

**BERRYESSA UNION SCHOOL DISTRICT
PURCHASING DEPARTMENT**

1376 Piedmont Road
San Jose, CA 95132
(408) 923-1871 (ph)
(408) 926-8329 (fax)



Pathway to the Future

REQUEST FOR QUALIFICATIONS

RFQ 02-2019-20

CONSTRUCTION MANAGEMENT SERVICES

DUE: Before 2:00 p.m. on Tuesday January 28 , 2020

**REQUEST FOR QUALIFICATIONS
BERRYESSA UNION SCHOOL DISTRICT**

DUE DATE: TUESDAY JANUARY 28, 2020 BEFORE 2:00PM

**RFQ 02-2019-2020
REQUEST FOR QUALIFICATIONS
CONSTRUCTION MANAGEMENT SERVICES**

NOTICE IS HEREBY GIVEN that the Berryessa Union School District of Santa Clara County, State of California, acting by and through its Governing Board, hereafter referred to as the "District", will receive under sealed cover BEFORE 2:00 P.M. (Pacific Daylight time), on TUESDAY, JANUARY 28, 2020, qualification statements for the award of Construction Management Services. The Request for Qualifications (RFQ) is located on the District's website at www.berryessa.k12.ca.us click on the quick link Request for Proposals where all instructions can be found.

Proposals shall be received at: Purchasing Department
Berryessa Union School District
1376 Piedmont Road
San Jose, CA 95132

The School District reserves the right to accept or reject any and all proposals and to waive any irregularities or informalities in the proposals or in the proposal process.

No proposers may withdraw their proposal for a period of 90 days after the date set for the opening of proposals or after approval by the Berryessa Union School District Board of Education.

The intent of this RFQ is to solicit Statements of Qualification for Construction Management Services for future District-wide modernization projects should a Bond Measure be passed in March 2020.

For all questions please contact: Bonny Gregorius, Purchasing Manager
Berryessa Union School District
Phone: 408 -923-1871
Fax: 408-926-8329
Email: bgregorius@busd.net

For the Governing Board
Berryessa Union School District
Bonny S Gregorius
Purchasing Manager

ADMINISTRATIVE INFORMATION

District Contact:

For purchasing and legal questions please contact:
Bonny Gregorius, Purchasing Manager
Berryessa Union School District
Phone: 408 -923-1871
Fax: 408-926-8329
Email: bgregorius@busd.net

Attachments:

- Attachment A: List of School and Administrative Sites
- Attachment B: Professional Services Agreement

Proposal Due Date:

Proposals must be submitted before 2:00 PM (Pacific Daylight time) on Tuesday, January 28, 2020. See the "Instructions" in the Submission Requirements section of this document for details.

Schedule of Events:

Action	Date
Request for proposal issued	December 16, 2019
Advertisement in San Jose Post Record	December 19, 2019
Advertisement in San Jose Post Record	December 26, 2019
Written questions from Proposers due before 5:00PM	January 10, 2020
Response to questions will be provided	January 14, 2020
Proposals due before 2:00PM	January 28, 2020
Proposal evaluation	January 28-31, 2020
Notification to short-listed firms	January 31, 2020
Oral presentations/ Interviews	February 5, 2020
Notification	TBD

PROJECT OVERVIEW

RFQ Intent:

The intent of this RFQ is to solicit Statements of Qualification for Construction Management Services for future District-wide modernization projects should a Bond be passed in March 2020.

Services Requested:

Berryessa Union School District (District) requests proposals and qualifications from professional services firms for construction management services. The services provided must meet the objectives as described in this Request for Qualifications (RFQ).

Objectives:

The Berryessa Union School District expects the successful consultant team to assist the District in the evaluation and review of plans prior to bid and/or oversee entire projects as assigned.

District Background Information:

Berryessa Union School District is a public K-8 school district operating ten elementary and three middle schools. The District is located in the sloping northeastern foothills of the Silicon Valley in San Jose, California. The District serves a community of approximately 45,000 homes and has approximately 7,000 students enrolled in Kindergarten thru Eighth Grade. Challenging educational programs and a strong commitment to excellence produce high pupil achievement. As such, we are constantly striving to fill District needs in the most cost-effective manner to obtain the best combination of product, quality, price, and service.

This request for proposal does not commit the Berryessa Union School District to award a contract, to pay for any costs incurred in the preparation of a proposal, or to procure or contract the services or supplies. The Berryessa Union School District reserves the right to accept or reject any or all proposals received as a result of the request, to negotiate with any qualified source, or to cancel in part or in its entirety the Request for Proposals if it is in the best interest of the Berryessa Union School District. The District may require the firm selected to participate in negotiations, and to permit such price, technical or other revision of their proposals as may result from said negotiations. The selected firm's proposal will be submitted to the Board of Trustees for consideration of award. The decision of the Board is final.

SUBMITTAL REQUIREMENTS

Your Statement of Qualifications must respond to each item noted below and must follow the format described below. Please limit response information to thirty five (35) pages and include relevant information only. Submitted materials are limited to 8-1/2 x 11 white paper.

1. **COVER LETTER/LETTER OF INTEREST**
Maximum of two (2) pages. Must include name of firm, address, telephone and fax numbers, and name of Principal to contact. Letter must be signed by representative of the firm with authorization to bind the firm by contract.
2. **DESCRIPTION OF FIRM AND KEY SUB-CONSULTANT FIRMS**
 - A. **Architectural Firm**
 - History, number of years in business in California
 - Location of office which will perform the work
 - Size of staff, number of professionals in the office which will direct the work
 - B. **Consultant Firms (if any)**
 - Provide an organizational chart showing the District's relationship to your firm and any consultants.
 - For each consultant firm, provide the following information:
 - Description of the services the firm will be providing
 - History, number of years in business
 - Location of office which will perform the work
 - Size of staff, number of professionals in the office which will perform the work
 - Description of extent and duration of prior working relationship with your firm (number and type of projects, number of years)
3. **RELEVANT EXPERIENCE**
 - A. **List relevant K-12 school projects and include:**
 - Project name and location
 - Year completed or current status
 - Client, contact person, and phone number
 - Project size: square feet and student enrollment
 - Project cost
4. **PROJECT TEAM**
 - A. **List the following key Team Members for your firm and any consultants (such as estimating)**
 - Principal-in-Charge
 - Project Manager (s)
 - Project Engineer/Assistant/Estimator

- B. Describe how the Team is organized and generally how its resources will be allocated for the duration of a project.
- C. Provide qualifications of the Team Members listed above by including resumes which also list related experience

5. PROJECT MANAGEMENT APPROACH

- A. Demonstrate the Team's ability to work with diverse decision-makers, i.e. Governing Board, Superintendent, Assistant Superintendents, MOT Staff, administration staff, facilities planning committee, school advisory committees, community representatives, and other technical advisors and consultants.
- B. Demonstrate the Team's ability to work with government agencies, particularly the California Division of the State Architect, the California Department of Education, and the California Office of Public School Construction. Include information on the firm's past experience in dealing with the State funding program.
- C. Describe your approach to conducting design and constructability review of architectural design work for school projects.
- D. Describe your approach to estimating and cost control during both design and construction phases.
- E. Describe by example your experience in meeting budgets. Describe your approach to bring a project back into budget in the construction phase.
- F. Describe by example your experience in meeting schedules and timelines. Describe your approach(es) to expedite schedule, in both design and construction phases.

6. FIRM TRACK RECORD

- A. List three (5) completed school projects, their construction budgets, and the dollar value of Change Orders for each. You may use a related project type if your firm has not completed five school projects.
- B. Provide a statement of your firm's financial stability.
- C. Has your firm ever been let go by a client or replaced by another firm during any educational and/or related project? If so, explain in detail.
- D. Does your firm have any current or pending litigation? If so, please describe.
- E. Has your firm ever defaulted on a contract within the past five (5) years or declared bankruptcy, or been placed in receivership within the past five (5) years?

7. BASIC SERVICES HOURLY RATE SCHEDULE FOR YOUR FIRM

SELECTION PROCESS

All Statements of Qualifications received by the specified deadline will be reviewed by the Owner for completeness, content, experience, and qualifications. For those firms deemed most qualified, further evaluation and interviews may be conducted as part of the final selection process. However, the Owner reserves the right to complete the selection process without proceeding to an interview process, and may choose to select based on the information supplied in the Statement of Qualifications.

INTERVIEWS

If selected for the short list of firms to be interviewed, Proposer should be prepared to be available on the date indicated on the schedule of events. Length of interview approximately one (1) hour total. A prepared oral presentation is requested by the Berryessa Union School District, to be no more than 30 minutes in length. The oral presentation and follow up Q&A will be evaluated on clarity of presentation, ability to answer both technical and application questions, and demonstrated understanding of the project intent.

Interviews will be conducted (if desired by District) on Wednesday February 5, 2020. Firms to be interviewed will be notified by Friday January 31, 2020.

The District reserves the right to select the firm(s) whose qualifications, in the District's sole judgment, best meet the needs of the District.

SELECTION CRITERIA

The following criteria, listed in no particular order of importance, will be used to select the firm for the new work.

1. Responsiveness to the RFQ – completeness and quality of the response.
2. Firm and sub-consultant experience with construction management and with school projects.
3. Qualifications and experience of proposed Team members, especially the Project Manager. Ability to dedicate appropriate quantity and quality of staff to this responsibility.
4. Client satisfaction.
5. Planning and facilitation skills and experience.
6. Ability to establish, manage, and comply with budget.
7. Ability to establish, manage, and comply with schedule.
8. Knowledge of and experience with relevant State agencies and funding programs.
9. Ability to work effectively and respectfully with architect and other consultant firms on behalf of the District.

- 10. Ability to serve as the central point of communication and reporting.
- 12. Stability of firm and sub-consultant firms.

SUBMITTAL INSTRUCTIONS

Please submit under sealed cover one (1) original unbound copy and two (2) bound copies, and one (1) USB Flash-Drive. Faxes or emails will not be accepted.

Submit documents before 2:00 PM (Pacific Daylight time) on Tuesday, January 28, 2020 to:

Bonny Gregorius, Purchasing Manager
 Berryessa Union School District
 1376 Piedmont Road
 San Jose, CA 95132

Phone: 408 -923-1871
 Fax: 408-926-8329
 Email: bgregorius@busd.net

Telephone, electronic or facsimile proposals will not be considered. Proposals received after the time and date of closing will not be considered.

SUBMISSION FORMAT

The following table describes the required format and content for the vendor proposal:

TAB NUMBER	CONTENTS
1	Cover Letter/Letter of Interest
2	Description of Firm and Key Sub-Consultant Firms
3	Relevant Experience
4	Project Team
5	Project Management Approach
6	Firm Track Record
7	Basic Services Hourly Rate Schedule for Your Firm

Total pages not to exceed 35 pages, single sided on 8-1/2 x 11 white paper.

ATTACHMENT A

District School Sites and Administrative Offices

ELEMENTARY SCHOOL SITES:

Name	Address
Brooktree Elementary School	1781 Olivetree Drive, San Jose, CA 95131
Cherrywood Elementary School	2550 Greengate Drive, San Jose, CA 95132
Laneview Elementary School	2095 Warmwood Lane, San Jose, CA 95132
Majestic Way Elementary School	1855 Majestic Way, San Jose, CA 95132
Noble Elementary School	3466 Grossmont Drive, San Jose, CA 95132
Northwood Elementary School	2760 East Trimble Road, San Jose, CA 95132
Ruskin Elementary School	1401 Turlock Lane, San Jose, CA 95132
Summerdale Elementary School	1100 Summerdale Drive, San Jose, CA 95132
Toyon Elementary School	995 Bard Street, San Jose, CA 95127
Vinci Park Elementary School	1311 Vinci Park Way, San Jose, CA 95131

MIDDLE SCHOOL SITES:

Name	Address
Morrill Middle School	1970 Morrill Avenue, San Jose, CA 95132
Berryessa Youth Center	1970 Morrill Avenue, San Jose, CA 95132
Piedmont Middle School	955 Piedmont Road, San Jose, CA 95132
Sierramont Middle School	3155 Kimlee Drive, San Jose, CA 95132

ADMINISTRATIVE AND INDUSTRIAL SITES:

Name	Address
Education Center	1376 Piedmont Road, San Jose, CA 95132
MOT Corporation Yard	935 Piedmont Road, San Jose, CA 95132
Maintenance Buildings and Warehouse	945 Piedmont Road, San Jose, CA 95132
District Building	925 Piedmont Road, San Jose, CA 95132
Student Nutrition Central Kitchen	951 Piedmont Road, San Jose, CA 95132

AGREEMENT
CONSTRUCTION MANAGEMENT SERVICES
WITH SINGLE GENERAL CONTRACTOR DELIVERY
(Project Name)

This Construction Management Services Agreement (“Agreement”) is made and entered into this ____ day of _____, _____, by and between the BERRYESSA UNION SCHOOL DISTRICT (hereinafter referred to as “District”) and _____ (hereinafter referred to as “Construction Manager”) for construction management services relating to the _____ Elementary or (_____ Middle School) Modernization Project (hereinafter referred to as “Project”).

ARTICLE I
REPRESENTATIONS AND RESPONSIBILITIES

A. Construction Manager represents that it has the capabilities and skills in project design review and evaluation, cost estimating, bidding management and bid evaluation, construction supervision, claims review and negotiation, project close-out, project scheduling, budget management and cost control, and general management and administration of construction projects. All services performed by the Construction Manager under this Agreement shall be conducted in a manner consistent with the terms of this Agreement and with the level of care and skill ordinarily exercised by similar construction managers, on similar projects in California with similar complexity and with similar agreements, who are specially qualified to provide the services required by the District; and all such services shall be conducted in conformance to, and compliance with, all applicable Federal, State and local laws, including but not limited to statutes, decisions, regulations, building or other codes, ordinances, charters, the Americans with Disabilities Act (“ADA”), the California Public Contract Code, California Civil Code, and California Government Code.

B. Construction Manager agrees to furnish efficient business administration and management services and to perform in a manner consistent with the interests of District. The Construction Manager’s Services for the Project shall be as follows and as enumerated in Article II and Exhibit “A” to this Agreement.

ARTICLE II
BASIC SERVICES

A. Basic Services Defined: Construction Manager’s “Basic Services” consist of those services performed by Construction Manager and Construction Manager’s employees and consultants to provide the core functions listed below and more specifically set out within

Exhibit "A". "Core Functions" are contract duties that must be maintained throughout the life of the Project.

1. Observation of Work: Provide ongoing observation of the quality and progress of the work to assist the District and Architect in their efforts to have the work completed in conformance with the Project plans and specifications.
2. Schedule and Budget Considerations: Construction Manager will prepare and manage project schedules and construction budgets (Cost Control Reports) based on parameters provided by the District. The schedules and budgets shall be updated and revised by the Construction Manager as the Project progresses and as stated in this Agreement.
3. Coordination and Management Meetings: Provide ongoing senior management involvement in progress meetings.
4. Communication: Construction Manager shall provide overall coordination of the Project and shall be the focal point of all communication to and from construction contractor(s) and shall be copied on all communication between District and design professionals. The Construction Manager may be required to attend District Board meetings (monthly) and/or Bond Oversight Committee meetings (quarterly).
5. Construction Manager Representative: It is of primary importance to the District that it approve the Construction Manager Representative for the Project. The Construction Manager designates _____ as its Construction Manager. The Representative may not be replaced without the consent of the District and an replacement must be approved by the District, in its sole discretion.
6. Status Reports: Throughout the Progress of the work, the Construction Manager shall provide progress reports to the District, which will include updates on the project expenditures and their impact on the budget, description of work completed and analysis of any construction issues or claims that have arisen.
7. Project Database: Construction Manager will install or maintain (as the case may be appropriate), a Project database that shall include electronic copies of critical project documents, including, but not limited to: (1) Contract documents, (2) Submittals, (3) Change order Requests, (4) Approved Change Orders, (5) Requests for Information ("RFI"); (6) Schedules; (7) Meeting Minutes; and (8) Progress Payment Applications. The system and the data therein shall be the property of the District and will remain with the District upon completion of the Project. Construction Manager will provide such access and training as to allow District employees access to the Project data. Construction Manager shall maintain a Submittal Log, RFI Log, and Change Order Log, which will all be updated no less than once a week. Construction Manager shall update the Project Budget (Cost Control Report) and Schedule no less than once a month.
8. Cost Estimates: Construction Manager shall provide a detailed cost estimate based on the Architect's progress documents at each required document submittal:

100% of Schematic Design; 100% of Design Documents; 90% of Construction Documents; and 100% of Construction Documents.

9. Nonconforming Work: If the Construction Manager becomes aware of any fault or defect in the Project or nonconformance with the contract documents, the Construction Manager shall give prompt notice thereof to the owner.

**ARTICLE III
ADDITIONAL SERVICES**

The following “Additional Services” shall be performed by the Construction Manager only upon request and authorization in writing from the District and shall be paid for in accordance with Basic Services Hourly Rates as set forth in Exhibit “E”.

A. Services other than general assistance to the Architect related to investigations, appraisals or evaluations of existing conditions, facilities or equipment.

B. Consultation on replacement of work damaged by fire or other cause during construction, and furnishing services in conjunction with the replacement of such work.

C. Services made necessary by the material default of the General Contractor or any Trade Contractor.

D. Preparing to serve, or serving, as an expert witness in connection with any public or other legal proceeding; provided, however, that preparing or serving as a fact witness for the District in any legal proceeding involving the Projects or rendering testimony necessary to secure governmental approvals for the Projects will not constitute an additional service hereunder.

E. Recruiting or training maintenance personnel beyond the building turnover period.

F. Inspections of and services related to the Project after the end of the Project Close Out Phase, not included in the scope of this Agreement except that the Construction Manager shall assist the District, as a Basic Service hereunder, with all warranty claims during the warranty period.

**ARTICLE IV
DISTRICT RESPONSIBILITIES**

A. Project Information: The District shall provide full and complete information regarding the requirements of the Project, which shall set forth the District’s objectives, constraints and criteria.

B. Budget: The District shall provide the budget for the Project.

C. District's Representative: The District shall designate a representative ("District's Representative") to act on the District's behalf with respect to the Project. The authorized Representative shall render decisions promptly to avoid unreasonable delay in the progress of the Construction Manager's services and shall expeditiously process contractor payment applications and change order documentation and shall make all required payments in a timely manner.

D. Tests, Inspection And Reports: The District shall furnish tests, inspections and reports as required by law or the Contract and Construction Documents.

E. Nonconforming Work: If the District observes or otherwise becomes aware of any fault or defect in the Project, or nonconformance with the contract documents, the District shall give prompt notice thereof to the Construction Manager.

ARTICLE V CONSTRUCTION MANAGER'S COMPENSATION

A. Basic Services Fee: For the Basic Services satisfactorily performed under this Agreement, Construction Manager shall be compensated according to its hourly rate schedule (Attachment E, below). Construction Manager's total compensation for its Basic Services shall not exceed \$_____, which is Construction Manager's estimate of the maximum total cost of its Basic Services on the Project, based on its fee estimate (Attachment B, below). However, Construction Manager will not be compensated for any Basic Services required as a result of Construction Manager's wrongful acts or omissions. Construction Manager acknowledges that the not-to-exceed price for Basic Services, above, includes contingency compensation in the event that more time and costs than originally anticipated may be necessary to complete the Basic Services.

B. Compensation For Additional Services: Additional Services are defined and described in Article III, above. Compensation for any Additional Services authorized by the District during the planned duration of services shall be made in accordance with Basic Services Hourly Rates as set forth in Exhibit "E."

C. Reimbursable Expenses: Construction Manager shall be reimbursed by District for its Reimbursable Expenses on a Project, not to exceed \$_____. Construction Manager shall submit the calculations, and other documentation as necessary, to reasonably support its estimate of the total cost of its reimbursable expenses. Reimbursable Expenses are those out-of-pocket expenses directly incurred as a result of performance of Construction Manager's obligations under this Agreement. Reimbursable Expenses for each Project are limited to job office/trailer, move in/out, trailer utilities, phone, phone system, fax, copier, miscellaneous blueprints, postage, messenger, computers, vehicle mileage, supplies, furniture, preconstruction expense, and miscellaneous expense, and the not-to-exceed amount in this paragraph is based on Construction Manager's estimates of these costs during the Project. Reimbursable Expenses do not include indirect costs, such as general overhead (for example, home office overhead, or insurance premiums), for which Construction Manager must pay out of its compensation for Basic and Additional Services. Reimbursable Expenses do not include general conditions

construction work (including but not limited to equipment rentals, temporary toilets, dust control, temporary barricades, site security, worker safety, temporary water, temporary power, and janitorial and debris services), which shall be included in the bid packages to be awarded to one or more prime contractors.

ARTICLE VI PAYMENT PROCEDURES

A. For services satisfactorily performed under this Agreement, payment for Basic Services, Additional Services and Reimbursable Expenses shall be made on a monthly basis after receipt and approval by the District of the Construction Manager's properly documented and submitted invoices. To be "properly documented and submitted," an invoice shall be timely, be accompanied by all necessary documentation, list all activities performed, and for each activity performed list the person performing it and the person's rate of compensation. Construction Manager's invoice shall be submitted within ten (10) days of the end of the monthly billing period. Invoices, receipts and other documentation to establish the validity of all reimbursable expenses shall be a prerequisite to District payment of such expenses. If District disputes a portion of a properly submitted invoice, it shall notify Construction Manager of the dispute and, upon Construction Manager's request, arrange for a meeting to confer about, and potentially resolve, the dispute. Prior to this meeting, Construction Manager shall provide all documentation requested to support disputed portions of properly submitted invoice. Regardless of any such dispute about an invoice or payment, Construction Manager shall continue to provide all services required by this Agreement and law until the end of the Project, even if District and Construction Manager cannot resolve all such disputes. Payments of undisputed portions of a properly submitted invoice shall be made within 60 days of receipt of the invoice; Construction Manager otherwise waives all rights and remedies under law related to receipt of payment of undisputed amounts.

B. The Construction Manager's compensation shall be paid notwithstanding a Contractor-caused delay in completion of the Project or reduction of final construction cost by reason of penalties, liquidated damages, or other amounts withheld from the Contractor. However, District may withhold from payments to Construction Manager to the extent that (i) Basic Services and Additional Services remain to be performed, including but not limited to those required for project closeout and payments to Contractor, and (ii) Construction Manager's wrongful acts or omissions caused District to incur damages, losses, liabilities or costs, including but not limited to withholding any amounts for which Construction Manager is responsible. If the total amount invoiced by Construction Manager reaches the not-to-exceed Basic Services amount before the Basic Services under this Agreement are complete, Construction Manager must complete the Basic Services without submitting additional invoices, or receiving additional payment, for Basic Services.

C. Should District cancel the Project under this Agreement at any time during the performance of this Agreement, Construction Manager shall, upon notice of such cancellation, immediately cease all work under this Agreement.

D. District has the right to audit Construction Manager's records and files regarding any of the work performed by Construction Manager for District on this Project during or after the Project. Construction Manager shall keep complete records showing all hours worked and all costs and charges applicable to its work under this Agreement. Architect will be responsible for Construction Manager's consultants keeping similar records. District shall be given reasonable access to those records for audit purposes within ten (10) days of receipt of District's request. Construction Manager shall keep and maintain such records and files for ten (10) years.

E. Construction Manager's hourly rate schedule for its services is listed in Exhibit E to this Agreement.

F. Construction Manager shall not accept compensation or other benefits from other persons related to the Project, including payments from manufacturers of construction materials that are specified in the design.

**ARTICLE VII
PROJECT SCOPE AND SCHEDULE**

A. Time Schedule. The services to be provided under this Agreement shall be completed in general accordance with the schedule contained in Exhibit "C".

B. Project Scope: The scope of work for the Project is set forth in Exhibit "D".

**ARTICLE VIII
TERMINATION, ABANDONMENT OR SUSPENSION OF WORK**

A. Written Notice: The District may suspend or terminate the Construction Manager's services under this Agreement following thirty (30) days written notice to the Construction Manager because of the failure of the Construction Manager to satisfactorily perform under this Agreement or if the Construction Manager fails to complete its services or otherwise comply with the terms of this Agreement.

B. 14 Day Notice: District shall also have the right in its absolute discretion to terminate this Agreement without cause following fourteen (14) days prior written notice from District to Construction Manager.

C. Right of Suspension or Abandonment: The District may suspend or abandon all or any portion of the work on the Project upon written notice to the Construction Manager. Upon notice of suspension or abandonment, Construction Manager shall as soon as practicable discontinue any further action on the Project or portion thereof.

D. No Executory Obligations: If the entire work to be performed on the Project is abandoned, the parties shall each be relieved of the remaining executory obligations of the Agreement, as it relates to the Project, but shall not be relieved of any obligations arising prior to said abandonment.

E. Termination Fee: In the event of termination not the fault of the Construction Manager, including termination for convenience, abandonment or suspension, the Construction Manager shall be compensated for all services performed to the termination date together with all reasonable Termination Expenses. It is agreed that all recoverable termination expenses will be satisfied by the payment of an amount equal to five percent (5%) of the remainder of the Basic Fee or the total Basic Fee already paid, whichever is less.

F. No Termination Fee: In the event of termination due to a breach of this Agreement by Construction Manager, no Termination Fee is owed to Construction Manager and the Construction Manager shall pay to District any damages sustained by District due to such breach.

G. Delivery of Documents: Upon termination, abandonment or suspension, Construction Manager shall deliver to District all documents and matters completed by Construction Manager to which District would have been entitled at the completion of Construction Manager's services.

ARTICLE IX INDEMNIFICATION

A. Duty To Indemnify And Hold Harmless: To the fullest extent permitted by law, and subject to the limitations of Civil Code § 2782, Construction Manager agrees to indemnify, defend and hold District, its board members, employees, and officers harmless from liability arising out of:

1. Any and all claims under Workers' Compensation acts and other employee benefit acts with respect to Construction Manager's employees or Construction Manager's subcontractor's employees arising out of Construction Manager's work under this Agreement;

2. Liability for damages for: (a) death or bodily injury to person; (b) injury to, loss or theft of property; (c) any failure to comply with any provision of law; or (d) any other loss, damage or expense arising under either (a), (b), or (c) above, caused by the Construction Manager or any person, firm or corporation employed by the Construction Manager upon or in connection with the Project, except for liability resulting from the active negligence, or willful

misconduct of the District, its board members, officers, employees, agent or independent Construction Managers who are directly employed by the District; and

3. Any loss, injury to or death of persons or damage to property, or additional construction costs, caused by any negligent acts or omissions of the Construction Manager, or any person, firm or corporation employed by the Construction Manager, either directly or by independent contract.

B. Duty To Defend Claims:

1. The Construction Manager, at Construction Manager's own expense, cost, and risk, shall defend any and all claims, actions, suits, or other proceedings that may be brought or instituted against the District, its board members, officers, or employees, on account of any of the causes identified within Article IX, Section A, Subsections 1, 2, and 3, above, and shall pay or satisfy any judgment that may be rendered against the District, its officers, or employees in any actions, suit of other proceedings as a result thereof.

2. Said indemnity is intended to apply during the period of this Agreement of Construction Manager's performance and shall survive the expiration or termination of this Agreement until such time as action against District on account of any matter covered by such waiver of indemnity is barred by the applicable statute of limitation.

**ARTICLE X
SUCCESSORS AND ASSIGNS**

This Agreement is binding upon and inures to the benefit of the successors, executors, administrators, and assigns of each party to this Agreement, provided, however, that the Construction Manager shall not assign or transfer by operation of law or otherwise any or all rights, burdens, duties, or obligations without prior written consent of the District. Any attempted assignment without such consent shall be invalid.

**ARTICLE XI
APPLICABLE LAW**

This Agreement shall be governed by the laws of the State of California and any policies/regulations adopted thereunder ("Applicable Law"). To the extent that there is any inconsistency between this Agreement and the Applicable Law, or this Agreement omits any requirement of the Applicable Law, the language of the Applicable Law, in effect on the date of the execution of this Agreement, shall prevail.

ARTICLE XII
CONSTRUCTION MANAGER NOT OFFICER OR EMPLOYEE OF DISTRICT

While engaged in carrying out and complying with the terms and conditions of this Agreement, the Construction Manager is an independent contractor and not an officer or employee of the District.

ARTICLE XIII
INSURANCE

A. Insurance Provided By Construction Manager: The Construction Manager shall purchase and maintain insurance for not less than the following limits or greater if required by law:

1. Workers' Compensation:
 - a. State Statutory
 - b. Applicable Federal Statutory

2. Comprehensive General Liability: (including premise-operations; Independent Contractor Protection; Products and Completed Operations; Broad Form Property Damage):
 - a. Bodily Injury (including personal \$1,000,000 each occurrence injury, sickness, disease or death).
 - b. Property Damage \$1,000,000 each occurrence, \$1,000,000 aggregate.

3. Contractual Liability:
 - a. Bodily Injury \$1,000,000 each occurrence.
 - b. Property Damage \$1,000,000 each occurrence, \$1,000,000 aggregate.

4. Personal Injury with Employment: \$1,000,000 Aggregate Exclusion
deleted.

- 5.

6. Comprehensive Automobile Liability: (owned, non-owned, hired)
 - a. Bodily Injury \$1,000,000 each person \$1,000,000 each accident.
 - b. Property Damage \$1,000,000 each occurrence

7. Professional liability insurance: (i.e. errors and omissions insurance) in an amount of not less than \$1,000,000.00.

B. District As Additional Insured: Each policy of insurance required in Article XIII, Section A, above, shall name the District and its officers, agents, and employees as additional insureds and shall state that, with respect to the operations of the Construction Manager hereunder, such policy is primary and any insurance carried by DISTRICT is excess and non-contributory with such primary insurance. Each policy of insurance required in Article XIII, Section A, above, shall state that not less than thirty (30) days written notice shall be given to the District prior to cancellation and shall waive all rights of subrogation. Construction Manager shall notify the District in the event of material change in, or failure to renew, each policy. Prior to commencing Work, the Construction Manager shall deliver to the District certificates of insurance as evidence of compliance with the requirements herein.

C. Insurance Provided By District:

1. Required Policies: The District shall provide and maintain standard Fire, Flood and "All Risk" Insurance including "XCD" coverage up to the full insurable value of the Project. Policies providing such coverage shall contain a provision that coverages afforded under the policies will not be canceled or not renewed until at least thirty (30) days prior written notice has been given to the Construction Manager.

2. Proof of Insurance: Certificates of Insurance and Endorsements showing such coverages to be in force throughout construction of the work shall be filed with the Construction Manager prior to commencement of construction activities.

**ARTICLE XIV
MISCELLANEOUS**

A. Integration Clause: This Agreement and the attached Exhibits represent the entire Agreement and understanding of the parties concerning the subject matter hereof. This Agreement replaces and supersedes prior negotiations or Agreements between the parties concerning the subject matter hereof.

B. Modifications to Agreement: This Agreement may be amended or modified only by a written instrument duly executed by the parties.

C. Venue: This AGREEMENT shall be governed by the laws of the State of California. Any action or proceeding seeking any relief under or with respect to this Agreement shall be brought solely in the Superior Court of the State of California for the County of Santa Clara, subject to transfer of venue under applicable State law, provided that nothing in this Agreement shall constitute a waiver of immunity to suit by the District.

D. Attorneys' Fees: If a party to this Agreement commences a legal action against the other party to enforce a provision of this Agreement or seek damages related to the services provided under this Agreement, the prevailing party in the legal action will be entitled to recover all of its

litigation expense, costs and fees from the other party, including reasonable attorneys' and experts' fees.

The parties, through their authorized representatives, have executed this Agreement as of the day and year first written above.

BERRYESSA UNION SCHOOL DISTRICT

(FIRM NAME)

By: _____
Roxane Fuentes, Ed.D., Superintendent

By: _____

Print Name

Title

Board Approval Date: _____

DRAFT

EXHIBIT “A”

CONSTRUCTION MANAGER'S SERVICES

To Be Provided Under

CONSTRUCTION MANAGEMENT AGREEMENT

Between

BERRYESSA UNION SCHOOL DISTRICT

and

For the _____ Project Name

Dated: _____

The Construction Manager shall provide all of the services set forth herein relating to the Project. The entire scope of the services in this Exhibit “A” and the scope of services set forth in the Construction Manager’s Agreement shall be described as the “Construction Manager’s Services”.

A. Basic Services: Construction Manager will provide the following services as “Basic Services” pursuant to this Agreement:

1. Administrative Support: Construction Manager shall provide sufficient home office organization and support, personnel and management to carry out the requirements of this Agreement in an expeditious and economical manner consistent with the interests of the District.

2. Project Schedule: Construction Manager shall prepare and update, on a monthly basis, a Project Schedule for the Architect’s review and the District’s acceptance. Construction Manager shall obtain the Architect’s approval for the portion of the preliminary Project Schedule relating to the performance of the Architect’s services. In the Project Schedule, Construction Manager shall coordinate and integrate Construction Manager’s services, the Architect’s services and the District’s responsibilities with anticipated design and construction schedules, highlighting critical and long-lead-time items.

3. Constructability and Coordination Review: Construction Manager shall consult with the District and Architect regarding the Construction Documents and make recommendations whenever design details adversely affect constructability, cost or schedule. Construction Manager will review the required contract document submissions and provide

written comments on the coordination of the various disciplines, including civil, structural, architectural, mechanical, electrical, plumbing and landscape. Construction Manager shall also provide a detailed cost estimate based on the Architect's progress documents at each required document submittal. The document submittals are: 100% Schematic Design; 100% Design Documents; 90% Construction Documents; and 100% Construction Documents. Construction Manager shall provide its written comments and estimates within one (1) week of each document submittal.

4. Construction Facilities: Construction Manager shall provide recommendations and information to the District and Architect regarding the assignment of responsibilities for temporary Project facilities and equipment, materials and services for common use of the Contractors. Construction Manager shall verify that such requirements and assignment of responsibilities are included in the proposed Contract Documents.

5. Safety Programs: Construction Manager shall provide recommendations and information to the District regarding the allocation of responsibilities for safety programs among the Contractors.

6. Front End Documents: Construction Manager shall assist the District in preparing Bidding Instructions, Bid Forms, Division 1 General Conditions, and Supplementary Conditions for the Project.

B. Schematic Design Phase

1. Identifying Existing Conditions: Assist the design team in identifying existing conditions, including field verification of existing conditions.

2. Design Progress Meetings: Construction Manager shall attend all schematic design phase progress meetings with Architect and Owner, providing input as needed.

3. Prepare Construction Cost Estimate:

a. Upon submission of the Schematic Drawings to the Construction Manager, the Construction Manager will prepare a Construction Cost Estimate, which the Construction Manager shall review and revise as necessary at each subsequent formal submittal of documents: 100% Design Documents; 90% Construction Documents; and 100% Construction Documents. Where Construction Manager's estimates indicate that projected costs may be at variance with the District's budgetary goals, Construction Manager will present such issues to the District and Architect in writing, along with any readily apparent alternatives which may be identified. Construction Manager will assist the District and Architect in identifying and implementing additional potential cost adjustment measures which might be employed in order to reach budgetary goals.

b. Where Construction Manager's estimates indicate that projected costs may be at variance with the District's budgetary goals, Construction Manager will present such issues to the District and Architect in writing, along with any readily apparent alternatives which may be identified. Construction Manager will assist the District and Architect in

identifying and implementing additional potential cost adjustment measures which might be employed in order to reach budgetary goals.

4. Schematic Design Submittal: Review schematic site and building plans, preliminary sections and elevations, preliminary interior elevations of key spaces, room data sheets and finish schedules, and preliminary descriptions of engineering systems, major materials and equipment for coordination and constructability. Provide written design review comments.

C. Design Development Phase

1. Design Progress Meetings: Construction Manager shall attend all design phase progress meetings with Architect and Owner, providing input as needed.

2. Coordinate Specialty Consultants: Construction Manager will assist District in retaining and will oversee and coordinate any specialty consultants needed for the Project.

3. Product Procurement: Construction Manager will evaluate and advise the District regarding need for procurement of long lead time items.

4. Alternative Design: If requested, the Construction Manager will develop design and bid alternates.

5. Materials and Construction Systems: Construction Manager will review and provide input to the Architect regarding selection of materials and construction systems.

6. Design Development Submittal: Construction Manager shall review and provide comments on the Site Plan, typical construction details, equipment layouts, specifications, and other documents included in the submittal.

7. Preparation of Cost Estimate: The Architect shall provide the Construction Manager with the drawings, outline specifications and other drawings sufficient so that the Construction Manager can update the Construction Cost Estimate. Based on the design document submittal, Construction Manager shall update the Project cost estimate. Where Construction Manager's estimates indicate that projected costs may be at variance with the District's budgetary goals, Construction Manager will present such issues to the District and Architect in writing, along with any readily apparent alternatives which may be identified. Construction Manager will assist the District and Architect in identifying and implementing additional potential cost adjustment measures which might be employed in order to reach budgetary goals.

D. Construction Document Phase

1. Design Progress Meetings: Construction Manager shall attend all construction document phase progress meetings with Architect and Owner, providing input as needed.

2. Construction Documents Submittal:

a. Construction Manager will review and provide written comments on each construction document submittal for coordination and constructability and compliance with District defined Project scope.

b. Upon 90% completion of the construction documents, the Construction Manager shall conduct a constructability review. The review shall include the coordination of drawings and Building Code compliance, to the best of the Construction Manager's knowledge. The Construction Manager will also determine whether the drawings contain sufficient detail to provide specific and practical guidance to subcontractors in the field, in such areas as proper building element integration to prevent water intrusion.

3. Construction Schedule: Construction Manager shall prepare a Project Construction Schedule providing for the components of the Work, including phasing of construction, move-out and move-in of District furnishings and equipment, times of commencement and completion required of the Contractor, and the occupancy requirements of the District. Construction Manager shall provide the Project construction schedule for each set of bidding documents.

4. Construction Contracts: Construction Manager shall assist the District in the preparation of construction contracts, general conditions and bid documents.

5. Building Permits: Construction Manager shall assist the District in obtaining California Department of Education ("CDE") and Department of State Architect ("DSA") approvals, Health Department and/or local Fire Marshal permits and special permits for permanent improvements, except for permits required to be obtained directly by the various subcontractors. Construction Manager shall verify that the District has paid applicable fees and assessments. Construction Manager shall assist the District and Architect in connection with the District's responsibility for filing documents required for the approvals of governmental authorities having jurisdiction over the Project.

6. Development of Procedures: Construction Manager shall develop and implement procedures for the review and processing of applications by Contractors for progress and final payments.

7. Construction Estimate: Architect shall provide the Construction Manager the 90% complete construction documents so that the Construction Manager can review and update the Cost Estimate. Architect will also provide the Construction Manager 100% complete construction documents so that the Construction Manager can again review and update the Construction Cost Estimate. Where Construction Manager's estimates indicate that projected costs may be at variance with the District's budgetary goals, Construction Manager will present such issues to the District and Architect in writing, along with any readily apparent alternatives which may be identified. Construction Manager will assist the District and Architect in identifying and implementing additional potential cost adjustment measures which might be

employed in order to reach budgetary goals. Construction Manager shall monitor agency review progress and assist District and Architect in expediting the approval process.

8. Preparing for Bids: The Construction Manager shall endeavor to prepare the bid packages and any related long lead time equipment requirements as early as practicable so that the schedule may be kept. These duties include:

- a. Prepare bid packages
- b. Confirm bid period duration and opening date
- c. Assist District in preparation of Board agenda item authorizing issuance of Project for bids
- d. Develop bid advertising language for the District
- e. Assist District in initiating purchase process for long lead time items for District-furnished items, if applicable
- f. Assist District in provision of interim housing, if required.

E. Bidding And Award Phase

1. Pre-Qualification Process: Construction Manager will assist the District and Architect in Contractor prequalification (if required by District). Construction Manager will prepare Bidder Prequalification Procedures, including procedures to prequalify major subcontractor trades if requested by District.

2. Bidder Interest and Relations: Construction Manager shall develop bidders' interest in the Project and establish bidding procedures and schedules. Construction Manager shall assist the District with the bid opening, evaluation of the bids for completeness, full responsiveness and price, including alternate prices and unit prices.

3. Bid and Award of Contract: Construction Manager, with the assistance of the Architect, shall issue bidding documents to bidders and conduct prebid conferences with prospective bidders. Construction Manager shall coordinate the delivery of Bid Documents to the bidders. Construction Manager shall assist the Architect with regard to questions from bidders and with the issuance of addenda, prepare cost estimates for any addenda, and communicate the effect on the Project budget to the District. Construction Manager shall prepare bid analyses and make recommendations to the District for the District's award of Contracts or rejection of bids.

F. Construction Phase

1. Construction Procedures: Construction Manager will meet with the Architect and the District in a pre-construction meeting to determine and agree upon the implementation of procedures for requests for information, submittals, shop drawings,

substitution requests, product samples, change order requests, payment requests and other procedures and review logs, files, and other necessary documentation in order to provide an orderly and effective system for such administration.

2. Procedures for Construction Quality Control: Prior to the commencement of construction, the Construction Manager, Architect and Inspector of Record (“IOR”) shall meet and establish procedures and practices for quality control and which shall include the following steps:

a. Periodic meetings with subcontractors to assist them in understanding drawing details and appropriate construction methods;

b. Increased observation of a construction activity at its commencement to help ensure that the work is being performed properly;

c. If requested by the District, ensure that the IOR role in observation goes beyond life safety, structural and ADA and encompasses all areas of construction observation. The Construction Manager will recommend adjustments to the IOR’s contract to effectuate this expanded role.

3. Project Management Team: Construction Manager shall provide and maintain a project management team on the Project site.

4. Construction Observation. Construction Manager will, using experienced personnel, observe the progress of the work. Construction Manager shall issue deficiency notices with copies to the District and Architect when it observes work installed by the Contractor which does not appear to be in conformity with Contract Documents, and, after concurrence by the Architect, shall make recommendations to the District for measures to enforce compliance with the requirements of the Contract Documents.

5. Budget: Construction Manager shall manage and update weekly the Project Budget/Cost Control Report, indicating all approved and potential change orders.

6. Testing Coordination: Construction Manager will coordinate with the District’s certified inspector all testing required by the Architect or other third parties. All inspection reports will be provided to Construction Manager on a regular basis.

7. Pre-Construction Conferences: Upon award of contracts, Construction Manager will conduct, in conjunction with the District and the Architect, a Preconstruction Conference for the benefit of the successful Contractor and will serve to orient the Contractor, subcontractors, and IOR to the various reporting procedures and site rules prior to the commencement of actual construction.

8. Job Site Meetings: Construction Manager will conduct weekly jobsite progress meetings with the Contractor, Architect, and District’s representative and keep meeting minutes. Construction Manager shall distribute meeting minutes to all regular attendees within three (3) days of the meeting.

9. Labor Compliance Program: Construction Manager shall cooperate and coordinate with the person's responsible for operation of the District's Labor Compliance Program, if applicable.

10. Stormwater Management Program: Construction Manager shall ensure that all Project contractors, subcontractors, and Construction Manager sub-consultants comply with the District-approved stormwater management program that is applicable to the Project.

11. Safety Program: Construction Manager shall verify that a safety program is developed and submitted by the Contractor, as required by the Contract.

12. Schedule: The Construction Manager will manage and update the schedule monthly.

a. Recovery Schedule: If requested by the District, Construction Manager will assist the Contractor in preparing a Recovery Schedule. This Recovery Schedule will reflect the corrective action and extraordinary efforts to be undertaken by the Contractor to recapture lost time. This Recovery Schedule will be distributed to Construction Manager, District, Architect, IOR and other appropriate parties by the Contractor.

b. Construction Progress Review: Construction Manager will review the progress of construction with the Contractor weekly, observe work in place and that materials are properly stored, and evaluate the percentage complete of each construction activity against the Contractor's Construction Schedule. Construction Manager will continuously monitor whether the construction contract requirements are being fulfilled and will recommend courses of action to the District when the Contractor fails to fulfill contractual requirements. The Construction Manager shall record the progress of the Project in a daily log.

c. Monthly Updates: Utilizing the Construction Schedules provided by the Contractor with each payment application, Construction Manager shall update the Project Schedule on a monthly basis. The Project Schedule shall include the District's occupancy requirements showing portions of the Project having occupancy priority. Construction Manager shall advise the District in writing regarding any scheduling issues. As part of the monthly reporting process, Construction Manager will provide the District with updated Cost Control Report, to include the impact of all proposed and executed change orders and to indicate expenditures to date. Construction Manager shall prepare and distribute a monthly Project status report including an update of Project activities, progress of work, outstanding issues, potential problems, schedule, status of RFIs, submittals, and change orders. Each Project status report shall also include a current Cost Control Report and Project Schedule.

13. Requests for Information: Assist the Architect in the resolution of Requests for Information, including:

a. Throughout the Construction Phase, Construction Manager will review communications related to Contractor's Requests for Information and shall seek resolution from the appropriate party, providing for timely forwarding of such information to the Contractor.

b. Construction Manager shall transmit to the Architect requests for interpretations of the meaning and intent of the Drawings and Specifications, and assist in the resolution of questions that may arise.

14. Change Order Requests: Review and recommend, in conjunction with the Architect, any necessary or desirable changes to any contract documents and submit same to the District:

a. Evaluate Proposal Cost: Construction Manager will evaluate Contractor's proposal costs and will make a formal recommendation to the District regarding acceptance of the proposals for Change Orders.

b. Change Order Reports: Construction Manager will prepare, maintain and distribute a Change Order Log, on a weekly basis, throughout the Construction Phase. This Log will provide information pertaining to proposed and executed change orders, what is needed to resolve each change order and their effect upon the contract price as of the date of the report, and responsibility for any needed information.

c. Change Order Negotiations: Construction Manager shall review requests for changes, assist in negotiating Contractor proposals for changes in cost and/or time, submit recommendations to the Architect and District and, if they are accepted, review Change Orders and Construction Change Directives prepared by the Architect which incorporate the Architect's modifications to the Documents.

d. Claims: Construction Manager shall assist the Architect in the review and evaluation of Claims.

15. Insurance: Construction Manager shall receive Contractor's insurance certificates and review for compliance with required limits of coverage and existence of insurance coverage and make recommendations regarding certificates of insurance and any required bonds from the Contractor and subcontractors and forward them to the District with a copy to the Architect, if requested.

16. Progress Payment Applications: Review and approve Contractor's Progress Payment Applications with the Architect and IOR and make recommendations to the District regarding appropriateness of billing.

17. Maintain Project Documents: Maintain a copy set of contract drawings, specifications, addenda, contracts, change orders, shop drawings/submittals, RFIs and responses, correspondence, and other records, as required.

G. Project Close-Out And Post-Construction Duties

1. General Duties: Assist in closeout, including coordination of Architect's preparation of punch lists and evaluation of the proper time (in conjunction with Architect's opinion) for the recording of a Notice of Completion.

2. Punchlist: The Architect shall prepare the punchlist, with input from the District Representative, to be provided to the Construction Manager and Contractor. Construction Manager shall manage and facilitate the Contractor's timely completion of punchlist items.

3. Punchlist Report: In the event that there are punchlist items remaining on the list ninety (90) days after substantial completion of the Project, Construction Manager will identify those items in a Punchlist Report and shall provide an estimate for cost of completion of those items.

4. Notice of Completion: The Construction Manager shall assist the Architect in conducting final inspections and reviewing punchlist items. Construction Manager shall evaluate the completion of the Work of the Contractor and make recommendations to the Architect as to when District may accept the Project. Construction Manager shall assist the architect in the preparation and filing of a Notice of Completion, if directed by the District.

5. Close Out and Miscellaneous Provisions:

a. As-Built Drawings: Construction Manager will coordinate and expedite activities in connection with the Contractor's obligation to provide "as-built" documents.

b. Storage: Construction Manager shall assist the District in the delivery, storage, protection and security of District-purchased materials, systems and equipment that are a part of the Project until such items are incorporated into the Project.

c. Testing: With the Architect and the District's maintenance personnel, the Construction Manager shall coordinate and observe the Contractor's final testing and start-up of utilities, operational systems and equipment.

d. Warranties: Construction Manager shall secure and transmit to the Architect warranties and similar submittals required by the Contract Documents for delivery to the District and deliver all keys, manuals, record drawings and maintenance stocks to the District. Construction Manager shall develop a warranty inspection and warranty work procedure that all Contractor(s) are to follow.

6. Reduction in Project: In the event State funding limitations or District budgetary re-alignments should result in a reduction in the scope of work for the Project, and in the event such reduction reasonably results in a reduction of the overall duration of the Construction Manager's service, a reduction of the specified Basic Fee shall be made accordingly.

H. Multiple Prime Delivery Method: If the Project will be constructed using multiple prime contractors, then the Construction Manager shall also perform the following services:

1. **Preliminary Master Schedule:** The Construction Manager shall prepare a preliminary master critical path schedule (“Master Schedule”) for the Project using software showing construction activities, procurement and submittal activities, any other critical path activities, and sequencing and duration of the contractors’ work on the Project. The preliminary Master Schedule shall specify the proposed starting and finishing dates for each construction contract and the dates by which certain construction activities must be complete. The Construction Manager shall submit the preliminary Master Schedule to the District for review and approval. The preliminary Master Schedule will be included in all bid packages and will be the initial basis of the Master Schedule during construction.

2. **Bid Packages:** For each multiple prime Project, the Construction Manager shall, with assistance from the Architect, separate the plans into separate bid packages and evaluate the separate bid packages to ensure that the work is coordinated, that all Project requirements (including general conditions) have been assigned to one of the separate bid packages, that no Project requirements have been assigned to more than one bid package, and that the separate bid packages will allow for proper phasing and coordination of the work. Plans and bidding documents shall be developed in such manner as to allow bidding on a trade or work category basis for individual prime construction contracts. Construction Manager will be responsible for sequencing, assembly, and preparation of bid packages, and preparation of all cover information for individual bid packages, to assure that all items as indicated on the cover information are included in bid documents.

3. **Coordination of the Work and the Contractors:** The Construction Manager shall provide administrative, management, and related services as required to coordinate work of the contractors with each other (if a multiple prime project) and with the activities and responsibilities of the Construction Manager, the District, and the Architect to complete each Project in accordance with the Contract Documents and this Agreement, within the Project budget, as well as within the District's cost, time, and quality objectives, to optimize efficiency, and to minimize conflict and interference between contractors.

4. **Master Schedule:** The Construction Manager shall ensure that the bid packages require each contractor to submit detailed critical path schedules within two (2) weeks of award of the contract. The Construction Manager shall collect the critical path schedules that each contractor must provide before commencing work pursuant to its Contract. The Construction Manager shall prepare a Master Schedule to incorporate these contractors’ schedules, and the Construction Manager shall obtain approval of the Master Schedule from every contractor. The Construction Manager shall provide the original Master Schedule to the District and Architect within one month of receiving the first critical path schedule from a contractor.

During construction, the Construction Manager shall collect monthly updated schedules and daily logs from the contractors as required under the Contracts. The Construction Manager shall prepare an updated Master Schedule based on the contractors’ updates, and obtain the contractors’ approvals of it. On a monthly basis, or more frequently if requested by District, the Construction Manager shall provide to the District said updated Master Schedule. The updated Master Schedule shall include an accurate as-built schedule and the current as-planned schedule,

and shall otherwise meet the requirements of this Agreement. The Construction Manager shall submit the contractors' daily logs for the month with the updated schedule.

If a contractor does not submit original or updated schedules as required under its Contract Documents, then the Construction Manager shall immediately notify the District and recommend action to bring the contractor into compliance.

At a minimum, the Master Schedule and all updates of it shall conform to the standards of the industry for critical path scheduling so that it can be used effectively to (a) evaluate any and all claims for additional compensation or time extensions submitted by contractors for the Project, and (b) evaluate liquidated damages and other potential claims by the District against contractors.

The Master Schedule and all updates shall not exceed time limits (including milestone deadlines) under the Contract Documents, and shall comply with all of the scheduling requirements under the Contract Documents (including these general conditions and Division 1 of the Specifications) and any scheduling requirements provided by District to contractors at the beginning of the Project. The original Master Schedule and all updates shall accurately reflect work performed on the Project to date, all construction tasks (including procurement), the critical path schedule for completion of the remainder of the Project, and the percentage of work completed (by total and each contractor). The original schedule and all updates shall include days for delay that may be caused by weather that is not unusually severe and thus would not justify a time extension for the contractors.

The Master Schedule and all updates shall be in the form of a tabulation, chart, or graph and shall be in sufficient detail to show the chronological relationship of all activities of the project including, but not limited to, estimated starting and completion dates of various activities, (including early and late dates and reasonable float for each activity), procurement of materials, and scheduling of equipment. Float suppression techniques such as preferential sequencing, special lead/lag logic restraints, extended activity durations, or imposed dates shall be apportioned according to the benefit of the project. Whenever the Construction Manager is required to provide the Master Schedule and/or an updated Master Schedule to the District, it shall be provided in electronic format as well as hard copy.

The Master Schedule and all updates shall reflect float being used by the contractors and District on a first-come/first-served basis. The float is not for the exclusive use or benefit of either District or contractor, but it is a jointly owned expiring Project resource available to both parties as needed to meet schedule milestones. The Master Schedule and all updates shall be in critical path network format with critical paths clearly indicated; shall be prepared with MS Project or Primavera, or an equal or better program; shall include reports sorting and listing the activities in order of increasing float, by early start date, and by late start dates; and shall endeavor to label ten to thirty percent (10-30%) of the tasks as critical, but shall not label more than 50% or less than 5% as critical; and shall be based on calendar days.

If any change in a contractor's method of operations will affect, or necessitate a change in, the construction schedule, the Construction Manager shall submit to the District a revised Master Schedule within seven (7) days of the change.

The Master Schedule and all updates shall also conform to the deadlines in the preliminary Master Schedule, and where not possible it shall be accompanied by a written report indicating why it does not conform, what recovery plans are necessary to restore the Master Schedule to conformance with the preliminary Master Schedule, and what costs may result by enforcing the recovery plans.

If, in the opinion of the District or Construction Manager, a contractor is not prosecuting its work at a sufficient rate of progress to meet the Master Schedule, a contractual milestone deadline, or the contractual completion deadline, or if a contractor's actual progress falls behind the Master Schedule or will not meet a contractual milestone or completion deadline, then Construction Manager shall immediately demand a recovery plan from that contractor. The Construction Manager shall review the contractor's recovery plan for compliance with the requirements in contractor's Contract Documents, and if determined to be insufficient, the Construction Manager shall demand immediate correction and revision by the contractor.

Any recovery plan submitted by a contractor shall immediately be distributed to the District for its consideration with the Construction Manager's recommendations in writing.

DRAFT

EXHIBIT “B”

ESTIMATE OF CONSTRUCTION MANAGER FEE

The Fee due the CONSTRUCTION MANAGER shall be based upon the DISTRICT’s estimated construction costs (i.e. the Project Budget) to calculate fees of the Project, unless the DISTRICT issues a written notice of change in the budget prior to bidding. Should a change in the Scope occur, the DISTRICT will adjust the estimated construction cost following receipt of the CONSTRUCTION MANAGER’S schematic design estimate.

DRAFT

EXHIBIT “C”

PROJECT SCHEDULE

_____ **PROJECT NAME**

Following are schedule milestone dates:

Schematic Design Submittal: _____ (_ weeks)

Design Development Submittal: _____ (_ weeks)

90% Construction Documents Submittal: _____ (_ weeks)

100% Construction Documents Submittal: _____ (_ weeks)

DSA Approval/Bid Docs: _____ (_ months)

Bidding: _____

Construction: (Last day of school _____ – First day of school _____)

This schedule assumes continual progress on development of documents, with District and Construction Manager review of comments and estimates provided one week from submittal dates.

DRAFT

EXHIBIT “D”

SCOPE OF WORK DESCRIPTION
PROJECT NAME

DRAFT

EXHIBIT “E”

**IDENTIFICATION OF PERSONNEL
AND BASIC SERVICES HOURLY RATES**

DRAFT