance.

6. Litigation History

List all services-related litigation in the last five (5) years, filed either by a client, a client's representative, or a contractor, which names the respondent firm, firm's employees, or firm's consultants as defendants of any type. State the nature of the complaint, the beginning and end date, or anticipated end date, of each lawsuit, case number of proceeding, and the judgment or resolution or the anticipated judgment or resolution, including any settlement outside of court.

Provide specific information on termination for default and information concerning any convictions for filing false claims within the past five (5) years.

State whether the firm has or has not filed a petition for bankruptcy. If the firm has filed a petition for bankruptcy, the firm shall provide the date the petition was filed and identify the jurisdiction in which the petition was filed.

7. Complaints Lodged with Local, State, or Professional Agencies

Disclose complaint(s), if any, that have been lodged against the respondent firm with any local public agency, any agency of the State of California, or any professional organization with which the firm is affiliated and, if so, describe the nature of the complaint(s) and outcome(s) or anticipated outcome(s).

8. Insurance

Describe the outcome of claims, if any, filed against respondent firm's general liability, professional liability, or automobile liability insurance carriers during the past five (5) years. Identify the firm's insurance carriers' name and address and policy number(s) for general liability and professional liability for the past five (5) years.

9. References

List a minimum of five (5) references for whom the respondent firm has provided services in California for community college district construction projects. Please include the following information for each reference provided on separate pages:

- a) Year(s) of services
- b) Community college district
- c) Current contact person
- d) Title/position
- e) Contact phone number
- f) Project description
- g) Dollar value of the project
- h) Delivery method
- i) Duration of design
- j) Duration of construction
- k) DSA closeout (# of months)

Lists, photos, and literature on related projects performed by the individuals expected to make up the Project team may be included. Do not include projects completed by other branch offices or by individuals that are not part of the proposed Project team.

10. Current Projects and Workload

Please describe current projects that the firm is engaged in of similar size and scope. Please describe how current workload demands on the firm may impact the District.

11. Joint Ventures and Associations

If the project is to be undertaken by the firm in joint venture or in association with one or more other entities, identify the parties involved in such a joint effort, the roles and responsibilities of each party, and whether all parties will be jointly and severally liable for performance and all contractual liabilities. In the event of a joint venture, please provide a copy of the joint venture agreement and identify which firm will be the lead member of the venture. The District reserves the right to require the lead firm to sign a Guaranty concerning the work to be completed.

12. Non-Collusion Certification and RFQ/P Certification

A qualified individual from the firm must execute the Non-Collusion Certification and the RFQ/P Certification contained herein. Executed copies of each certification must be included with the proposal.

F. SELECTION

District will select one (1) firm from the respondents to provide services for this Project.

The District reserves the right, at its sole discretion, to accept or reject any and all responses and Proposals received as a result of this RFQ/P and to waive any informalities or irregularities in any response or proposal received. All costs associated with the response to the RFP are the sole responsibility of the Respondents.

G. PROJECT SCHEDULE

- It is anticipated that this work will begin as early as November, 2023. The anticipated targeted Project duration is **thirty-eight (38) months**. At the District's discretion, this period may be shortened or extended depending on Project needs.
- It is the District's desire to occupy the new facilities for full, planned use, no later than January, 2027. First scheduled classes are to be held in the Spring term of 2027, beginning at the end of January, 2027.

H. CONTRACT

A draft copy of the District's Construction Management Agreement will be issued to the short listed firms.

I. SCOPE OF SERVICES

The successful CM will perform oversight and management services associated with a multi-prime construction delivery method and related pre-construction services. The CM will work cooperatively and collaboratively with the District, Program Manager, Architect, Inspector, Consultants and Contractors to ensure that the project is delivered on time and within budget. The District intends to award a single contract to the selected firm, encompassing all of the services described herein and as deemed necessary to successfully complete the Project. In general, the CM will be responsible for the categories of work described on the following pages, and as outlined in the District's Construction Management Agreement.

Work shall be conducted in multiple overlapping phases in accordance with the Schedule and milestones provided by the District.

PRE-CONSTRUCTION PHASE

1. Design Review and Participation

a. Document/Constructability Review.

1. Review Plans and Specifications (collectively, "Documents") for constructability, coordination between design disciplines and conformance to the District's requirements for the Project at designated intervals and milestones.
2. Review the Documents to determine whether they, as depicted:
 - a. Accurately and completely reflect the District's Project objectives, including those related to the scope, schedule, and budget established for the Project;
 - b. Conform to the District's construction standards and design guidelines applicable to the Project;
 - c. Reflect that the Architect's design, in accordance with the Architect's professional standards of care applicable to the Project, is clear, consistent

- and fully coordinated across all trades and disciplines;
- d. Are constructable using contemporary construction technology and methods as are generally available and prevalent in the region in which the Project is to be constructed;
 - e. Meet applicable codes and regulations.
3. Utilize Building Information Modeling software (hereinafter referred to as “BIM”), including current versions of Autodesk REVIT, Navisworks, and similar software compatible with electronic project files provided by the Architect to conduct constructability and clash reviews of the designed building elements and systems. Identify conflicts and omissions, and provide recommendations to the Architect for resolution. Participate in meetings to review and correct identified issues, and maintain a log of identified and resolved issues.
 4. Maintain project plans and specifications provided by the Architect in a shared digital review and collaboration environment (BlueBeam Revu v2021 is preferred) that allows real time collaboration and commentary between the District, Design Team, and CM.
 5. Upon completion of each Document/Constructability Review, submit a report to the District describing in detail the findings of the Review, including recommendations to correct deficiencies in the Documents and/or manage risk associated with deficiencies. Report shall include, in .pdf file format or other graphic form acceptable to the District, comments, mark-ups and notes applied to digital copies of the Documents. Collaborate with Design Team to resolve uncoordinated or clashing elements of the design as depicted in the Documents.
 6. Upon the District’s acceptance of the CM’s Constructability Review, Recommendations, and subsequent corrective or mitigative action agreed to by the District, Program Manager, Architect, CM, and others as needed, confirm that said corrective actions are incorporated into the Documents.
- b. Value Engineering
1. Complete Value Engineering Reviews of the current Documents at designated milestones and make recommendations to the District to reduce project cost as directed.
 2. Upon request, provide rough-order-of-magnitude costs for recommended changes to the design, including product price comparisons, labor and material costs, assembly costs, etc. in sufficient detail as to allow the District to make sound financial choices between multiple options.
 3. Upon District’s acceptance of the Value Engineering recommendations, and the Architect’s subsequent execution of approved recommendations, confirm that said recommendations are incorporated into the Documents and are reconciled with the estimate to ensure Project is within budget.
- c. CM Estimate of Construction Costs.
1. Prepare Estimates of Construction Costs based upon the current Documents at designated milestones. Reconcile cost estimates to within 3% of those provided by other parties, including the Architect.
 2. Make recommendations to the District, for measures to reduce the Estimate of Construction Costs to conform to the Construction Budget for the Project if so directed by the District.
 3. Meet and confer with Architect and third part estimator(s) to reconcile CM estimate and Architect estimate if the estimates vary by three percent (3%) or more.
 4. Revise Estimate of Construction Costs to reflect the final Documents approved by

DSA and reconcile with other parties as described above.

2. Labor/Materials Marketplace Survey

- a. Survey all existing labor and materials marketplace conditions that will or may have an impact on the Project.
- b. Provide detailed written report to the District detailing risks and potential adverse impacts to the Project.
- c. Recommend measures to mitigate potential adverse impacts as may be noted in the Marketplace Survey with the ultimate goal of maximizing bid exposure and response.

3. Development of Bid Strategy and Packages

- a. Develop a bidding strategy in collaboration with the District as appropriate to the project delivery and phasing.
- b. Develop written Bid Packages (Scopes of Work), including coordinated narrative descriptions and technical information that incorporate therein all work, labor, materials, equipment and services necessary to construct the Project using the coordinated efforts of multiple Prime Trade Contractors.
- c. Clearly define in each Bid Package the extent of the work to be executed, including any allowances, special conditions or areas of particular coordination between trades.
- d. Avoid overlapping scopes of work, as they cause confusion, and ensure that there are no “gaps” or omissions of scope between Bid Packages. The District may hold the CM financially responsible for scope gaps.
- e. Identify items that may have long procurement times and collaborate with the District regarding methods to procure and store such items in advance of their need to avoid project delays.
- f. Coordinate documentation and division of Bid Packages with the District to ensure a fair and competitive bid process that maximizes the number and quality of bids received.
- g. Create all bidding and contract documents, including Divisions 0 and 1, in collaboration with the District and design team; invitations to bid, bid forms, and other instructions to bidders using template forms provided by the District where applicable and supplemented with CM’s own forms and templates where appropriate. Incorporate all owner’s requirements into the bid documents. Specify unit prices, alternates, allowances, bonds, and insurance requirements. Assemble and Issue final Documents in cooperation with the District and Architect for each Bid Package.

4. Project Schedule

- a. Develop Master Project Schedule which:
 1. Is consistent with the District’s time objectives for completion of Project, including, without limitation, major milestones such as: Project Start, Design-phase milestones and activities, bidding process, awarding of contracts, trade-based milestones, Substantial Completion, Beneficial Occupancy by the District, punch and completion activities, District access to the Project prior to final completion for the purpose of coordinating Owner furnished contractor installed (“OFCI”) and Owner furnished owner installed (“OFOI”) installations, Commissioning, Final Completion, Turnover, and Closeout;
 2. Reflects all of the Work of each Bid Package and represents dependent activities graphically and alphanumerically, indicating the start/finish dates for the principal activities of each Bid Package utilizing the Critical Path Method (“CPM”);
 3. Is sequenced in a logical, reasonable and orderly manner and is phased as required,

- identifying mobilization and de-mobilization windows for trades whose work is non-sequential;
 - 4. Will be included in the Bid Documents; and
 - 5. Will consider and define the coordination of each Prime Trade Contractors' activities with other trades.
- b. Develop detailed schedules for intensive activities and phases, such as bidding, as needed to address complex elements of the project scope within the greater context of the overall project and Master Project Schedule.
 - c. Develop summary schedules as may be required and appropriate for issuance to parties identified by the District who are not conversant in construction industry practices.
 - d. Update all schedules as needed, but at a minimum on a bi-weekly basis, for issuance and discussion at periodic meetings to be held with the District.
 - e. Create a detailed construction schedule to be issued with the Bid Documents, organized to dovetail with the bid packages.

5. Bidding of Trade Contracts

- a. Advertisements
 1. Assist the District in Development of legal advertisements for bidding as required by applicable law.
 2. Assist the District in placing such advertisements in newspaper(s) of general circulation in Riverside County and Southern California as required by the District.
 3. Make recommendations for placement of notices and communications in construction industry trade publications, plan rooms, and other media outlets, and assist the District in communicating the Project to such entities.
- b. Trade Contractor Pre-Qualification
 1. If required by the District, engage in a pre-qualification process for all or some of the Bid Packages as follows:
 - a. Develop pre-qualification criteria and the pre-qualification application
 - b. Develop and place advertisement(s)
 - c. Develop and implement a program to inform potential bidders of the pre-qualification process
 - d. Encourage potential Trade Contractors to engage in the pre-qualification process
 - e. Review and evaluate responses to the pre-qualification application
 - f. Recommend selection of Trade Contractors deemed pre-qualified
- c. Dissemination of Bid Documents to Trade Contractors
 1. Establish a system for electronic reproduction and dissemination of Bid Documents in coordination with the District and the District's designated plan room.
 2. Maintain records of the identities, addresses, telephone numbers and email addresses of the Trade Contractors who have obtained Bid Documents.
- d. Trade Contractors Campaign
 1. Advise Trade Contractors of the availability of Bid Packages.
 2. Endeavor to maximize the participation of qualified Trade Contractors whose principal place of business is situated in the Coachella Valley, Riverside County, and Southern California.
 3. Maintain written or electronic records of contacts made and submit such records to the District upon request.
- e. Pre-Bid Conference(s)
 1. Conduct pre-bid conference(s), including job walk(s) in coordination with the District.

2. Develop a record-keeping process for monitoring attendance by potential Trade Contractor bidders as directed by the District, including sign-in/sign-out lists to be completed by attending contractors.
 3. Record and transcribe minutes of the pre-bid conference(s) and job walk(s).
- f. Pre-Bid RFIs
1. Assist District and Architect in responding to pre-bid RFIs as may pertain to constructability, contracting, scheduling, coordination, and other subjects outside of the Design itself.
- g. Opening/Reading of Bid Proposals
1. Assist the District in the collection and organization of Bids according to their number of bid packages and conduct the public opening and reading of Bid Proposals, either in person or virtually.
 2. If required or requested, assist the District in conducting a virtual bid opening using an appropriate web-based meeting software, including invitation of participants and coordination of the Bid Opening meeting.
- h. Review of Bid Proposals; Recommendations for Award of Trade Contracts
1. Review the submitted Bid Proposals to determine through bid tabulation or scoring if:
 - a. Bid Proposal is a responsible bidder
 - b. Bid Proposal is responsive, including all required documentation, complete and correct
 - c. Price proposed for the base scope of Work of each Bid Package and for each Alternate Bid Item is appropriate
 - d. Document Bid Review is in format acceptable to and/or provided by the District
 2. Obtain bid-phase estimates and other documentation from Bidders as may be required and appropriate to determine Bid responsiveness and complete acknowledgement of the scope of work for each bid package.
 3. Provide recommendation regarding acceptance or rejection of bids and advise the District of any irregularities in the submitted Bid documents.
- i. Bid Protest
1. Assist the District in the evaluation and disposition of all Bid Protests as required.

6. OTHER RESPONSIBILITIES

- a. Permits
1. Assist the District in procurement of permits and permissions required by local agencies to conduct the work. District will pay all fees directly as advised by CM.
- b. Logistics
1. Prepare a detailed Master Logistics Plan that addresses security, deliveries, access, and phasing to be included in the bid documents, implemented, and updated as needed throughout project construction.
- c. Site Research
1. Research the site and all related existing conditions, including existing utilities, legal encumbrances, and restrictions imposed by local agencies. Provide a comprehensive report to the District cataloguing all existing conditions, identifying risks to the project, and suggesting risk mitigation measures and solutions to identified issues. Participate in resolution of issues as directed by the District.
 2. Thoroughly document existing site conditions, including conditions of off-site facilities and improvements in the vicinity of the project site, with digital photos and

video as appropriate. Collect, organize, and archive documentation for use as a record of conditions existing before work began on site. Provide to the District upon request.

d. Pre-Construction Project Coordination

1. Host and conduct progress meetings with the design team and District on not less than a bi-weekly basis throughout the design phase for the purposes of project coordination and execution of the pre-construction work described herein.
2. Create and publish meeting agenda not less than 24 hours in advance of scheduled meetings.
3. Create and publish Project Coordination meeting minutes within 48 (working) hours for review and acceptance by the District and design team. Document new, ongoing, and old business, including completed items, noting action items for all parties and setting dates for follow-up and completion. Track ongoing items in such a manner that the history of such items is documented as it develops, for reference by the whole team.

CONSTRUCTION PHASE

1. Administration and Coordination of Trade Contracts and Construction

- a. Provide administrative, management and related services necessary to administer the Trade Contracts. CM shall represent the District's interests and shall enforce the terms of the Prime Trade Contracts and shall coordinate with the District and the Program Manager with respect to contractual action required in the course of said enforcement.
- b. Review, challenge, and confirm requests from the Prime Trade Contractors regarding contract time and compensation to ensure fair and consistent execution of the work as defined by the contract documents.
- c. Schedule, sequence and coordinate the Work of the Trade Contractors during the Construction Phase
 1. Assist the District with the drafting and issuance of Notice(s) to Proceed directing commencement of work under the Trade Contracts.
 2. Schedule, coordinate, conduct, and document pre-construction and construction-phase meetings, including weekly Owner-Architect-Contractor meetings, safety meetings, foremen/superintendent meetings, preparatory meetings in advance of specific construction activities, and other meetings as necessary for the timely completion of the work.
 3. Develop and implement procedures for the submission and processing of Submittals, RFI's, Change Requests and Change Orders acceptable to the District.
 4. Develop and implement procedures for the handling and disposition of the Trade Contractors' requests for information or clarifications.
 5. Establish and implement procedures for the transmittal, receipt, verification, and document retention of communications, drawings and other information between the District, District Representative, CM, Architect, Inspector, Test/Inspection services, Program Manager, Trade Contractors and other parties as required by the District.
 6. Assist the District in selection and retention of the material testing/Special Inspection Services and the DSA Inspector of Record.
 7. Schedule, sequence and coordinate activities of the Trade Contractors.
- d. Create and maintain project logs and reports for the District that highlight ongoing and upcoming activities, procurement, deliveries, and coordination efforts
- e. Partner with District staff to ensure a safe working environment in compliance with all applicable codes, laws, and regulations

- f. Provide the District with regular communications regarding any construction activities that may cause disruption to District activities.
- g. Provide adjusted project schedules to accommodate requests by the District, for special scheduled events, and other District needs without impacting the Project schedule or incurring additional cost to the District.

2. Project Documentation

- a. Create and maintain logs of all project related documentation, and key activities, including but not limited to, RFIs, Submittals, Procurement, Change Order Requests (“COR”), Change Orders (“CO”), Substitution Requests, Construction Change Directives (“CCD”), and any other Project documents identified by the District and the Project. Provide reconciliation of all logs with those help with the District.
- b. Record, maintain and distribute minutes of all meetings and conversations.
- c. Provide weekly and monthly reports, of work in progress and notify the District of all completed, ongoing, and upcoming activities and provide information on any and all associated activities that may have an impact on District operations.
- d. Provide a Safety Incident Report immediately, for any and all injuries that may have occurred on the site. Provide documentation outlining the cause of the incident, the parties involved, the action taken to address the immediate medical needs of the injured party(ies) and the action taken to correct any unsafe conditions.
- e. Report immediately any and all security related issues that could have a negative safety impact to the Project and personnel including but not limited to theft, arson, assault, trespassing, possession of a deadly weapon, property destruction, inappropriate behavior, and disorderly conduct.
- f. Maintain a digital photographic record of the Project, documenting all construction activities on a regular basis.
- g. Maintain recorded video surveillance of the Project from multiple locations as necessary and appropriate for adequate coverage of the site and its immediate environs for the purpose of maintaining site security.

3. Monitoring of Construction Costs

- a. Provide Project financial reports including, but not limited to, cash flow reports, forecasts, cost reports, and other financial reports on a monthly basis and as requested by the District.
- b. Maintain Project cost records that present actual costs for activities completed or in progress.
- c. Monitor changes to all trade contracts for potential additional cost and/or change in scope that may have a cost impact to the Project. Provide Change Order analysis on all change order requests to verify scope and mitigate cost escalation.
- d. Provide budget cost analysis to ensure Project costs, including any allowances and/or contingencies, do not exceed approved Project budget as agreed by the District prior to the start of construction.

4. Payments to Trade Contractors

- a. Trade Contractors’ Applications for Progress Payments
 - 1. Implement the District procedures as set forth by the PM, for the review, processing, and approval of Trade Contractors’ Applications for Progress Payments.
 - 2. Review and certify the amount due on Trade Contractors’ Application for Progress Payment in a timely manner, in accordance with applicable laws, and in coordination

with the District, Inspector of Record, Architect and other parties as may be identified by the District.

- b. Verify trade contractors' current construction as-built documentation, and ensure all as-built plans are up-to-date prior to "pencil draft" approval of payment application.
- c. Assist in the preparation and issuance of closeout documents, including the financial and legal close out of contracts, final retention release and payment and release of insurance/bond certificates.

5. Project Progress

- a. Project Schedules
 1. Develop and maintain a comprehensive Master Project Schedule for construction of the Project showing the activities of each of the Trade Contractors, closeout activities, turnover, and post-construction activities
 2. Incorporate the Trade Contractors' separate Construction Schedules into the Master Project Schedule.
 3. Create and issue a detailed Construction Schedule based on the Master Project Schedule for the detailed coordination of Trade Contractor activities, procurement, and logistics.
 4. Provide weekly updates to the Master Project Schedule and Construction Schedule.
 5. Provide recommendations and remedial action implementation plan in response to Construction Schedule delays, to return the project impacted sequences and timeline to the original plan outlined in the Master Project Schedule, at no cost to the District.
 6. Provide a "Three Week Look-Ahead Schedule" to the District for review on a weekly basis to coordinate construction activities in and around the jobsite, ensuring District activities are not compromised.
- b. Trade Contractors' Schedules
 1. Manage the Trade Contractors' Construction Schedules and provide updates at regular intervals not to exceed one month, and incorporate into the Master Project and Construction Schedule.
- c. Provide a procurement schedule that supports the Project procurement log for when materials and products are to be purchased, shipped, stored, and installed, accounting for long lead items, OFCI items, and all other procurement aspects of the Project.
- d. Coordination of Construction Activities
 1. Schedule, Coordinate and sequence the activities of the Trade Contractors so that Project construction is completed in accordance with the District's time and budget objectives.
- e. Coordination of Deferred Approvals
 1. Allow for adequate time for the Trade Contractor's design of deferred approval Items, the Architect's review of such design(s), and DSA review/approval of such design(s) into the Master Project Schedule.
- f. Progress Records
 1. Maintain records of construction progress, including written progress reports and photographs reflecting the status.
 2. Maintain daily records and reports throughout Project construction.
- g. Final Completion
 1. Inspect the work of the trade contractor(s) to verify achievement of substantial completion.
 2. Provide detailed punch list of all incomplete or unacceptable elements of the work. Consolidate and track punch lists from multiple parties, including the Architect,

Engineers, Inspectors, and the District.

3. Coordinate with the District, limited access to the job site for selected District personnel whose access and efforts will be necessary to complete the work. Provide PPE to such personnel as needed to ensure safety while construction efforts are finalized.
4. Provide coordination of the work by the trade contractors to complete all Punch List items without delay.
5. Upon final completion of all punch list items, provide the District with notification of Project Completion; provide all specified project records, warranties, operations manuals, keys, attic stock, spare parts, story boards, product samples and other items as specified.

6. Site Observations

- a. CM On-Site
 1. Provide on-site staff who are fully knowledgeable of the Project and the current state of the work to observe, coordinate and manage the activities of the Trade Contractors. CM shall have assigned staff on the Project premises at all times.
- b. Construction Quality
 1. Provide established and comprehensive quality control measures that proactively guard against defects and deficiencies in construction and workmanship based on routine, close observation and documentation.
 2. Notify the District immediately when construction defects occur, and immediately coordinate with the District Representative to correct defects and minimize impact to the Project schedule and budget.
- c. Site Safety
 1. Establish and implement a Health and Safety Plan in accordance with Federal, State and Local law and OSHA guidelines as appropriate for the Site.
- d. Review / Enforcement of Trade Contractor Safety Programs
 1. Monitor trade contractors' safety programs and performance.
 2. Conduct required weekly safety meetings and document individual attendance and receipt of all directions and information.
 3. Develop onsite program and process to monitor and enforce compliance with safety programs and requirements.

7. Changes and Claims

- a. Coordination of Changes
 1. Record, coordinate and distribute correspondence, drawings and other written materials to all parties as required, for review and pricing of scope changes.
 2. Coordinate daily progress and photo document the Trade Contractors' performance of Changes.
 3. Maintain thorough and complete Change Order, CCD, Bulletin and other Logs and records of Changes and Change Orders.
- b. Processing of Changes and Change Orders
 1. Prepare Change Order documentation authorized by the District and submit to PM for review and submission to District for processing. Upon acceptance and approval of the change, distribute the documentation to the contractors for their record.
 2. Administer submission of changes to the PM for submission to the Architect for review and readiness to submit to regulatory agencies.
 3. Assist the PM as needed in obtaining all necessary documentation for regulatory

approvals regarding Changes.

c. Claims Handling

1. Submit to the PM, a procedure for review, evaluation, processing and disposition of claims, by Trade Contractor.

8. General Conditions and Site Management

a. Site Security and Access

1. CM shall be responsible to oversee the Trades and provide for site security, for the entirety of the construction phase of the work, until Final Acceptance and Turnover of the Project to the District. CM shall provide security services, including perimeter fence maintenance, barricades, video monitoring, patrols, and on-site guards, as required by the District and the conditions of the work, to prevent unauthorized access, loss, and vandalism. CM shall arrange for modification and final removal of the perimeter fencing as needed throughout the course of construction and at Project turnover.
2. Control and coordinate access to the site for all parties, and make access available to District personnel and representatives upon request. Provide and maintain vehicle parking adequate to serve the project workforce and visitors.
3. Repair and/or replace damaged or vandalized perimeter fencing, barricades, screening, etc. without delay.
4. Provide detailed signage for PPE and site entry requirements at each construction gate point of entry.

b. Storm Water Pollution Prevention Plan (“SWPPP”)

1. Provide and submit to the California State Water Resources Control Board’s Stormwater Multiple Application and Report Tracking System (“SMARTS”) a Storm Water Pollution Prevention Plan (or Plans, as may be needed) to be maintained for all phases of the Project. Submit the SWPPP to the PM for review by the Civil Engineer of Record (“CEOR”) prior to uploading to the SMARTS system.
2. Monitor and maintain in good repair all physical stormwater management means and equipment, as described in the approved Erosion Control Plan and SWPPP for each phase of work.
3. Coordinate submission, certification, and tracking of all related forms and applications with the PM who will work with the LRP to certify the various stages of the Project.

c. Dust Control

1. Provide and maintain all required dust control and management services required for the Project in accordance with local Air Quality Management District regulations and the approved SWPPP.
2. Provide and post on required signs the name and contact information of the individual on CM’s team to be contacted regarding dust control. Typically, there will also be a back-up 24-hour mobile number listed as a secondary contact.

d. Temporary Facilities

1. Provide separate and appropriately sized temporary construction trailers (Job Trailer) for onsite use by CM team, IOR and Specialty Inspections and the PM team, equipped with restrooms, offices, conference room, and facilities appropriate to the size of each management team. Facilities will be served with electricity, potable water, sewer/waste disposal, and internet with wireless connection capability.
2. Provide all equipment and consumables necessary for operation and maintenance of the Job Trailers. Any items purchased and reimbursed by the District will become

the property of the District upon completion of the Project, provided that such items remain in good repair and full functionality. Equipment reimbursed by the District and subsequently damaged during the course of the work may be subject to refund by the District.

3. Within the IOR Job Trailer, provide a secure, lockable office for the Inspector(s) of Record that includes a plan table, seating, computer, printer, and lockable cabinet to secure documents.
 4. Within the District Project Management trailer provide all items as described in items d. 1 and d. 2. Above.
- e. Temporary Utilities
1. District will pay for temporary electrical power, internet services, and potable water.
 2. CM will coordinate and provide connections for all temporary utility services and work with the Project Manager to coordinate the billing and submit to the PM team for processing through the District's financial apparatus.
- f. Safety and Identification
1. Provide and maintain in good repair all temporary signage required during construction, including identification, wayfinding, safety, warnings, "no trespassing," and other signage as may be required by authorities having jurisdiction and the District.
 2. Submit a current Illness Injury and Prevention Plan ("IIPP") that is the safety standard for the CM firm. Include all safety requirements and references.
 3. Ensure the safety of all parties entering the jobsite by requiring and enforcing trade contractors' IIPPs, where applicable, and setting and enforcing appropriate standards for safe conduct and operations in accordance with CAL OSHA and applicable laws.
- g. Logistics
1. Provide a Master Logistics Plan (initially created during the Pre-Construction phase and maintained throughout the Construction phase) to the District for review and approval that addresses all aspects of site access, security, material storage, deliveries, temporary facilities, safety, staging, etc.
 2. Continually update the Master Logistics Plan throughout the Construction phase.
- h. Site Cleaning and Maintenance
1. Provide waste management services, including haul-off and diversion of debris and construction waste reporting, per the project specifications and the waste Management Plan for sustainability monitoring and recording.
 2. Provide labor crews to maintain the construction site free of debris, weeds, and trash at all times. Site shall be maintained on a daily basis to ensure a safe, clean, orderly working environment. Large debris requiring collection and disposal by use of tractors, loaders, and similar equipment may be stockpiled for no more than three (3) days before removal, and all stock piles of debris, dirt, sand, rock, and other items will need to be covered securely at the end of each shift to maintain dust control after hours and on non-working days.
 3. Maintain the perimeter of the site outside of the construction fence so that trash, weeds and debris do not build up around the exterior of the site.
- i. Sub-Contracting
1. Recommend to the District specific activities under the general heading of "General Conditions and Site Management" that may be incorporated into specific Prime Trade Contractor bid packages, and upon approval, incorporate therein.
 2. Self-perform or sub-contract all services not relegated to a bid package.

POST-CONSTRUCTION PHASE

1. Review and Transmittal of Trade Contractor Close-Out Documents

- a. Receive and review each Trade Contractor's close-out submittals for conformity and completeness.
- b. Deliver all closeout submittals in an organized, indexed document package to the PM for review and distribution to the District M&O Director.
- c. Receive and review each Trade's attic stock and turnover materials and transmit said materials to the PM for distribution to the M&O Director.
- d. Receive and review all Commissioning documents and reports from the trades and transmit to the PM for review and submission to the AHJ and the A/E team for review and acceptance. Upon acceptance, bind all related items by CSI code in binders and submit as the Maintenance and Operation Manuals to the PM for distribution to the M&O Director.
- e. Assist the PM in collection and submission of Final Reports to DSA.

2. CM Project Records

- a. Assemble and deliver all Project records maintained during the Construction Phase, which include but are not limited to red-line field set as-built drawings and specifications with confirmation of all Trades posting all changes to the DSA approved set prior to submission.
- b. The PM will check the drawings on a monthly basis prior to approving the monthly Payment Application for the CM.

3. Trade Contractors' Post-Construction Obligations

- a. Manage Trade Contractors' post-construction activities.

4. Project Reports

- a. Assist District with monitoring of filing of DSA reports and other actions required by applicable law.
- b. Assist District to secure compliance by the Architect, Inspector or a Trade Contractor with regard to such requirements.
- c. Assist District in preparation of Notices of Completion for each Trade Contract.

Thank you for your interest in this Project and the Desert Community College District.

DESERT COMMUNITY COLLEGE DISTRICT
RFQ/P No. 2023-09-01 - Professional Construction Management Services

Non-Collusion Certification

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

Name of Firm: _____

Signature: _____

Printed Name: _____

Title of Signatory: _____

[See required certification on next page.]

**DESERT COMMUNITY COLLEGE DISTRICT
RFQ/P No. 2023-09-01 - Professional Construction Management Services**

RFQ/P Certification

I certify that I have read the attached **Request for Qualifications/Proposals for Professional Construction Management Services Related to the College of the Desert Palm Springs Development Project** and the instructions for providing a response. I further certify that I must submit six (6) hard copies and one (1) flash drive with an electronic copy of the firm's proposal in PDF format to this request and that I am authorized to commit the firm to the qualifications submitted.

Signature

Type or Print Name

Title

Company

Address

Telephone

Email

Date

If you are responding as a corporation, please provide your corporate seal here:

ALL MATERIALS SUBMITTED IN RESPONSE TO THIS RFP SHALL BECOME THE PROPERTY OF THE DESERT COMMUNITY COLLEGE DISTRICT AND MAY BE SUBJECT TO DISCLOSURE UNDER THE CALIFORNIA PUBLIC RECORDS ACT (GOV. CODE, §§ 7920.000, ET SEQ.)

[END OF SECTION]

1. RFQ/P Evaluations.

- 1.1. General. Timely submitted RFQ/P Responses will be independently reviewed by each member of the Selection Committee. A Response to the RFQ/P which does not comply with the requirements of this RFQ/P will be subject to rejection for non-responsiveness.
- 1.2. District Policy. It is the policy of the District that the selection of firms to provide professional services in connection with construction projects of the District be based on the demonstrated competence and qualifications to complete the required professional services at a fair and reasonable price to the District.
- 1.3. Initial Evaluation Criteria; Short List. The following set forth the criteria by which each RFQ/P Response will be evaluated and the relative weight of each evaluation criteria out of 100 points. The firms with the highest score based on the following evaluation criteria will be short listed by the District.
 - 1.3.1. Relevant Experience and Ability (25 points). The Respondent and its proposed Project team will be evaluated based on experience as construction managers for recent projects similar in size, scope, use and complexity as the Project subject to this RFQ/P.
 - 1.3.2. Construction Management Capabilities (15 points). The skills, experience and capabilities of the Respondent and its proposed Project Team to effectively manage tasks in the design, bidding, construction and post-construction phases of a project will be evaluated. Specific considerations include the demonstrated capability of the Respondent and its proposed Project Team to: (i) develop effective working relationships with project architects; (ii) provide oversight, guidance and direction in the design phase to develop Design Documents conforming to the District's aesthetic, functional, budget and time requirements for a project; (iii) identify and implement bidding strategies to maximize bidder participation and project construction efficiencies; (iv) provide oversight, guidance and direction in the construction phase to complete construction in accordance with requirements for a project and within the District's budget/time objectives for a project; and (v) complete post-construction activities, including without limitation, equipment start-up/commissioning, completion of punchlist items/close-out obligations by the contractor and issuance of DSA Certification for the project.
 - 1.3.3. Responsiveness to RFQ/P (10 points). The District will evaluate the Respondent's responsiveness to the requirements of this RFQ/P.
 - 1.3.4. Client Responsiveness (25 points). The District will evaluate the prior experience and success of the Respondent and its proposed Project team to establish effective working relationships within the setting of higher education institutions, including the relationships with management, administrative, technical and end-user staff of prior clients, relationships with other project consultants and participants on prior projects.
 - 1.3.5. Availability (10 points). The District will evaluate the availability of the Respondent and the personnel of the Respondent to be dedicated to the Project. This evaluation will include the demonstrated ability and willingness of the Respondent to promptly provide and complete services, whether from a location in close proximity to the District or otherwise.
 - 1.3.6. Pricing Proposal (15 points). The District will evaluate each Respondent's proposed methodology to establish the Contract Price due the Respondent for the Project for reasonableness of approach and reasonableness of costs by application of the proposed pricing methodology.
- 1.4. Short List Evaluation; Interviews. The Firm awarded the Construction Management Services Agreement will be selected from the short list. Evaluation of short listed firms for award of a contract will be based on the criteria as set forth in Article 5.3 and interviews will be conducted in the sole discretion of the District. Interviews, if conducted by the selection committee, will generally consist of no more than fifteen (15) minutes for Respondents' presentation, followed by questions posed by the Selection Committee. Total time of each interview will not exceed one (1) hour. If

requested by the Selection Committee, any Respondent invited to participate in the interview process shall have present at the interview its key personnel for the Project. The order of firms to be interviewed will be selected randomly.

- 1.5. Best and Final. The District reserves the right to request best and final pricing and/or negotiate with one or more Respondents regarding the proposed Project pricing.
- 1.6. Award of CM Contract. Upon completing interviews of construction management services firms by the Selection Committee, the Selection Committee will make recommendations to the District's Board of Trustees for the award of the CM Contract. Notwithstanding any recommendations of the Selection Committee, action to award CM Contracts is vested solely in the Board of Trustees.

[END OF SECTION]

**QUALIFICATIONS STATEMENT
(RFQ/P Attachment A)**

This Qualifications Statement must be completed by each Respondent and executed by an authorized employee of the Respondent. Failure of a Respondent to submit the completed and executed Qualifications Statement concurrently with the Respondent's RFQ/P Response will render the RFQ/P Response non-responsive and rejected.

1. Respondent Information

1.1. Respondent Name. _____

1.2. Form of Entity. Check appropriate box.

Corporation

(State of Incorporation & Corporate Registration No.)

Partnership

(Describe type of partnership i.e., general partnership, limited partnership)

Limited Liability Company

Limited Liability Partnership

Joint Venture

(Identify each member of Joint Venture and form of entity of each Joint Venturer)

Sole Proprietorship

(Identify all equity owners)

1.3. Contact Person.

<u>Name</u>	
<u>Street Address/City/State</u>	
<u>Phone/Fax</u>	
<u>Email Address</u>	

1.4. Years In Business. The Respondent has provided construction management services under Respondent's current trade/business name. _____

1.5. Prior Trade/Business Name. Has the Respondent, in the prior ten (10) years conducted business under a trade name or business name that is different than the Respondent's current trade/business name?

- Yes
- No

If "Yes" identify all prior trade/business names used by Respondent in the prior ten (10) years: _____.

2. Revenue. Complete the following for the Bidder's construction operations; if any portion of the revenue disclosed is generated by non-construction operations or activities, the Bidder must identify the portion of revenue attributed to construction operations and generally describe business activities of the Bidder that generates non-construction operations related revenue.

<u>Calendar Year/ Fiscal Year</u>	<u>Annual Gross Revenue</u>	<u>Annual Net Revenue</u>	<u>Average Dollar Value of all Contracts</u>	<u>Dollar Value of Largest Contract</u>

3. References.

DSA Project Inspectors			
Firm Name	Address	Telephone No.	
		Contract Name	
		Email Address	
Firm Name	Address	Telephone No.	
		Contract Name	
		Email Address	
Firm Name	Address	Telephone No.	
		Contract Name	
		Email Address	
Architects (K-12 or Community College Projects)			
Architect Firm Name	Address	Telephone No.	
		Contract Name	
		Email Address	
Architect Firm Name	Address	Telephone No.	
		Contract Name	
		Email Address	
Architect Firm Name	Address	Telephone No.	
		Contract Name	
		Email Address	

4. Prior Experience. Provide a summary of construction management services provided by Respondent to a California community college district and/or a California K-12 public school district within the past five (5) years. Attach additional summaries as necessary and identify each additional summary by sequential "Assignment No." numbering:

ASSIGNMENT NO. __		
Client Name		
Project Name and Description		
General description of construction management services completed		
CM at Risk <input type="checkbox"/> Yes <input type="checkbox"/> No	Design Assist. <input type="checkbox"/> Yes <input type="checkbox"/> No	Construction Contract: <input type="checkbox"/> Multiple-Prime <input type="checkbox"/> General Contractor
Dates of Construction management services (beginning and end dates)		
Approximate dollar value of Construction management services		
Client Contact Person		Name: _____ Position/Title _____ Address _____ _____ _____ Phone/Fax _____ Email _____
ASSIGNMENT NO. __		
Client Name		
Project Name and Description		
General description of construction management services completed		
CM at Risk <input type="checkbox"/> Yes <input type="checkbox"/> No	Design Assist. <input type="checkbox"/> Yes <input type="checkbox"/> No	Construction Contract: <input type="checkbox"/> Multiple-Prime <input type="checkbox"/> General Contractor
Dates of Construction management services (beginning and end dates)		
Approximate dollar value of Construction management services		
Client Contact Person		Name: _____ Position/Title _____ Address _____ _____ _____ Phone/Fax _____ Email _____

ASSIGNMENT NO. ____			
Client Name			
Project Name and Description			
General description of construction management services completed			
CM at Risk <input type="checkbox"/> Yes <input type="checkbox"/> No	Design Assist. <input type="checkbox"/> Yes <input type="checkbox"/> No	Construction Contract: <input type="checkbox"/> Multiple-Prime <input type="checkbox"/> General Contractor	
Dates of Construction management services (beginning and end dates)			
Approximate dollar value of Construction management services			
Client Contact Person		Name: _____ Position/Title _____ Address _____ _____ _____ Phone/Fax _____ Email _____	
ASSIGNMENT NO. ____			
Client Name			
Project Name and Description			
General description of construction management services completed			
CM at Risk <input type="checkbox"/> Yes <input type="checkbox"/> No	Design Assist. <input type="checkbox"/> Yes <input type="checkbox"/> No	Construction Contract: <input type="checkbox"/> Multiple-Prime <input type="checkbox"/> General Contractor	
Dates of Construction management services (beginning and end dates)			
Approximate dollar value of Construction management services			
Client Contact Person		Name: _____ Position/Title _____ Address _____ _____ _____ Phone/Fax _____ Email _____	

ASSIGNMENT NO. ____			
Client Name			
Project Name and Description			
General description of construction management services completed			
CM at Risk <input type="checkbox"/> Yes <input type="checkbox"/> No	Design Assist. <input type="checkbox"/> Yes <input type="checkbox"/> No	Construction Contract: <input type="checkbox"/> Multiple-Prime <input type="checkbox"/> General Contractor	
Dates of Construction management services (beginning and end dates)			
Approximate dollar value of Construction management services			
Client Contact Person		Name: _____ Position/Title _____ Address _____ _____ _____ Phone/Fax _____ Email _____	
ASSIGNMENT NO. ____			
Client Name			
Project Name and Description			
General description of construction management services completed			
CM at Risk <input type="checkbox"/> Yes <input type="checkbox"/> No	Design Assist. <input type="checkbox"/> Yes <input type="checkbox"/> No	Construction Contract: <input type="checkbox"/> Multiple-Prime <input type="checkbox"/> General Contractor	
Dates of Construction management services (beginning and end dates)			
Approximate dollar value of Construction management services			
Client Contact Person		Name: _____ Position/Title _____ Address _____ _____ _____ Phone/Fax _____ Email _____	

5. **Respondent and Proposed Project Team Qualifications.** On a separate sheet of paper, describe in detail the expertise and experience in construction project design review and evaluation, construction mobilization and supervision, bid evaluation, project scheduling, cost-benefit analysis, claims review and negotiation, and general management and administration of a construction project possessed by the Respondent and the members of the Respondent's proposed Project Team.
6. **Essential Minimum Qualifications.** Any response of a Respondent indicating "not qualified" to the following minimum qualifications criteria will result in rejection of the Respondent's RFQ/P Response for failure to meet minimum qualifications criteria.
- 6.1. Respondent has a current Commercial General Liability policy of insurance with coverage limits of at least Two Million Dollars (\$2,000,000) per occurrence and Four Million Dollars (\$4,000,000) in the aggregate.
 Yes
 No (not qualified)
- 6.2. Respondent has a current professional liability policy of insurance with coverage limits of at least Two Million Dollars (\$2,000,000) per claim and Four Millions Dollars (\$4,000,000) in the aggregate.
 Yes
 No (not qualified)
- 6.3. Respondent has obtained a current Workers Compensation policy of insurance with coverage limits in accordance with applicable law.
 Yes
 No (not qualified)
- 6.4. Respondent is ineligible for award of public works contracts pursuant to Labor Code §1777.1 or 1777.7.
 Yes (not qualified)
 No
- 6.5. Has any public agency, within the past ten (10) years conducted proceedings that resulted in a finding that the Respondent or any predecessor to the Respondent is not a "responsible" bidder for a public works project or a public works contract?
 Yes (not qualified)
 No
- 6.6. At any time during the last ten (10) years, has Respondent or any predecessor to the Respondent been convicted of a crime involving any federal, state, or local law related to a private or public construction project?
 Yes (not qualified)
 No
- 6.7. At any time during the last ten (10) years, has the Respondent or any predecessor to the Respondent been convicted of a federal or state crime involving fraud, theft, or any other act of dishonesty?
 Yes (not qualified)
 No

6.8. Within the past ten (10) years, one or more contract(s) to provide construction management services for a public or private work of improvement to which the Respondent was a party to have been terminated for default of the Respondent.

Yes (not qualified)

No

7. Claims and Disputes.

7.1. Within the past ten (10) years, has the Respondent or Respondent's predecessor(s) been subject to any civil action judgment, settlement, arbitration award, or administrative action resulting in a judgment, settlement, or arbitration award against the Respondent or Respondent's predecessor in any action alleging fraud, deceit, negligence, incompetence, or recklessness in providing construction or project management services?

Yes

No

If "Yes" on a separate attachment, provide details of: (i) the title of the matter; (ii) the court or agency name; (iii) docket number; (iv) the claim or file number; and (v) judgment, settlement or arbitration award.

7.2. Within the past ten (10) years, has any professional liability insurer for the Respondent paid or satisfied any portion of any claim, dispute or disagreement which asserts the professional negligence or professional liability of Respondent in connection with project or construction management services provided by or through Respondent for any public or private work of improvement?

Yes

No

If "Yes" on a separate attachment, provide details of: (i) amount of judgment, settlement or arbitration award; and (ii) amount paid by professional liability insurer.

7.3. The Respondent is presently engaged in a claim, dispute or disagreement which asserts the professional negligence or professional liability of Respondent in connection with project or construction management services provided by or through Respondent for any public or private work of improvement.

Yes

No

If "Yes" provide details, including without limitation: (i) the title of the matter; (ii) the court or agency name; (iii) docket number; (iv) the claim or file number; (v) amount in controversy; (vi) contact information (name, address, phone and email address) for each party pursuing a pending claim against the Respondent.

7.4. Within the past ten (10) years, has the Respondent commenced any mediation, arbitration or legal proceedings to resolve claims, disputes or disagreements arising out of or related to project or construction management services provided by the Respondent for a public or private work of improvement?

Yes

No

If "Yes" on a separate attachment, provide details of each such pending claim, dispute or other disagreement.

7.5. Within the past ten (10) years, has the owner for any public or private work of improvement commenced any mediation, arbitration or legal proceedings to resolve claims, disputes or disagreements arising out of or related to project or construction management services provided by the Respondent?

- Yes
- No

If "Yes" on a separate attachment, provide details of each such pending claim, dispute or other disagreement.

7.6. Within the past ten (10) years, has the design professional or any consultant to the design professional for any public or private work of improvement commenced any mediation, arbitration or legal proceedings to resolve claims, disputes or disagreements arising out of or related to project or construction management services provided by the Respondent?

- Yes
- No

If "Yes" on a separate attachment, provide details of each such pending claim, dispute or other disagreement.

7.7. Within the past ten (10) years, has the contractor or any subcontractor for any public or private work of improvement commenced any mediation, arbitration or legal proceedings to resolve claims, disputes or disagreements arising out of or related to project or construction management services provided by the Respondent?

- Yes
- No

If "Yes" on a separate attachment, provide details of each such pending claim, dispute or other disagreement.

The undersigned is duly authorized to execute this Qualifications Statement under penalty of perjury on behalf of the above-identified Respondent. The undersigned warrants and represents that he/she has personal knowledge of each of the responses to this Qualifications Statement and/or that he/she has conducted all necessary and appropriate inquiries to determine the truth, completeness and accuracy of responses to this Qualifications Statement. The undersigned declares and certifies that the responses to this Qualifications Statement are complete and accurate; there are no omissions of material fact or information that would render any response to be false or misleading and there are no misstatements of fact in any of the responses. The above-identified Respondent acknowledges and agrees that if the District determines that any response herein is false or misleading or contains misstatements of fact, the Response shall be deemed non-responsive and the Respondent will not further participate in the RFQ/P process.

Executed this ___ day of _____ 20__ at _____
(City and State)

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

(Signature)

(Title)

[END OF RFP DOCUMENT]