

# San Juan Unified School District

3738 Walnut Ave.  
Carmichael, CA 95608

March 12, 2021



**San Juan**  
Unified School District

**Request for Proposals (RFP #21-125)**

**Construction Management & Program Management Services**

## Request for Proposals (RFP #21-125)

### Construction Management & Program Management Services

#### San Juan Unified School District

The Board of Education of the San Juan Unified School District ("SJUSD" or "District") is seeking qualified firms to provide two types of professional services: 1) construction management ("CM") services and 2) program management ("PM") services. Proposers may submit their proposals, including statements of qualifications ("SOQ"), for CM services alone or for both CM and PM services. The District intends to select **one or more** firms that best meet the District's needs for the CM services described in this RFP. The District intends to select **one or more** firms to provide its PM services described in this Request for Proposals ("RFP"). The selected PM firm(s) also will be selected to provide CM services. The District may assign all or parts of the work described below to one or more of the firms selected for CM services. The District will determine the proposer(s) to which it will award contracts based on demonstrated competence and on the professional qualifications necessary for the satisfactory performance of the services required, in addition to considering the amount of the proposed fees, as further described herein.

#### I. Critical Dates

##### Submittal Due Date:

Five bound hard copies and one electronic pdf file (flash drive) of the submittal shall be delivered **no later than 2:00 p.m., April 9, 2021** to:

San Juan Unified School District  
Facilities Department  
5320 Hemlock Street  
Sacramento, CA 95841  
Attn: Cara Duncan

Proposals not received by the deadline will be returned unopened.

##### RFP Milestone Dates:

- March 12, 2021 – RFP Uploaded to District's web site ([www.sanjuan.edu/constructionbids](http://www.sanjuan.edu/constructionbids))
- March 26, 2021 – Last day to ask a question/clarification
- March 29, 2021 – Questions Posted
- April 9, 2021, 2:00 p.m. – Proposals due
- April 16, 2021 – Interviews
- April 21, 2021 – District Selection
- April 30, 2021 – District Approval

#### II. Responsibilities of the Program Manager

The firm(s) selected as the District's Program Manager as a result of this process shall be responsible for the following general categories of work:

- A. **Master Planning:** Verify and update the cost estimates for construction and modernization; advise the District on phasing, grouping of projects, and other cost-saving methods; and assist the District in prioritizing projects and program cash flow development and in developing appropriate District policies.

- B. **Program Management:** Work with the District on overall scheduling, budgets, and communication for all projects; report to the District on program and individual project status on a regular basis; make recommendations to the District regarding ongoing modifications to the Master Plan and all facilities projects, to account for changes in sequencing, delays and cost issues; and work with the District's other consultants.
- C. **Power BI Services:** Provide and/or maintain a Power BI or similar system to integrate our facilities program data onto the District's website.

The Program Manager will not provide architectural, engineering or legal services.

The Program Manager will provide CM services, as described below, on the projects for which the PM/CM is specifically engaged.

The Program Manager will work under the direction of the District. The District's representative shall be Nicholas Arps or his designee.

Attached as Exhibit A to this RFP is the District's standard Professional Services Agreement, including the scope of work for PM Services. This Agreement, together with its exhibits, sets forth in more detail the types of services required.

### III. **Responsibilities of the Construction Manager(s)**

The firm(s) selected as the District's Construction Manager(s) shall assist the District in the preconstruction and construction phases of specific projects, which may include tasks such as:

#### A. **Preconstruction**

- Assist the District, its Program Manager, and its design professional to develop the scope of the project
- Assist the District and its Program Manager with preparing project and construction estimates and budgets
- Assist the District and its Program Manager with preparing a project schedule
- Review the design documents for clarity, consistency, constructability, coordination and consistency with the scope of the project
- Coordinate transmittal of documents to regulatory agencies for review and approval
- Assist with prequalifying bidders and maintaining a current list of prequalified bidders
- Assist the District in selecting special consultants and necessary testing laboratories
- Assist the District with preparation of solicitation and delivery documents
- Conduct pre-bid/pre-proposal conferences and coordinate responses to bidder/proposer questions
- Evaluate bids or proposals and recommend award
- Other pre-bid/pre-proposal and award tasks identified by the District

#### B. **Construction**

- Establish and implement communication procedures among various parties involved in the project
- Prepare reports, including regular reports requested by the District and daily job reports

- Review and coordinate responses to requests for information, submittals, requests for substitution, proposed change orders, requests for schedule adjustment, and other such requests
- Manage and track contract changes, including change orders and construction change directives
- Manage Skilled & Trained Workforce reports and withholdings/penalties
- Conduct weekly coordination meetings and other necessary meetings
- Coordinate technical inspection and testing
- Receive, review, respond to, and otherwise process pay applications and schedule updates
- Project close out, including managing resolution of punch list work, receiving and reviewing contractor close-out documents, managing project acceptance by the District, filing the notice of completion upon authorization, addressing stop payment notices, and processing final payment to the contractor
- Assist the District to respond to any claims
- Perform other such services that the District deems necessary

The Construction Manager will not provide architectural, engineering or legal services.

The Construction Manager may be requested to assist with program implementation and/or services under the direction of the selected Program Manager that are not specific to a particular project. There will be no increased rate for such services.

The Construction Manager will work under the direction of the District.

Attached as Exhibit A to this RFP is the District's standard Master Agreement for Professional Services, including the scope of work for CM Services. This Agreement, together with its exhibits, sets forth in more detail the types of services required.

If more than one CM contract is awarded in accordance with this RFP, then selection of the CM firm responsible for any specific project(s) shall be determined by the District on a project-by-project basis, based on factors including but not limited to the experience of the firm(s), personnel and other resources available at the time, price, and budget.

#### **IV. Summary of Qualifications**

Extensive experience with the Department of General Services' Office of Public School Construction and Division of the State Architect, Uniform Building Code, and Title 24 of the California Code of Regulations is mandatory. In addition, the successful CM or PM firm(s) shall have the following characteristics:

- Have substantial experience with managing projects (CM) and programs (PM) for modernization, new construction, expansion and renovation for California K-12 school districts, including a demonstrated history of managing projects/programs to completion on time and within budget.
- Provide adequate staffing and resources to the project(s). Maintain key staff through the duration of the project.
- Have experience with design-bid-build as well as alternative forms of project delivery including, without limitation, lease-leaseback and design-build.
- Have a demonstrated ability to work collaboratively and cooperatively with owners, their authorized representatives, program and construction managers, architects and engineers, and construction contractors.

## V. Proposal Format and Content

Proposals submitted in response to this RFP should be clear, concise, complete, well organized and demonstrate both proposer's qualifications and its ability to follow instructions.

In order to be considered for selection as the PM firm or a CM firm, proposer shall submit the following information in the specified order. The proposal cover should include the RFP's title and submittal due date, the name, address, email address, and the telephone number of the proposing firm (or firms if there is a joint venture or association). The proposal should include a table of contents with complete and clear listings of heading and pages to allow easy reference to key information. Please tab each section of the proposal to correspond to the numbers shown below under "Body of Proposal."

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

Provide five bound hard copies and one electronic pdf file (flash drive) of the proposal, including the statement of qualifications. In the event of any discrepancy between the hard copies and the electronic file, the hard copy will control.

CM Proposals are limited to 45 pages, with an additional 30 pages (75 pages total) allotted for PM services, excluding covers, table of contents, resumes, and index tabs.

### **Body of Proposal**

The following sections should be included in the order listed:

#### **1. Letter of Introduction**

A letter of introduction, signed by an officer of the firm submitting the proposal, or signed by another person with authority to act on behalf of and bind the firm. Indicate contact person(s) for the project. State whether your firm is proposing as a PM firm and CM firm or as only a CM firm.

#### **2. Firm Information**

Provide general information about your firm, and, if a joint venture, about each participating firm, including description and history of the firm, years in business, name(s) of owner(s), home office location, local office location (if different), types of licenses held, number of employees, primary business types and market areas. Identify the legal form, ownership, and officers or senior officials of the firm.

#### **3. Management Experience**

Describe the special strengths that your firm offers and how these set your firm apart. In particular, please address the following if your firm has expertise or experience in the area:

- Experience with project delivery systems other than design-bid-build, such as lease lease-back or design-build.
- Energy management/conservation experience, including energy efficiency programs, "green buildings," LEED (Leadership in Energy and Environmental Design) projects, and CHPS (Collaborative for High Performance Schools).
- Experience with information technology and telecommunications projects, such as integrated communications systems and technology infrastructure upgrades.

Describe your most challenging project and your most rewarding project, and why each was such. Please be specific in your descriptions.

Describe your firm's experience with state and other agencies involved in the planning, design and construction phases for K-12 school projects, including how matching monies to bond funds can be utilized. Focus particularly on your experience with DIR and DSA construction oversight and the process for obtaining DSA certification and close-out.

Describe your firm's experience with preparation of district staff and/or firm reports to governing bodies, including, but not limited to, Boards of Education, Citizen Oversight Committees, and other governing or oversight bodies.

Describe your firm's knowledge of the local construction community and market, including the bases for such knowledge.

**For firms proposing to provide PM services:** Describe specific firm and proposed team experience for K-12 public school projects in California in the last 5 years. Please discuss the following:

- *Program scope:* Describe the program(s), type(s) of delivery methods used (e.g., design-bid-build, lease-leaseback, design-build), firm staffing, dollar value, duration, and specific role of firm
- *Budgeting:* Discuss your firm's experience with budgeting, including examples of successful value engineering and other steps to maintain the budget without sacrificing quality
- *Schedule development and maintenance:* Discuss your firm's experience with scheduling and include specific examples of scheduling challenges and how your firm helped to resolve them
- *Contact:* Provide the name and telephone number for a contact person at the district familiar with the firm's work on the program(s)
- *Power BI:* Provide information on your firm's data analytics reporting program and/or experience maintaining and using one or similar program

**For firms proposing to provide CM services:** Describe specific firm and proposed team experience for K-12 public school projects in California in the last 5 years. Please discuss the following:

- *Project scope:* Identify up to 10 representative K-12 projects on which your firm provided CM services, including nature and location of the project, form of delivery (e.g., design-bid-build, lease-leaseback, design-build), firm staffing, initial project cost, completion cost, scheduled completion date, actual completion date, and the name and telephone number for a contact person familiar with the firm's work on the project
- *Project budget:* Identify specific examples of budgeting challenges you have faced and how your firm helped to resolve them (e.g., successful value engineering and/or other steps that maintained the budget without sacrificing quality)
- *Project schedule:* Identify specific examples of scheduling challenges you have faced and how your firm helped to resolved them
- *Project disputes:* Identify specific examples of project disputes (e.g., substantial claims, terminations) that your firm has managed and describe how the disputes were resolved, focusing on your firm's involvement in the resolution

#### **4. Project Team Roles and Responsibilities**

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

Identify the key personnel you would assign to the District's project(s), including his or her role(s). For each key staff person identified, provide the following:

- Describe his or her experience with services for school construction projects/programs, including identifying those projects for the past 5 years
- Provide a résumé
- List relevant licenses, including expiration dates if any
- For personnel proposed to carry out onsite responsibilities, describe his or her expertise and experience in the following:
  - Construction project design review and evaluation
  - Construction mobilization and supervision
  - Bid evaluation
  - Project scheduling
  - Cost-benefit analysis
  - Code compliance, including familiarity with the most recent updates
  - Claims review and negotiation, and
  - General management and administration of a construction project
  - Logging & tracking Skilled & Trained percentages and withholds
- Provide at least one reference from a public owner who has personal experience with the staff person's abilities

##### **5. Statement of Approach or Methodology**

Describe your program/project administration practices and procedures. Discuss the tasks, services, milestones and deliverables that your firm recommends for successful implementation of a facilities program and/or project (as applicable). Describe the process used to administer the pre-construction, bidding and construction phases, e.g., contract and code familiarity, meetings, reports, site visits, coordination with other service providers, etc.

Describe the firm's approach to collaborating with district staff and employees who are not typically part of a district's facilities department, such as educators and maintenance and operations staff.

Describe the firm's approach to design-bid-build projects, and discuss how that approach differs for alternative delivery methods, such as lease-leaseback or design-build.

Describe the firm's technical capabilities for scheduling, budgeting, cost estimating, contract administration and document control.

Describe the firm's experience and approach with consultant contracting and with the competitive process, including the firm's approach to working with other consultants and professionals retained by the District.

Describe the firm's experience and approach in problem-solving, addressing the firm's skill and creativity.

Describe the firm's approach to audits, including its own audits of contractor/project documentation and (for PM proposers) recommendations for the facilities staff.

**[If you are not currently under contract with the District in the role for which you are proposing]** Describe the firm's approach to new clients, including how the firm proposes to become familiar with the District, its policies and procedures, and its personnel and what, if any, actions you propose as part of the transition of services.

**[PM proposers]** Describe the firm's experience and approach (procedural steps) to drafting board policy with regard to facilities and their funding.

**[PM proposers]** Describe the firm's experience and approach to analysis and recommendations on facilities staffing. This should include all aspects of facilities beyond capital outlay, including maintenance and operations, and internal and external consultants.

**[PM proposers]** Describe the firm's experience and approach to financial analysis that compares bond rate (prior to issuing) comparisons to construction cost escalators and how it can make a recommendation on schedule.

#### **6. Commitment to Sign the Standard Agreement**

Provide a statement of commitment to sign the standard terms for the District's Professional Services Agreement, attached to this RFP as Exhibit A. Any objections and proposed changes must be noted in the proposal and, for each, the proposer must indicate whether it will sign the standard terms if its proposed change is rejected. If the proposer does not indicate that it will sign the standard terms if its proposed change is rejected, then the District will reject the proposal if the proposed change is unacceptable.

#### **7. References**

Please provide a list of at least 3 references from either public owners for which your firm has worked or architects with which your firm has worked on public projects.

#### **8. Conflicts of Interest**

Identify any actual conflicts of interest that the firm or any of the proposed key personnel has with the District. Such conflicts include, without limitation, a conflict between family, business or financial interests of the firm or personnel and the services to be provided as a result of this RFP.

#### **9. Fee Proposal**

Provide a fee structure and/or basis. Provide clarification on what is included, what is excluded, and the firm's expectations for what the District is to provide and/or for which the District is to be responsible.

#### **10. Litigation/Disputes**

Is there pending legal action alleging violation of a law in connection with services your firm provided? If so, please state the name of the action, identify the venue in which it is pending (e.g., Sacramento Superior Court, AAA arbitration, FEHA administrative action, etc.), and describe the pending action.

Has your firm settled any such action, or had a judgment entered against it in any such action, within the last five (5) years? Please describe each such settlement or judgment, including the nature of the action and the amount of recovery.

Has your firm ever had a CM or PM services contract terminated for default? If so, explain.



## VI. Evaluation Criteria and Selection Process

### 1. Overview

Proposals will be opened privately to assure confidentiality and avoid disclosure of the contents to competing proposers prior to and during the review, evaluation, and negotiation processes. The District believes that the public interest in non-disclosure of the contents of a proposal during evaluation outweighs the public interest in immediate disclosure. However, at the time that the District recommends award of one or more contracts under this RFP, then, to the extent that the proposals are public records under California law, they may be released to members of the public in accordance with the California Public Records Act.

A review and selection committee composed of key District officials will review and evaluate all proposals based on the scoring criteria identified in item 2 below. The District may, but need not, identify different evaluation teams for the CM and PM services proposals. The evaluation team first will evaluate the proposals to determine their responsiveness to the RFP's requirements, and then will evaluate the substance of all responsive proposals using the criteria identified below. The evaluation team next will create a list of firms to be interviewed, at the sole discretion of the District. Proposers not selected for an interview will not be eligible for further consideration. After interviews are conducted, each interview panel member will review his/her own prior evaluation of each proposer on the short list and make adjustments, if necessary. Upon conclusion of the previous tasks, the evaluation team will identify the most qualified firm(s) to be recommended for award of the PM/CM services contract, and will identify one or more qualified firms to be recommended for award of a CM services contract.

The District reserves the right to request additional information at any time during the evaluation process, in writing or otherwise, which, in its sole opinion, is necessary to assure that the firm's competence, number of qualified employees, and business organization are adequate to perform the required services for the District.

### 2. Evaluation Criteria

Evaluation and scoring criteria is as follows:

- Firm's management experience, including successful experience with similar projects for California K-12 school districts, including successful experience with DIR, DSA, modernization and new construction projects; experience with presentation of reports to governing bodies; experience with project delivery systems other than design-bid-build; energy management/conservation experience; experience with information technology and telecommunications projects. **(15 points)**
- Experience of proposed key personnel **(35 points)**
- Assessment of the firm's approach or methodology, including, without limitation, the firm's experience with preconstruction support, scheduling, and budgeting, and skill, creativity, and experience in problem-solving **(20 points)**
- Knowledge of the community and local construction market **(10 points)**
- An evaluation of the firm's proposed fee **(10 points)**
- Quality of interview responses **(10 points)**

For firms proposing for PM services, the following additional evaluation and scoring criteria will apply:

- Firm's successful experience developing and implementing programs for California K-12 public school districts, including the types of delivery methods, experience with budgeting and value engineering, and experience with scheduling and solving scheduling challenges **(20 points)**

- Assessment of the firm's experience and approach to drafting board policy regarding facilities and their funding **(20 points)**
- Assessment of the firm's experience and approach to analysis and recommendations on facilities staffing **(20 points)**
- Assessment of the firm's experience and approach to financial analysis that compares bond rate comparisons to construction cost escalators and how to make recommendations on schedule **(20 points)**
- Assessment of the firm's experience and approach with operating & managing a Power BI or similar program **(20 points)**

### 3. **Interviews**

After initial evaluation of the proposals, the District will announce final times for the interview in a letter to the firms to be interviewed. The proposed key staff are expected to attend any interview. The interview will start with an opportunity for the firm to present its proposal and its project team. The interview will be an opportunity for the District to review the proposal, the firm's history and experience, and other matters that the District deems relevant to selecting its CM and PM firm(s). The District may inquire as to the firm's suggested approaches and any other issues identified in this RFP.

### 4. **Final Determination and Award**

The District reserves the right to award one or more contracts, or no contracts, resulting from this RFP, and to reject any proposal as non-responsive. The awarding of a contract is at the sole discretion of the District.

The District reserves the right to select the firms which, in the District's sole judgment, best meet the needs of the District.

The successful firms will be selected and a recommendation will be made based on a combination of the proposal (including the firm's fee proposal), interview, reference checks, and on the basis of demonstrated competence and professional qualifications necessary for excellent performance of the services required.

With respect to CM services, this RFP may establish a pool of qualified firms. The number of firms in that pool and the projects to which each firm is assigned are at the sole and absolute discretion of the District. If warranted by a particular project and at the District's discretion, the District reserves the right to seek proposals from, or to contract with, CM firms not participating in this process.

## VII. **General Information**

1. **Amendments.** The District reserves the right to cancel or revise in part or in its entirety this RFP. If the District cancels or revises this RFP, it will do so by addendum. The District also reserves the right to extend the date responses are due.

2. **Inquiries.** Any questions regarding this RFP or selection process may be directed to Maria Mohan via email at [Maria.Mahon@sanjuan.edu](mailto:Maria.Mahon@sanjuan.edu). Proposers are requested not to contact other District staff or Board members in connection with this RFP and selection process. **Any proposer that violates this request will be disqualified from further consideration.**

All questions regarding this RFP are due on or before March 26, 2021 at 2:00 p.m. via email to: [Maria.Mahon@sanjuan.edu](mailto:Maria.Mahon@sanjuan.edu) with the subject line of "RFP 21-125 questions". Only questions submitted through this process will be accepted. All responses to questions regarding this RFP will be posted on our website March 29, 2021 on or before 5:00 p.m. It is the responsibility of the prospective vendor (referred to herein as "Responder") to check the website [www.sanjuan.edu/RFPs](http://www.sanjuan.edu/RFPs) for updates or addenda.

If a proposer believes that the RFP (including Exhibit A) is unfairly restrictive, ambiguous, or contains conflicting provisions or mistakes, the matter should be promptly brought to the attention of the District to allow the District to fully consider the matter and take any appropriate action prior to the deadline for proposals.

It is the responsibility of the proposer to check the District's website for updated information prior to the proposal due date. Oral communications or information not included in an addendum are not binding upon the District. Only questions answered by formal written addenda will be binding.

3. **Non-Discrimination.** The District does not discriminate on the basis of race, color, ethnic group identification, national origin, religion, age, gender, sexual orientation, ancestry, medical condition, genetic information, or disability in consideration for an award of contract.

4. **Drug-Free Policy and Fingerprinting.** The selected firm(s) shall be required to complete any fingerprinting requirements and criminal background checks required by State law and shall also be required to complete a Drug-Free workplace certificate.

5. **Costs.** Costs of preparing a proposal in response to this RFP are solely the responsibility of the proposer.

6. **Limitations.** This RFP does not commit the District to award one or more contracts, to defray any costs incurred in the preparation of a proposal pursuant to this RFP, or to procure or contract for work. The award of a CM contract hereunder does not guarantee the contractor that it will receive any work, any particular volume of work, or any specific project.

END OF RFP

# MASTER CONTRACT AGREEMENT

Between

San Juan Unified School District

and



for

Professional Services

## DOCUMENTS BOUND HEREWITH

### Agreement Form

Exhibit A: Schedule of Rates for Personnel Costs

Exhibit B: Allowable Reimbursable Expenses

Exhibit C1: Construction Manager's Basic Services – Design Build

Exhibit C2: Construction Manager's Basic Services – Lease Leaseback

Exhibit C3: Construction Manager's Basic Services – Design Bid Build

Exhibit D: Program Manager's Basic Services

Exhibit E: CM Certification

Exhibit F: List of Employees Authorized to Come on to School  
Campuses

Exhibit G: Responsibility Matrix – Design Build

Exhibit H: Responsibility Matrix – Lease Leaseback

Exhibit I: Responsibility Matrix – Design Bid Build

Exhibit J: Service Order

Exhibit K: Invoice Sample

**SAN JUAN UNIFIED SCHOOL DISTRICT**

## **Agreement for Professional Services**

Various School Sites

Various School Sites

THIS AGREEMENT (“Agreement”), is made on the [REDACTED] day of [REDACTED], 2021, by and between the San Juan Unified School District, California (“Owner” or “District”), and [REDACTED] (“Consultant”).

The Owner desires to retain Consultant to provide professional services as more fully set forth herein in connection with the development of various District facilities.

### **ARTICLE 1. DEFINITIONS**

**ARCHITECT-ENGINEER (“A-E”) or DESIGN PROFESSIONAL:** The organization or individual providing those professional design services associated with construction, alteration, or repair of real property.

**CONSTRUCTION ADMINISTRATIVE PROCEDURES MANUAL:** The manual that describes the administrative procedures that will be used on the job-site during construction of the Project(s). This manual outlines administrative procedures that are described in detail in the Owner's standard general conditions, as well as describing other administrative procedures that may be specific to the Project(s).

**CONSTRUCTION BUDGET:** The total available funding for work to be bid to construction contractors, excluding change orders, but including construction contingencies. If a lease-leaseback, design-build or other form of delivery is used, then all references herein to “Construction Budget” shall be deemed to refer to the total available funding for the services to be provided by the lease-leaseback entity, design-builder or other party responsible for delivery of the Project to the Owner.

**CONSTRUCTION CONTRACT:** The agreement between the Owner and the Contractor for construction of the Project(s), including all documents included within the definition of "Contract Documents" in the Owner's standard general conditions. If a lease-leaseback, design-build or other form of delivery is used, then all references herein to “Construction Contract” shall be deemed to refer to the contract for delivery of the Project under the applicable form of delivery.

**CONSTRUCTION MANAGER (“CM”):** The agent appointed by the Owner as the Owner's representative to provide overall project management, to provide pre-design services, and to manage the design phase, construction phase and post-construction close-out of the Project(s).

**CONTRACTOR:** The person or persons, partnership, limited liability company, or corporation that has entered into an agreement with the Owner to construct the

Project(s). If a lease-leaseback, design-build or other form of delivery is used, then all references herein to the "Contractor" shall be deemed to refer to lease-leaseback entity, design builder or other party responsible for delivery of the Project to the Owner.

OWNER: The San Juan Unified School District.

PROGRAM: The Owner's program for a specific group of projects or for expenditure of a specified pool of funds, managed by the Owner's PM.

PROGRAM MANAGER ("PM"): The agent appointed by the Owner who is responsible for master planning of the Owner's Program, including tasks related to overall scheduling, grouping, budgeting, and communication regarding the Owner's Projects.

PROJECT BUDGET: The total available funding as appropriated through the State Allocation Board, local bond measure, or other means to be used for the design and construction of the specific Project. It is the intent of the Owner that the Project Budget include all costs for design, engineering, construction, inspection, technical consulting, surveying, testing, construction management, project contingencies, and such administrative costs of the Owner as shall be deemed appropriate.

PROJECT CONSTRUCTION COST:

- A. Project Construction Cost, as used in this Agreement, means the total cost to the Owner of all work designed or specified by A-E, including work covered by approved change orders and/or alternates, the CM construction and post-construction phase fees and costs, the Project Inspector fees and costs, and any costs of inspections, surveys, tests or fees, but excluding any payments to A-E or consultants and any portion of the Construction Management fee allocated for pre-construction services. In designated design-build projects, the Project Construction Cost shall be deemed to include the cost of work designed or specified by the A-E retained by the Owner to provide performance criteria and well as that designed or specified by the design-builder.
- B. When labor or material is furnished by the Owner below its market cost, the Project Construction Cost shall be based upon current market cost of labor and new material.
- C. The Project Construction Cost, Project Budget and/or Construction Budget may be adjusted by the Owner periodically as a result of changes in the requirements or general market conditions.

PROJECT SCHEDULE: The schedule for completion of the entire Project, from pre-design phase work through final close-out of the Project.

SERVICE ORDER: A written direction by the Owner to the Consultant to provide services in connection with a Project.

SERVICES: All services provided by the Consultant, as set forth in more detail in Article 3 and Exhibits C and D of this Agreement, any changes to the Basic Services set forth in Article 3 and Exhibits C and D of this Agreement, and any services described in any Service Order issued hereunder.

## ARTICLE 2. RELATIONSHIPS OF THE PARTIES

A. Owner and Consultant: The Consultant shall be the Owner's agent in providing the Services set forth in this Agreement. The Consultant and the Owner shall perform as stated in this Agreement. The Consultant and the Owner accept the relationship of trust, confidence and good faith and fair dealing between them, which is established by this Agreement, and shall cooperate with each other in furthering the Owner's interests.

B. Owner and Design Professional: Unless otherwise specified, the Owner shall separately contract with one or more Design Professionals to provide architectural and engineering design for the Project(s).

C. Owner and Contractors: Unless otherwise specified, the Owner shall enter into a separate Construction Contract with one or more Contractors for the construction of the Project(s).

D. Relationship of the Consultant to Other Project Participants: In providing the Services described in this Agreement, the Consultant shall endeavor, on behalf of the Owner, to maintain a working relationship with the Contractor(s), Design Professional(s), and any other professional consultants retained by the Owner, including without limitation any PM and other CMs. However, nothing in this Agreement shall be construed to mean that the Consultant assumes any of the responsibilities or duties of the Contractor(s), the Design Professional(s), or any other professional consultants retained by the Owner. The Contractor is solely responsible for construction means, methods, sequence and procedures used in the construction of the Project(s); for the safety of its personnel and operations; and for performing in accordance with the Construction Contract with the Owner. The Design Professional(s) is/are solely responsible for the Project design and shall perform in accordance with the agreement between the Design Professional and the Owner. There are no third party beneficiaries of this Agreement, and no one except the parties to this Agreement may seek to enforce its terms.

E. The Consultant affirms that, to the best of its knowledge, no actual or potential conflict exists between family, business, or financial interests of the Consultant and services under this Agreement. If either interests or services under this Agreement change, then the Consultant affirms that it will raise with the Owner any question regarding any possible conflict of interest which may arise as a result of such change.

F. At its sole cost and expense, the Consultant shall give all notices and comply with all laws, ordinances, rules, regulations, and lawful orders of any public authority bearing on the performance of its work, including those relating to safety, hazardous

materials, and equal employment opportunities; obtain all permits and licenses necessary for performance of its work; pay all local, state, and federal taxes associated with its work; and pay all benefits, insurance, taxes, and contributions for Social Security and Unemployment which are measured by wages, salaries, or other remuneration paid to the Consultant's employees. Upon the Owner's request, the Consultant shall furnish evidence satisfactory to the Owner that any or all of the foregoing obligations have been fulfilled.

G. The Consultant accepts the relationship of trust and confidence established between the Owner and the Consultant by this Agreement. The Consultant represents that it is fully familiar with the statutes and regulations applicable to public school construction. The Consultant warrants that it will exercise its best professional efforts so that all of its work will conform thereto, that it will perform its services in an expeditious and economical manner, that it will exercise its best skill and judgment, and that it will cooperate with any Contractor, Design Professional or other professional consultants also employed by the Owner. Consultant agrees to, and warrants that it will, perform its work with the skill and judgment of a prudent Consultant practicing in California and in an expeditious and economical manner consistent with the interests of Owner.

### **ARTICLE 3. CONSULTANT'S BASIC SERVICES:**

Consultant's Basic Services are those described in Exhibit "C" for CM services and Exhibit "D" for PM services. Additionally, Consultant's Basic Services include all of those services attributed to it in the Responsibility Matrix applicable to the type of Project assigned. The Service Order may address Services to be provided on a particular Project in greater detail.

### **ARTICLE 4. TERM**

The term of this Agreement shall be from May 1, 2021 to April 30, 2024. In addition, this Agreement will automatically renew annually for up to two one-year extensions unless the Owner provides written notice to the Consultant at least 60 days prior to the expiration of the term or any extension thereof that the Agreement will not be renewed. In deciding whether to exercise any extension, the Owner may conduct such review as the Owner deems necessary to verify that the Consultant continues to demonstrate competence and professional qualifications necessary for the satisfactory performance of the services required. The Consultant shall cooperate with any such review by the Owner of the Consultant's ongoing qualifications.

### **ARTICLE 5. CHANGES IN THE CONSULTANT'S BASIC SERVICES AND ADDITIONAL COMPENSATION**

A. Changes in the Basic Services: The Owner, without invalidating this Agreement, may make changes in the Basic Services specified in Article 3 of this Agreement. The Consultant shall promptly notify the Owner of changes for which the Consultant seeks an increase in compensation, duration of Consultant's Basic Services, or both.



B. Additional Compensation and Changes in Duration: The Consultant shall be entitled to receive additional compensation and/or time when the scope of Basic Services is increased or extended through no fault of the Consultant, subject to approval by the District Board of Education. A written request for additional compensation shall be given by the Consultant to the Owner within thirty (30) days of the occurrence of the event giving rise to such request.

C. Changes by Amendment: Changes in the Basic Services or duration of the Agreement, and entitlement to additional compensation, shall be made by a written Amendment to this Agreement executed by the Owner and the Consultant. The Amendment shall be executed by the Owner and Consultant prior to the Consultant performing the services required by the Amendment. The Consultant shall proceed to perform the services required by the Amendment only after receiving written notice directing the Consultant to proceed.

D. Payment of Additional Compensation: The Consultant shall submit invoices for additional compensation with its invoice for Basic Services, and payment shall be made pursuant to the provisions of Article 7 of this Agreement.

## **ARTICLE 6. OWNER'S RESPONSIBILITIES**

A. The Owner shall provide to the Consultant the information in the Owner's possession regarding the Owner's requirements for the Project(s) and, if Consultant is providing PM services, for the Program.

B. The Owner shall examine information submitted by the Consultant and shall render decisions pertaining thereto promptly.

C. The Owner shall furnish legal, accounting, contract review and insurance counseling services as may be necessary for the Project and, if Consultant is providing PM services, for the Program.

D. If the Owner observes or otherwise becomes aware of any fault or defect in the Project(s) or the Consultant's services, or any nonconformity with the Construction Contract documents, the Owner shall give prompt written notice thereof to the Consultant.

E. The Owner shall furnish required information and approvals and perform its responsibilities and activities in a timely manner to facilitate orderly progress of the work in cooperation with the Consultant, consistent with this Agreement and in accordance with the planning and scheduling requirements, and budgetary restraints of the Program and the Project.

F. The Owner shall retain a Design Professional whose services, duties and responsibilities shall be described in a written agreement between the Owner and Design Professional. The services, duties and responsibilities set out in the agreement between the Owner and the Design Professional shall be compatible and consistent with this Agreement and the Construction Contract documents. The Owner shall, in its agreement with the Design Professional, require that the Design Professional perform its services in

cooperation with the Consultant, consistent with this Agreement and in accordance with the planning and scheduling requirements and budgetary restraints of the Project(s) as determined by the Owner and documented by the Consultant.

G. CM shall be given notice of any changes to the agreement between the Owner and the A-E that relate to CM or the Project. The Owner shall furnish the CM with a copy of the Owner-A-E Agreement, and any amendments thereto, that designate the contractual responsibilities of all parties.

H. The Owner shall cause any and all agreements between the Owner and the Contractor to be compatible and consistent with this Agreement. Each of the agreements shall expressly recognize the CM as the Owner's agent in providing the Construction Manager's Services specified in this Agreement.

I. At the request of the CM, the Owner, at the Owner's expense, shall furnish sufficient copies of the Construction Contract documents to the CM to permit the timely performance of the CM's services.

J. The Owner shall, in a timely manner secure, submit and pay for necessary approvals, easements, assessments, permits and charges required for the construction, use or occupancy of permanent structures or for permanent changes in existing facilities.

K. To the fullest extent practicable, the Owner, its representatives and consultants shall communicate with the Contractor(s) through the CM.

L. The Owner shall send to the CM and shall require the Design Professional(s) to send to the CM, copies of all notices and communications sent to or received by the Owner or Design Professional(s) relating to the Project(s). During the Construction Phase of the Project(s), the Owner shall require that the Contractor(s) submit all notices and communications relating to the Project(s) directly to the CM.

M. The Owner shall designate an officer, employee or other authorized representatives to act in the Owner's behalf with respect to the Project(s). The representative shall have the authority to approve changes in the scope of the Project(s) and shall be available during working hours and as often as may be required to render decisions and to furnish information in a timely manner.

N. The Owner shall fulfill its contract obligations in its contract(s) with the Design Professional(s) and the Contractor(s), including making periodic progress payments subject to all of the terms and conditions of such contract(s), after considering recommendations for such payments by the CM.

## **ARTICLE 7. COMPENSATION AND PAYMENT**

### **A. Compensation for Basic Services**

1. The Owner shall provide the Consultant a standard template for invoicing.

2. The Owner shall compensate the CM for performing the Basic Services described in Article 3, as limited by any Service Order, as follows:

a) For Design Phase (up to but not including bid and award): hourly at the rates set forth in Exhibit A.

b) For Pre-Bid work and Award, Construction and Post-Construction Phase: hourly at the rates set forth in Exhibit A, not to exceed, for any one project, twenty percent (20%) of the final construction cost for that project.

3. The Owner recognizes that certain costs and expenses associated with the Consultant's services performed are reimbursable to the Consultant. The allowed reimbursables are set forth in Exhibit B. Reimbursement shall be at the actual cost for the allowable item(s).

4. If the Consultant is a PM, then the Owner shall compensate the PM for performing Basic PM Services at the rates set forth in Exhibit A, except that the PM shall not be entitled to compensation for more than forty (40) hours per week per individual employee.

#### B. Payment

1. The Consultant will submit an invoice monthly to the Owner on a form to be provided by the Owner for the fee and any reimbursable expenses. Invoices shall be segregated by each Project where the Consultant is working on more than one Project and shall detail the Basic Services provided, delineating each employee of Consultant with the attendant time and hourly rate. In the case of PM services, invoices shall carefully delineate PM services from CM services to avoid duplicate billing and shall delineate each employee with the attendant time and hourly rate. Invoices shall itemize allowable reimbursable expenses based on the costs actually incurred during the billing period plus any incurred in previous billing periods and not yet invoiced.

2. The Owner shall review the invoice promptly, shall identify any disputed items or items for which additional information is required, and shall approve undisputed items. The Owner shall make payment to the Consultant of one hundred percent (100%) of the approved invoiced amount within thirty (30) days of the Owner's approval of the invoice.

3. Payments due to the Consultant that remain unpaid for more than sixty (60) days from the date of the Consultant's approved invoice shall bear interest at the prevailing rate.

C. Accounting Records: Records of the Consultant's personnel expense, consultant fees and direct expenses shall be maintained on the basis of generally-accepted accounting principles and shall be available for inspection by the Owner or the Owner's representative at mutually convenient times. Records shall include, but not be limited to, original timesheet records showing, by line items, the amount of time allocated to each project or task, and receipts documenting all claimed direct expenses. Records supporting all expenses and

fees invoiced to the Owner under this Agreement shall be maintained for two years after expiration of this Agreement.

D. Compensation for Additional Services: The Consultant shall be compensated and payments shall be made for performing Additional Services in the same manner as provided in Article 7 for Basic Services. There shall be an increase in the fee set out in Paragraph 7A in an amount which is mutually agreeable between the Owner and Consultant, subject to the "not to exceed" amount stated for Consultant's services in the applicable Service Order.

## **ARTICLE 8. INSURANCE AND MUTUAL INDEMNITY**

A. The Consultant shall procure and maintain insurance on all of its operations during the term of this Agreement, with reliable insurance companies, on forms acceptable to Owner, for the following minimum insurance coverages:

1. Workers' Compensation Insurance and occupational disease insurance, as required by law, and employer's liability insurance, with minimum limits of \$5,000,000; insurance may be obtained for the full limits required by a combination of underlying policies with the balance provided by an excess or umbrella liability policy covering all workplaces involved in this Agreement.
2. Commercial general liability insurance, with limits of not less than as indicated in either (1) or (2) as follows: (1) Bodily Injury Liability - \$1,000,000 each person, \$1,000,000 each occurrence; Property Damage Liability - \$1,000,000 each occurrence, \$1,000,000 aggregate; (2) A single limit for Bodily Injury Liability and Property Damage Liability Combined of \$1,000,000 each occurrence and \$1,000,000 aggregate. Insurance is to be placed with insurers approved by the State of California Department of Insurance and with a Bests' rating of no less than (A-) Level VII.
3. The insurance shall cover all operations of Consultant, including but not limited to the following: (1) premises, operations and mobile equipment liability; (2) completed operations and products liability; (3) contractual liability; (4) Independent Contractor's Contingent coverages; (5) broad form property damage liability; (6) personal injury liability endorsement; and (7) automobile bodily injury and property damage insurance, including all owned, hired and non-owned equipment.
4. All general liability policies shall name the Owner as an additional insured and shall provide that such policy is primary insurance.
5. The Consultant shall also provide Professional Liability Insurance for the Project, written on a "Claims Made Basis," with limits of liability in amounts not less than \$1,000,000, insuring the Consultant, and all persons for whose acts the Consultant may be liable, against any and all liabilities arising out of or in connection with the negligent acts, errors, or omissions of any of the foregoing in connection with the carrying out of their professional responsibilities under this Agreement. At the end of the term of this Agreement, the Consultant shall provide the Owner proof of professional liability insurance coverage for two years following expiration of the term

of this Agreement. All such professional liability policies shall include an endorsement covering the indemnification provisions of Article 8(B).

6. The Consultant also shall provide Certificates of Insurance, Additional Insured Endorsement and, immediately upon demand, full copies of the policies to the Owner within ten (10) days after receipt by Consultant of a signed version of this Agreement. The certificates and endorsements shall provide that there will be no cancellation, reduction, or modification of coverage without thirty (30) days' prior written notice to the Owner.

7. There shall be no reduction or modification of coverage of insurance required by this Agreement without the written consent of the Owner.

8. The CM, as agent of the Owner, may be named as an additional insured in any insurance policy obtained by the Owner for the Project(s) for which the CM is providing construction management services, but only to the extent that the CM faces liability due to any actively negligent act, error or omission by the Owner.

#### B. Indemnity

1. The Consultant shall, with respect to all work which is covered by or incidental to this Agreement, defend, indemnify, and hold harmless the Owner and its employees, agents and representatives (collectively the "Indemnitees") from and against any and all claims or damages asserted by firms or individuals claiming through the Consultant, and all claims, liability, loss, damage, costs, or expenses, including reasonable attorneys' fees, expert's fees, awards, fines, or judgments, arising by reason of any claim for compensation, the death or bodily injury to persons, injury to property, or other loss, damage, or expense, to the extent that any of the above are contributed to or caused by the negligent acts, errors, or omissions of the Consultant. The Consultant's duty shall include the duty to defend, as required by California Civil Code section 2778. However, the Consultant shall not be obligated under this Agreement to indemnify any Indemnitee to the extent that the damage is caused by the active or sole negligence or willful misconduct of the Indemnitee.

2. The Owner shall indemnify and hold harmless the Consultant and its employees, agents and representatives from and against any and all claims, liability, loss, damage, costs, or expenses, including reasonable attorneys' fees, expert's fees, awards, fines, or judgments to the extent that any of the above are contributed to or caused solely or intentionally by the Owner's negligent acts, errors, or omissions in the performance of its obligations under this Agreement. The Owner's duty shall include the duty to defend, as required by California Civil Code Section 2778. However, the Owner shall not be obligated under this Agreement to indemnify the Consultant to the extent that the damage is caused by the active or sole negligence or willful misconduct of the Consultant or its employees, agents, or representatives.

3. The Consultant and the Owner each agree promptly to serve notice on the other party of any claims arising hereunder, and shall cooperate in the defense of such claims.

4. The obligations of the Consultant under this Agreement are personal and not affected by the existence of any rights or obligations under any policy of insurance.

## **ARTICLE 9. TERMINATION AND SUSPENSION**

### **A. Termination**

1. This Agreement may be terminated, in whole or in part, in writing by either party in the event of substantial failure by the other party to fulfill its obligations under this Agreement through no fault of the terminating party; provided that no such termination may be effected unless the other party is given:

a) Written notification (delivered personally or by certified mail) that the other party is in material breach of the contract and specifying the breach.

b) Seven (7) calendar days to cure the breach.

c) An opportunity for consultation with the terminating party prior to the termination.

d) Termination notification (delivered by certified mail) that the breach has not been cured and providing an additional five (5) calendar days for the effective date of the termination.

2. In addition to the foregoing right to terminate for cause, the Owner has the absolute right to terminate this Agreement or any Service Order issued hereunder without cause, for any reason whatsoever, upon thirty (30) days written notice (delivered by certified mail) to the Consultant. In the event of notice of such termination, the Consultant shall take reasonable measures to mitigate termination expenses.

3. If termination pursuant to Subparagraph 9.A.1 is effected by the Owner, the Consultant will be paid for work actually performed, less any costs or expenses reasonably incurred by the Owner as a result of the breach or termination. If termination pursuant to Section 9.A.1 is effected by the Consultant, or if termination pursuant to Section 9.A.2 is effected by the Owner, then the Consultant shall be entitled to an equitable adjustment in compensation. The equitable adjustment for any termination shall provide for payment of the Consultant for services rendered and expenses incurred prior to the termination. In addition, termination expenses reasonably incurred by the Consultant shall be paid. Termination expenses are defined as those expenses arising prior, during and subsequent to termination that are directly attributable to the termination.

4. Upon receipt of a termination notice pursuant to either Section 9.A.1 or 9.A.2, the Consultant shall (i) promptly discontinue all services affected (unless the notice directs otherwise), and (ii) deliver or otherwise make available to the Owner all data, documents, procedures, reports, estimates, summaries, and such other information and materials as may have been accumulated by the Consultant in performing this Agreement, whether completed or in process.

5. If, after termination of the Consultant under Section 9.A.1, it is determined that the Consultant was not in material breach of this Agreement, then the termination shall be deemed to have been effected under Section 9.A.2. In such event, adjustment for the compensation provided for in this Agreement shall be made as provided in Section 9.A.3 for termination under Section 9.A.2.

## B. Suspension

1. The Owner may order the Consultant in writing to suspend all or any part of the Consultant's Services for the convenience of the Owner or for work stoppage beyond the control of the Owner or the Consultant.

2. In the event the CM's Services for a Project are suspended, the Owner shall reimburse the CM for all of the costs of its construction staff, assigned Project home office staff and other costs as provided for by this Agreement for the first thirty (30) days of such suspension. The CM shall reduce the size of its staff for the remainder of the suspension period as directed by the Owner and, during such period, the Owner shall reimburse the CM for all of the costs of the staff continuing their assignment to the Project. Upon cessation of the suspension, the CM shall restore the construction site staff and home office staff to its former size within thirty (30) days of notification from the Owner. Persons assigned to another project during such suspension periods and not available to return to the Project upon cessation of the suspension shall be replaced.

## ARTICLE 10. DISPUTE RESOLUTION

A. Mediation. The parties agree that all claims, disputes or controversies between the parties arising out of or relating to this agreement, or breach thereof, ("Claim") shall initially be submitted to non-binding mediation before a mediator mutually agreed upon by the parties. In the event the parties are unable to agree upon the identity of the mediator within fifteen (15) days from the date that either party submits a written request to mediate a Claim, the mediator shall be selected and the mediation administered under the Construction Mediation Rules of the American Arbitration Association. The costs and fees of the mediator shall be paid equally by the parties. The parties shall negotiate in good faith in an effort to reach an agreement with respect to the Claim. Neither party shall commence or pursue arbitration or litigation until the completion of mediation proceedings.

B. Arbitration. Except as otherwise stated herein, if a Claim remains unresolved after mediation, then, pursuant to Public Contract Code sections 22200 *et seq.*, the Claim shall be decided by binding arbitration in accordance with Public Contract Code sections 10240-

10245.4, and the implementing regulations contained in Title 1 of the California Code of Regulations then in effect. The hearing in any arbitration under this provision shall be held in the Sacramento County. In the event of any dispute between the Owner and the Design Professional and/or the Construction Contractor that also involves claims related to the Consultant, Consultant agrees to participate in the same claims resolution proceedings as those involving the Owner and the Design Professional and/or the Construction Contractor.

## **ARTICLE 11. FINGERPRINTING**

A. Education Code Section 45125.1 shall apply to this Agreement. The Owner's administrator initiating and/or responsible for this Agreement shall, pursuant to section 45125.1 and the Owner's policy and guidelines, determine whether fingerprinting is required of CM and/or its employees. Once such determination is made, the administrator shall verify his/her determination on the signature page of this Agreement. If the Administrator concludes fingerprinting is required, the following shall apply:

The CM shall, prior to commencement of work pursuant to this Agreement, require any person affiliated with the CM (or, in appropriate cases, him or herself) to be fingerprinted by the Department of Justice (DOJ) if that person will have unsupervised access to school campuses. Upon verification from DOJ that those persons fingerprinted have no record of a serious or violent felony, the CM will so certify by signing and submitting the CM Certification attached as Exhibit E and incorporated by reference. In addition, the CM shall submit the names of those persons who have received clearance and are authorized to have unsupervised access to school campuses on a form as indicated in Exhibit F. Any person whose name is not on the cleared list may not have such access. In that case, the CM must make arrangements with the Owner for appropriate access. No person with a violent or serious felony as reported by DOJ may have access to the school campuses.

B. Failure to comply with this provision, or permitting unsupervised access by an employee whose name has not been cleared by DOJ as certified by the CM, shall constitute grounds for termination of this Agreement.

## **ARTICLE 12. Not Used.**

## **ARTICLE 13. ADDITIONAL PROVISIONS**

A. Confidentiality: The Consultant shall not disclose or permit the disclosure of any information designated by the Owner as confidential, except to its agents, employees and other consultants who need such confidential information in order to properly perform their duties relative to this Agreement.

B. Limitations and Assignment

1. The Owner and the Consultant each binds itself and its successors, assigns and legal representatives to the terms of this Agreement.



2. Neither the Owner nor the Consultant shall assign or transfer its interest in this Agreement without the written consent of the other, except that the Consultant may assign accounts receivable to a commercial bank for securing loans without approval of the Owner.

C. Governing Law: Unless otherwise provided, this Agreement shall be governed by the laws of the State of California.

D. Extent of Agreement: This Agreement, including its Exhibits which are made a part of the Agreement and incorporated in full herein, represents the entire and integrated agreement between the Owner and the Consultant and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and the Consultant, by officials having authority equal to or greater than that of the officials signing this Agreement. Nothing contained in this Agreement is intended to benefit any third party. There are no intended third party beneficiaries of this Agreement.

E. Severability: If any provision of this Agreement is determined by a proper court to be invalid, illegal or unenforceable, such invalidity, illegality or unenforceability shall not affect the other provisions of this Agreement, and this Agreement shall remain in full force and effect without such invalid, illegal or unenforceable provision(s) provided that the severance of such provision(s) does not result in a material failure of consideration under this Agreement to either Consultant or the Owner.

F. Meaning of Terms: References made in the singular shall include the plural and the masculine shall include the feminine or the neuter.

G. Notices: All Notices required by this Agreement or other communications to either party by the other shall be deemed given when made in writing and deposited in the United States Mail, first class, postage prepaid, addressed as follows:

To the Owner:

**Kent Kern, Superintendent**  
San Juan Unified School District  
3738 Walnut Ave  
Carmichael, CA 95608

With Copies to:

**Frank Camarda, Assistant Superintendent of Facilities & Transportation**  
**Nicholas Arps, Director Facilities, Construction & Modernization**  
San Juan Unified School District  
3738 Walnut Ave.  
Carmichael, CA 95608

To the Consultant:

This Agreement is executed as of the day and year first written above.

SAN JUAN UNIFIED SCHOOL  
DISTRICT:

[Consultant]

\_\_\_\_\_  
By Nicholas Arps  
Director Facilities, Construction &  
Modernization

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

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
By Frank Camarda  
Assistant Superintendent of Facilities  
& Transportation

\_\_\_\_\_  
Title

**Department of Justice (DOJ) Fingerprinting:**

**Required**

**X**

**Not Required**

**Exhibit A**

**Contract Agreement**

**Between**

**San Juan Unified School District**

**And**



**For**

**Professional Services**

**SCHEDULE OF RATES FOR PERSONNEL COSTS**

Construction Management Services:

<b>Position</b>	<b>Limits</b>	<b>Cost per hour</b>
Project Director	Limited 1 per Program	\$
Sr. Project Manager	Limited 1 per Program	\$
Project Manager	Limited 1 per Project	\$
Constructability Reviewer	1 per Discipline per Project	\$
Scheduler	Limited 1 per Project	\$
Construction Manager	Limited 1 per Project	\$
Field Engineer	Limited 1 per Project	\$
Estimator	1 per Discipline per Project	\$
Field Coordinator	Limited 1 per Project	\$
Contract Administrator	Limited 1 per Project	\$
Clerical/Admin.	Limited 1 per Project	\$

Program Management Services:

<b>Position</b>	<b>Limits</b>	<b>Cost per hour</b>
Program Manager	Limited 1 per Program	\$
Scheduler	Limited 1 per Program	\$
Estimator/Field Assessor	Limited 1 per Program	\$
Graphic Designer	Limited 1 per Program	\$
Clerical/Admin.	Limited 1 per Program	\$

**Exhibit B**

**Contract Agreement**  
**Between**  
**San Juan Unified School District**

**And**




**For**  
**Professional Services**

**ALLOWABLE REIMBURSABLE EXPENSES**

Consultant will be reimbursed for reasonable expenses incurred in conjunction with the Project. The items allowable for reimbursement are as follows:

1. Cost of postage, UPS, Federal Express, and other deliveries.
2. Cost of reproduction of plans and specifications and other miscellaneous printing.
3. Mileage reimbursement for travel between Project job sites.
4. Cost of other items as required, with prior written approval from Owner.

**Exhibit C1**  
**Contract Agreement**  
**Between**  
**San Juan Unified School District**  
**And**  
  
**For**  
**Professional Services**  
**CONSTRUCTION MANAGER'S BASIC SERVICES**  
**For Design Build Delivery Method**

For each Project, the CM may perform the Basic Services described in this Exhibit C1, subject to modification in a Service Order. It is not required that the Basic Services be performed in the sequence in which they are described.

**I. Pre-Design Phase**

A. Project Management

1. Design Builder Selection: The CM shall assist the Owner with the selection of the Design Builder by preparing the RFQ and RFP and participating in the review of the RFQ/P responses and interviews.
2. Project Scope: The CM shall assist the Owner, the Owner's consultants and the Design Builder in developing the scope of the Project.

B. Cost Management

3. Project Budget and Construction Budget: In consultation with the Owner, and the Design Builder, the CM shall, based on information provided by the Owner for the work required, prepare a Project Budget and a Construction Budget with supporting data, including data from the Design Builder. Each budget shall include the sum of the estimated costs, the costs of any items identified by the CM or the Owner as required for the overall administration of the Project beyond those accounted for in the construction contract cost, the clarifications and assumptions upon which the budget is based, reasonable contingencies and the CM's compensation. The CM shall review the budgets with the Owner and the CM shall submit the budgets to the Owner for acceptance. The budgets shall be revised as directed by the Owner.

C. Time Management

1. Project Schedule: The CM, in consultation with the Owner, the Design Builder and the Owner's consultants, shall prepare the initial Project Schedule. The Design Builder shall coordinate and integrate the initial Project Schedule with its services and the services and activities of the Owner, CM requirements of governmental entities and anticipated construction schedule. The Design Builder and the CM shall review the Project Schedule with the Owner, and others designated by the Owner and shall submit the Project Schedule to the Owner for acceptance. The Project Schedule shall be revised as directed by the Owner.

## II. Design Phase

### A. Project Management

1. CM Design Reviews: The CM shall review the design documents for clarity, internal consistency, constructability, coordination and consistency with the Scope of the Project related to the Criteria Documents and provide comments. The CM's actions in reviewing the design documents and in making recommendations as provided herein are advisory only to the Owner.
2. Owner's Design Reviews: The CM shall assist in expediting the Owner's design reviews by compiling and conveying the Owner's comments to the Design Builder.
3. Design Phase Information: The CM shall coordinate and expedite the flow of information between the Owner, the Design Builder and others.
4. Project Meetings: The CM, the Owner, and others shall attend regular project meetings conducted by the Design Builder or the CM. Such meetings shall serve as a forum for the exchange of information concerning the Project and review of design progress. The Design Builder or the CM shall prepare and distribute minutes of these meetings to the CM, Owner and others, as agreed to by the Owner.
5. Approvals by Regulatory Agencies: The CM shall coordinate transmittal of documents to regulatory agencies for review and shall advise the Owner of potential problems in completion of such reviews.

- B. Front-End Documents: The CM shall assist the Owner in the preparation of project-specific front end documents for the Construction Contract, using the standard Division 0 and Division 1 front end and Construction Administrative Procedures Manual documents provided by the Owner.
- C. Consultants: The CM, shall assist the Owner in selecting, retaining and coordinating the professional services of testing laboratories and special consultants as needed.
- D. Project Funding: The CM shall assist the Owner in preparing documents concerning the Project Budget and Construction Budget for use in obtaining or reporting on project funding. The documents shall be prepared in a form approved by the Owner.

E. Cost Management

1. Project Budget and Construction Budget Updates and Revisions: As design proceeds, the CM shall make periodic reviews of the Project Budget and the Construction Budget and make recommendations to the Owner on the impact of design changes that may result in revisions to the Project Budget, Construction Budget and/or established project strategy.
2. Cost Control and Estimating: Following fully coordinated submittals of design drawings and specifications from the Design Builder, the CM shall prepare an estimate of the Project Construction Cost.
  - a) The estimate for each submittal shall be accompanied by a report to the Owner and Design Builder identifying variances from the Project Budget and Construction Budget. The CM shall coordinate and assist in expediting the activities of the Owner and Design Builder when changes to the design are required to remain within the Project Budget and Construction Budget.

F. Time Management

1. The CM shall monitor and distribute updates to the Project Schedule provided by the Design Builder as design proceeds. If the Project Schedule indicates that milestone dates contained in prior Project Schedules will not be met, the CM shall notify and make recommendations to the Owner and Design Builder.

**III. Bid and Award Phase**

A. Project Management

1. Information to Bidders: The CM shall develop and coordinate procedures to provide answers to the Design Builder's questions.
2. Bid Opening and Recommendations: The CM shall assist the Owner in reviewing the GMP Binder provided by the Design Builder and review all Design Builder's self-performing bids.
3. Post bid Conference: The CM shall conduct a post-bid conference with the Design Builder to review contract award procedures, schedules, project staffing and other pertinent issues.
4. Construction Contracts: The CM shall assist the Owner in the assembly, delivery and execution of the Design Builder Agreement and GMP Amendment(s). The CM shall issue to the Design Builder the notice of award and the notice to proceed provided by the Owner.
5. Pre-Construction Conference: In consultation with the Owner and Design Builder, the CM shall conduct a pre-construction conference during which the CM shall review the Project organization, communication protocols, badging, security, responsibilities and

other general project procedures.

6. Permits, Insurance and Labor Affidavits: The CM shall assist the Owner in verifying that the Design Builder has secured the bonds, insurance, labor affidavits and other requirements of the Contract Documents.

B. Cost Management

1. Analyzing Bids: Upon receipt of the bids, the CM shall evaluate the bids, including bid alternates and unit prices, and shall make a recommendation to the Owner in regard to the award of the Construction Contract.
2. Project Cost Reports: The CM shall prepare (if required by the District) and distribute project cost reports during the bid and award phase. The reports shall specify actual award prices and construction costs for the Project compared to the Project Budget and the Construction Budget.
3. Cash Flow Reports: The CM shall prepare and distribute cash flow reports on a quarterly basis during all phases of the project. The reports shall be based on actual award prices and construction costs for the Project, as may be modified by change order, and the reports shall specify actual expenditures and projected cash flow.

C. Time Management

1. Schedule Maintenance Reports: The CM shall prepare and distribute schedule update reports that shall summarize the anticipated impact of current schedule.

**IV. Construction Phase**

The CM is the Owner's designated agent engaged to perform all functions delegated to the District Representative in the Construction Contract and Construction Administrative Procedures Manual, including, without limitation, those functions set forth below in this Article IV of Exhibit C1 to this Agreement. The CM will be the Design Builder's primary contact during construction. The CM shall be fully familiar with the Construction Contract documents, including, without limitation, the Division 0 and Division 1 specifications and the Construction Administrative Procedures Manual. The CM shall perform all of its construction phase services consistent with the provisions of the Construction Contract and Construction Administrative Procedures Manual and in a timely fashion so as to ensure compliance with any of the contract obligations of the Owner and/or the Owner's other agents within the timelines required in the Contract Documents.

A. Project Management

1. On-Site Management and Construction Phase Communication Procedures: The CM shall provide contract administration as an agent of the Owner and establish and implement coordination and communication procedures among the CM, Owner, Project Inspector and Design Builder. The CM shall review Design-Builder's monthly reports and provide feedback to the Owner. The CM shall provide quarterly written reports to the Owner on the progress of construction.



2. Construction Administration Procedures: The CM shall implement the Owner's procedures for expediting and processing requests for information, submittals, substitutions, construction contract schedule adjustments, requests for proposals, proposed change orders, change orders, construction change directives, and payment requests and for the maintenance of logs for tracking all relevant information related to the above. The CM shall maintain, or monitor the completion by others, required daily job reports containing a record of weather, construction contractors working on site, number of workers, work accomplished, problems encountered and other similar relevant data as the Owner may reasonably require. As the Owner's representative at the construction site, the CM shall be the party to whom requests for information, submittals, substitutions, Design Builder schedule adjustments, change order requests, proposed change orders and payment applications shall be submitted.
3. Project Site Meetings: The CM shall conduct weekly coordination meetings at the Project site with the Design Builder's supervisory personnel, subcontractor personnel as appropriate, the Commissioning Consultants, Owner and the Criteria Architect as appropriate. The CM shall record, transcribe and distribute minutes to all attendees, the Owner and Design Builder.
4. Coordination of Other Independent Consultants: Technical inspection, Commissioning and testing provided by others shall be coordinated by the CM. The CM shall be provided a copy of all inspection and testing reports on the day of the inspection or test or within a reasonable time period. The CM is not responsible for providing, nor does the CM control, the actual performance of technical inspection and testing. The CM is performing a coordination function and is not acting in a manner so as to assume responsibility or liability, in whole or in part, for any part of such inspection and testing.
5. Review of Requests for Changes to the Contract Time and/or Sum: The CM shall review the contents of requests for changes to the construction contract time or construction contract sum submitted by the Design Builder, assemble information concerning the request and endeavor to determine the cause of the requests and make recommendations to the Owner with respect to acceptance of the requests. The CM will implement the Owner's decisions regarding all requests for changes to the construction contract time and/or construction contract sum. All changes to the construction time and/or sum shall be only by written change order or proposed change order signed by the Owner, or by construction change directive executed by either the Owner or the CM stating that the extra work or change is authorized. See *also* Article IV.B.1 below of this Exhibit C1.
6. Record Documents, Operation and Maintenance Materials, Project Close-Out Documents: The CM shall receive from the Design Builder as-built record documents, operation and maintenance manuals ("O&M Manuals"), warranties and guarantees for materials and equipment installed on the Project, and all other close-out documents required by the Construction Contract and Construction Administrative Procedures Manual; shall review such documents for completeness; shall submit the as-built record documents and O&M Manuals to A-E and, if required, to the Owner's inspector(s) for review and approval of O&M Manuals and the creation of formal as-

built record documents, including in electronic format; shall receive the record documents and O&M Manuals from the A-E and shall submit such documents, as well as all other close-out documents required by the construction contract documents, to the Owner.

7. Completion:

a) Within five (5) calendar days of receipt of the Design Builder's request for punch list inspection, the CM, in consultation with the Owner's inspectors, shall make a punch list inspection, or inform the Design Builder that the work is not ready for punch list inspection. After the punch list inspection has been performed, the CM, in consultation with the Owner's inspectors, shall prepare a written punch list notifying the Design Builder in of any deficiencies to be remedied prior to final acceptance.

b) Pursuant to the Construction Contract, the Design Builder may request final payment when the Design Builder determines that all of the work on the Project is complete and contends either that all items on the punch list have been satisfied or that such items are not required by the Construction Contract Documents. In consultation with the Owner's inspectors, the CM shall review the Design Builder's request for final completion/final payment and shall recommend to the Owner when the Project and the Design Builder's work have achieved final completion, including, without limitation, when all close-out documents required by the Construction Contract and Construction Administrative Procedures Manual for final payment have been submitted. The CM shall, prior to recommending that the Project is complete, compile a list of incomplete work which does not conform to the Contract Documents based on input from the the Owner's inspectors.

c) After the Design Builder has completed all work on the Project, the Owner will formally accept the work. Immediately upon acceptance of the work, the CM shall prepare the Notice of Completion documents for the Owner's signature. The CM shall ensure that the Notice of Completion is recorded no later than ten (10) days following either formal acceptance of the work or such earlier date of completion of the work, as "completion" is defined in Civil Code section 9200.

8. Final Payment: In consultation with the Owner's inspector, and in accordance with the Construction Contract, the CM shall provide to the Owner a written recommendation regarding final payment to the Design Builder and process the final payment process as follows:

a) Upon receipt of the close-out documents required for final payment and the Design Builder's final payment application, and upon verification that all of the Construction Contract work is complete, including all punch list items, and formal acceptance of the work, the CM shall either (i) recommend to the Owner that the payment application be accepted, which recommendation shall be made within five (5) business days of receipt of the Design Builder's final payment application, or (ii) send a notice to the Design Builder rejecting the payment application, stating the basis therefor, and submitting a written estimate of the sum due to the Design Builder, which

written estimate shall be provided to the Design Builder, and copied to the Owner, within twenty (20) calendar days of the CM's receipt of the Design Builder's final payment application. The CM's written estimate shall take into account the contract sum, as adjusted by any contingency draws, change orders; amounts already paid; and sums to be retained for incomplete work, liquidated damages and for any other cause under the Construction Contract documents.

b) If the CM recommends acceptance of the Design Builder's final payment application, the CM shall promptly assemble all required close-out documents and forward the same to the Owner for final acceptance and payment. If the CM rejects the Design Builder's final payment application, the CM shall forward to the Owner the required close-out documents, together with the CM's final estimate of sums due to the Design Builder, at the earlier of (i) when a claim is received from the Design Builder pursuant to the Construction Contract, or (ii) thirty-one (31) calendar days after the date of the CM's written estimate.

9. Claims: The CM shall assist the Owner in the review, evaluation and documentation of claims by the Design Builder. The CM also shall assist the Owner throughout construction in reviewing and responding to Design Builder regarding skilled and trained workforce reports and, to the extent necessary, plans in response to a participation shortfall.

## B. Cost Management

1. Change Order Control: The CM shall establish and implement a control system for changes consistent with the Owner's change procedures in the Construction Contract and the Construction Administrative Procedures Manual. All changes to the Construction Contract shall be implemented through written orders or directives prepared and issued by the CM.

a) Owner Initiated Changes: All proposed change orders initiated by or on behalf of the Owner shall first be described in detail by the CM, in a request for proposal to the Design Builder. The CM shall maintain a log of requests for proposals issued and shall sequentially number and date each request for proposal. In response to the request for proposal, the Design Builder shall submit a proposed change order to the CM with detailed information concerning the cost and time adjustments, if any, as may be necessary to perform the proposed changed work. The CM shall discuss the proposed change order with the Design Builder and endeavor to determine the Design Builder's basis of the cost and time impacts of performing the work. Prior to the Owner's execution of change orders, the CM shall make recommendations to the Owner of whether the CM believes the change in the work is in the best interest of the Project. If it is determined that the change is in the best interest of the Project and the Contractor's quotation is acceptable, the CM shall prepare and issue a construction change directive or a change order, including obtaining all required signatures. If, in consultation with the Owner, the CM believes the change is in the best interest of the Project but is unable to come to agreement with the Design Builder as to the time and cost impact, or if time does not permit processing a change order prior to

implementation of the change, the CM shall prepare and issue a construction change directive, including obtaining all necessary signatures, directing the Design Builder to proceed with the change.

- b) Design Builder Initiated Changes: Should the Design Builder believe that conditions have changed or that it has been directed to do additional work requiring a change in time or cost, the Design Builder may submit to the CM a proposed change order delineating the changed conditions along with the cost and/or time impact. The CM will review the proposed change order and either agree with the asserted change, send the proposed change order back to the Design Builder for correction or additional documentation, or reject it. If the CM agrees with the asserted change, then the CM shall proceed with authorizing the Design Builder to perform the changed work pursuant to the procedures for Owner initiated changes described above and in the Construction Contract and Construction Administrative Procedures Manual.
- c) DSA approval may be required for changed work. The CM will review proposed changes with the Project Inspector to determine whether DSA approval is required. If DSA approval is required, then the CM will direct the Design Builder how to proceed after the CM receives appropriate direction from DSA. The CM is not responsible for processing the requests to DSA for approval but is responsible for processing the change order or directive to the Design Builder with all appropriate documentation and any required approvals.
- d) The CM shall verify that changed work and adjustments of time, if any, required by approved construction change directives or change orders have been incorporated into the Design Builder's construction schedule.
2. Cost Records: In instances when the work described in a request for a proposal, construction change directive or change order is performed on a time and material basis, the CM shall obtain on a daily basis from the Design Builder Daily Extra Work Reports recording the labor for each day work is performed pursuant to such proposed change order, construction change directive, or change order. The CM shall review and sign each Daily Extra Work report confirming, in consultation with the Owner's inspector if necessary, that the labor in fact was spent for the change. Additionally, the CM shall obtain from the Design Builder on a daily basis, an itemized accounting, together with appropriate invoices and other supporting records, showing the cost of payroll, materials and equipment and the amount of payments to subcontractors incurred by the Design Builder in performing the work. On a monthly basis, the CM shall obtain from the Design Builder with the accompanying progress payment request a reconciliation for all work performed on a time and material basis during the period of the progress payment. The CM shall obtain from the Design Builder a final reconciliation within thirty (30) days after the changed work is completed, which reconciliation shall recap all costs and appropriate markups for the period.
3. Progress Payments: In consultation with the Criteria Architect, inspector, the CM shall review the payment applications submitted by the Design Builder and determine whether the amount requested reflects the progress of the Design Builder's work. The

CM shall review the Design Builder's schedule of values; shall, in consultation with the Owner's inspector and the Contractor, make appropriate adjustments to each payment application; shall confirm that all waivers, schedule updates, payroll and other documentation required by the Construction Contract and Construction Administrative Procedures Manual have been submitted by the Design Builder; and, upon confirming the amount due and that all required documents have been submitted, shall prepare and forward to the Owner a progress payment report. The report shall state the total Construction Contract price, payments to date, current payment requested, amounts to be withheld and the basis therefore, retainage, and actual amounts owed for the current period.

4. Project and Construction Budget Revision: The CM shall make recommendations to the Owner on the impact of construction changes that may result in revision to the Project Budget and Construction Budget.
5. Cash Flow Monitoring: The CM shall review cash flow during the construction phase and notify Owner of any concerns raised by comparing actual cash flow to projected cash flow.

C. Time Management

1. Design Builder's Construction Schedule; Project Schedule Update: The CM shall review the Design Builder's construction schedule and shall verify that the schedule is prepared in accordance with the requirements of the Construction Contract documents and that it establishes a completion date(s) that complies with the requirements of the Construction Contract documents. The CM shall adjust and update the Project Schedule based on the Design Builder's construction schedule and shall distribute copies of the updated Project Schedule to the Owner.
2. Construction Schedule Updates: The CM shall, on a monthly basis, review the Design Builder's schedule updates required to be submitted with its progress payment applications; verify that the schedule update is prepared in accordance with the Construction Contract documents; evaluate the percentage complete for each activity as indicated in the Design Builder's schedule; and review such percentages with the Design Builder. The CM shall, on a weekly basis, review the Design Builder's weekly short interval schedules to verify that they are prepared in accordance with the requirements of the Construction Contract documents and that they accurately reflect the status of the Project. The CM shall review any other revisions to the construction schedule submitted by the Design Builder pursuant to the Construction Contract documents to determine whether the requested changes to the approved construction contract schedule are acceptable.
3. Construction Schedule Reports: The CM shall prepare and distribute to the Owner on a monthly basis a construction schedule report. The report shall indicate the actual progress compared to scheduled progress. The CM shall advise and make recommendations to the Owner concerning the alternative courses of action that the Owner may take in its efforts to achieve contract compliance by the Design Builder. The CM shall update the Project Schedule based on the CM's evaluation of the

information received from the Design Builder.

4. CM Review of Time Extension Requests: The CM shall review schedule fragments submitted by the Design Builder for time extension requests. Prior to the issuance of change orders or written directives, the CM shall advise the Owner as to the effect on the Project Schedule of time extensions requested by the Design Builder and validity of the requests.
5. Recovery Schedules: The CM shall review recovery schedules submitted by the Design Builder for compliance with the Construction Contract documents, the approved construction contract schedule and/or the Construction Contract completion date.

D. Management Information System (MIS)

In addition to the other reports described above to be provided during the construction phase, the CM shall prepare and distribute the following:

1. Change Order Reports: The CM shall periodically prepare and distribute Change Order Reports during the construction phase. The Report shall list all owner-approved construction change directives and change orders by number, a brief description of the change order Work, the cost established in the change order time impacts, if any, and percent of completion of the change order work.
2. Design Builder's Safety Program Report: The CM shall verify that safety programs are submitted to the Owner by the Design Builder, as required by the Construction Contract documents. The CM shall not be responsible for or have any liability in whole or in part for Design Builder implementation of or compliance with Design Builder safety programs, safety laws and/or regulations, nor shall the CM be responsible for the adequacy or completeness of Design Builder safety programs or the Design Builder's compliance and performance thereof. The CM has no responsibility for review of safety programs.

- E. General Conditions: The CM shall assist the Owner in procuring any general condition items for the overall administration of the Project beyond those provided by the Design Builder. The CM shall identify for the Owner those items believed to be necessary and the costs of them.

**V. Post-Construction Phase**

A. Project Management

1. Record Documents: The CM shall coordinate and expedite submittals of Information from the Design Builder for as-built record drawings and specification preparation and shall coordinate and expedite the transmittal of record documents to the Owner.
2. Organize and Index Operation & Maintenance Materials: Prior to final completion of the Project, the CM shall compile manufacturers' operations and maintenance

manuals, warranties and guarantees as received from the Design Builder, and submit such documents to the Owner.

3. Close-Out Documents: The CM shall obtain, compile and submit to the Owner all required close-out documents, including those required before and after final payment, and those required for DSA certification, as set forth in the Construction Contract and the Construction Administrative Procedures Manual.

B. Cost Management

1. After final payment, the CM shall prepare and distribute to the Owner a final cost report comparing actual construction costs to the Project Budget and Construction Budget, explaining any variances between the actual and budgeted costs.


C. Time Management

1. After Project close-out, the CM shall prepare and distribute to the Owner a final update to the Project Schedule, with an accompanying schedule report, setting forth the actual completion of the Project and the reasons therefore.

## VI. **Additional Services**

At the request of the Owner, the CM shall perform Additional Services and the CM shall be compensated for same as provided in Article 7 of this Agreement. The CM shall perform Additional Services only after the Owner and CM have executed a written Amendment to this Agreement providing for such services. Additional services may include:

- A. Performance of technical inspection and testing.
- B. Consultation regarding replacement of work damaged by fire or other cause during construction and furnishing services in connection with the replacement of such work.
- C. Services made necessary by the default of the Design Builder.
- D. Preparation for and serving as a witness in connection with any public or private hearing or arbitration, mediation or legal proceeding.

**Exhibit C2**  
**Contract Agreement**  
**Between**  
**San Juan Unified School District**  
**And**  
  
**For**  
**Professional Services**  
**CONSTRUCTION MANAGER'S BASIC SERVICES**  
**For Lease Leaseback Delivery Method**

For each Project, the CM may perform the Basic Services described in this Exhibit C2, subject to modification in a Service Order. It is not required that the Basic Services be performed in the sequence in which they are described.

**I. Pre-Design Phase**

**A. Project Management**

1. Design Professional Orientation: The CM shall assist the Owner and the Owner's consultants in conducting a Design Professional orientation session during which the Design Professional shall receive information regarding the Project, schedule, costs, administrative and other project parameters and requirements.
2. LLB Selection: The CM shall assist the Owner with the selection of the LLB Entity by preparing the RFP and participating in the review of the RFP responses and interviews.
3. Project Scope: The CM shall assist the Owner, the Owner's consultants and the Design Professional in developing the scope of the Project.

**B. Cost Management**

1. Project Budget and Construction Budget: In consultation with the Owner, the LLB Entity, and the Design Professionals, the CM shall, based on information provided by the Owner for the work required, prepare a Project Budget and a Construction Budget with supporting data, including data from the LLB Entity. Each budget shall include



the sum of the estimated costs, the costs of any items identified by the CM or the Owner as required for the overall administration of the Project beyond those accounted for in the construction contract cost, the clarifications and assumptions upon which the budget is based, reasonable contingencies and the CM's compensation. The CM shall review the budgets with the Owner and Design Professional and the CM shall submit the budgets to the Owner for acceptance. The budgets shall be revised as directed by the Owner.

C. Time Management

1. Project Schedule: The CM, in consultation with the Owner, the LLB Entity and the Owner's consultants, shall prepare the initial Project Schedule. The LLB Entity shall coordinate and integrate the initial Project Schedule with its services and the services and activities of the Owner, CM, Design Professional, requirements of governmental entities and anticipated construction schedule. The LLB and the CM shall review the Project Schedule with the Owner, the Design Professional and others designated by the Owner and shall submit the Project Schedule to the Owner for acceptance. The Project Schedule shall be revised as directed by the Owner.

**II. Design Phase**

A. Project Management

1. Review of Design Documents & Design Recommendations: If requested by the Owner, following the fully coordinated submittal required by the A-E contract, the CM shall review the design documents for clarity, internal consistency, constructability, coordination and consistency with the scope of the Project. In addition, the CM shall promptly report to the Owner and the Design Professional any errors or omissions that it discovers in the design documents. At the direction of the Owner only, this review may be completed by a third party or separate consultant and reimbursed by the Owner.
  - a) The results of the review shall be provided to the Owner in writing and as notations on the documents. The CM shall also make recommendations to the Owner with respect to constructability, construction cost, sequence of construction, construction duration and separation of the contracts for various projects into categories of the work. By performing the reviews described herein, the CM is not acting in a manner so as to assume responsibility or liability, in whole or in part, for all or any part of the Project design and design documents. The CM's actions in reviewing the Project design and design documents and in making recommendations as provided herein are advisory only to the Owner. The Design Professional is not a third party beneficiary of the CM's work described in this paragraph, and the Design Professional remains solely responsible for the contents of design drawings and design documents.
  - b) Owner's Design Reviews: The CM shall assist in expediting the Owner's design reviews by compiling and conveying the Owner's comments to the Design Professional and the LLB Entity.

2. Design Phase Information: The CM shall coordinate and expedite the flow of information between the Owner, Design Professional, the LLB Entity and others.
  3. Project Meetings: The CM, the Owner, the Design Professional and others shall attend regular project meetings conducted by the LLB Entity or the CM. Such meetings shall serve as a forum for the exchange of information concerning the Project and review of design progress. The LLB Entity or the CM shall prepare and distribute minutes of these meetings to the CM, Owner, Design Professional and others, as agreed to by the Owner.
  4. Approvals by Regulatory Agencies: The CM shall coordinate transmittal of documents to regulatory agencies for review and shall advise the Owner of potential problems in completion of such reviews.
- B. Front-End Documents: The CM shall assist the Owner in the preparation of project-specific front end and Construction Administrative Procedures Manual documents for the Construction Contract, using the standard Division 0 and Division 1 front end documents provided by the Owner.
- C. Consultants: The CM, in consultation with the Design Professional, shall assist the Owner in selecting, retaining and coordinating the professional services of testing laboratories and special consultants as needed.
- D. Project Funding: The CM shall assist the Owner in preparing documents concerning the Project Budget and Construction Budget for use in obtaining or reporting on project funding. The documents shall be prepared in a form approved by the Owner.
- E. Cost Management
1. Project Budget and Construction Budget Updates and Revisions: As design proceeds, the CM shall make periodic reviews of the Project Budget and the Construction Budget and make recommendations to the Owner on the impact of design changes that may result in revisions to the Project Budget, Construction Budget and/or established project strategy based on the construction estimates provided by the LLB Entity.
  2. Cost Control and Estimating: Following fully coordinated submittals of design drawings and specifications from the Design Professional, and if requested by the District, the CM shall prepare an estimate of the Project Construction Cost.
    - a) The estimate for each submittal shall be accompanied by a report to the Owner and Design Professional identifying variances from the Project Budget and Construction Budget. The CM shall coordinate and assist in expediting the activities of the Owner and Design Professional when changes to the design are required to remain within the Project Budget and Construction Budget.
    - b) The CM shall conduct a meeting to reconcile the estimates prepared by the Design team and the LLB Entity and review the variances.

F. Time Management

1. The CM shall monitor and distribute updates to the Project Schedule provided by the LLB Entity as design proceeds. If the Project Schedule indicates that milestone dates contained in prior Project Schedules will not be met, the CM shall notify and make recommendations to the Owner, LLB Entity and Design Professional.

III. **Bid and Award Phase**

A. Project Management

1. Information to Bidders: The CM shall develop and coordinate procedures to provide answers to the LLB Entity's questions.
2. Addenda: The CM shall receive from the Design Professional a copy of all Addenda. The CM shall review Addenda for clarity and consistency. The CM shall distribute a copy of all Addenda to the LLB Entity receiving documents. By performing the reviews and distributions described herein, the CM is not acting in a manner so as to assume responsibility or liability, in whole or in part, for all or any part of the Project design contents or the design documents.
3. Bid Opening and Recommendations: The CM shall assist the Owner in reviewing the TBR Binder provided by the LLB Entity and review all LLB Entity's self-performing bids.
4. Post bid Conference: The CM shall conduct a post-bid conference with the LLB Entity to review contract award procedures, schedules, project staffing and other pertinent issues.
5. Construction Contracts: The CM shall assist the Owner in the assembly, delivery and execution of the Site and Facility Leases. The CM shall issue to the LLB Entity the notice of award and the notice to proceed provided by the Owner.
6. Pre-Construction Conference: In consultation with the Owner and Design Professional, the CM shall conduct a pre-construction conference during which the CM shall review the Project organization, communication protocols, badging, security, responsibilities and other general project procedures.
7. Permits, Insurance and Labor Affidavits: The CM shall assist the Owner in verifying that the LLB Entity has secured the bonds, insurance, labor affidavits and other requirements of the Contract Documents.

B. Cost Management

1. Analyzing Bids: Upon receipt of the bids, the CM shall evaluate the bids, including bid alternates and unit prices, and shall make a recommendation to the Owner in regard to the award of the Construction Contract.

2. Project Cost Reports: The CM shall prepare (if required by the District) and distribute project cost reports during the bid and award phase. The reports shall specify actual award prices and construction costs for the Project compared to the Project Budget and the Construction Budget.
3. Cash Flow Reports: The CM shall prepare and distribute cash flow reports on a quarterly basis during all phases of the project. The reports shall be based on actual award prices and construction costs for the Project, as may be modified by change order, and the reports shall specify actual expenditures and projected cash flow.

C. Time Management

1. Schedule Maintenance Reports: The CM shall prepare and distribute schedule update reports that shall summarize the anticipated impact of current schedule.

**IV. Construction Phase**

The CM is the Owner's designated agent engaged to perform all functions delegated to the District Representative in the Construction Contract<sup>1</sup> and Construction Administrative Procedures Manual, including, without limitation, those functions set forth below in this Article IV of Exhibit C2 to this Agreement. The CM will be the LLB Entity's primary contact during construction. The CM shall be fully familiar with the Construction Contract documents, including, without limitation, the Division 0 and Division 1 specifications and the Construction Administrative Procedures Manual. The CM shall perform all of its construction phase services consistent with the provisions of the Construction Contract and Construction Administrative Procedures Manual and in a timely fashion so as to ensure compliance with any of the contract obligations of the Owner and/or the Owner's other agents within the timelines required in the Contract Documents.

A. Project Management

1. On-Site Management and Construction Phase Communication Procedures: The CM shall provide contract administration as an agent of the Owner and establish and implement coordination and communication procedures among the CM, Owner, Design Professional, Project Inspector and LLB Entity. The CM shall provide quarterly written reports to the Owner and the Design Professional on the progress of construction.
2. Construction Administration Procedures: The CM shall implement the Owner's procedures for expediting and processing requests for information, submittals, substitutions, construction contract schedule adjustments, requests for proposals, proposed change orders, contingency draws, change orders, construction change directives, and payment requests and for the maintenance of logs for tracking all relevant information related to the above. The CM shall maintain, or monitor the completion by others, required daily job reports containing a record of weather, construction contractors working on site, number of workers, work accomplished,

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<sup>1</sup> References to "Construction Contract" in this Article IV include references, where appropriate, to Exhibit D to a lease-leaseback Facilities Lease.

problems encountered and other similar relevant data as the Owner may reasonably require. As the Owner's representative at the construction site, the CM shall be the party to whom requests for information, submittals, substitutions, LLB Entity schedule adjustments, change order requests, proposed change orders and payment applications shall be submitted.

3. Project Site Meetings: The CM shall conduct weekly coordination meetings at the Project site with the LLB Entity's supervisory personnel, subcontractor personnel as appropriate, the Commissioning Consultants, Owner and the Design Professional as appropriate. The CM shall record, transcribe and distribute minutes to all attendees, the Owner and Design Professional.
4. Coordination of Other Independent Consultants: Technical inspection, Commissioning and testing provided by the Design Professional or others shall be coordinated by the CM. The CM shall be provided a copy of all inspection and testing reports on the day of the inspection or test or within a reasonable time period. The CM is not responsible for providing, nor does the CM control, the actual performance of technical inspection and testing. The CM is performing a coordination function and is not acting in a manner so as to assume responsibility or liability, in whole or in part, for any part of such inspection and testing.
5. Review of Requests for Changes to the Contract Time and/or Sum: The CM shall review the contents of requests for changes to the construction contract time or construction contract sum submitted by the LLB Entity, assemble information concerning the request and endeavor to determine the cause of the requests and make recommendations to the Owner with respect to acceptance of the requests. The CM will implement the Owner's decisions regarding all requests for changes to the construction contract time and/or construction contract sum. All changes to the construction time and/or sum shall be only by written change order or proposed change order signed by the Owner, or by construction change directive executed by either the Owner or the CM stating that the extra work or change is authorized. See *also* Article IV.B.1 below of this Exhibit C2.
6. Record Documents, Operation and Maintenance Materials, Project Close-Out Documents: The CM shall receive from the LLB Entity as-built record documents, operation and maintenance manuals ("O&M Manuals"), warranties and guarantees for materials and equipment installed on the Project, and all other close-out documents required by the Construction Contract and Construction Administrative Procedures Manual; shall review such documents for completeness; shall submit the as-built record documents and O&M Manuals to A-E and, if required, to the Owner's inspector(s) for review and approval of O&M Manuals and the creation of formal as-built record documents, including in electronic format; shall receive the record documents and O&M Manuals from the A-E and shall submit such documents, as well as all other close-out documents required by the construction contract documents, to the Owner.
7. Completion:

- a) Within five (5) calendar days of receipt of the LLB Entity's request for punch list inspection, the CM, in consultation with the Design Professional and the Owner's inspectors, shall make a punch list inspection, or inform the LLB Entity that the work is not ready for punch list inspection. After the punch list inspection has been performed, the CM, in consultation with the Design Professional and the Owner's inspectors, shall prepare a written punch list notifying the LLB Entity in of any deficiencies to be remedied prior to final acceptance.
- b) Pursuant to the Construction Contract, the LLB Entity may request final Lease payment for the Construction Phase when the LLB Entity determines that all of the work on the Project is complete and contends either that all items on the punch list have been satisfied or that such items are not required by the Construction Contract Documents. In consultation with the Design Professional and the Owner's inspectors, the CM shall review the LLB Entity's request for final completion/final payment and shall recommend to the Owner when the Project and the LLB Entity's work have achieved final completion, including, without limitation, when all close-out documents required by the Construction Contract and Construction Administrative Procedures Manual for final payment have been submitted. The CM shall, prior to recommending that the Project is complete, compile a list of incomplete work which does not conform to the Contract Documents based on input from the Design Professional and the Owner's inspectors.
- c) After the LLB Entity has completed all work on the Project, the Owner will formally accept the work. Immediately upon acceptance of the work, the CM shall prepare the Notice of Completion documents for the Owner's signature. The CM shall ensure that the Notice of Completion is recorded no later than ten (10) days following either formal acceptance of the work or such earlier date of completion of the work, as "completion" is defined in Civil Code section 9200.
- d) The CM shall provide a copy of the Design Professional's statement of final inspection to the LLB Entity promptly upon receipt of the same from the Design Professional.
8. Final Payment: In consultation with the Design Professional and Owner's inspector, and in accordance with the Construction Contract, the CM shall provide to the Owner a written recommendation regarding final lease payment to the LLB Entity for the Construction Phase and process the final payment process as follows:
- a) Upon receipt of the close-out documents required for final payment and the LLB Entity's final payment application, and upon verification that all of the Construction Contract work is complete, including all punch list items, and formal acceptance of the work, the CM shall either (i) recommend to the Owner that the payment application be accepted, which recommendation shall be made within five (5) business days of receipt of the LLB Entity's final payment application, or (ii) send a notice to the LLB Entity rejecting the payment application, stating the basis therefor, and submitting a written estimate of the sum due to the LLB Entity, which written estimate shall be provided to the LLB Entity, and copied to the Owner and Design Professional, within

twenty (20) calendar days of the CM's receipt of the LLB Entity's final construction phase lease payment application. The CM's written estimate shall take into account the contract sum, as adjusted by any contingency draws, change orders; amounts already paid; and sums to be retained for incomplete work, liquidated damages and for any other cause under the Construction Contract documents.

b) If the CM recommends acceptance of the LLB Entity's final construction phase lease payment application, the CM shall promptly assemble all required close-out documents and forward the same to the Owner for final acceptance and payment. If the CM rejects the LLB Entity's final payment application, the CM shall forward to the Owner the required close-out documents, together with the CM's final estimate of sums due to the LLB Entity, at the earlier of (i) when a claim is received from the LLB Entity pursuant to the Construction Contract, or (ii) thirty-one (31) calendar days after the date of the CM's written estimate.

9. Claims: The CM shall assist the Owner and the Design Professional in the review, evaluation and documentation of claims by the LLB Entity. The CM also shall assist the Owner throughout construction in reviewing and responding to LLB Entity regarding skilled and trained workforce reports and, to the extent necessary, plans in response to a participation shortfall.

## B. Cost Management

1. Change Order Control: The CM shall establish and implement a control system for changes consistent with the Owner's change procedures in the Construction Contract and the Construction Administrative Procedures Manual. All changes to the Construction Contract shall be implemented through written orders or directives prepared and issued by the CM.

a) Owner Initiated Changes: All proposed change orders initiated by or on behalf of the Owner shall first be described in detail by the CM, with the assistance of the Design Professional when necessary, in a request for proposal to the LLB Entity, and shall be accompanied by technical drawings and specifications prepared by the Design Professional. The CM shall maintain a log of requests for proposals issued and shall sequentially number and date each request for proposal. In response to the request for proposal, the LLB Entity shall submit a proposed change order to the CM with detailed information concerning the cost and time adjustments, if any, as may be necessary to perform the proposed changed work. The CM shall discuss the proposed change order with the LLB Entity and endeavor to determine the LLB Entity's basis of the cost and time impacts of performing the work. Prior to the Owner's execution of change orders, the CM shall make recommendations to the Owner and the Design Professional of whether the CM believes the change in the work is in the best interest of the Project. If it is determined that the change is in the best interest of the Project and the Contractor's quotation is acceptable, the CM shall prepare and issue a contingency draw, a construction change directive or a change order, including obtaining all required signatures. If, in consultation with the Owner and the Design Professional, the CM believes the change is in the best interest of the Project but is

unable to come to agreement with the LLB Entity as to the time and cost impact, or if time does not permit processing a change order prior to implementation of the change, the CM shall prepare and issue a construction change directive, including obtaining all necessary signatures, directing the LLB Entity to proceed with the change.

b) LLB Entity Initiated Changes: Should the LLB Entity believe that conditions have changed or that it has been directed to do additional work requiring a change in time or cost, the LLB Entity may submit to the CM a proposed change order delineating the changed conditions along with the cost and/or time impact. The CM will review the proposed change order and either agree with the asserted change, send the proposed change order back to the LLB Entity for correction or additional documentation, or reject it. If the CM agrees with the asserted change, then the CM shall proceed with authorizing the LLB Entity to perform the changed work pursuant to the procedures for Owner initiated changes described above and in the Construction Contract and Construction Administrative Procedures Manual.

c) DSA approval may be required for changed work. The CM will review proposed changes with the Design Professional to determine whether DSA approval is required. If DSA approval is required, then the CM will direct the LLB Entity how to proceed after the CM receives appropriate direction from the Design Professional. The CM is not responsible for processing the requests to DSA for approval but is responsible for processing the change order or directive to the LLB Entity with all appropriate documentation and any required approvals.

d) The CM shall verify that changed work and adjustments of time, if any, required by approved contingency draws, construction change directives or change orders have been incorporated into the LLB Entity's construction schedule.

2. Cost Records: In instances when the work described in a request for a proposal, construction change directive or change order is performed on a time and material basis, the CM shall obtain on a daily basis from the LLB Entity Daily Extra Work Reports recording the labor for each day work is performed pursuant to such proposed change order, construction change directive, or change order. The CM shall review and sign each Daily Extra Work report confirming, in consultation with the Owner's inspector if necessary, that the labor in fact was spent for the change. Additionally, the CM shall obtain from the LLB Entity on a daily basis, an itemized accounting, together with appropriate invoices and other supporting records, showing the cost of payroll, materials and equipment and the amount of payments to subcontractors incurred by the LLB Entity in performing the work. On a monthly basis, the CM shall obtain from the LLB Entity with the accompanying progress payment request a reconciliation for all work performed on a time and material basis during the period of the progress payment. The CM shall obtain from the LLB Entity a final reconciliation within thirty (30) days after the changed work is completed, which reconciliation shall recap all costs and appropriate markups for the period.
3. Progress Payments: In consultation with the Design Professional and inspector, the CM shall review the payment applications submitted by each LLB Entity and; shall



confirm that all waivers, schedule updates, payroll and other documentation required by the Construction Contract and Construction Administrative Procedures Manual have been submitted by the LLB Entity; and, upon confirming the amount due and that all required documents have been submitted, shall prepare and forward to the Owner a progress payment report. The report shall state the total Construction Contract price, payments to date, current payment requested, amounts to be withheld and the basis therefore, and actual amounts owed for the current period.

4. Lease Payments: In accordance with the requirements of Exhibit D to any Facilities Lease, and in consultation with the Design Professional and inspector, the CM shall monitor construction performance and progress and notify the Owner whether grounds exist for withholding all or any portion of a lease payment, including without limitation failure to provide any reports that are a condition of receiving lease payments, defective work not remedied, delay in progress, claims or potential claims from subcontractors and suppliers, or other grounds on which the Owner has a right or obligation to withhold lease payments. The CM shall prepare and forward to the Owner a lease payment report stating the Total Base Rent, lease payments to date, current lease payment, contingencies and allowances authorized, contingencies and allowances used to date, and amounts withheld and the basis therefore (if any).
5. Project and Construction Budget Revision: The CM shall make recommendations to the Owner on the impact of construction changes that may result in revision to the Project Budget and Construction Budget.
6. Cash Flow Monitoring: The CM shall review cash flow during the construction phase and notify Owner of any concerns raised by comparing actual cash flow to projected cash flow.

C. Time Management

1. LLB Entity's Construction Schedule; Project Schedule Update: The CM shall review the LLB Entity's construction schedule and shall verify that the schedule is prepared in accordance with the requirements of the Construction Contract documents and that it establishes a completion date(s) that complies with the requirements of the Construction Contract documents. The CM shall adjust and update the Project Schedule based on the LLB Entity's construction schedule and shall distribute copies of the updated Project Schedule to the Owner and Design Professional.
2. Construction Schedule Updates: The CM shall, on a monthly basis, review the LLB Entity's schedule updates required to be submitted with its progress payment applications; verify that the schedule update is prepared in accordance with the Construction Contract documents; evaluate the percentage complete for each activity as indicated in the LLB Entity's schedule; and review such percentages with the LLB Entity. The CM shall, on a weekly basis, review the LLB Entity's weekly short interval schedules to verify that they are prepared in accordance with the requirements of the Construction Contract documents and that they accurately reflect the status of the Project. The CM shall review any other revisions to the construction schedule submitted by the LLB Entity pursuant to the Construction Contract documents to

determine whether the requested changes to the approved construction contract schedule are acceptable.

3. Construction Schedule Reports: The CM shall prepare and distribute to the Owner on a monthly basis a construction schedule report. The report shall indicate the actual progress compared to scheduled progress. The CM shall advise and make recommendations to the Owner concerning the alternative courses of action that the Owner may take in its efforts to achieve contract compliance by the LLB Entity. The CM shall update the Project Schedule based on the CM's evaluation of the information received from the LLB Entity.
4. CM Review of Time Extension Requests: The CM shall review schedule fragments submitted by the LLB Entity for time extension requests. Prior to the issuance of change orders or written directives, the CM shall advise the Owner as to the effect on the Project Schedule of time extensions requested by the LLB Entity and validity of the requests.
5. Recovery Schedules: The CM shall review recovery schedules submitted by the LLB Entity for compliance with the Construction Contract documents, the approved construction contract schedule and/or the Construction Contract completion date.

D. Management Information System (MIS)

In addition to the other reports described above to be provided during the construction phase, the CM shall prepare and distribute the following:

1. Change Order Reports: The CM shall periodically prepare and distribute Change Order Reports during the construction phase. The Report shall list all owner-approved contingency draws, construction change directives and change orders by number, a brief description of the change order Work, the cost established in the change order time impacts, if any, and percent of completion of the change order work.
2. LLB Entity's Safety Program Report: The CM shall verify that safety programs are submitted to the Owner by the LLB Entity, as required by the Construction Contract documents. The CM shall not be responsible for or have any liability in whole or in part for LLB Entity implementation of or compliance with LLB Entity safety programs, safety laws and/or regulations, nor shall the CM be responsible for the adequacy or completeness of LLB Entity safety programs or the LLB Entity's compliance and performance thereof. The CM has no responsibility for review of safety programs.

- E. General Conditions: The CM shall assist the Owner in procuring any general condition items for the overall administration of the Project beyond those provided by the LLB Entity. The CM shall identify for the Owner those items believed to be necessary and the costs of them.

## V. Post-Construction Phase

### A. Project Management

1. Record Documents: The CM shall coordinate and expedite submittals of Information from the LLB Entity for as-built record drawings and specification preparation and shall coordinate and expedite the transmittal of record documents to the Owner.
2. Organize and Index Operation & Maintenance Materials: Prior to final completion of the Project, the CM shall compile manufacturers' operations and maintenance manuals, warranties and guarantees as received from the LLB Entity, and submit such documents to the Owner.
3. Close-Out Documents: The CM shall obtain, compile and submit to the Owner all required close-out documents, including those required before and after final payment, and those required for DSA certification, as set forth in the Construction Contract and the Construction Administrative Procedures Manual.

### B. Cost Management

1. After final payment, the CM shall prepare and distribute to the Owner a final cost report comparing actual construction costs to the Project Budget and Construction Budget, explaining any variances between the actual and budgeted costs.


### C. Time Management

1. After Project close-out, the CM shall prepare and distribute to the Owner a final update to the Project Schedule, with an accompanying schedule report, setting forth the actual completion of the Project and the reasons therefore.

## VI. Additional Services

At the request of the Owner, the CM shall perform Additional Services and the CM shall be compensated for same as provided in Article 7 of this Agreement. The CM shall perform Additional Services only after the Owner and CM have executed a written Amendment to this Agreement providing for such services. Additional services may include:

- A. Performance of technical inspection and testing.
- B. Consultation regarding replacement of work damaged by fire or other cause during construction and furnishing services in connection with the replacement of such work.
- C. Services made necessary by the default of the LLB Entity.
- D. Preparation for and serving as a witness in connection with any public or private hearing or arbitration, mediation or legal proceeding.

**Exhibit C3**  
**Contract Agreement**  
**Between**  
**San Juan Unified School District**  
**And**  
  
**For**  
**Professional Services**  
**CONSTRUCTION MANAGER'S BASIC SERVICES**  
**Design Bid-Build**

For each Project, the CM may perform the Basic Services described in this Exhibit C3, subject to modification in a Service Order. It is not required that the Basic Services be performed in the sequence in which they are described.

**I. Pre-Design Phase**

**A. Project Management**

1. Design Professional Orientation: The CM shall assist the Owner and the Owner's consultants in conducting a Design Professional orientation session during which the Design Professional shall receive information regarding the Project, schedule, costs, administrative and other project parameters and requirements.
2. Project Scope: The CM shall assist the Owner, the Owner's consultants and the Design Professional in developing the scope of the Project.

**B. Cost Management**

1. Project Budget and Construction Budget: In consultation with the Owner and the Design Professionals, the CM shall, based on information provided by the Owner for the work required, prepare a Project Budget and a Construction Budget with supporting data, including, where possible, data from potential construction

contractors. Each budget shall include the sum of the estimated costs, the costs of any general condition items identified by the CM or the Owner as required for the overall administration of the Project beyond those accounted for in the construction contract cost, the clarifications and assumptions upon which the budget is based, reasonable contingencies and the CM's compensation. The CM shall review the budgets with the Owner and Design Professional and the CM shall submit the budgets to the Owner for acceptance. The budgets shall be revised as directed by the Owner.

C. Time Management

1. Project Schedule: The CM, in consultation with the Owner and the Owner's consultants, shall prepare the Project Schedule. The CM shall coordinate and integrate the Project Schedule with the services and activities of the Owner, CM, Design Professional, requirements of governmental entities and anticipated construction schedule. The CM shall review the Project Schedule with the Owner, the Design Professional and others designated by the Owner and shall submit the Project Schedule to the Owner for acceptance. The Project Schedule shall be revised as directed by the Owner.

II. **Design Phase**

A. Project Management

1. Review of Design Documents & Design Recommendations: Following the fully coordinated submittal required by the A-E contract, the CM shall review the design documents for clarity, internal consistency, constructability, coordination and consistency with the scope of the Project. In addition, the CM shall promptly report to the Owner and the Design Professional any errors or omissions that it discovers in the design documents. At the direction of the Owner only, this review may be completed by a third party or separate consultant and reimbursed by the Owner.
  - a) The results of the review shall be provided to the Owner in writing and as notations on the documents. The CM shall also make recommendations to the Owner with respect to constructability, construction cost, sequence of construction, construction duration and separation of the contracts for various projects into categories of the work. By performing the reviews described herein, the CM is not acting in a manner so as to assume responsibility or liability, in whole or in part, for all or any part of the Project design and design documents. The CM's actions in reviewing the Project design and design documents and in making recommendations as provided herein are advisory only to the Owner. The Design Professional is not a third party beneficiary of the CM's work described in this paragraph, and the Design Professional remains solely responsible for the contents of design drawings and design documents.
  - b) Owner's Design Reviews: The CM shall assist in expediting the Owner's design reviews by compiling and conveying the Owner's comments to the Design Professional.

2. Design Phase Information: The CM shall coordinate and expedite the flow of information between the Owner, Design Professional and others.
  3. Project Meetings: The CM shall conduct regular project meetings attended by the Owner, Design Professional and others. Such meetings shall serve as a forum for the exchange of information concerning the Project and review of design progress. The CM shall prepare and distribute minutes of these meetings to the Owner, Design Professional and others, as agreed to by the Owner.
  4. Approvals by Regulatory Agencies: The CM shall coordinate transmittal of documents to regulatory agencies for review and shall advise the Owner of potential problems in completion of such reviews.
- B. Front-End Documents: The CM shall assist the Owner in the preparation of project-specific front end documents for the Construction Contract, using the standard Division 0 and Division 1 front end documents provided by the Owner.
- C. Consultants: The CM, in consultation with the Design Professional, shall assist the Owner in selecting, retaining and coordinating the professional services of testing laboratories and special consultants as needed.
- D. Project Funding: The CM shall assist the Owner in preparing documents concerning the Project Budget and Construction Budget for use in obtaining or reporting on project funding. The documents shall be prepared in a form approved by the Owner.
- E. Cost Management
1. Project Budget and Construction Budget Updates and Revisions: As design proceeds, the CM shall make periodic reviews of the Project Budget and the Construction Budget and make recommendations to the Owner on the impact of design changes that may result in revisions to the Project Budget, Construction Budget and/or established project strategy.
  2. Cost Control and Estimating: Following fully coordinated submittals of design drawings and specifications from the Design Professional, and if requested by the District, the CM shall prepare an estimate of the Project Construction Cost.
    - a) The estimate for each submittal shall be accompanied by a report to the Owner and Design Professional identifying variances from the Project Budget and Construction Budget. The CM shall coordinate and assist in expediting the activities of the Owner and Design Professional when changes to the design are required to remain within the Project Budget and Construction Budget.
- F. Time Management
1. The CM shall prepare and distribute updates to the Project Schedule as design proceeds. If the Project Schedule indicates that milestone dates contained in prior Project Schedules will not be met, the CM shall notify and make recommendations to

the Owner and Design Professional.

### III. Bid and Award Phase

#### A. Project Management

1. Bidders' Interest Campaign: The CM shall conduct a telephone and correspondence campaign to attempt to increase interest among qualified bidders, utilizing the District's Contractor list.
2. Notices and Advertisements: The CM shall assist the Owner in preparing and placing notices and advertisements to solicit bids for the Project.
3. Delivery of Bid Documents: The CM shall coordinate the delivery of the Construction Contract documents, which include the bid documents, to the bidders. The Owner shall obtain the Owner-approved Construction Contract documents from the Design Professional, and the CM shall arrange for printing, binding, wrapping and delivery to the bidders. The CM shall maintain a list of bidders receiving the Construction Contract documents.
4. Pre-bid Conferences: In conjunction with the Owner and Design Professional, the CM shall conduct pre-bid conferences. These conferences shall be forums for the Owner, CM and Design Professional to explain the Project requirements to the bidders, including information concerning schedule requirements, time and cost control requirements, access requirements, the Owner's administrative requirements, technical and other information.
5. Information to Bidders: The CM shall develop and coordinate procedures to provide answers to bidders' questions.
6. Addenda: The CM shall receive from the Design Professional a copy of all Addenda. The CM shall review Addenda for clarity and consistency. The CM shall distribute a copy of all Addenda to each bidder receiving documents. By performing the reviews and distributions described herein, the CM is not acting in a manner so as to assume responsibility or liability, in whole or in part, for all or any part of the Project design contents or the design documents.
7. Bid Opening and Recommendations: The CM shall assist the Owner in bid opening and shall evaluate the bids for responsiveness and price. If the Project requires prequalification of bidders and/or subcontractors, the CM shall assist the Owner in confirming whether bidders and listed subcontractors are prequalified. The CM shall confirm that any bidder submitting a bid for a public works contract with the Owner is registered with the California Department of Industrial Relations ("DIR") as a public works contractor, and that all subcontractors listed in any such bid also are so registered. The CM shall confirm that any bidder recommended for award of a public works contract by the Owner is registered with the DIR as public works contractor, and that all subcontractors who will work on such Projects also are so registered. The CM shall confirm that all contractors and subcontractors working on public works Projects

for the Owner are registered with the DIR as public works contractors, regardless of the bid or contract award date. If information is brought to the Owner's or CM's attention reasonably tending to indicate that a low bidder is not a responsible bidder, then the CM shall investigate and evaluate such information, and shall make a recommendation to the Owner based on the investigation. The CM shall make recommendations to the Owner concerning the acceptance or rejection of bids.

8. Post bid Conference: The CM shall conduct a post-bid conference with the intended awardee to review contract award procedures, schedules, project staffing and other pertinent issues.
9. Construction Contracts: The CM shall assist the Owner in the assembly, delivery and execution of the Construction Contract documents. The CM shall issue to the Contractor the notice of award and the notice to proceed provided by the Owner.
10. Pre-Construction Conference: In consultation with the Owner and Design Professional, the CM shall conduct a pre-construction conference during which the CM shall review the Project organization, communication protocols, badging, security, responsibilities and other general project procedures.
11. Permits, Insurance and Labor Affidavits: The CM shall assist the Owner in verifying that the Contractor has secured the bonds, insurance, labor affidavits and other requirements of the Contract Documents.

B. Cost Management

1. Analyzing Bids: Upon receipt of the bids, the CM shall evaluate the bids, including bid alternates and unit prices, and shall make a recommendation to the Owner in regard to the award of the Construction Contract.
2. Project Cost Reports: The CM shall prepare (if required by the District) and distribute project cost reports during the bid and award phase. The reports shall specify actual award prices and construction costs for the Project compared to the Project Budget and the Construction Budget.
3. Cash Flow Reports: The CM shall prepare and distribute cash flow reports on a quarterly basis during all phases of the project. The reports shall be based on actual award prices and construction costs for the Project, as may be modified by change order, and the reports shall specify actual cash flow compared to projected cash flow.

C. Time Management

1. Schedule Maintenance Reports: The CM shall prepare and distribute schedule update reports during the bid and award phase. The reports shall compare the actual bid and award dates to scheduled bid and award dates and shall summarize the anticipated impact of current schedule modifications on the Project Schedule.

**IV. Construction Phase**



The CM is the Owner's designated agent engaged to perform all functions delegated to the District Representative in the Construction Contract and Construction Administrative Procedures Manual, including, without limitation, those functions set forth below in this Article IV of Exhibit C3 to this Agreement. The CM will be the Contractor's primary contact during construction. The CM shall be fully familiar with the Construction Contract documents, including, without limitation, the Division 0 and Division 1 specifications and the Construction Administrative Procedures Manual. The CM shall perform all of its construction phase services consistent with the provisions of the Construction Contract and Construction Administrative Procedures Manual and in a timely fashion so as to ensure compliance with any of the contract obligations of the Owner and/or the Owner's other agents within the timelines required in the Contract Documents.

A. Project Management

1. On-Site Management and Construction Phase Communication Procedures: The CM shall provide contract administration as an agent of the Owner and establish and implement coordination and communication procedures among the CM, Owner, Design Professional, Project Inspector and contractors. The CM shall provide quarterly written reports to the Owner and the Design Professional on the progress of construction.
2. Construction Administration Procedures: The CM shall implement the Owner's procedures for expediting and processing requests for information, submittals, substitutions, construction contract schedule adjustments, requests for proposals, proposed change orders, change orders, construction change directives, and payment requests and for the maintenance of logs for tracking all relevant information related to the above. The CM shall maintain, or monitor the completion by others, required daily job reports containing a record of weather, construction contractors working on site, number of workers, work accomplished, problems encountered and other similar relevant data as the Owner may reasonably require. As the Owner's representative at the construction site, the CM shall be the party to whom requests for information, submittals, substitutions, Contractor schedule adjustments, change order requests, proposed change orders and payment applications shall be submitted.
3. Project Site Meetings: The CM shall conduct weekly coordination meetings at the Project site with the Contractor's supervisory personnel, subcontractor personnel as appropriate, the Owner and the Design Professional as appropriate. The CM shall record, transcribe and distribute minutes to all attendees, the Owner and Design Professional.
4. Coordination of Other Independent Consultants: Technical inspection and testing provided by the Design Professional or others shall be coordinated by the CM. The CM shall be provided a copy of all inspection and testing reports on the day of the inspection or test or within a reasonable time period. The CM is not responsible for providing, nor does the CM control, the actual performance of technical inspection and testing. The CM is performing a coordination function and is not acting in a manner so as to assume responsibility or liability, in whole or in part, for any part of such inspection and testing.

5. Review of Requests for Changes to the Contract Time and/or Sum: The CM shall review the contents of requests for changes to the construction contract time or construction contract sum submitted by the Contractor, assemble information concerning the request and endeavor to determine the cause of the requests and make recommendations to the Owner with respect to acceptance of the requests. The CM will implement the Owner's decisions regarding all requests for changes to the construction contract time and/or construction contract sum. All changes to the construction time and/or sum shall be only by written change order or proposed change order signed by the Owner, or by construction change directive executed by either the Owner or the CM stating that the extra work or change is authorized. See *also* Article IV.B.1 below of this Exhibit C3.
6. Record Documents, Operation and Maintenance Materials, Project Close-Out Documents: The CM shall receive from the Contractor as-built record documents, operation and maintenance manuals ("O&M Manuals"), warranties and guarantees for materials and equipment installed on the Project, and all other close-out documents required by the Construction Contract and Construction Administrative Procedures Manual; shall review such documents for completeness; shall submit the as-built record documents and O&M Manuals to A-E and, if required, to the Owner's inspector(s) for review and approval of O&M Manuals and the creation of formal as-built record documents, including in electronic format; shall receive the record documents and O&M Manuals from the A-E and shall submit such documents, as well as all other close-out documents required by the construction contract documents, to the Owner.
7. Completion:
  - a) Within five (5) calendar days of receipt of the Contractor's request for punch list inspection, the CM, in consultation with the Design Professional and the Owner's inspectors, shall make a punch list inspection, or inform the Contractor that the work is not ready for punch list inspection. After the punch list inspection has been performed, the CM, in consultation with the Design Professional and the Owner's inspectors, shall prepare a written punch list notifying the Contractor in of any deficiencies to be remedied prior to final acceptance.
  - b) Pursuant to the Construction Contract, the Contractor may request final payment when the Contractor determines that all of the work on the Project is complete and contends either that all items on the punch list have been satisfied or that such items are not required by the Construction Contract Documents. In consultation with the Design Professional and the Owner's inspectors, the CM shall review the Contractor's request for final completion/final payment and shall recommend to the Owner when the Project and the Contractor's work have achieved final completion, including, without limitation, when all close-out documents required by the Construction Contract and Construction Administrative Procedures Manual for final payment have been submitted. The CM shall, prior to recommending that the Project is complete, compile a list of incomplete work which does not conform to the Contract Documents based on input from the Design Professional and the Owner's inspectors.

c) After the Contractor has completed all work on the Project, the Owner will formally accept the work. Immediately upon acceptance of the work, the CM shall prepare the Notice of Completion documents for the Owner's signature. The CM shall ensure that the Notice of Completion is recorded no later than ten (10) days following either formal acceptance of the work or such earlier date of completion of the work, as "completion" is defined in Civil Code section 9200.

d) The CM shall provide a copy of the Design Professional's statement of final inspection to the Contractor promptly upon receipt of the same from the Design Professional.

8. Final Payment: In consultation with the Design Professional and Owner's inspector, and in accordance with the Construction Contract, the CM shall provide to the Owner a written recommendation regarding final payment to the Contractor and process the final payment process as follows:

a) Upon receipt of the close-out documents required for final payment and the Contractor's final payment application, and upon verification that all of the Construction Contract work is complete, including all punch list items, and formal acceptance of the work, the CM shall either (i) recommend to the Owner that the payment application be accepted, which recommendation shall be made within five (5) business days of receipt of the Contractor's final payment application, or (ii) send a notice to the Contractor rejecting the payment application, stating the basis therefor, and submitting a written estimate of the sum due to the Contractor, which written estimate shall be provided to the Contractor, and copied to the Owner and Design Professional, within twenty (20) calendar days of the CM's receipt of the Contractor's final payment application. The CM's written estimate shall take into account the contract sum, as adjusted by any change orders; amounts already paid; and sums to be retained for incomplete work, liquidated damages and for any other cause under the Construction Contract documents.

b) If the CM recommends acceptance of the Contractor's final payment application, the CM shall promptly assemble all required close-out documents and forward the same to the Owner for final acceptance and payment. If the CM rejects the Contractor's final payment application, the CM shall forward to the Owner the required close-out documents, together with the CM's final estimate of sums due to the Contractor, at the earlier of (i) when a claim is received from the Contractor pursuant to the Construction Contract, or (ii) thirty-one (31) calendar days after the date of the CM's written estimate.

9. Claims: The CM shall assist the Owner and the Design Professional in the review, evaluation and documentation of claims by the Contractor.

## B. Cost Management

1. Change Order Control: The CM shall establish and implement a control system for changes consistent with the Owner's change procedures in the Construction Contract

and the Construction Administrative Procedures Manual. All changes to the Construction Contract shall be implemented through written orders or directives prepared and issued by the CM.

a) Owner Initiated Changes: All proposed change orders initiated by or on behalf of the Owner shall first be described in detail by the CM, with the assistance of the Design Professional when necessary, in a request for proposal to the Contractor, and shall be accompanied by technical drawings and specifications prepared by the Design Professional. The CM shall maintain a log of requests for proposals issued and shall sequentially number and date each request for proposal. In response to the request for proposal, the Contractor shall submit a proposed change order to the CM with detailed information concerning the cost and time adjustments, if any, as may be necessary to perform the proposed changed work. The CM shall discuss the proposed change order with the Contractor and endeavor to determine the Contractor's basis of the cost and time impacts of performing the work. Prior to the Owner's execution of change orders, the CM shall make recommendations to the Owner and the Design Professional of whether the CM believes the change in the work is in the best interest of the Project. If it is determined that the change is in the best interest of the Project and the Contractor's quotation is acceptable, the CM shall prepare and issue a change order, including obtaining all required signatures. If, in consultation with the Owner and the Design Professional, the CM believes the change is in the best interest of the Project but is unable to come to agreement with the Contractor as to the time and cost impact, or if time does not permit processing a change order prior to implementation of the change, the CM shall prepare and issue a construction change directive, including obtaining all necessary signatures, directing the Contractor to proceed with the change.

b) Contractor Initiated Changes: Should the Contractor believe that conditions have changed or that it has been directed to do additional work requiring a change in time or cost, the Contractor may submit to the CM a proposed change order delineating the changed conditions along with the cost and/or time impact. The CM will review the proposed change order and either agree with the asserted change, send the proposed change order back to the Contractor for correction or additional documentation, or reject it. If the CM agrees with the asserted change, then the CM shall proceed with authorizing the Contractor to perform the changed work pursuant to the procedures for Owner initiated changes described above and in the Construction Contract and Construction Administrative Procedures Manual.

c) DSA approval may be required for changed work. The CM will review proposed changes with the Design Professional to determine whether DSA approval is required. If DSA approval is required, then the CM will direct the Contractor how to proceed after the CM receives appropriate direction from the Design Professional. The CM is not responsible for processing the requests to DSA for approval but is responsible for processing the change order or directive to the Contractor with all appropriate documentation and any required approvals.

- d) The CM shall verify that changed work and adjustments of time, if any, required by approved change orders or directives have been incorporated into the Contractor's construction schedule.
2. Cost Records: In instances when the work described in a request for a proposal, construction change directive or change order is performed on a time and material basis, the CM shall obtain on a daily basis from the Contractor Daily Extra Work Reports recording the labor for each day work is performed pursuant to such proposed change order, construction change directive, or change order. The CM shall review and sign each Daily Extra Work report confirming, in consultation with the Owner's inspector if necessary, that the labor in fact was spent for the change. Additionally, the CM shall obtain from the Contractor on a daily basis, an itemized accounting, together with appropriate invoices and other supporting records, showing the cost of payroll, materials and equipment and the amount of payments to subcontractors incurred by the Contractor in performing the work. On a monthly basis, the CM shall obtain from the Contractor with the accompanying progress payment request a reconciliation for all work performed on a time and material basis during the period of the progress payment. The CM shall obtain from the Contractor a final reconciliation within thirty (30) days after the changed work is completed, which reconciliation shall recap all costs and appropriate markups for the period.
  3. Progress Payments: In consultation with the Design Professional and inspector, the CM shall review the payment applications submitted by each Contractor and determine whether the amount requested reflects the progress of the Contractor's work. The CM shall review the Contractor's schedule of values; shall, in consultation with the Design Professional, the Owner's inspector and the Contractor, make appropriate adjustments to each payment application; shall confirm that all waivers, schedule updates, payroll and other documentation required by the Construction Contract and Construction Administrative Procedures Manual have been submitted by the Contractor; and, upon confirming the amount due and that all required documents have been submitted, shall prepare and forward to the Owner a progress payment report. The report shall state the total Construction Contract price, payments to date, current payment requested, amounts to be withheld and the basis therefore, retainage, and actual amounts owed for the current period.
  4. Project and Construction Budget Revision: The CM shall make recommendations to the Owner on the impact of construction changes that may result in revision to the Project Budget and Construction Budget.
  5. Cash Flow Monitoring: The CM shall review cash flow during the construction phase and notify Owner of any concerns raised by comparing actual cash flow to projected cash flow.

C. Time Management

1. Contractor's Construction Schedule; Project Schedule Update: The CM shall review the Contractor's construction schedule and shall verify that the schedule is prepared in accordance with the requirements of the Construction Contract documents and that

it establishes a completion date(s) that complies with the requirements of the Construction Contract documents. The CM shall adjust and update the Project Schedule based on the Contractor's construction schedule and shall distribute copies of the updated Project Schedule to the Owner and Design Professional.

2. Construction Schedule Updates: The CM shall, on a monthly basis, review the Contractor's schedule updates required to be submitted with its progress payment applications; verify that the schedule update is prepared in accordance with the Construction Contract documents; evaluate the percentage complete for each activity as indicated in the Contractor's schedule; and review such percentages with the Contractor. The CM shall, on a weekly basis, review the Contractor's weekly short interval schedules to verify that they are prepared in accordance with the requirements of the Construction Contract documents and that they accurately reflect the status of the Project. The CM shall review any other revisions to the construction schedule submitted by the Contractor pursuant to the Construction Contract documents to determine whether the requested changes to the approved construction contract schedule are acceptable.
3. Construction Schedule Reports: The CM shall prepare and distribute to the Owner on a monthly basis a construction schedule report. The report shall indicate the actual progress compared to scheduled progress and shall serve as the basis for the progress payments to the Contractor. The CM shall advise and make recommendations to the Owner concerning the alternative courses of action that the Owner may take in its efforts to achieve contract compliance by the Contractor. The CM shall update the Project Schedule based on the CM's evaluation of the information received from the Contractor.
4. CM Review of Time Extension Requests: The CM shall review schedule fragments submitted by the Contractor for time extension requests. Prior to the issuance of change orders or written directives, the CM shall advise the Owner as to the effect on the Project Schedule of time extensions requested by the Contractor and validity of the requests.
5. Recovery Schedules: The CM shall review recovery schedules submitted by the Contractor for compliance with the Construction Contract documents, the approved construction contract schedule and/or the Construction Contract completion date.

D. Management Information System (MIS)

In addition to the other reports described above to be provided during the construction phase, the CM shall prepare and distribute the following:

1. Change Order Reports: The CM shall periodically prepare and distribute Change Order Reports during the construction phase. The Report shall list all owner-approved change orders by number, a brief description of the change order Work, the cost established in the change order time impacts, if any, and percent of completion of the change order work.

2. Contractor's Safety Program Report: The CM shall verify that safety programs are submitted to the Owner by the Contractor, as required by the Construction Contract documents. The CM shall not be responsible for or have any liability in whole or in part for Contractor implementation of or compliance with Contractor safety programs, safety laws and/or regulations, nor shall the CM be responsible for the adequacy or completeness of Contractor safety programs or the Contractor's compliance and performance thereof. The CM has no responsibility for review of safety programs.

E. General Conditions: The CM shall assist the Owner in procuring any general condition items for the overall administration of the Project beyond those provided by the Contractor. The CM shall identify for the Owner those items believed to be necessary and the costs of them.

## V. Post-Construction Phase

### A. Project Management

1. Record Documents: The CM shall coordinate and expedite submittals of Information from the Contractor for as-built record drawings and specification preparation and shall coordinate and expedite the transmittal of record documents to the Owner.

2. Organize and Index Operation & Maintenance Materials: Prior to final completion of the Project, the CM shall compile manufacturers' operations and maintenance manuals, warranties and guarantees as received from the Contractor, and submit such documents to the Owner.

3. Close-Out Documents: The CM shall obtain, compile and submit to the Owner all required close-out documents, including those required before and after final payment, and those required for DSA certification, as set forth in the Construction Contract and the Construction Administrative Procedures Manual.

### B. Cost Management

1. After final payment, the CM shall prepare and distribute to the Owner a final cost report comparing actual construction costs to the Project Budget and Construction Budget, explaining any variances between the actual and budgeted costs.

### C. Time Management

1. After Project close-out, the CM shall prepare and distribute to the Owner a final update to the Project Schedule, with an accompanying schedule report, setting forth the actual completion of the Project and the reasons therefore.

## VI. Additional Services


At the request of the Owner, the CM shall perform Additional Services and the CM shall be compensated for same as provided in Article 7 of this Agreement. The CM shall perform Additional Services only after the Owner and CM have executed a written Amendment to this Agreement

providing for such services. Additional services may include:

- A. Performance of technical inspection and testing.
- B. Consultation regarding replacement of work damaged by fire or other cause during construction and furnishing services in connection with the replacement of such work.
- C. Services made necessary by the default of the Contractor.
- D. Preparation for and serving as a witness in connection with any public or private hearing or arbitration, mediation or legal proceeding.



**Exhibit D**

**Contract Agreement**  
**Between**  
**San Juan Unified School District**  
**And**  
  
**For**  
**Professional Services**

**PROGRAM MANAGER'S BASIC SERVICES**

The Program Manager shall also be a qualified Construction Manager for the Owner, and shall perform those services set forth in this Agreement as CM Basic Services, including without limitation in Exhibit C1, C2 and C3 to the Agreement, as appropriate and for the designated Projects.

The Program Manager will work under the direction of Nicholas Arps or his designee to assist the Owner with overall program management including, but not limited to, Project identification, prioritization, scope confirmation, budget confirmation, program scheduling and program cash flow development. The PM's Basic Services include:

A. **Master Planning:** Verify and update the cost estimates for construction and modernization; advise the District on phasing, grouping of projects, and other cost-saving methods; and assist the District in prioritizing projects and program cash flow development and in developing appropriate District policies.

B. **Program Management:** Work with the Owner on overall scheduling, budgets, and communication for all projects; work with the Owner to prequalify potential bidders and to maintain the list of prequalified entities; report to the Owner on program and individual project status on a regular basis; make recommendations to the Owner regarding ongoing modifications to the Master Plan and all facilities projects, to account for changes in sequencing, delays and cost issues; and work with the Owner's other consultants.

The PM will not provide architectural, engineering or legal services.

**Exhibit E**

**Contract Agreement**

**Between**

**San Juan Unified School District**

**And**

**\_\_\_\_\_.**

**For**

**Professional Services**

**CM CERTIFICATION**

I, \_\_\_\_\_, on behalf of \_\_\_\_\_, certify that, pursuant to Education Code Section 45125.1 and Article 11 of this Agreement, this business entity has conducted the required criminal background check(s) of all persons who will be providing services to the San Juan Unified School District on behalf of this business entity, and that none of those persons have been reported by the Department of Justice as having been convicted of a serious or violent felony as specified in Penal Code sections 667.5(c) and/or 1192.7(c). I understand that this Certification is not to be signed and submitted until I have received clearance from DOJ regarding those persons named. As further required by Education Code 45125.1, attached hereto as Exhibit F is a list of names of the employees or agents of CM who will be providing services to the San Juan Unified School District and who are required to be fingerprinted as provided in the Agreement. I agree to keep this list current and to notify the San Juan Unified School District of any addition/deletions as they occur.

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

Executed this \_\_\_\_ day of \_\_\_\_\_, 2021, in \_\_\_\_\_ County, California.

(Seal of Business)

By: \_\_\_\_\_  
[CM's Authorized Representative]  
(Please Print)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Signature)

**Exhibit F**

**Contract Agreement**  
**Between**  
**San Juan Unified School District**

**And**



**For**  
**Professional Services**

**LIST OF EMPLOYEES WHO ARE AUTHORIZED  
TO COME ON TO SCHOOL CAMPUSES**

<b><u>Name:</u></b>	<b><u>School Site (if known)</u></b>

**Exhibit G**

**Contract Agreement**

**Between**

**San Juan Unified School District**

**And**



**For**

**Professional Services**

**Design Build  
Responsibility Matrix**

	<b>OWNER</b>	<b>CM Firm</b>	<b>Criteria Architect</b>	<b>P.I.</b>	<b>Design Builder</b>
<b>Pre-Design Phase</b>					
Identification and prioritization of projects	Primary				
Conduct project integration exercise	Primary	Assists			
Identify criteria design professional	Primary	Assists			
Prepare criteria design professional contract	Primary	Assists			
Provide existing record drawings	Primary	Assists			
Prepare / Process Project Scope Statement	Assists	Primary			
Provide detailed written educational program	Primary	Assists	Assists		
Prepare Criteria Documents	Assists	Assists	Primary		

	OWNER	CM Firm	Criteria Architect	P.I.	Design Builder
Develop Conceptual Cost Estimates for Criteria	Assists	Primary	Assist		
Provide District Master Specifications & Design Standards	Primary	Assists	Assist		
Provide priorities for use of available funding	Primary	Assists			
Prepare and Issue the RFQ	Assists	Primary	Assists		
Coordinate / Review RFQ Responses	Assists	Primary	Assists		
Conduct limited programming exercise at sites which have additional funding	Assists	Assists	Primary		
Prepare base drawings	Review	Review	Primary		
Initiate discussions with District M&O staff regarding existing conditions	Assists	Assists	Primary		
Conduct site investigations to gather data on existing conditions	Facilitate	Assists	Primary		
Investigate DSA status of construction not shown on record drawings	Assists	Assists	Primary		
Prepare and Issue the RFP	Assists	Primary	Assists		
Coordinate Confidential Meetings	Assists	Primary	Assists		
Prepare / Issue RFP Addenda	Assists	Primary	Assists		

	OWNER	CM Firm	Criteria Architect	P.I.	Design Builder
Coordinate / Review RFP Responses	Assists	Primary	Assists		
Coordinate / Conduct Interviews	Assists	Primary	Assists		
Prepare Resolution Docs & Agreement for Board Approval	Primary	Assists			
Issue Notice to Proceed	Primary	Assists			
Provide available data on hazardous material	Primary	Assists			
Develop initial project budget based on complete project scope	Assists	Primary	Assists		Assists
<b>Design Phase</b>					
Prepare schematic design drawings	Review	Review	Review		Primary
Prepare monthly reports during design phase	Review	Review			Primary
Review schematic design drawings	Review	Review			Primary
Coordinate Commissioning Consultant Activities		Primary		Assist	Assist
Prepare design development drawings and specifications		Review	Review		Primary
Review design development drawings and specifications	Assists	Primary	Assists	Review	Review
Preparation of final construction documents (Excluding front end docs)	Review	Review	Review		Primary

	OWNER	CM Firm	Criteria Architect	P.I.	Design Builder
Provide front end documents	Assists	Assists			Primary
Review of final construction documents	Assists	Primary	Assists	Review	Review
Cost estimating and budget tracking at each design phase	Review	Review	Review		Primary
Coordinate Reconciliation meetings at each design phase	Assists	Assists			Primary
Maintaining document production schedule		Assists			Primary
Preparation of State funding application documents	Primary	Assists			Assists
All required reviews by DSA		Assists			Primary
Quality Control and coordination of documents		Assists			Primary
Review for QC and coordination of documents		Assists	Primary		Review
Incorporation of DSA back check comments		Assists			Primary
Packaging bid documents	Assists	Assists			Primary
Submittal of documents to State funding agency	Assists	Primary			Assists
Tracking of State funding status	Primary	Assists			
<b>Procurement Phase</b>					
Reproduction and distribution of bid documents		Assists			Primary

	OWNER	CM Firm	Criteria Architect	P.I.	Design Builder
Contractor marketing	Assists	Assists		Assists	Primary
Pre-bid meeting	Assists	Assists		Assists	Primary
Addenda		Assists			Primary
Bid opening	Assists	Assists			Primary
Review & Approval of GMP	Assists	Primary			
Preparation of Final GMP Amendment for Board Approval	Primary	Assists			Assists
Preparation of State funding post-bid documents	Primary	Assists			
Review insurance and bonds	Primary	Assists			
Issue notice to proceed	Primary	Assists			
<b>Construction Phase</b>					
Schedule review		Primary			
Submittal review	Assists	Assists	Assists		Primary
Issuance of Architects Instructional Bulletins		Assists			Primary
Issuance of Requests for Proposal		Primary			
Issue proposed change request					Primary
Issue Change Directive	Assists	Primary			Assists
Approve Change Directive	Primary	Assists			
Change order approval above the GMP	Primary	Assists			Assists
Issue request for information					Primary
Respond to RFI		Assists	Assists		Primary
Address all technical issues	Assists	Assists	Assists		Primary



	OWNER	CM Firm	Criteria Architect	P.I.	Design Builder
Oversee construction quality	Assists	Assists	Assists	Primary	Primary
Carry out work on schedule		Monitor		Monitor	Primary
Prepare progress payment application w/ schedule of values		Assists			Primary
Review progress payment applications		Primary		Assists	Assists
Prepare as-built drawings					Primary
Review as-built drawings		Assists		Primary	
Interface with staff at occupied site	Primary	Assists			
Hazardous material inspection	Primary	Assists			
Coordinate moving of staff	Assists	Primary			
Construction cleanup		Monitors		Monitors	Primary
Means, methods and materials		Monitors		Monitors	Primary
DSA required reports		Assists		Primary	Primary
Punch list preparation	Assists	Assists		Assists	Primary
Punch list work completion		Monitor		Monitor	Primary
Punch list clearance	Primary	Assists		Assists	
DSA closeout documents	Primary	Assists		Assists	Assists
State funding closeout documents	Primary	Assists			
Contract closeout documents	Reviews	Reviews			Primary
Record documents	Reviews	Assists		Reviews	Primary
Warranty inspection	Primary	Assists			

**Exhibit H**

**Contract Agreement  
Between  
San Juan Unified School District  
And**



**For  
Professional Services**

**Lease-Leaseback  
Responsibility Matrix**

	OWNER	CM Firm	AE	P.I.	LLB Entity
<b>Pre-Design Phase</b>					
Identification and prioritization of projects	Primary				
Conduct project integration exercise	Primary	Assists			
Identify design professional	Primary	Assists			
Prepare design professional contract	Primary	Assists			
Provide existing record drawings	Primary	Assists			
Prepare / Process Project Scope Statement	Assists	Primary			
Provide detailed written educational program	Primary	Assists	Assists		
Initiate detailed scope development	Primary	Assists	Assists		
Develop Conceptual Cost Estimates for RFQ/P	Assists	Primary	Assist		
Provide District Master Specifications & Design Standards	Primary	Assists	Assist		

	OWNER	CM Firm	AE	P.I.	LLB Entity
Provide priorities for use of available funding	Primary	Assists			
Prepare and Issue the RFP	Assists	Primary	Assists		
Coordinate Preproposal Meeting	Assists	Primary	Assists		
Prepare / Issue RFP Addenda	Assists	Primary	Assists		
Coordinate / Review RFP Responses	Assists	Primary	Assists		
Coordinate / Conduct Interviews	Assists	Primary	Assists		
Prepare Agreement / Documents for Board Approval	Primary	Assists			
Issue Notice to Proceed	Primary	Assists			
Conduct limited programming exercise at sites which have additional funding	Primary	Assists	Assists		
Prepare base drawings	Review	Review	Primary		
Initiate discussions with District M&O staff regarding existing conditions	Facilitates	Assists	Primary		
Conduct site investigations to gather data on existing conditions	Facilitate	Assists	Primary		
Investigate DSA status of construction not shown on record drawings	Assists	Assists	Primary		
Provide available data on hazardous material	Primary	Assists			
Develop initial project budget based on complete project scope	Assists	Primary	Assists		Assists
<b>Design Phase</b>					
Prepare schematic design drawings	Review	Review	Primary		Review

	OWNER	CM Firm	AE	P.I.	LLB Entity
Prepare monthly reports during design phase	Review	Review			Primary
Review schematic design drawings	Review	Primary	Review		Assists
Prepare design development drawings and specifications	Review	Review	Primary		Review
Review design development drawings and specifications	Review	Primary	Assists	Review	Review
Preparation of final construction documents (Excluding front end docs)	Assists	Assists	Primary		Assists
Preparation of front end documents	Assists	Primary	Assists		Assists
Review of final construction documents	Review	Primary	Assists	Review	Review
Cost estimating and budget tracking at each design phase	Assists	Review	Primary		Primary
Coordinate Reconciliation meetings at each design phase	Assists	Primary	Assists		Assists
Maintaining document production schedule		Assists	Primary		Assists
Preparation of State funding application documents	Primary	Assists	Assists		Assists
All required reviews by DSA		Assists	Primary		Assists
Quality Control and coordination of documents		Assists	Primary		Assists
Review for QC and coordination of documents		Assists	Primary		Assists
Incorporation of DSA back check comments		Assists	Primary		Assists
Packaging bid documents	Assists	Assists	Assists		Primary

	OWNER	CM Firm	AE	P.I.	LLB Entity
Submittal of documents to State funding agency	Assists	Primary	Assists		
Tracking of State funding status	Primary	Assists			
<b>Procurement Phase</b>					
Reproduction and distribution of bid documents		Assists	Assists		Primary
Contractor marketing	Assists	Assists	Assists	Assists	Primary
Pre-bid meeting	Assists	Assists	Assists	Assists	Primary
Addenda		Assists	Primary		Assists
TBR Prep					
1.) Incremental TBR & Trades review	Review	Assists	Assists		Primary
2.) TBR Approval, incl Trades	Primary	Assists	Assists		
Preparation of Final TBR Amendment for Board Approval	Primary	Assists			Assists
Preparation of State funding post-bid documents	Primary	Assists			
Draft and issue trade contracts		Assists			Primary
Review insurance and bonds	Primary	Assists			
Issue notice to proceed	Primary	Assists			
<b>Construction Phase</b>					
Schedule review		Primary			
Submittal review	Assists	Assists	Primary		
Issuance of Architects Instructional Bulletins		Assists	Primary		
Issuance of Requests for Proposal		Primary	Assists		
Issue proposed change request					Primary
Issue Change Directive	Assists	Primary			Assists
Approve Change Directive	Primary	Assists			
Change order approval above the TBR	Primary	Assists			Assists

	OWNER	CM Firm	AE	P.I.	LLB Entity
Issue request for information					Primary
Respond to RFI		Assists	Primary		
Address all technical issues	Assists	Assists	Primary		
Oversee construction quality	Assists	Assists	Assists	Primary	Assists
Carry out work on schedule		Monitor			Primary
Prepare progress payment application w/LLB Payments & schedule of values		Assists			Primary
Review progress payment applications		Primary		Assists	Assists
Prepare as-built drawings					Primary
Review as-built drawings		Assists		Primary	
Interface with staff at occupied site	Primary	Assists			
Hazardous material inspection	Primary	Assists			
Coordinate moving of staff	Assists	Primary			Assists
Construction cleanup		Monitors		Monitors	Primary
Means, methods and materials		Monitors		Monitors	Primary
DSA required reports		Assists	Assists	Primary	Primary
Punch list preparation	Assists	Assists	Primary	Assists	Assists
Punch list work completion		Monitor	Monitor	Monitor	Primary
Punch list clearance		Assists	Primary	Assists	
DSA closeout documents		Assists	Primary	Assists	Assists
State funding closeout documents	Primary	Assists	Assists		
Contract closeout documents	Reviews	Reviews	Primary		
Record documents	Reviews	Assists	Primary	Reviews	
Warranty inspection	Primary	Assists			

**Exhibit I**

**Contract Agreement  
Between  
San Juan Unified School District  
And**



**For  
Professional Services**

**Design Bid Build  
Responsibility Matrix**

	OWNER	CM Firm	A/E	P.I.	G.C.
<b>Pre-Design Phase</b>					
Identification and prioritization of projects	Primary				
Conduct project integration exercise	Primary	Assists			
Identify primary design professional	Primary	Assists			
Prepare primary design professional contract	Primary	Assists			
Provide existing record drawings	Primary	Assists			
Provide detailed written educational program	Primary	Assists	Assist		
Initiate detailed scope development	Primary	Assists	Assist		
Develop detailed written scope for project	Primary	Assists	Assist		
Provide District Master	Primary	Assists	Assist		

	OWNER	CM Firm	A/E	P.I.	G.C.
Specifications & Design Standards					
Provide priorities for use of available funding	Primary	Assists			
Conduct limited programming exercise at sites which have additional funding	Primary	Assists			
Prepare base drawings	Review	Review	Primary		
Initiate discussions with District M&O & Technology Services staff regarding existing and future conditions	Assists	Assists	Primary		
Conduct site investigations to gather data on existing conditions	Facilitate	Assists	Primary		
Investigate DSA status of construction not shown on record drawings	Assists	Assists	Primary		
Provide available data on hazardous material	Primary	Assists			
Develop initial project budget based on complete project scope	Assists	Primary	Assists		
<b>Design Phase</b>					
Prepare schematic design drawings		Review	Primary		
Review schematic design drawings	Assists	Primary			
Prepare design development		Review	Primary		



	OWNER	CM Firm	A/E	P.I.	G.C.
drawings and specifications					
Review design development drawings and specifications	Assists	Primary		Assists	
Preparation of final construction documents (Excluding front end docs)		Assists	Primary		
Preparation of front end documents - templates provided by Owner		Primary			
Review of final construction documents	Assists	Primary		Assists	
Cost estimating and budget tracking	Assists	Primary			
Maintaining document production schedule		Assists	Primary		
Preparation of State funding application documents	Primary	Assists	Assists		
All required reviews by DSA		Assists	Primary		
Third party review for QC and coordination of documents		Primary			
Incorporation of DSA back check comments		Assists	Primary		
Packaging bid documents	Assists	Primary	Assists		
Submittal of documents to State funding agency	Assists	Primary	Assists		
Tracking of State funding status	Primary				
<b>Bid &amp; Award Phase</b>					

	OWNER	CM Firm	A/E	P.I.	G.C.
Reproduction and distribution of bid documents		Primary			
Contractor marketing	Assists	Primary	Assists		
Pre-bid meeting	Assists	Primary	Assists	Assists	
Addenda		Assists	Primary		
Bid opening	Primary	Assists			
Recommendation for award	Primary	Assists			
Preparation of State funding post-bid documents	Primary	Assists			
Draft and issue contracts provided by Owner		Primary			
Review insurance and bonds	Primary				
Issue notice of intent to award	Primary	Assists			
Issue notice to proceed	Primary	Assists			
<b>Construction Phase</b>					
Schedule review		Primary			
Submittal review		Assists	Primary		
Issuance of Architects Instructional Bulletins		Assists	Primary		
Issuance of Requests for Proposal		Primary			
Issue proposed change orders					Primary
Approval of PCO	Primary	Assists	Assists		
Issue Construction Change Directive	Assists	Primary	Assists		
Change order approval	Primary	Assists	Assists		
Change orders and cost issues	Assists	Primary	Assists		

	OWNER	CM Firm	A/E	P.I.	G.C.
Issue request for information					Primary
Respond to RFI		Assists	Primary		
Address all technical issues	Assists	Assists	Primary		
Oversee construction quality	Assists	Assists	Assists	Primary	
Carry out work on schedule		Monitor			Primary
Prepare progress payment application w/ schedule of values					Primary
Review as-built drawings		Assists		Primary	
Review progress payment applications		Primary	Assists	Assists	
Interface with staff at occupied site	Primary	Assists			
Hazardous material inspection	Primary				
Coordinate moving of staff	Assists	Primary			
Construction cleanup		Monitors			Primary
Means, methods and materials					Primary
DSA required reports		Assists	Primary	Primary	Primary
Punch list preparation	Assists	Assists	Primary	Assists	
Punch list work completion		Monitor		Monitor	Primary
Punch list clearance		Assists	Primary	Assists	
DSA closeout documents		Assists	Primary	Assists	Assists
State funding closeout documents	Primary	Assists	Assists		
Contract closeout documents	Reviews	Reviews	Reviews		Primary
Record documents		Assists	Primary	Reviews	Assists

	OWNER	CM Firm	A/E	P.I.	G.C.
Warranty inspection	Primary	Assists			

**Exhibit J**

**Contract Agreement**

**Between**

**San Juan Unified School District**

**And**



**For**

**Professional Services**



PO # \_\_\_\_\_  
 Req. # \_\_\_\_\_  
 Vendor # \_\_\_\_\_  
 Project # \_\_\_\_\_

**Project/Construction Manager Service Order**

This Service Order is by and between San Juan Unified School District (“SJUSD”) and \_\_\_\_\_ (“Consultant”). Pursuant to this Service Order, SJUSD hereby assigns \_\_\_\_\_ project (“Project”) to Consultant for construction management services in accordance with the terms and conditions of the Construction Management Agreement by and between SJUSD and Consultant dated \_\_\_\_\_ (“Agreement”).

Consultant’s fees for this Project shall be as follows:

1. The total fee for design phase of the Project (up to but not including bid and award) shall be hourly at the rates set forth in Exhibit A to the Agreement, plus the allowable reimbursable expenses set forth in Exhibit B to the Agreement.
2. The total fee for Pre-bid work and Award, Construction and Post-Construction Phases shall be hourly at the rates set forth in Exhibit A to the Agreement, not to exceed twenty percent (20%) of the final construction cost for the Project, plus the allowable reimbursable expenses set forth in Exhibit B to the Agreement.

This Service Order is issued in accordance with the Agreement, and all terms of the Agreement are hereby incorporated into and made a part of this Service Order, except as otherwise stated herein.

The following summarizes information related to the Project:

<b>Project Name:</b>	
<b>Budget Code:</b>	
<b>Start/End Dates:</b>	
<b>Consultant Contact and Email:</b>	

The following Basic Services set forth in Exhibit C1, C2 or C3 to the Agreement are expressly included in the services required for this Project:



**Design Build and Lease/Leaseback**

**I. Pre-Design Phase**

- Conduct project integration exercise
- Identify criteria design professional
- Prepare criteria design professional contract
- Provide existing record drawings
- Prepare / Process project scope statement
- Provide detailed written educational program
- Initiate detailed scope development-**LLB ONLY**
- Prepare criteria documents-**DB ONLY**
- Develop conceptual cost estimates for criteria-**DB ONLY**
- Develop conceptual cost estimates for RFQ/P-**LLB ONLY**
- Provide district master specifications and design standards
- Provide priorities for use of available funding
- Prepare and issue the RFQ-**DB ONLY**
- Coordinate / Review RFQ responses
- Prepare and issue the RFP
- Coordinate pre-proposal meeting-**LLB ONLY**
- Coordinate confidential meetings-**DB ONLY**
- Prepare / Issue RFP addenda
- Coordinate / Review RFP responses
- Coordinate / Conduct Interviews
- Prepare Resolution documents and agreement for Board approval
- Issue Notice to Proceed
- Conduct limited programming exercise at sites which have additional funding

- Review base drawings
- Initiate discussions with district M&O staff regarding existing conditions
- Conduct site investigations to gather data on existing conditions
- Investigate DSA status of construction not shown on record drawings
- Provide available data on hazardous material
- Develop initial project budget based on complete project scope

**II. Design Phase**

- Review schematic design drawings
- Prepare monthly reports during design phase
- Review schematic design drawings
- Review design development drawings and specifications
- Review design development drawings and specifications
- Monitors preparation of final construction documents (excluding front end documents)
- Preparation of front end documents
- Review of final construction documents
- Cost estimating and budget tracking at each design phase
- Coordinate reconciliation meetings at each design phase
- Monitor document production schedule



**II. Design Phase (con't)**

- Preparation of State funding application documents
- Monitors all required reviews by DSA
- Quality control and coordination of documents
- Review for QC and coordination of documents
- Monitors incorporation of DSA back check comments
- Assists with packaging bid documents
- Prepares submittal of documents to State funding agency
- Tracking of State funding status

**III. Procurement Phase**

- Reproduction and distribution of bid documents
- Pre-bid meeting
- Addenda
- Bid opening-**DB ONLY**
- Review and approval of GMP-**DB ONLY**
- TBR Prep -**LLB ONLY**
  - Incremental TBR & trades review-**LLB ONLY**
  - TBR approval including trades-**LLB ONLY**
- Preparation of final TBR amendment for Board approval
- Preparation of State funding post-bid documents
- Review insurance and bonds
- Issue Notice to Proceed

**IV. Construction Phase**

- Schedule review
- Submittal review
- Issuance of Architects instructional bulletins
- Issuance of Requests for Proposal
- Issue Change Directive
- Approve Change Directive
- Change Order approval above the GMP-**DB ONLY**
- Change Order approval above the TBR-**LLB ONLY**
- Respond to RFI
- Address all technical issues
- Oversee construction quality
- Carry out work on schedule
- Prepare progress payment application with schedule of values
- Review progress payment applications
- Review as-built drawings
- Interface with staff at occupied site
- Hazardous material inspection
- Coordinate moving of staff
- DSA required reports
- Punch list preparation
- Punch list work completion





**IV. Construction Phase (con't)**

- Punch list clearance
- DSA closeout documents
- State funding closeout documents
- Contract closeout documents
- Record documents
- Warranty inspection

**V. Additional Services:** \_\_\_\_\_



**Design Bid Build**

**I. Pre-Design Phase**

- Conduct project integration exercise
- Identify primary design professional
- Prepare primary design professional contract
- Provide existing record drawings
- Provide detailed written educational program
- Initiate detailed scope development
- Develop detailed written scope for project
- Provide district master specifications, general conditions and design standards
- Provide priorities for use of available funding
- Conduct limited programming exercise at sites which have additional funding
- Review base drawings
- Initiate discussions with district M&O and Tech Services staff regarding existing and future conditions
- Conduct site investigations to gather data on existing conditions
- Investigate DSA status of construction not shown on record drawings
- Provide available data on hazardous material
- Develop initial project budget based on complete project scope

**II. Design Phase**

- Review schematic design drawings
- Review design development drawings and specifications

- Review of final construction documents (excluding front end documents)
- Preparation of front end documents
- Cost estimating and budget tracking
- Monitor document production schedule
- Preparation of State funding application documents
- Monitor all required reviews by DSA
- Third party review for QC and coordination of documents
- Assists with packaging bid documents
- Submittal of documents to State funding agency

**III. Bid and Award Phase**

- Reproduction and distribution of bid documents
- Contractor marketing
- Pre-bid meeting
- Addenda
- Bid opening
- Recommendation for award
- Preparation of State funding post-bid documents
- Issue Notice of Intent to Award
- Issue Notice of Proceed



**IV. Construction Phase**

- Schedule review
- Submittal review & tracking
- Issuance of Architects instructional bulletins
- Issuance of Requests for Proposal
- Approval of PCO
- Issue Construction Change Directive
- Change Order approval
- Change Orders and cost issues
- Respond to RFI
- Address all technical issues
- Oversee construction quality
- Carry out work on schedule
- Review as-built drawings
- Review progress payment applications
- Interface with staff at occupied site
- Coordinate moving of staff
- Monitor construction clean up
- DSA required reports
- Punch list preparation
- Punch list work completion
- Punch list clearance
- DSA closeout documents
- State funding closeout documents
- Contract closeout documents
- Record documents
- Warranty inspection

**V. Additional Services:** \_\_\_\_\_



Facilities Business Department will process and email a copy of the Service Order to the Consultant and Facilities Construction.

\_\_\_\_\_  
Nicholas Arps Date  
Director Facilities, Construction and Modernization

\_\_\_\_\_  
Consultant Signature\*

\_\_\_\_\_  
Frank Camarda Date  
Assistant Superintendent of Facilities & Transportation

\_\_\_\_\_  
Consultant Name Phone

*\*By signing, Consultant agrees to all the terms and conditions of the Master Contract Agreement dated: 03/3/2021.*

**Exhibit K**

**Contract Agreement**

**Between**

**San Juan Unified School District**

**And**



**For**

**Professional Services**



**ABC Construction Management**  
 1234 Main Street, Suite Z  
 Anytown, CA, 12345  
 (888) 555-1234 phone (888) 555-4321 fax  
 email: boss@abccm.com

Invoice No. \_\_\_\_\_

# INVOICE

**Invoice Bill To:**

**Name** San Juan Unified School District  
 Attn: Facilities Accounting  
**Address** 5320 Hemlock Street  
 Sacramento, CA 95841  
**Phone** (916) 971-5780

Date \_\_\_\_\_  
 PO# \_\_\_\_\_

**Billing Period:** \_\_\_\_\_

Total Qty	Unit	Description	Unit Price	Subtotal	TOTAL
		<b>Project A/Project 110-0000-1A</b> Project/Construction Management - Budget Line 11			\$ -

Comments: Net Due 30 Days (after District Approval)  
 Prepared by: \_\_\_\_\_  
 Approved by: \_\_\_\_\_  
 Date: \_\_\_\_\_

**TOTAL INVOICE** \$ -

Office Use Only

\_\_\_\_\_

Consultant: \_\_\_\_\_  
 PO: \_\_\_\_\_  
 Project: \_\_\_\_\_  
 Time Period: \_\_\_\_\_ to \_\_\_\_\_

DATE	Name Project Director \$0.00	Name Sr. Proj. Mgr. \$0.00	Name Project Mgr. \$0.00	Name Const. Reviewer \$0.00	Name Scheduler \$0.00	Name Const. Mgr. \$0.00	Name Field Engineer \$0.00	Name Estimator \$0.00	Name Field Coord. \$0.00	Name Cont. Admin. \$0.00	Name Clerical/Admin. \$0.00	TOTAL
1												0.00
2												0.00
3												0.00
4												0.00
5												0.00
6												0.00
7												0.00
8												0.00
9												0.00
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28												0.00
29												0.00
30												0.00
31												0.00
<b>TOTAL</b>	0.00 \$0.00	0.00 \$0.00	0.00 \$0.00	0.00 \$0.00	0.00 \$0.00	0.00 \$0.00	0.00 \$0.00	0.00 \$0.00	0.00 \$0.00	0.00 \$0.00	0.00 \$0.00	<b>0.00</b> <b>\$0.00</b>

ABC Construction Management  
1234 Main Street, Suite Z  
Anytown, CA 12345  
(888) 555-1234 phone (888) 555-4321 fax  
email: boss@abccm.com

Project #:

Project Name:

**Reimbursables**

Invoice/Receipt #	Description/Purpose	Amount

**Grand Total Reimbursables**

**\$0.00**