



# Irvine Unified School District Consultant Pool Request for Qualifications Construction Management Services

April 29, 2026

## I. OVERVIEW

- A. The Irvine Unified School District (“District”) seeks to solicit experienced firms specializing in construction management services for TK-12 school facilities to submit qualifications for the purposes of updating and re-establishing a consultant pool for upcoming projects. Firms deemed qualified, may be asked to submit a fee proposal, through a separate Request For Proposal, for specific services on a variety of school facility projects which may include new construction, modernizations, renovations, or expansions.
- B. The District anticipates the consultant pool to consist of 10 to 15 experienced firms.
- C. Selection of firms will be based on their ability to meet and exceed the criteria established within the District’s Request For Qualifications (“RFQ”), however, if a firm is selected to be in the consultant pool, it does not guarantee award of future work.
- D. Once the consultant pool has been established, a Request For Proposal for a specific project will be issued to a shortlist of firms, typically between three (3) to four (4) firms. The creation of a shortlist will be based on a firm’s RFQ submittal and their experience with similar school facility projects. This shortlist process may vary by project with the District reserving the right to select a firm from the consultant pool to perform services on a specific project. If a firm is selected to provide services, they will be required to execute an Irvine Unified School District’s standard agreement (refer to Section IX for a sample agreement).

## II. BACKGROUND

- A. Located in Orange County, California, the Irvine Unified School District is committed to the highest quality educational experience for its students. The District enrolls over 37,000 TK-12 students in its forty-five (45) school sites which includes twenty-four (24) elementary schools, five (5) K-8 schools, six (6) middle schools, five (5) comprehensive high schools, and one (1) alternative high school. In addition, the District’s educational programs include an Early Childhood Learning Center, San Joaquin Schools (blended learning), Irvine Adult Transition Program, Irvine Adult School, and Irvine Virtual Academy. The District’s school calendar includes a traditional calendar and a year-round calendar. The District and the City of Irvine have formed a unique partnership through the Irvine Child Care Project. This program allows before and after-school child care for students enrolled at one of the District’s twenty-nine (29) elementary school sites.
- B. The District has nationally recognized schools with student performance well-above state and national comparisons. Since becoming a unified district in 1972, the District’s neighborhood schools are a clear reflection of the neighborhoods they serve. Open enrollment policies, on a space-available basis, encourage and support parental choice. Collectively, the contributions of creative site-based management teams; talented and caring teachers; involved parents; and supportive business and community leaders have made student achievement a top priority. For more information visit [www.iusd.org](http://www.iusd.org).

## III. REQUEST FOR QUALIFICATIONS DUE DATE AND TIME

- A. Responses to the RFQ must be submitted as follows:
  - Date: Wednesday, May 27, 2026
  - Time: 2:00 pm
  - Location: Irvine Unified School District – Facilities Planning and Construction Services Department  
2015 Roosevelt, Irvine, CA 92620

#### IV. GENERAL INFORMATION

- A. Upon obtaining the RFQ, all firms must immediately register in order to receive subsequent notifications and/or addenda to the RFQ. It is solely the firm's responsibility to properly and timely register. The District will not be responsible for firms failing to properly register or failing to receive notifications or addenda.
- B. Registration
  - 1. Each firm shall register using the link below and provide the firm's full business name, business address, business phone number, and primary and secondary points of contact with corresponding email addresses. [RFQ Registration Form - Construction Management Services](#)
- C. Questions or clarifications shall be submitted as a Request for Information (RFI).
  - 1. All RFIs shall be in writing and emailed to the following email address: [facilitiesplanning@iusd.org](mailto:facilitiesplanning@iusd.org)
  - 2. In the subject line, insert: "Construction RFQ Request for Information."
  - 3. All RFIs must be submitted by the date stated under Section VIII. RFIs received in a timely manner will be responded to in the form of an addendum. RFIs received after the deadline will not receive a response.
  - 4. Each firm shall be responsible for ensuring they receive all notifications and addenda.
  - 5. The District will not be scheduling or accepting requests to tour District school sites or facilities. Any firm visiting or touring sites during school hours will be excluded from further consideration for this RFQ.

#### V. SUBMITTAL REQUIREMENTS

- A. Each firm responding to the RFQ shall submit one (1) electronic copy on a flash drive, in a Portable Document Format (PDF), and three (3) printed copies in a sealed envelope marked as follows:
  - Irvine Unified School District – Facilities Planning and Construction Services Department**
  - 2015 Roosevelt, Irvine, CA 92620
  - Attention: Kathleen Gil, Facilities Planner
  - Request for Qualifications for Consultant Pool – Construction Management Services
  - [insert due date and time]
  - [insert name of firm]
- B. Copies shall be printed in color, double-sided, on 8 ½" x 11" paper, and bound.
- C. RFQ submittal shall be limited to fifteen (15) pages, double-sided. Page limit does not include front and back covers, table of contents (if included), letter of interest, divider tabs, detailed resumes, detailed project data sheets, and supplemental information.
- D. Firms interested in submitting an RFQ shall not contact members of the Board of Education ("Board") or District staff with the exception of the District Contact. Firms who contact any member of the Board or District staff will be excluded from further consideration for this RFQ. Any oral communication with District staff or District Contact concerning this RFQ shall not be binding or excuse the firm of the requirements set forth in this RFQ.
- E. Statements found in the RFQ submittal to be incomplete, inaccurate, or misleading may deem the firm non-responsive and/or negatively affect the evaluation of the RFQ submittal.
- F. Firms submitting an RFQ submittal shall be responsible for all expenses in preparing their submittal. The District shall not be responsible or have any obligation for these expenses.
- G. Refer to Section IX for anticipated scope of services.

## VI. SUBMITTAL CONTENTS

- A. The submittal shall include the following sections, separated by divider tabs:
  - 1. Letter of Interest
  - 2. Qualifications
  - 3. Experience
  - 4. Project Team
  - 5. Attachments.
- B. Letter of Interest
  - 1. At a minimum, the letter shall include the following three (3) paragraphs:
    - a. Firm legal name, type of firm (e.g., sole proprietorship, Limited Liability Company, corporation, etc.), years in business under current name, address, telephone number, and name of principal contact. If two (2) or more firms are forming a joint venture or partnership, include specific information for each firm.
    - b. A statement on why the firm believes they are most qualified for the consultant pool.
    - c. Acknowledgement of addenda issued as part of the RFQ. If none issued, acknowledge accordingly.
  - 2. Letter must be signed by representative of firm who is authorized to bind the firm by contract.
- C. Qualifications
  - 1. Describe firm's experience working for California TK-12 school districts.
  - 2. Describe firm's experience working with the Division of the State Architect.
  - 3. Provide additional information related to firm's qualification.
- D. Experience
  - 1. Provide detailed information that demonstrates firm's experience in the following areas:
    - a. Project and construction management philosophy, including
      - i. Overseeing Public Work projects, specifically school construction;
      - ii. Construction administration processes and procedures;
      - iii. Document management and reporting, include the various software programs utilized; and
      - iv. Employee training, certifications, licensure, and employee incentive programs.
  - 2. Provide a list of ten (10) completed construction projects for California TK-12 school districts where the firm was the lead firm on the project.
    - a. Completed construction projects must be within the past ten (10) years.
      - i. Include the school district, contact, project name, construction value, start and finish dates, and construction delivery method, e.g., design-bid-build, lease-leaseback, construction management multiple prime, etc. Include a description of the project and project highlights. Since the District primarily utilizes construction management multiple prime as the procurement method, the firm is strongly encouraged to highlight similar projects.
  - 3. Provide a list of at least three (3) California TK-12 school districts as a reference.
    - a. Include the district representative most familiar with firm's services, title, email, and telephone number. Provide the name of the construction project pertaining to the district representative.
  - 4. Provide a list of the firm's litigation history over the past ten (10) years.
    - a. Include litigation, specific to construction projects, that are current, pending, or resolved. Identify if the firm is either a plaintiff or defendant. Include outcome of resolved lawsuits.

E. Project Team

1. Submit an organizational chart of the proposed team including subconsultants, if any. Identify lines of communication between the team.
  - a. Provide resumes for individuals on the proposed team. For each individual, include the role and responsibility they will take on the project(s), specific job title, education, professional licenses, certifications, years in the construction industry, and experience with TK-12 school facility projects.
  - b. Provide, if any, a list of proposed subconsultants. Include subconsultant name, services provided, key personnel with resumes, and similar experience.

F. Attachments

1. As necessary, include detailed resumes, project data sheets, and other supplemental information relevant to the firm.

**VII. SELECTION PROCESS**

- A. Recommendations to the Board will be based upon, but not limited to, the following criteria:
  1. Conformance with the RFQ including organization, clarity, and completeness of the RFQ submittal,
  2. Qualifications and experience of firm as it pertains to California K-12 school facilities,
  3. References from California TK-12 school districts,
  4. Past litigation, and
  5. Proposed Project Team including individuals, subconsultants, and engineers.
- B. The District reserves the right to accept or reject any and all submittals.
- C. District staff will recommend a list of firms to the Board for inclusion into the consultant pool. There will not be a minimum or maximum number of firms in the consultant pool, however, District staff anticipates the consultant pool to consist of 10 to 15 experienced firms.

**VIII. RFQ SCHEDULE**

- A. The following activities and dates represent the RFQ schedule. Revisions, if necessary, to the activities and/or dates will be issued through an addendum.

1. Request for Qualifications available	Wednesday, April 29, 2026
2. Last date to submit Request For Information	Monday, May 18, 2026
3. Last day to issue Addenda	Thursday, May 21, 2026
4. Due date for Request for Qualifications	Wednesday, May 27, 2026 @ 2:00pm
5. Recommendation for Board of Education Approval	Tuesday, June 23, 2026

**IX. EXHIBITS**

- A. The list of exhibits below is intended to provide general information on potential projects. Once a Request For Proposal is issued, these exhibits will be modified and tailored to each specific project. These exhibits are not intended to be all inclusive and will vary by project.
  1. Exhibit A: Project Description
  2. Exhibit B: Project Schedule
  3. Exhibit C: Scope of Services
  4. Exhibit D1: Independent Contractor Agreement - Sample
  5. Exhibit D2: Construction Management Agreement - Sample
  6. Exhibit E: Certificate of Liability Insurance - Sample



**Irvine Unified School District  
Consultant Pool  
Exhibit A – Project Description  
Construction Management Services**

April 29, 2026

**I. OVERVIEW**

- A. The Irvine Unified School District (“District”) has over 41 school sites with the oldest school constructed in the late 1960s. The District continues to construct new schools, modernize, expand, and modify schools and support services facilities.

**II. PROJECT TYPES**

- A. District projects have varied from an addition of a 960 square foot leased classroom relocatable classroom building to various building expansions. Individual construction project costs are expected to range between \$25,000 to \$25 million. Upcoming projects may include (subject to change) the following:
1. Bond Measure E Improvements (passed in 2016)
    - a. Modernization of specific facilities
    - b. Construction of new music classroom buildings
    - c. Classroom expansion of Elementary schools
  2. Modernization
    - a. Modernizations of Elementary, Middle, and High schools
  3. Expansion
    - a. Placement of new relocatable classroom buildings
    - b. Classroom expansion of Elementary, Middle, and High schools.

**III. CONSTRUCTION DELIVERY METHODS**

- A. Traditionally, the District procures contractors through either the Design-Bid-Build method (single general contractor) or Construction Management Multiple Prime method (multiple prime contractors). At this time, the District anticipates continuing to use these procurement methods.
- B. Depending on the project, the District may hire a construction management firm to provide management services during the preconstruction phase and another firm to provide services during the construction phase/close-out phase.

**IV. FUTURE PROJECTS**

- A. The District anticipates additional funds from the sale of future General Obligation Bonds (Measure E), developer fees funds, and other fund sources. Projects funded through these sources may include:
1. New relocatable classroom buildings
  2. New buildings (music, nutrition services, multipurpose, gym, etc.)
  3. Modernization of schools and facilities
  4. Expansion of schools.



Irvine Unified School District  
Consultant Pool  
Exhibit B – Project Schedule  
Construction Management Services

April 29, 2026

**I. OVERVIEW**

- A. The Irvine Unified School District (“District”) implements a collaborative and communicative process on every project. District staff ensures stakeholders are involved throughout the process from the beginning of a project to its completion. A typical project includes the following stakeholders:
1. School sites (administration, staff, students, parents, and community)
  2. Facilities Planning and Construction Services
  3. Maintenance, Operations, and Transportation
  4. Fiscal Services
  5. Risk Management (Safety and Security)
  6. Nutrition Services
  7. Education Services (Visual Arts and Performing Arts and Special Education)
  8. Information Technology
  9. Consultants
  10. Contractors and vendors.

**II. SCHEDULE**

- A. The District will provide a summary project schedule identifying milestone dates and durations for various tasks. This project schedule will follow a traditional four (4) phased project approach: preconstruction, bid and award, construction, and close-out as expanded below:
1. Preconstruction Phase
    - a. Planning/Programming (feasibility studies)
    - b. Schematic Design
    - c. Design Development
    - d. Construction Documents
    - e. Division of State Architect (DSA) review and approval
  2. Bid and Award Phase
    - a. Bid Period
    - b. Award Phase
  3. Construction Phase
    - a. Mobilization
    - b. Submittal Review
    - c. Fabrication
    - d. Construction
  4. Close-out Phase
    - a. Punchlist Completion
    - b. DSA close-out.

**III. DETAILED DESIGN AND AGENCY APPROVAL SCHEDULE**

- A. The architect will be responsible for developing and implementing a detailed design phase schedule concluding at the start of the bidding phase.

#### **IV. DETAILED CONSTRUCTION SCHEDULE**

- A. The construction management firm will develop a detailed master construction and close-out schedule which will be incorporated into the contract documents. During construction, the construction management firm will update the master construction schedule on a regular basis.

#### **V. PROJECT DURATIONS**

- A. Project durations are predicated upon the school site and/or facility needs. Whenever possible, projects will be scheduled and completed in a sequential, more conventional, manner. Construction of these projects could take between six to twelve months and occur while students and staff are on-site. In some situations, the project may need to be expedited and completed when students are not on campus during the summer break (10-weeks).



**Irvine Unified School District  
Consultant Pool  
Exhibit C – Scope of Services  
Construction Management Services**

April 29, 2026

**I. OVERVIEW**

- A. The construction management firm shall have experience in alternative construction delivery methods as described under the Division of the State Architect (“DSA”) Interpretation of Regulations (“IR”) A-3, Construction Management Services for Public School Projects.
- B. At this time, the Irvine Unified School District (“District”) intends to contract with firms experienced in the following alternative delivery methods:
  - 1. A Construction Manager, including program manager and project manager, as a consulting agent of the school district. For the purposes of the District, this may include an entire project team (multiple individuals) or an individual from the firm, the latter often referred to as staff augmentation.
  - 2. A Construction Manager Multiple Prime who will manage multiple prime contractor contracts separately awarded by the District, and coordinate and schedule the work of the various trade and prime contractors.
- C. The District reserves the right to either issue a two-part contract: Preconstruction Services Contract and Construction Management Services Contract or issue a single Preconstruction and Construction Management Services Contract. The execution on a Preconstruction Services Contract does not guarantee a firm will be awarded the Construction Management Services Contract.

**II. REQUIREMENTS**

- A. The firm shall meet the requirements within DSA IR A-3, Construction Management Services for Public School Projects, and as referenced, Government Code 4525 et seq, Education Code 17280-17311 and 81130-81147, and California Code of Regulations Title 24, Part 1, California Building Standards Administrative Code, and Part 2, California Building Code.
- B. The firm shall be familiar with Public Works construction, including the various codes Public Works projects are subject to.
- C. The firm shall be familiar with typical business practices, including, but not limited to, proper meeting conduct, business finances, critical path scheduling, and project management.

**III. SCOPE OF SERVICES**

- A. Refer to the sample Exhibits D1 – Independent Contractor Agreement and D2 – Construction Management Services Agreement.
- B. The anticipated scope of services generally includes, but are not limited to, the following:
  - 1. Preconstruction Phase Services
    - a. Attend design-related meetings.
    - b. Perform constructability reviews and incorporate comments into Bluebeam.
      - i. Perform a clash detection review of design documents Building Information Modeling such as REVIT, or similar.
    - c. Conduct value engineering analyses.
    - d. Identify potential cost reduction opportunities.
    - e. Prepare detailed cost estimates.
    - f. Develop detailed construction schedule and update as required.

- g. Assist with the prequalification of contractors.
  - h. Develop a Contract Strategy for procuring and executing the work.
  - i. Develop site logistic plans and construction phasing/sequencing diagrams.
  - j. Develop scope of work for construction.
    - i. For multiple prime projects, develop detailed work scope for trade packages, also referred to as bid packages.
    - ii. Identify and recommend construction allowances where applicable.
  - k. Assist with the solicitation, procurement, and oversight of District consultants.
  - l. Attend and make presentations to the school sites and community regarding the project.
2. Bid and Award Phase Services
- a. Prepare bid documents.
  - b. Prepare bid advertisement language for local paper.
  - c. Administer and oversee the bid process.
  - d. Generate bidder interest.
  - e. Attend and conduct pre-bid jobwalks and conferences.
  - f. Prepare and issue addenda. Coordinate with the architect as necessary.
  - g. Receive, read, and record bids.
  - h. Provide a comprehensive summary of bidders and evaluate against detailed cost estimate.
  - i. Evaluate bids.
  - j. Conduct post-bid interviews.
  - k. Make recommendations on the apparent low bidders and prepare a formal letter to the District.
  - l. Assist District with responding to bid protests.
  - m. Assist District with issuing letters pertaining to the Notice of Intent to Award and Notice To Proceed.
  - n. Obtain and verify all contract required documents from the contractor(s).
3. Construction Phase Services
- a. Conduct kick-off or preconstruction meeting contractors.
  - b. Manage and supervise construction.
  - c. Oversee Stormwater Pollution Prevention Program.
  - d. Manage site and ensure proper coordination on occupied sites.
  - e. Update construction schedule.
  - f. Create and manage procurement schedule.
  - g. Conduct weekly construction progress/coordination meetings and record and distribute meeting minutes.
  - h. Create, track, and update logs for Request For Informations, Bulletins, Change Items, Change Order Requests, Potential Change Orders, Change Orders, and allowances.
    - i. Submit weekly financial snapshots to the District.
  - i. Create, track, and update logs for Construction Change Directives.
  - j. Create, track, and update logs for construction submittals.
  - k. Review and process contractor payment applications.
    - i. Create log to manage releases.
  - l. Prepare and submit Monthly Status Reports to the District, format as directed by the District.
4. Close-out Phase Services
- a. Facilitate and manage punchlist process.

- b. Facilitate training of District and school site staff.
- c. Collect, organize, and turnover attic stock, as-built documents, owner’s training manuals, attic stock materials, spare parts, etc.
- d. Reconcile contractor’s contract.
- e. Recommend filing of Notice of Completions.
- f. Prepare and process final payment applications.

**IV. SERVICES AND/OR CONSULTANTS PROVIDED BY DISTRICT**

- A. Architect/engineers
- B. Environmental (EIR/CEQA)
- C. Geotechnical investigation
- D. Hazardous materials investigation
- E. Stormwater Pollution Prevention Plan (QSD/QSP)
- F. DSA Project Inspector
- G. Geotechnical testing and inspection
- H. Materials testing and Inspection
- I. Surveying (during construction)
- J. Labor compliance
- K. Building commissioning

Exhibit D1 – Independent Contractor Agreement  
Construction Management Services

**INDEPENDENT CONTRACTOR AGREEMENT**

This Agreement is hereby dated this XX day of Month, 2025 (the “Effective Date”) between the Irvine Unified School District (School Site), hereinafter referred to as “District,” and Contractor’s name, address, and phone number, hereinafter referred to as “Contractor.”

WHEREAS, District is authorized by Section 53060 of the California Government Code to contract with and employ any persons for the furnishing of special Services and advice in financial, economic, accounting, engineering, legal or administrative matters, if such persons are specially trained and experienced and competent to perform the special Services required;

WHEREAS, District is in need of such special services and advice; and

WHEREAS, Contractor is specially trained and experienced and competent to perform the special Services required by the District, and such services are needed on a limited basis;

NOW, THEREFORE, the parties agree as follows:

1. Services to be provided by Contractor. Contractor shall provide XXXXXXXXXXXXXXXXXXXXXXX, hereinafter referred to as “Services”.

2. Term. Contractor shall commence providing Services under this Agreement on Month day, 20XX and will diligently perform as required and complete performance by Month day, 20XX.

3. Compensation. District agrees to pay the Contractor for Services satisfactorily rendered pursuant to this Agreement a total fee not to exceed Amount In Words Dollars (\$XXXXXX.XX). District shall pay Contractor within thirty (30) days of receipt of Contractor’s invoice detailing the services rendered.

4. Expenses. District shall not be liable to Contractor for any costs or expenses paid or incurred by Contractor in performing Services for District.

5. Independent Contractor. Contractor, in the performance of the Services pursuant to this Agreement, shall be and act as an independent contractor. Contractor understands and agrees that it and all of Contractor’s employees shall not be considered officers, employees or agents of the District, and are not entitled to benefits of any kind or nature normally provided employees of the District and/or to which District’s employees are normally entitled, including, but not limited to, State Unemployment Compensation or Workers’ Compensation. Contractor assumes the full responsibility for the acts and/or omissions of Contractor’s employees or agents as they relate to the Services to be provided under this Agreement. Contractor shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to Contractor’s employees.

6. Materials. Contractor shall furnish, at Contractor’s own expense, all labor, materials, equipment, supplies and other items necessary to complete the Services to be provided pursuant to this Agreement. Contractor’s Services will be performed in accordance with generally

and currently accepted principles and practices of Contractor's profession.

7. Originality of Services/Intellectual Property. Contractor agrees that all ideas, technologies, formulae, procedures, processes and methods prepared for and submitted by Contractor to the District in connection with the Services set forth in this Agreement, shall be wholly original to Contractor and shall not be copied in whole or in part from any other source, except that submitted to Contractor by District as a basis for such Services. Contractor further agrees that all writings, materials, compositions, recordings, teleplays, and/or video productions prepared for, written for, or otherwise (hereinafter referred to as "Content") submitted by Contractor to the District and/or used in connection with the Services set forth in this Agreement, reflect the intellectual property of, and copyright interests held by District and shall not be copied or used in whole or in part by Contractor without District's express written permission. Contractor understands and agrees that all Content produced under this Agreement is the property of District and cannot be used without District's express written permission. Contractor acknowledges and agrees that District shall have all right, title and interest in said Content, including the right to secure and maintain the copyright, trademark and/or patent of said Content in the name of the District.

8. Termination. District may, at any time, with or without reason, terminate this Agreement and compensate Contractor only for Services satisfactorily rendered to the date of termination. Written notice by District shall be sufficient to stop further performance of Services by Contractor. Notice shall be deemed given when received by the Contractor or no later than three (3) days after the day of mailing, whichever is sooner.

District may terminate this Agreement upon giving of written notice of intention to terminate for cause. Cause shall include: (a) material violation of this Agreement by the Contractor; or (b) any act by Contractor exposing the District to liability to others for personal injury or property damage; or (c) Contractor is adjudged a bankrupt, Contractor makes a general assignment for the benefit of creditors or a receiver is appointed on account of Contractor's insolvency. Written notice by District shall contain the reasons for such intention to terminate and unless within ten (10) days after service of such notice the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, this Agreement shall upon the expiration of the ten (10) days cease and terminate. In the event of such termination, the District may secure the required Services from another contractor. If the cost to the District to secure the required Services from another contractor exceeds the cost of providing the Services pursuant to this Agreement, the excess cost shall be charged to and collected from the Contractor. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to District. Written notice by District shall be deemed given when received by the Contractor, or no later than three (3) days after the day of mailing, whichever is sooner.

9. Hold Harmless Pursuant to Civil Code section 2782.8, CONTRACTOR agrees to and does hereby indemnify and hold harmless the DISTRICT and its governing board, officers, employees and agents from every liability, loss, damage or expense, which may be incurred by reason of:

- (a) Liability for damages for: (1) death or bodily injury to person; (2) injury to, loss or theft of property; or (3) any other loss, damage or expense arising out of (1) or (2)

above, sustained by the CONTRACTOR or any person, firm or corporation employed by the CONTRACTOR, either directly or by independent contract, arising from the negligence, recklessness, or willful misconduct of the CONTRACTOR, upon or in connection with the Services called for in this AGREEMENT, however caused, except for liability for damages referred to above which result from the negligence or willful misconduct of the DISTRICT or its officers, employees or agents.

(b) Any liability for damages which may arise from the furnishing or use of any copyrighted or uncopyrighted matter or patented or unpatented invention under this AGREEMENT.

10. Insurance. Contractor shall insure Contractor's activities in connection with the Services under this Agreement and agrees to carry insurance to ensure Contractor's ability to adhere to the indemnification requirements under this Agreement.

10.1 Contractor shall, at Contractor's sole cost and expense, maintain in full force and effect the following insurance coverages from a California licensed insurer with an A, VIII, or better rating from A.M. Best or an approved self-insurance program, sufficient to cover any claims, damages, liabilities, costs and expenses (including attorney fees) arising out of or in connection with Contractor's fulfillment of the obligations under this Agreement:

(a) Comprehensive or Commercial General Liability Insurance, including bodily injury, property damage and contractual liability with minimum limits set by the District.

(1) General Aggregate	\$2,000,000
(2) Each Occurrence	\$1,000,000
(3) Products/Completed Operations	\$1,000,000
(4) Personal and Advertising Injury	\$1,000,000
(5) Damage to Rented Premises	\$50,000
(6) Medical Expense (any one person)	\$5,000

(b) Sexual Abuse and Molestation liability coverage with minimum limits of \$1,000,000 per occurrence and \$2,000,000 aggregate, unless waived/reduced by the District.

(c) Umbrella (excess) liability insurance coverage with a minimum limit of \$3,000,000, unless waived/reduced by the District. The policy shall follow form to the general liability policy and shall not contain an exclusion for sexual molestation and abuse coverage.

(d) Business Automobile Liability Insurance for owned, scheduled, non-owned, or hired automobiles with a combined single limit not less than \$1,000,000 per occurrence. (Required only if the Contractor drives on behalf of the District in the course of performing Services.)

(e) Professional Liability Insurance with a limit of \$1,000,000 per occurrence, unless waived/reduced by the District.

(f) Workers' Compensation and Employers Liability Insurance in a form and amount covering Contractor's full liability under the California Workers' Compensation Insurance and Safety Act and in accordance with applicable state and federal laws. The policy shall be endorsed with the insurer's waiver of rights of subrogation against the District.

It should be expressly understood, however, that the coverage and limits referred to under (a), (b), (c), (d) and (e) above shall not in any way limit the liability of the Contractor.

10.2 No later than ten (10) days from execution of this Agreement by the District and Contractor, and prior to commencing the Services under this Agreement, Contractor shall provide District with certificates of insurance evidencing all coverages and endorsements required hereunder.

Contractor shall provide prior written notice to the District thirty (30) days in advance of any non-renewal, cancellation, or modification of the required insurance. The certificates of insurance providing the coverages referred to in clauses (a) and (b) above shall name District, its Governing Board, officers, and employees, as additional insureds with appropriate endorsements. In addition, the certificates of insurance shall include a provision stating "Such insurance as is afforded by this policy shall be primary, and any insurance carried by District shall be excess and noncontributory." Failure to maintain the above mentioned insurance coverages shall be cause for termination of this Agreement.

11. Assignment. The obligations of the Contractor pursuant to this Agreement shall not be assigned by the Contractor.

12. Compliance With Applicable Laws. The Services completed herein must meet the approval of the District and shall be subject to the District's general right of inspection to secure the satisfactory completion thereof. Contractor agrees to comply with all federal, state and local laws, rules, regulations and ordinances that are now or may in the future become applicable to Contractor, Contractor's business, the Services, equipment and personnel engaged in Services covered by this Agreement or accruing out of the performance of such Services.

12.1 Fingerprinting. Education Code section 45125.1 requires that employees of a contractor under contract with a school district shall ensure that such employees who interact with students outside of the immediate supervision and control of the student's parent or guardian or a school district employee must be fingerprinted by the California Department of Justice for a criminal records summary. If a criminal records summary is required, the Contractor expressly agrees that Contractor and all of Contractor's current and subsequent employees will submit or have submitted fingerprints in a manner required by the California Department of Justice, as set forth in Education Code section 45125.1. Contractor and/or Contractor's current and subsequent employees shall not come in contact with students until the California Department of Justice has ascertained that the Contractor

and/or Contractor's employees have not been convicted of a violent felony as defined in Penal Code section 667.5(c) or a serious felony as defined in Penal Code section 1192.7(c). Contractor shall certify in writing Contractor's compliance with Education Code section 45125.1 to the Governing Board of the District. Contractor's certification shall be signed by Contractor under penalty of perjury under the laws of the State of California, and submitted to the District representative executing this Agreement. Contractor shall fulfill these requirements at its own expense. The District may require the Contractor and its current and subsequent employees to submit to additional criminal records checks at the District's sole and absolute discretion.

The Services and scope of work defined in this Agreement

will  (Contractor **must complete Exhibit A** prior to rendering Services.)

will not  (Exhibit A is not applicable.)

require the Contractor to submit to fingerprinting.

Contractor's Signature: \_\_\_\_\_

District Administrator's Signature: \_\_\_\_\_

13. Permits/Licenses. Contractor and all Contractor's employees or agents shall secure and maintain in force such permits and licenses as are required by law in connection with the furnishing of Services pursuant to this Agreement.

14. Employment With Public Agency. Contractor, if an employee of another public agency, agrees that Contractor will not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time in which Services are actually being performed pursuant to this Agreement.

15. Force Majeure. Neither party shall be deemed to be in violation of this Agreement if either is prevented from performing any of its obligations hereunder for any reason beyond its reasonable control, including but not limited to acts of God, natural disasters, earthquake, fire, flood, strikes, civil commotion, labor disputes, war, terrorism, infectious disease, and pandemics. If such an event continues for sixty (60) or more days, either party may terminate this Agreement by providing a written notification and shall not be liable to the other for failure to perform its obligation and any deposits or any pre-paid fees shall be refunded on a pro-rated basis.

16. Entire Agreement/Amendment. This Agreement and any exhibits attached hereto constitute the entire Agreement between the parties and supersedes any prior or contemporaneous understanding or agreement with respect to the Services contemplated, and may be amended only by a written amendment executed by both parties to the Agreement. This Agreement incorporates by this reference, any exhibits, which are attached hereto and incorporated herein.

17. Nondiscrimination. Contractor agrees that Contractor will not engage in unlawful discrimination in employment of persons because of race, ethnicity, religion, nationality, disability, gender, sex, marital status, age, or other characteristics protected by federal or state laws.

18. Non Waiver. The failure of District or Contractor to seek redress for violation of, or to insist upon, the strict performance of any term or condition of this Agreement, shall not be deemed a waiver by that party of such term or condition, or prevent a subsequent similar act from again constituting a violation of such term or condition.

19. Notice. All notices or demands to be given under this Agreement by either party to the other shall be in writing and given either by: (a) personal service or (b) by U.S. Mail, mailed either by registered or certified mail, return receipt requested, with postage prepaid. Service shall be considered given when received if personally served or if mailed on the third day after deposit in any U.S. Post Office. The address to which notices or demands may be given by either party may be changed by written notice given in accordance with the notice provisions of this section. At the date of this Agreement, the addresses of the parties are as follows:

DISTRICT:  
Irvine Unified School District  
5050 Barranca Parkway  
Irvine, CA 92604  
Attn: Asst. Superintendent, Business Services

CONTRACTOR:  
Company Name  
Address  
City, State, Zip  
Attn:

20. Severability. If any term, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.

21. Attorney Fees/Costs. Should litigation be necessary to enforce any terms or provisions of this Agreement, then each party shall bear its own litigation and collection expenses, witness fees, court costs, and attorneys' fees.

22. Headings. The headings contained in this Agreement are provided exclusively for reference and the convenience of the parties. No legal significance of any type shall be attached to the headings.

23. Counterparts. This Agreement may be signed and delivered in two (2) counterparts, each of which, when so signed and delivered, shall be an original, but such counterparts together shall constitute the one (1) instrument that is the Agreement, and the Agreement shall not be binding on any party until all Parties have signed it.

24. Authorized Signatures. The individual signing this Agreement warrants that he/she is authorized to do so. The parties understand and agree that a breach of this warranty shall constitute a breach of the Agreement and shall entitle the non-breaching party to all appropriate legal and equitable remedies against the breaching party.

25. Governing Law. The terms and conditions of this Agreement shall be governed by the laws of the State of California with venue in Orange County, California. This Agreement is made in and shall be performed in Orange County, California.

This Agreement is hereby dated as of the Effective Date.

IRVINE UNIFIED SCHOOL DISTRICT

CONTRACTOR

By: \_\_\_\_\_  
Name: John Fogarty  
Title: Asst. Superintendent, Business Services  
(a Board Authorized IUSD rep. will sign for IUSD)  
District Board Approved:

By: \_\_\_\_\_  
Name:  
Title:  
Taxpayer Identification No.:

**EXHIBITS**

- Exhibit "A" Certification by Individuals / Contractors Criminal Records Check
- Exhibit "B" Fee Proposal
- Exhibit "C" Project Team
- Exhibit "D" Project Information and Schedule
- Exhibit "E" Invoice Template and Monthly Progress Report - Example
- Exhibit "F" Document Submittal Requirements by Phase (NOT USED) (typically not used on short form architectural agreements or other consultants)
- Exhibit "G" Sample Certification of Liability Insurance and Sample Endorsement for Additional Covered Party
- Exhibit "H" Notice of Injury or Illness Form

**EXHIBIT A**

*If required, Services shall not begin until Individual / Contractor returns this Certification.*

**NOTICE TO INDIVIDUALS / CONTRACTORS**  
**REGARDING VALID CRIMINAL RECORDS SUMMARY**  
**(EDUCATION CODE SECTION 45125.1)**

Education Code Section 45125.1 provides that anyone who has a contract with a local education agency (school district) shall ensure that any individual / employee who interacts with students outside of the immediate supervision and control of the student’s parent or guardian or a District/school employee has a valid criminal records summary resulting from submission of the individual’s / employee’s fingerprints in a manner authorized by the Department of Justice (DOJ).

The DOJ shall ascertain whether the individual / employee whose fingerprints were submitted to it has been arrested or convicted of any crime insofar as that fact can be ascertained from information available to the DOJ.

**The local education agency shall not permit an individual nor shall the contractor permit its employees to come in contact with any student until the DOJ has ascertained that the individual / employee has not been convicted of a violent felony as defined in Penal Code section 667.5(c) or serious felony as defined in Penal Code section 1192.7(c). The individual / contractor shall certify in writing to the governing board of the school district that he/she or its employees who may come in contact with any student has not been convicted of a violent or serious felony.**

.....  
**CERTIFICATION BY INDIVIDUAL / CONTRACTOR**

Check one: Individual  Contractor

To the Governing Board of Irvine Unified School District:

I, \_\_\_\_\_, am the \_\_\_\_\_, of \_\_\_\_\_  
Name of Individual Title Name of Contractor, if applicable  
and I am authorized to execute this Certification on behalf of myself or the Contractor.

1. I have carefully read and understand the Notice to Individuals / Contractors Regarding a Valid Criminal Records Summary required under Education Code Section 45125.1.
2. Due to the nature of the services that will be provided to the District, I / Contractor’s employees will or may have contact with students of the District outside of the immediate supervision and control of the student’s parent or guardian or District employee.

3. I have obtained and reviewed the valid Criminal Records Summary of myself / my employees who will be performing services for the District. If any subsequent/future employees will be performing services for the District, I will obtain and review the Valid Criminal Records Summary of these employees and submit an updated Certification to the District.
4. I, nor any of the employees who will be providing services to the District have been convicted of a violent felony as defined in Penal Code section 667.5(c) or serious felony as defined in Penal Code Section 1192.7(c), and this determination was made by a fingerprint check through the Department of Justice.

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

Executed at \_\_\_\_\_, California on \_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Typed or Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Name of Contractor, if applicable

\_\_\_\_\_  
Address

\_\_\_\_\_  
Telephone Number

# Exhibit D2 – Construction Management Services Agreement

## Construction Management Services

### **CONSTRUCTION MANAGEMENT SERVICES AGREEMENT**

**[PROJECT NAME]**

This Construction Management Services Agreement (“Agreement”) is made and entered into this **[DATE]** day of **[MONTH]**, 20**[YEAR]** by and between Irvine Unified School District (hereinafter “District”) and **[FIRM NAME]** (hereinafter referred to as “Construction Manager”) for construction management services relating to a multi-prime construction contract delivery method for construction of **[PROJECT NAME]** located in Irvine, California (the “Project”).

#### **ARTICLE 1**

##### **CONSTRUCTION MANAGER’S SERVICES AND RESPONSIBILITIES**

Construction Manager represents to District that it has the necessary license for a Construction Manager as provided for in Government Code Section 4525 et seq. that it has expertise and experience in construction supervision; administration of bidder prequalification; contract document development to implement a multi-prime delivery method; bid evaluation; project scheduling; cost benefit analysis; administration of contract pay applications; administration of contract insurances and lien waivers; claims review and negotiation; and general management and administration of construction projects. Construction Manager further represents to the District that it is properly registered with the Department of Industrial Relations and qualified to perform public works in accordance with Labor Code sections 1725.5 and 1771.1 at all times during the term of this Agreement. Construction Manager covenants to provide its best skill and judgment in furthering the interests of District in the management of the construction of the Project. Construction Manager agrees to furnish efficient business administration and management services and to perform in an expeditious and economical manner consistent with the interests of District. Construction Manager shall provide the following services with respect to Project.

Construction Manager and District understand and acknowledge that the State Allocation Board (“SAB”) has not yet adopted a policy for construction management services applicable to the Leroy F. Greene School Facilities Act of 1998 (Education Codes section 17070.10, et seq.) (“New State Program”). Nevertheless, Construction Manager and District have attempted to include provisions in this Agreement, which the parties currently anticipate shall be included in any new policy for construction management services applicable to the New State Program. Construction Manager and District further agree that in the event District seeks State funding for the Project and the SAB adopts a policy for construction management services applicable to the New State Program (“New SAB Policy”), Construction Manager shall comply with the New SAB Policy and this Agreement shall be revised to comply with the New SAB Policy if the District is required to comply with the New SAB Policy as a condition for receiving State funding for the Project. In the event that any New SAB Policy materially alters the risks assumed by, or requires additional work of, the Construction Manager under this Agreement, the District and Construction Manager agree to negotiate in good faith to mitigate such risks and additional work to Construction Manager as a result thereof.

#### **1.0 BASIC SERVICES**

**[PROJECT NAME]**

1.0.1 Compliance with Professional Standards and Laws. Provide work which shall comply with professional standards and applicable requirements of federal, state and local law.

1.0.2 Regulatory Agency Coordination. Advise the District as to the regulatory agencies that have jurisdiction over the Project, and as to coordination with and implementation of the requirements of the regulatory agencies, including without limitation the Division of the State Architect, Irvine Ranch Water Department, and Orange County Health Department.

1.0.3 Sub-Consulting Requirements. If necessary and subject to the District's written approval, contract for or employ, at Construction Manager's expense, sub-consultant(s), to the extent deemed necessary for Construction Manager's services. Nothing in the foregoing shall create any contractual relationship between the District and any sub-consultant(s) employed by the Construction Manager under terms of this Agreement. The Construction Manager shall provide the District a list of any proposed sub-consultants for the District's written approval prior to executing any subcontracts.

1.0.4 Cooperation with Other District Employed Professionals. Cooperate with other professionals employed by the District for the design, coordination or management of other work related to the Project.

1.0.5 Meeting Minutes. Chair, conduct and take minutes of periodic meetings for specific coordination items as required by the project, on a weekly basis for 2 months during preconstruction up to the time of bid, and weekly during construction of the Project. Construction Manager shall invite the District and/or its representative to participate in these meetings. Construction Manager shall keep meeting minutes to document comments generated in these meetings, but shall not be responsible for analyzing design issues raised in said meetings. Construction Manager shall attend meetings as required to present service deliverables (schedules, budget estimates, construction cost estimates, value engineering, constructability reviews, logistics coordination, etc.), and host two months of weekly preconstruction meetings at the District's offices during the Plan Check and Bidding Phase. a log of all meetings, site visits or discussions held in conjunction with the work of this Project, with documentation of major discussion points, observations, decisions, questions or comments. Meeting Minutes shall be furnished to the District electronically within 48 hours of the meeting occurrence.

1.0.6 Accurate Reporting. Be responsible for the professional quality and technical accuracy of all cost estimates, constructability reviews, studies, reports, projections, opinions of the probable cost of construction, and other services furnished by Construction Manager under this Agreement as well as coordination with all Master Plans, studies, reports, and other information provided by District to Construction Manager. Construction Manager shall, without additional compensation, correct or revise any errors or omissions in materials it generates.

## **1.1 PRE CONSTRUCTION PHASE [Refer to Exhibit F"].**

The services to be provided during the Preconstruction Phase for the Project shall commence with a notice to proceed from the District to the Construction Manager and shall

include, without limitation, providing responsible reporting, documentation, recommendations and supervision of the following services: pre-construction scheduling, review and recommendations during the completion of working drawings, preparation of conceptual and periodic estimates, budget assessment and cost containment advice, value engineering studies and recommendations, and Construction Manager reviews.

1.1.1 Construction Management Plan. In consultation with the District’s architect (“Architect”), the Construction Manager shall prepare a Construction Management Plan (CMP) for the Project, which shall establish the scope for the Project and the general basis for the sequence of contracting for construction of the Project. In preparation for this Construction Management plan, the Construction Manager shall evaluate the local construction market, the District’s schedule and budget goals for the Project, develop various approaches, and make recommendations to the District. The Construction Manager shall develop the CMP during the pre-construction phase at a time agreed to mutually with the District. Regular status updates are to be provided to the District during the development of the CMP by the Construction Manager. Upon approval by the District of the Construction Management Plan for the Project, the Construction Manager shall prepare the Construction Management Plan in final form. This document shall indicate the Project’s rationale and recommend the strategy for purchasing, construction, the various bid packages for Project, and a Master Project Schedule.

1.1.2 Master Project Schedule. The Construction Manager shall develop a Master Project Schedule for the Project, subject to approval by District, which shall contain key milestones to be accomplished by the participants, including milestone completion dates for the Architect’s and any consultant’s design activities. The Master Project Schedule shall be consistent with the “CM Services Project Schedule, Exhibit C” and attached hereto as “Exhibit C” and incorporated herein. The Master Project Schedule shall contain a critical path Master Construction Schedule for the Project and shall provide all major elements. The Master Project Schedule shall endeavor to utilize the completion date as identified in “Exhibit C.”

If necessary, the Construction Manager shall periodically update the Master Project Schedule for the Project and submit each update to the District for the District’s approval.

1.1.3 Project Budget. The Construction Manager shall provide a budget based upon the amounts provided by the District pursuant to Article 2.2 (“Project Budget”). This Project Budget shall include the anticipated total of all of the separate contracts for the Project pursuant to Section 1.1.10 (“Construction Cost”) as provided in this Agreement. The Construction Manager shall review any Project requirements of District, the District’s schedule goals, and existing Project Budget data.

The Construction Manager shall make a report of the Project Budget to the District indicating: (1) shortfalls or surpluses in the Project Budget, and (2) recommendations for cost reductions, value engineering, or revisions to the District’s Project requirements. The Construction Manager shall consult with the Architect and the District to suggest reasonable adjustments in the scope of the Project, if any, and to suggest alternate bids in Construction Documents to adjust the Construction Costs to conform to the Project Budget.

1.1.4 Cost Management Procedures. The Construction Manager shall implement and maintain cost management procedures throughout the Preconstruction Phase for the Project. When design or programmatic changes are made and approved by the District, these changes shall be recorded and the cost effect shall be documented.

1.1.5 Construction Management Constructability Review. The Construction Manager shall perform a constructability review of the 90% Design Development and also the 90% Construction Documents. Utilize a checklist type method such as Redicheck or some other form acceptable to District, and shall provide input to the District relative to means and methods of construction, duration of construction, and constructability. This checklist shall be made available to the District.

1.1.6 Coordination/Value Engineering Review. With respect to the Project, the Construction Manager shall review the Architect's 90% Design Development and also the 90% Construction Document submissions and provide written comments for cost reduction items of the various disciplines, including civil, structural, architectural, mechanical, electrical, HVAC, plumbing, and landscape. The report shall provide value engineering options for consideration by the District to make reasonable adjustments in scope to reduce the Construction Costs to conform to the Project Budget.

1.1.7 Communications. The Construction Manager shall provide coordination between the Architect and the District on the proper flow of information for the Project. The Construction Manager shall develop written procedures for orderly communication to all Project consultants. Construction Manager shall advise on site use and improvements.

1.1.8 Cost Adjustment Sessions. The Construction Manager shall prepare for the District's approval a detailed estimate of Construction Cost, as defined in Article 3, developed by using estimating techniques, which anticipates the various elements of the Project. This Construction Cost estimate shall be prepared at 90% Design Development and also at 90% Construction Documents. The estimate Construction Document report is to be itemized by the multi-prime bid packages to be used as a reference when reviewing bids for conformance with the overall budget. The Construction Manager shall advise the District and the Architect if it appears that the Construction Cost may exceed the budgeted amount for Construction Cost as set forth in the Project Budget. The Construction Manager shall make recommendations for corrective action to bring the Construction Costs within the District Project Budget including Article 1.1.6.

An approximate Construction Cost has been established under Article 2.2. The Construction Manager shall consult with the Architect and the District to suggest reasonable adjustments in the scope of the Project, and to suggest alternate bids in the Construction Documents to adjust the Construction Cost to the budgeted amount for Construction Cost as set forth in the Project Budget, if necessary.

1.1.9 Assignment of Responsibility. The Construction Manager shall provide recommendations and information to the District regarding the assignment of responsibilities for safety precautions and programs; temporary Project facilities; and equipment, materials and

services for common use of Contractors. The Construction Manager shall verify that the requirements and assignment of responsibilities are included in the proposed Contract Documents.

1.1.10 Separate Contracts (Multi-Prime Contracting). The Construction Manager shall advise on the separation of the Project into separate contracts for various categories of work (“Contracts”). The project plan approval is separated into two increments and separate bid and award phases will be required for each. The Construction Manager shall advise on the method to be used for selecting Contractors and awarding individual bids. The Construction Manager shall inspect, review, revise, and assure proper delivery and assembly of the Project maintenance and operation manuals, material and equipment warranties, and the Project record set of plans and specifications. The Construction Manager is to manage and coordinate the development of Construction Documents with the Architect. The Construction Manager shall review drawings and specifications for the Contracts to provide that (1) the work of the separate Contractors is coordinated, (2) all requirements for the Project have been assigned to the appropriate separate Contract, (3) the likelihood of jurisdictional disputes has been minimized, and (4) proper coordination has been provided for phased construction.

1.1.11 Monthly Reports. With the District’s assistance, Construction Manager shall provide a detailed cash flow tracking system for the Project. The system must be approved and accepted by the District. The Construction Manager shall update the cash flow spread sheet monthly or as required by the District. The report is to include but not limited to Contractor monthly payments, Contractor allowance usage, Contractor vendor and supplier lien releases, and a per Contractor potential change order list with estimated costs.

1.1.12 Coordination of Relocation of District Property. If applicable, Construction Manager shall coordinate the moving, relocation, temporary housing and storing of District’s property prior to the construction phase for the Project.

1.1.13 Office of Public School Construction, Division of the State Architect and Other Public Agencies. The Construction Manager, in cooperation with the District and Architect, shall assist with the coordination and processing of all necessary paperwork and close-out documents with the Office of Public School Construction (“OPSC”), Division of the State Architect and any other applicable public agencies, especially those close-out documents required by the Contractors.

1.1.14 Professional Consultants. The Construction Manager shall assist the District, if required, in selecting and retaining the professional services of surveyors, material testing and inspection, soil testing and inspection, labor compliance monitoring, DSA inspectors, special consultants, commissioning consultant, and acoustical performance consultant, and coordinate their services during the construction phase.

## **1.2 PLAN CHECK AND BIDDING PHASE [Refer to Exhibit F’].**

1.2.1 Bidding Procedures. The Construction Manager shall develop and expedite bidding procedures for bid document issuance, bid tracking and receipt of proposals with regard to each of the Contracts. The Construction Manager shall also take the necessary procedures to

administer prequalification of potential Contractors and ensure that all Contracts are competitively bid when required by law. Construction Manager is to coordinate directly with the District's staff in order to utilize the District's reprographics firm for bid document distribution.

1.2.2 Public Relations Activities. The Construction Manager shall assist the District in all public relations including, but not limited to, preparation of Project information and attending internal and public meetings as required, including site meetings.

The Construction Manager shall be the point of contact for the entire community during all phases of construction in regards to any complaints, questions, safety issues, noise problems, dust problems, etc.

1.2.3 Generate Bidder Interest. The Construction Manager shall develop bidder's interest in the Project and shall maintain contact with potential bidders for the Contracts on a regular basis throughout the bid period. A telephone campaign shall be conducted by Construction Manager to stimulate and maintain interest in bidding on the Project. A report is to be provided to the District five (5) business days prior to the bid outlining all bidders who have verbally committed to provide the District with a bid for a specific prime package.

1.2.4 Bid Advertisements. The Construction Manager shall coordinate the preparation and placement of the notices and advertisements to solicit bids for each of the Contracts as required by law in cooperation with the District.

1.2.5 Prepare and Expedite Bid Documents Delivery. The Construction Manager shall coordinate and expedite the preparation, assembly and delivery of bid documents and any addenda for each of the Contracts to the bidders by direct coordination with District staff to utilize the District's reprographics firm including the following, as applicable:

- (a) Establish bid and award schedule by trade;
- (b) Prepare all bid documents in word format and compile in pdf format for distribution to District staff;
- (c) Prepare the Public Works Bid Packet including but not limited to the following Supplemental Conditions Attachments: Contract Document Listing, Project Specific Requirements, Trade Specific Inclusions, Insurance Requirements, Bid Schedule, and a Logistics Plan;
- (d) Prepare bid addendum as required.

1.2.6 Pre-Bid Conference(s). In conjunction with the Architect and District, the Construction Manager shall conduct the pre-bid conference(s). These conferences shall be a forum for the District, the Construction Manager, and Architect to present the District's Project requirements to the bidders, including a specific prequalification conference, pre-bid "job walk" conference(s) as required, and shall familiarize bidders with the particular Project, bid documents, management techniques and with any special systems, materials or methods.

1.2.7 Coordination and Inquiries. The Construction Manager shall coordinate communications related to bidder inquiries and seek resolution for the appropriate party and provide timely forwarding of such information to the bidders and District. This includes, but is not limited to, the management of pre-bid RFI's and material/equipment substitution requests.

1.2.8 Addenda Review. The Construction Manager shall administer the addenda process and shall provide a review of each addendum during the bid phase for time, cost, or constructability impact, and make appropriate comments or recommendations.

1.2.9 Bidding of Work. All construction work for the Project shall be competitively bid when required by law and awarded in the least amount of bid phases as feasible depending on the ability of the Construction Manager to facilitate competitive bids within the Construction Cost budget. If the Project is funded with any State funds, Construction Manager shall comply with all applicable SAB requirements. A bid phase summary shall be submitted with each bid phase package listing only the low bidders and their Contract amounts, summed as a total committed cost. Construction Manager shall assist District and Architect to ensure compliance with Education Code Section 17076.11 with respect to Disabled Veteran Business Enterprise goals. In addition to any applicable State laws, the Construction Manager shall confirm that the bidding and procurement procedures for the Project comply with any applicable requirements that may be tied to various funding sources including, but not limited to, federal funds or grants such as Community Development Block Grants.

1.2.10 Bid Evaluation. The Construction Manager in cooperation with Architect shall manage the bid opening, evaluation of the bids for completeness, full responsiveness and price, including alternate prices and unit prices (if applicable), shall make a formal report to the District with regard to the potential award of a Contract, and shall receive bids. The Construction Manager shall update the District's front end Contract Documents, "Bid Packet," and insert them into the Construction Documents.

If applicable, the summary of bids shall classify all bids according to SAB cost allowance categories. When a bid includes work in more than one cost category, the summary shall assign an appropriate amount to each.

Construction Manager shall certify in writing that the Contracts contained in the submittal for the District represent all the Contracts required to perform the work in the plans and specifications for the Project, and that no additional Contracts are foreseen to complete the necessary work for such Project. In the event the Contracts and the work deferred for the future do not represent 100% of the work and/or exceed the SAB's standards (if applicable), the additional necessary work shall not entitle Construction Manager to any additional fee.

1.2.11 Rebidding. If any portion of the Project is anticipated to be State funded, Construction Manager shall only allow individual bid package category rebids as authorized by SAB policy.

In the event the bids exceed the Project Budget and the District authorizes rebidding of all or portions of the Project, the Construction Manager shall cooperate in revising

the scope and the quality of work as required, subject to approval by the District, to reduce the Construction Costs for the Project. The Construction Manager, without additional compensation, shall cooperate with the District and Architect as necessary to bring Construction Costs within the Project Budget.

1.2.12 Non-interest in Project. The Construction Manager shall not be a bidder, or perform work for any bidder on any individual Contract.

1.2.13 Purchase, Delivery and Storage of Materials and Equipment. If applicable, the Construction Manager shall investigate and recommend a schedule for the District's purchase of materials and equipment which are a part of the Project and require long lead time procurement, and coordinate the schedule with the early preparation of portions of the Contract Documents. The Construction Manager shall expedite and coordinate delivery of all purchases.

If applicable, the Construction Manager shall arrange, at the cost of the District, for delivery and storage, protection and security for District-purchased materials, systems and equipment which are a part of the Project, until such items are incorporated into the Project. The Construction Manager shall coordinate with or assign these activities to the appropriate Contractor who is responsible for the installation of such materials, systems, and equipment.

1.2.14 Analysis of Labor. The Construction Manager shall provide an analysis of the types and quantities of labor required for the Project and review the availability of appropriate categories of labor required for critical phases. The Construction Manager shall make recommendations to minimize adverse effects of labor shortages.

1.2.15 Notice Of Award and Notice To Proceed. The Construction Manager shall prepare and issue the Notice of Award to the Contractor after the Board of Education accepts the Contractor's bid and award a Contract. The District will prepare and issue a Notice to Proceed to the Contractor for each trade contract package only after the Contractor's agreement and required documents are provided to the District. The Construction Manager is to administer the request, tracking, collection, verification of correctness, and delivery of the Contractor's Contract and supporting documents to the District.

1.2.16 Contractor Prequalification. The Construction Manager shall assist the District in providing turnkey services for the administration of all aspects of prequalifying potential bidding Contractors and subcontractors for this PROJECT in accordance with Public Contract Code section 20111.6. Such services shall include, without limitation: creating advertisements, generating bidder interest, issuing prequalification questionnaires to all interested bidders, coordinating receipt of all prequalification questionnaires, evaluating questionnaires, checking references and confirming information contained in questionnaires, scoring all questionnaires, creating a summary log of scores using the District's template, making written recommendations to the District on Contractors and required subcontractors that are prequalified, confirming that the District has a sufficient pool of prequalified mechanical, electrical and plumbing subcontractors (as defined in Public Contract Code section 20111.6) for this PROJECT, ensuring Contractors and required subcontractors submit the prequalification documents as determined by the District (but not later than ten business days prior to the bid opening date), notifying all bidders whether they

are prequalified to bid on the PROJECT or not as determined by the District (but not later than five business days prior to the bid opening date), and providing any other prequalification services reasonably requested by the District.

### **1.3 CONSTRUCTION PHASE.**

The Construction Phase for the Project shall commence within the month where the receipt by the bidder of the initial multi-prime construction Contract Notice to Proceed and shall continue until thirty-five (35) days after the recording of the last multi-prime construction Contract Notice of Completion for the Project or thirty-five (35) days after completion of the Project as defined in Public Contract Code Section 7107, whichever is earlier.

The Construction Phase consists of the coordination of all activities that are included in the construction of a particular Project. The Construction Manager shall be responsible for coordinating the work for the Project pursuant to the Master Project Schedule. The Construction Manager shall maintain communication with the District throughout the Construction Phase and shall provide responsible reporting and documentation prior to the Contractors' pre-construction conference and shall be responsible for coordinating the site construction services provisions (general conditions items) including supervision and administration of the Project, creation of a Project construction schedule and regular monthly updates, conducting construction progress meetings, providing progress reports, processing Contractors' requests for information (RFI's), processing Contractor product material and equipment submittals, reviewing and recommending with the Architect the approval or disapproval of change orders and payments to the Contractors, and maintaining record keeping to assist the District in negotiations, mediation or arbitration of claims or disputes.

1.3.1 Pre-Construction Conference(s). The Construction Manager shall conduct, in conjunction with the District and the Architect, pre-construction orientation conference(s) for the benefit of the successful Contractors and shall serve to orient the Contractors to the various reporting procedures and site rules prior to the commencement of actual construction. Construction Manager is to perform a pre-construction conference with the multi-prime Contractors after each bid phase, including potential rebid phases, is complete.

1.3.2 Contract Administration and Key Personnel. The Construction Manager, in cooperation with the Architect, shall administer the construction Contracts as set forth herein and as provided in the General Conditions of the Contacts for construction. The Construction Manager shall coordinate the preparation of construction staging areas on-site for the Project and shall coordinate the preparation of the site for construction, including, but not limited to, coordinating fencing, barricades or other items reasonably necessary for efficient construction. The Construction Manager shall also coordinate the mobilization of all Contractors and shall coordinate construction sequencing.

In addition, the Construction Manager shall provide management and related services as required to coordinate work of the Contractors with each other and the activities and responsibilities of the Architect and District in order to complete the Project in accordance with the Contract Documents, this Agreement, and within the Project Budget. The Construction

Manager shall provide sufficient organization, qualified and experienced personnel and management to carry out the requirements of this Agreement. The Construction Manager shall identify and maintain a competent staff at the Project site for the purpose of coordinating and providing general direction for the work and progress of the Contractors. The Construction Manager shall provide below a list of the key personnel to be assigned to this Project during the Construction Phase and the personnel are to be as outlined in the Construction Manager’s proposal provided in response to the Request for Proposal (RFP). Written notice of any future changes in staff and personnel for the Project require the District’s review and approval. The District may reasonably request changes in the staff and personnel proposed by the Construction Manager for the Project.

The Construction Manager agrees that the following personnel be designated as “Key Personnel”, associated with the Project in the following capacities:

Senior Project Manager: [NAME]  
Assistant Project Manager: [NAME]  
Superintendent: [NAME]  
Assistant Superintendent: [NAME]  
Project Engineer: [NAME]

The Key Personnel listed above shall be dedicated to this Project full-time during the Construction Phase of the Project and shall not be involved with any other projects on behalf of the Construction Manager during said time. The Construction Manager shall not change any of the Key Personnel listed above without prior written approval by District, which approval will not be unreasonably withheld, unless said personnel cease to be employed by the Construction Manager. In either case, the District shall be allowed to interview and recommend approval of replacement personnel. If there shall be any approved changes in the Key Personnel listed above, the Construction Manager shall not charge the District any fees or other costs to bring any replacement personnel “up to speed” on the Project. Notwithstanding the foregoing, in the event that the Construction Phase does not start within three (3) months of the Construction Phase start date set forth in Exhibit “C”, Construction Manager shall endeavor to maintain the Key Personnel listed above on the Project, but does not guarantee their availability.

If any personnel fail to perform to the satisfaction of the District, then upon written notice by the District, the Construction Manager shall immediately remove that person from the Project and provide a temporary replacement. The Construction Manager shall, within thirty (30) calendar days, provide a permanent replacement person acceptable to the District.

1.3.3 Submittal Procedures. The Construction Manager shall establish and implement procedures with the Architect and coordinate and review shop drawing submittals, requests for information, samples, product data, change orders, payment requests, material delivery dates and other procedures; and maintain logs, files and other necessary documentation. Construction Manager shall assist the Architect and the District with monitoring the certified payroll for the Project and tracking Prime Contractor vendor or supplier (20) Day Preliminary Notices and corresponding lien releases. The Construction Manager shall coordinate the dissemination of any information regarding submittals and consult with the Architect and the

[PROJECT NAME]

District if any Contractor requests interpretations of the meaning and intent of the Contract Documents, and assist in the resolution of questions, which may arise.

1.3.4 Meetings. The Construction Manager shall coordinate and conduct preconstruction, construction and weekly job-site progress meetings with the Contractors and shall transcribe and distribute minutes to all attendees, the District, Architect and all other appropriate parties. The Construction Manager shall assist in the resolution of any technical construction issues.

1.3.5 Coordination of Technical Inspection and Testing. The Construction Manager shall coordinate with the District's certified inspector all testing required by the DSA, Architect, or other third parties. If requested, the Construction Manager shall assist the District in selecting any special consultants or testing laboratories. All inspection reports shall be provided to the Construction Manager on a regular basis.

1.3.6 Construction Observation. The Construction Manager shall observe and confirm that the materials and equipment being incorporated into the work are handled, stored and installed properly and adequately and are in compliance with the Contract Documents for the Project. The Construction Manager shall report to the District and Project Inspector regarding the status of such activity and whether the Contractor is complying with such requirements as set forth in the Contract Documents. The Construction Manager shall endeavor to guard against defects and deficiencies and shall advise the District of any deviations, defects or deficiencies the Construction Manager observes in the work. The Construction Manager's observation duties shall include reasonable diligence to discover work that is not in compliance with the Contract Documents. These observations shall not, however, cause the Construction Manager to be responsible for those duties and responsibilities, which belong to the District's inspector.

1.3.7 Non-Conforming Work. The Construction Manager shall, in conjunction with the District's inspector, review Contractor's recommendations for corrective action on observed non-conforming work. The Construction Manager shall make recommendations to the District, the Architect and District's inspector in instances where the Construction Manager observes work that, in its opinion, is defective or not in conformance with the Contract Documents. The Construction Manager shall assist the District's inspector in observing the Contractor's work to verify that all authorized changes are properly incorporated in the Project. The Construction Manager shall report to the District regarding the status of such activity and provide a written record of the same.

1.3.8 Exercise of Contract Prerogatives. The Construction Manager shall advise the District and make recommendations to the District for exercising the District's Contract prerogatives, such as giving the Contractor notice to accelerate the progress when the schedule goals are in jeopardy due to Contractor failings, withholding payment for cause and other prerogatives when required in an effort to achieve Contract compliance.

1.3.9 Implementation of Master Project Schedule. The Construction Manager shall implement the Master Project Schedule and shall regularly update and maintain the Master Project Schedule incorporating the activities of Contractors on the Project, including activity

sequences and durations, allocation of labor and materials, processing of shop drawings, product data and samples, and delivery of products requiring long lead time procurement. The Master Project Schedule shall include the District's occupancy requirements showing portions of the Project having occupancy priority. The Construction Manager shall update, reissue and distribute the Master Project Schedule as required to show current conditions and revisions required by the actual experience. Construction Manager is to issue a (3) Week Look Ahead schedule on a weekly basis to all Prime Contractors and issue a Master Project Schedule update to the District on a monthly basis.

1.3.10. Safety Programs. To the extent required by OSHA or any other public agency, Construction Manager shall obtain, review, and keep on file each Prime Contractor's MSDS and IIPP along with monitoring their implementation of the safety program and the performance of necessary safety meetings.

1.3.11. SWPPP Quality Assurance/Quality Control (QA/QC). The Construction Manager will cooperate and coordinate with the District's Quality SWPPP Provider (QSP) to the extent required to carry out monitoring Project conditions weekly or as needed during weather events, maintain the Project SWPPP manual and ensure Contractors maintain onsite SWPPP program and Best Management Practices (BMP).

Construction Manager shall manage the oversight of the Contractor for the Rain Event Action Plan (REAP) as required within 48 hours of a forecast event. Construction Manager shall conduct the regular scheduled inspections. Risk levels which may require water testing etc. shall be provided by others.

1.3.12 Insurance. The Construction Manager shall receive, review, and track Certificates of Insurance and Additional Insured Endorsements of Insurance for all Prime Contractors. Construction Manager shall inform the District of any noted deficiencies in insurance or endorsements submitted.

1.3.13 Performance and Payment Bonds. The Construction Manager shall receive and review Performance and Payment Bonds from the Prime Contractors and forward them to the District prior to the District issuing a Notice to Proceed to the Prime Contractor. The bonds are to be provided to the District with the Prime Contractor Contracts. Construction Manager shall inform the District of any noted deficiencies in bonds submitted.

1.3.14 Changes in Construction Cost. The Construction Manager shall revise and refine the approved estimate of Construction Cost, incorporate approved changes as they occur, and develop cash flow reports and forecasts as needed.

The Construction Manager shall provide regular monitoring of the approved estimate of Construction Cost, showing actual costs for activities in progress and estimates for uncompleted tasks. The Construction Manager shall identify variances between actual and budgeted or estimated costs and advise the District and the Architect whenever the Project's costs appear to be exceeding budgets or estimates. Construction Manager is to provide the District with a financial summary report for all Prime Contracts on a monthly basis.

1.3.15 Construction Progress Review. The Construction Manager shall keep a daily log containing a record of weather, the Contractors working on the site, number of workers, work accomplished, problems encountered, and other relevant data or such additional data as the District may require. The Construction Manager shall provide a copy of the daily log as part of its monthly invoice for payment. The Construction Manager shall prepare and distribute the construction schedule updates to the Master Project Schedule on a monthly basis to maintain the Master Project Schedule. After an evaluation of the actual progress as observed by the Construction Manager, scheduled activities shall be assigned percentage-complete values. The report shall reflect actual progress as compared to scheduled progress and note any variances. The Construction Manager shall identify problems encountered in accomplishing the work and recommend appropriate action to the District to resolve these problems with a minimum effect on the timely completion of the Project. If requested by the District, the Construction Manager shall assist the Contractor(s) in preparing a recovery schedule. The recovery schedule shall reflect the corrective action costs (if any) and efforts to be undertaken by the Contractor(s) to recapture lost time. This recovery schedule shall be distributed to the Contractor(s), the District, Architect and other appropriate parties.

1.3.16 Maintain On-Site Records. The Construction Manager shall develop and implement a comprehensive document management program. The Construction Manager shall maintain at the Project site, on a current basis: a record copy of all Contracts, drawings, specifications, addenda, change orders and other modifications, in good order and marked to record all changes made during construction; shop drawings; product data; samples; submittals; purchases; materials; equipment; applicable handbooks; Titles 21 and 24 of the California Code of Regulations; the California Uniform Building Code; maintenance and operating manuals and instructions; other related documents and revisions which arise out of the Contracts.

In addition to the current physical records maintained at the site, the Construction Manager shall maintain a complete electronic copy of all Contracts, drawings, specifications, addenda, change orders and other modifications. The electronic Project file shall be maintained by the Construction Manager on a mutually agreeable shared site such as "Sharepoint" or "The Box". The District and other personnel as authorized will have real time access at all times to the Project documentation.

The Construction Manager shall maintain records onsite and of principal building layout lines, elevations for the bottom of footings, floor levels and key site elevations certified by a qualified surveyor or professional engineer, if necessary. The Construction Manager shall make all records available to the District. At the completion of the Project, the Construction Manager shall deliver all such records to the Architect, so the Architect may review the record as-built drawings.

1.3.17 Schedule of Values, Processing of Payments, and Lien Release Tracking. The Construction Manager shall review and approve each Contractor's schedule of values for each of the activities included in that Contractor's schedule of events. The Construction Manager shall develop and maintain a master schedule of values. The Construction Manager shall develop and implement procedures for the review and processing of applications by Contractors for progress

and final payments. The Construction Manager shall review with the Architect and make recommendations to the District pertaining to payments to the Contractors. Construction Manager is to verify Contractor certified payroll records are current and in good standing with the District's Labor Compliance Consultant prior to the release of Contractor payments. All Contractor pay applications are to be provided in a single transmittal to the District on a monthly basis.

The Construction Manager is to provide to the District a contract financial summary log with the monthly Contractor payment application submittal. Also, the Construction Manager is to maintain and submit with the monthly Contractor payment application submittal a lien release log and a copy of the lien releases for the District's records. The District will provide the Construction Manager with all (20) Day Preliminary Notices received for each Prime Contractor's vendors or suppliers.

1.3.18 Evaluate Proposal Costs. The Construction Manager shall evaluate Contractors' proposal costs and make a formal recommendation to the District regarding the acceptance of any proposals for a change order.

1.3.19 Negotiations of Change Order Costs and Time Extensions. The Construction Manager shall assist the District and the Architect representative in negotiating any change order costs and time extensions.

1.3.20 Change Order Reports. The Construction Manager shall not issue instructions contrary to the Contract between District and a Contractor, or between the District and Architect. The Construction Manager shall ensure that all changes to the Contract between the District and a Contractor shall be by change order executed by the District. Any communication between the Construction Manager and the Contractors shall not in any way be construed as binding on the District, or releasing the Contractor from fulfillment of any of the terms of the Contract. For the Project, the Construction Manager shall prepare and distribute change order reports on a monthly basis throughout the Construction Phase. This report shall provide information pertaining to proposed and executed change orders and their effect on the Contract price and Master Project Schedule as of the date of the report.

1.3.21 Contractor Claims. The Construction Manager shall be given copies of all notices of claims by Contractors against the District for any alleged cause. The Construction Manager, jointly with Architect, shall perform evaluation of the contents of the claim within twenty-five (25) days, and make recommendations to the District. If requested by the District, the Construction Manager shall prepare estimates based on any alleged cause of claims submitted by the Contractor(s) and shall prepare alternate estimates based on varying scenarios of the claim cause. These estimates shall be transferred to the District and shall be used in claim rulings and negotiations. If requested by the District, the Construction Manager shall analyze the claims for extension of time and prepare an impact evaluation report, which reflects the actual impact to the Master Construction Schedule. The report shall also provide a narrative including a recommendation for action to the District. If requested by the District, the Construction Manager shall negotiate claims with the Contractor(s) on behalf of the District. The Construction Manager shall make a written recommendation to the District concerning settlement or other appropriate action. Excepting those claims of which the Construction Manager is responsible, Construction

Manager's obligations pursuant to this Paragraph shall cease upon completion of the Project as defined in Article 1.3 of this Agreement.

1.3.22 Project Status Reports. The Construction Manager shall prepare and distribute monthly a Project Status Report. The Construction Manager shall ensure that the Verified Reports required by Title 24 of the California Code of Regulations be completed quarterly by the Contractors for the Project. The project status report is to be sent via email to District staff no later than the 10<sup>th</sup> day of the following month for the month in which the report is prepared for. The report is to include but not limited to a project schedule updated with a data date for the last day of the reporting month, RFI log, submittal log, change order log, allowance log, pay application log with cash flow projections and graphs, DSA document approval log, and an executive summary.

1.3.23 Equipment Instruction Manuals and Warranties. The Construction Manager shall obtain all operations and maintenance manuals, warranties, and guarantees for all material and equipment installed in the Project required by the Contract Documents. All such materials, including maintenance and operation manuals, keys, attic stock, as-built documents shall be reviewed and delivered to appropriate District personnel. Provide manuals and warranties in pdf format per the District filing structure required for digital archiving.

1.3.24 Completion of Contracts and Project. When the Construction Manager considers a Contractor's work or a designated portion thereof complete, the Construction Manager will notify and assist the Architect in preparing a list of incomplete or unsatisfactory items ("Punch-list") and the Construction Manager will prepare a schedule for their completion. The Construction Manager shall assist the Architect in conducting inspections.

The Construction Manager shall coordinate the correction and completion of the work. The Construction Manager shall assist the Architect in determining when the Project or a designated portion thereof is complete. The Construction Manager shall prepare a summary of the status of the work of each Contractor, listing changes in the previously issued Punch-list and recommending the times within which Contractors shall complete the uncompleted items on the Punch-list.

1.3.25 As-Built Documents. The oversight, management and verification of the "as-built" document process shall be maintained on a monthly basis by the Construction Manager. The Construction Manager shall perform coordination, supervisory and expediting functions in connection with the Contractor's obligation to provide "as-built" documents and make recommendations for adequate withholding of retention in the event that a Contractor fails to provide acceptable "as-built" documents. Final "as-built" documents shall be verified prior to the release of each Contractor's retention and incorporated into the Project record documents.

1.3.26 Training Sessions. The Construction Manager shall coordinate and schedule training sessions as required by the Contract Documents with the District's personnel and shall require that the Contractor's obligation in providing this training is fulfilled.

1.3.27 Recommendations to District. The Construction Manager shall endeavor to achieve satisfactory performance from each Contractor. The Construction Manager shall recommend courses of action to the District when requirements of a Contract are not being fulfilled, and if the nonperforming party is not taking satisfactory corrective action.

1.3.28 Accounting Records. The Construction Manager shall establish and administer an appropriate Project accounting system in conjunction with the District and shall maintain cost accounting records on authorized work performed under unit costs, additional work performed on the basis of actual costs of labor and materials, or other work requiring accounting records.

1.3.29 Permits. The Construction Manager shall assist the District in obtaining all necessary permits for the Project, including without limitation, building, grading, and occupancy permits. This task may encompass accompanying governmental officials (Fire Marshal, DSA, Health Department, etc.) during inspections, assisting in preparing and submitting proper documentation to the appropriate approving agencies, assisting in final testing and other necessary and reasonable activities.

1.3.30 Initial Start-up and Testing. With the Architect and the District's maintenance personnel, the Construction Manager shall observe the Contractors' proper installation of utilities, operational systems and equipment for readiness and assist in their initial start-up and testing for the Project. The Construction Manager shall coordinate and assist District in the move-in for the Project.

1.3.31 Building Information Modeling (BIM). The Construction Manager shall implement and facilitate the BIM program with the Trade Contractors and design team. Construction Manager shall act as the "lead" in preparing composite coordination drawings incorporating all Trade Contractors' 3-D shop drawings, and shall utilize NavisWorks or similar software approved by Architect to compile these drawings into a composite 3-D model for weekly coordination, fly-through, and clash detection exercises. Construction Manager shall keep records of clashes and issues discovered. Trade Contractors shall attend weekly meetings on a schedule determined by the Construction Manager for the purpose of reviewing progress of the MEP coordination effort. Meetings will continue until all participating Trade Contractors' clashes and coordination issues are resolved.

In addition, the Construction Manager is required to attend an Architect-Engineer BIM design coordination meeting during preconstruction to become knowledgeable of the system models and the design intents. Note, the structural and MEPS system designs will be created in 3D to a level 200 by the design team and it will be the responsibility of the Construction Manager to bring the coordinated model up to a level 400 in coordination with the Prime Trade Contractors. All NavisWorks files in appropriate format to be turned over to the District at the conclusion of the BIM services.

1.3.32 DSA Project Inspection Card Requirements. The Construction Manager shall verify that the Project Inspector has the appropriate amount of Project Inspection Cards (Form DSA 152) that are needed for the inspection and completion of the entire Project prior to the

commencement of any work by any Trade Contractor on the Project. The Construction Manager shall immediately inform the District and the Architect if the Project Inspector does not have the requisite Project Inspection Cards needed for the inspection and completion of the Project. The Construction Manager shall review the DSA approved Statement of Structural Tests and Special Inspections (Form DSA 103) for the Project prior to the commencement of any work on the Project in order to become familiar with all the testing and inspections that are required for the completion of the Project.

1.3.32.1 The Construction Manager shall meet with the Architect, Project Inspector, District, Trade Contractors, Laboratory of Record and Special Inspectors as needed throughout the completion of the Project to verify, acknowledge and coordinate the testing and special inspection program required by the DSA approved Construction Documents.

1.3.32.2 Construction Manager shall coordinate with all Trade Contractors to ensure timely requests for inspections are made and that the requirements related to the DSA's Inspection Card Process and Form DSA 152 are being met for the Project. The Construction Manager shall notify the District, in writing, when delays or impacts to the Project Schedule are being caused by a party not complying with DSA's Inspection Card requirements and Form DSA 152. The Construction Manager shall establish a procedure to verify that the Architect, Architect's Consultants, Project Inspector, Laboratory of Record and Trades Contractors are performing services in compliance with the "Construction Oversight Process Procedure" required by the California Code of Regulations, Title 24 and as further described in the DSA's PR 13-01 and 13-02. As part of the procedure established under this section, Construction Manager must be able to verify that all interim verified reports and verified reports are being submitted to the DSA by the responsible parties in a timely manner. As part of the monthly reporting process, Construction Manager shall notify the Owner when the Architect, Architect's Consultants, Project Inspector, Laboratory of Record or Contractor have failed to comply with the Construction Oversight Process Procedure and must inform the Owner of the impact such failure(s) will have upon the Project and its schedule.

1.3.32.3 Any references to the DSA requirements, DSA forms, documents, manuals applicable to the Project shall be deemed to include and incorporate any revisions or updates thereto.

1.3.33 Changes to the DSA Approved Construction Documents. After the Project has been let, all changes to the DSA approved Construction Documents shall be made by means of a Construction Change Document ("CCD") prepared by the Architect in conjunction with the Construction Manager. The Construction Manager shall review all CCD's related to the Project to determine which changes affect the Structural, Access or Fire & Life Safety (collectively "SAFLS") portions of the Project and ensure that such changes are documented and implemented through a written CCD-Category A (Form DSA 140). The Construction Manager shall verify that all CCD-Category A's are submitted to the DSA by the Architect with all supporting documentation and data and that such CCD's are approved by the DSA before work commences on the Project related to such CCD's. The Construction Manager shall verify that the District has reviewed and approved of all CCD-Category A's before they are submitted to the DSA by the Architect for review and approval. All other changes to the DSA approved Construction

Documents not involving SAFLS portions of the Project are not required to be submitted to the DSA unless the DSA specifically requires such changes to be submitted to the DSA in the form of a written CCD-Category B (Form DSA 141) inclusive of all supporting documentation and data. The Construction Manager shall verify that all CCD-Category B's are submitted to the DSA by the Architect with all supporting documentation and data and that such CCD's are approved by the DSA before work commences on the Project related to such CCD's. Changes that are not determined by the Architect and/or DSA to require documentation through an approved CCD-Category A or CCD-Category B shall be documented by the Architect and Construction Manager through an alternative CCD form or other document approved by the District. The Construction Manager shall evaluate Trade Contractors' proposal costs and make a formal recommendation to the District regarding the acceptance of any proposals for a Change Order. The Construction Manager shall assist the Architect with the preparation and issuance of any Immediate Change Directives ("ICD"), as directed by the District, to complete work that is necessary due to a Trade Contractor's failure to complete the Project in accordance with the DSA approved Construction Documents. An ICD is a written order prepared by the Architect and signed by the District and the Architect directing a change in the work where the work must proceed immediately and stating a proposed basis for adjustment, if any, in a Trade Contractor's Contract sum or Contract Time, or both. The Construction Manager shall ensure that the Project Inspector is provided with a copy of each ICD and shall coordinate the inspection of the applicable work under any ICD pursuant to such ICD.

1.3.34 Negotiations of Change Order Costs and Time Extensions. All changes to the DSA approved Construction Documents, whether set forth in a CCD, ICD or any other document approved by the District, shall be incorporated into Change Orders prepared by the Construction Manager in conjunction with the Architect for the District's approval. Each Change Order shall identify: (1) the description of the change in the work; (2) the amount of the adjustment to the Trade Contractor's Contract sum, if any; and (3) the extent of the adjustment in the Trade Contractor's Contract Time, if any. The Construction Manager shall prepare Change Orders, with supporting documentation and data, for the District's review in accordance with the Construction Documents. The Construction Manager shall assist the District and the Architect representative in negotiating any CCD/Change Order costs and time extensions. The Construction Manager shall evaluate and make written recommendations regarding Trade Contractors' proposals for possible CCD's and/or Change Orders.

1.3.35 Interim and Final Verified Reports. The Construction Manager shall coordinate with the Project Inspector, Architect, the Architect's Consultants, Special Inspector(s), Laboratory of Record and any other engineers on the Project to verify that all verified reports are timely submitted to the DSA and the District throughout the completion of the Project and prior to the Project Inspector's approval and sign off of any of the following sections on all the Project Inspection Cards (Form DSA 152) required for the construction of the Project: (1) Initial Site Work; (2) Foundation; (3) Vertical Framing; (4) Horizontal Framing; (5) Appurtenances; (6) Non-Building Site Structures; (7) Finish Site Work; (8) Other Work; or (9) Final

1.3.36 Final Completion and Project Report. The Construction Manager, in conjunction with the Architect and the District's inspector, shall at the conclusion of all corrective action of Punch-list items, make a final comprehensive review of the Project, make a report to the

District which indicates whether the Construction Manager and the Architect find the work performed acceptable under the Contract Documents and the relevant Project data, and make recommendations as to final payment and the notice of completion to the Contractor(s) for the Project. At the conclusion of the Project, the Construction Manager shall prepare final accounting and close-out reports of all above indicated report systems. These reports shall summarize, for historical purposes, any items which are not self-explanatory.

1.3.37 Documentation and Mitigation of Delays. Should any Trade Contractor delay its scope of work or the work of other Trade Contractors, the Construction Manager take all reasonable action allowed under the Contract Documents or at law to minimize or mitigate any delays to the Project. The Construction Manager shall also document any Project delays on the Master Project Schedule and any monthly schedule updates and provide written notification of such delays to the Trade Contractor. If in the District's determination the Construction Manager fails to properly document any delays, update any schedules, or to take reasonable action to minimize or mitigate the delays, the Construction Manager shall not be paid for any costs to provide extended services due to delayed completion of the Project.

1.3.38 Assessment of Liquidated Damages. Construction Manager shall advise the District on any liquidated damages that may be assessed against any Trade Contractor for failure to comply with any scheduling requirements, failure to meet milestones or the Contract completion date or the failure to timely complete the correction of all punch-list items. Construction Manager shall immediately notify the District when liquidated damages become applicable on account of a Trade Contractor's failure to perform so the District and Construction Manager can notify the Trade Contractor and its surety that liquidated damages are being assessed.

## **1.4 TIME.**

1.4.1 The Construction Manager shall perform the services set forth in this Agreement as expeditiously as is consistent with reasonable skill and care and the orderly progress of the Project.

1.4.2 In the event the construction time requirements set forth in Section 1.1.2 of this Agreement are exceeded, and the delay is caused by the Construction Manager, the Construction Manager's fee shall be reduced by an amount of \$1,000.00 per calendar day as liquidated damages, but not as a penalty, starting from the scheduled construction completion date for the Project until construction is substantially complete. Construction Manager shall not be responsible for delays by a Trade Contractor if the Construction Manager complies with the requirements set forth in Article 1.3.37 above and if the delay is not caused by Construction Manager.

1.4.3 Construction Manager shall be entitled to an extension of time for the time of completion and shall not be subject to a claim for liquidated damages for delays which may arise due to an Act of God as defined in Public Contract Code Section 7105 if the act of God affects the governmental agency from which approvals are necessary for completion of the Project. Should the schedule for the Project be extended due to an Act of God as discussed above, the Construction Manager's performance contract shall be extended and the Construction Manager

may be compensated for this extension under the provisions of Section 4.4 of this Agreement. Any extensions of time or additional compensation shall first be approved in writing by the District.

## **ARTICLE 2**

### **THE DISTRICT'S RESPONSIBILITIES**

2.1 The District shall provide full information regarding the requirements of the Project including the District's objectives, constraints and criteria.

2.2 The current Construction Cost will be established by the District after the initial estimate is provided by the Construction Manager and may be adjusted as directed by the District. The Construction Manager is to utilize this budget as set forth in Section 1.1.3 of this Agreement. An adjustment in the Construction Cost budget or the actual awarded construction Contract costs does not provide for additional service fees to be paid to the Construction Manager. The Construction Manager is to provide services to manage a project with an anticipated scope of improvements as included in the Construction Documents in accordance with this Agreement.

2.3 The District shall designate a representative ("District Representative") to act on the District's behalf with respect to each Project. The District, or the District Representative, if authorized, shall render decisions promptly to avoid delay in the progress of the Construction Manager's services.

2.4 The District shall furnish tests, inspections and reports as required by law or the Contract Documents.

2.5 The services, information and reports required by Articles 2.1 through 2.4, inclusive, shall be furnished at District's expense.

2.6 If the District observes or otherwise becomes aware of any fault or defect in the Project, or nonconformance with the Contract Documents, prompt notice thereof shall be given by the District to the Construction Manager.

2.7 The District reserves the right to perform work related to the Project with the District's own forces and/or to award contracts in connection with the Project. The Construction Manager shall notify the District within ten (10) days of actual knowledge of the District's intent to perform work related to the Project with the District's own forces and/or to award contracts in connection with the Project, if any such independent action shall in any way compromise the Construction Manager's ability to meet the Construction Manager's responsibilities under this Agreement.

2.8 The District shall retain an Architect whose services, duties and responsibilities are described in the Agreement between the District and the Architect. The terms and conditions of the District-Architect agreement shall be furnished to the Construction Manager.

2.9 The District shall obtain all necessary insurances relative to course of construction, builders all risk and property damage for the Project.

[PROJECT NAME]

2.10 The District agrees to cause all trade Contractors to name the Construction Manager as an additional insured and to indemnify, defend and hold harmless the Construction Manager the same as it does the District using language mutually acceptable to the Construction Manager and the District.

**ARTICLE 3**  
**CONSTRUCTION COST AND PROJECT BUDGET**

3.1 The Construction Cost of the Project shall be the total of the final Contract sums of all of separate Contracts of Contractors for the Project, and shall not exceed the budgeted amount for the Construction Cost as set forth in the Project Budget.

3.2 Construction Cost shall not include the compensation of Construction Manager, the Architect and other consultants, general conditions, the cost of land, rights-of-way and other costs which are the responsibility of District as provided in Article 2 hereof, inclusive.

3.3 The Project Budget has been established under Article 2.2 hereof by the allowance for construction. Construction Manager shall consult with the Architect and District to suggest reasonable adjustments in the scope of the Project, and to suggest alternate bids in the Construction Documents to adjust the Construction Project Cost so that it does not exceed the Project Budget.

3.4 If the fixed limit of Construction Cost as set forth in the Project Budget is exceeded by the sum of the lowest figures from bona fide bids, District shall (1) give written approval of an increase in such fixed limit, (2) authorize rebidding of the Project or portions of the Project within a reasonable time, (3) cooperate in revising the scope and the quality of the work as required to reduce the Construction Cost or (4) reject all bids and abandon the Project. In the case of items (2) and (3), Construction Manager, without additional compensation, shall cooperate with District and Architect as necessary, including providing services as set forth in Article I, to bring the Construction Cost within the fixed limit of the Project Budget.

3.5 With the District's assistance, Construction Manager shall provide, on a monthly basis, a detailed cash flow tracking system for the Project. The system must be approved and accepted by the District. The Construction Manager shall update the cash flow spread sheet monthly or as required by the District.

With the District's assistance, the Construction Manager shall provide all construction related Board of Education agenda items. Examples: award of Contracts, authorization to bid or rebid, change orders, Notice of Completion, etc.

**ARTICLE 4**  
**BASIS OF COMPENSATION AND PAYMENT**

District shall compensate Construction Manager for the services required hereunder, as follows:

[PROJECT NAME]

#### **4.1 BASIC COMPENSATION FEE.**

4.1.1 Construction Manager's Services shall be compensated as set forth in Exhibit "A" for services described in this Agreement (the "CM Fee Proposal Matrix"). No other fees or costs (construction management fees, project management fees, general conditions costs, field indirect costs, bare costs, etc.) shall be paid to the Construction Manager, other than in accordance with Articles 4.4 and 5.1 below, unless approved in writing by the District. Reference attached Exhibit "B" for specific General Conditions Costs for the Project.

4.1.2 The Basic Compensation Fee shall include all of the Construction Manager General Conditions Costs as described in Article 5.

#### **4.2 PAYMENT**

##### **4.2.1 BASIC COMPENSATION PAYMENT:**

4.2.1.1 Pre-Construction, Plan Check and Bidding Phase Invoicing. Construction Manager shall invoice the "Monthly Rate for Precon Services" amount set forth in Exhibit "A" entitled "CM Fee Proposal Matrix" of the Basic Services for the services set forth in Articles 1.1 and 1.2 in consecutive monthly increments not to exceed the total identified in Exhibit "A", from the time the Construction Manager receives the notice to proceed from the District. The District may request the Construction Manager extend Preconstruction Phase services in writing. In the event that the Preconstruction Phase services extend beyond the consecutive months set forth above, Construction Manager's compensation for any such extended Preconstruction Phase services will be paid monthly on a time and materials basis an amount not to exceed the "Monthly Rate for Additional "Precon" column amount set forth in Exhibit "A". All additional Preconstruction Phase services shall be accompanied by documents reasonably requested by the District to support all time and materials costs.

4.2.1.2 Construction Phase Invoices. Construction Manager shall invoice the "Monthly Rate for Construction Services" amount set forth in Exhibit "A" entitled "CM Fee Proposal Matrix" of the Basic Services Fee in consecutive monthly increments during the Construction Phase not to exceed the total value identified in exhibit "A." The Construction Manager shall not provide Construction Phase services until the District provides written direction to proceed to the Construction Manager. Should completion of the Project extend beyond the date set forth in Exhibit "C" not arising from the fault or negligence of the Construction Manager, the District and Construction Manager shall agree in writing for any additional compensation to be paid to the Construction Manager. In no event shall the costs to be paid to the Construction Manager for extended completion of the Project pursuant to this Paragraph exceed the monthly rates set forth in Exhibit "A".

4.2.1.3 Project Retention. Retention shall not be withheld from any invoice submitted by the Construction Manager.

#### **4.3 PAYMENT OF INVOICES.**

District shall make payments to Construction Manager within thirty (30) days of receipt of the appropriate and approved invoice from Construction Manager.

**4.4 ADDITIONAL COMPENSATION.**

Except as otherwise provided by this Agreement, Construction Manager shall not be entitled to additional compensation unless there are unusual and unanticipated circumstances and only when approved in writing by District, in advance of such services being provided. If the Construction Manager shall claim compensation for any damage sustained by reason of the acts of the District or its agents, Construction Manager shall, within ten (10) days after sustaining of such damage, make to the District a written statement of the damage sustained. On or before the 15th day of the month succeeding that in which such damage shall have been sustained, the Construction Manager shall file with the District an itemized statement of the details and amount of such damage in accordance with this Article, and unless such statement is submitted, any claims by Construction Manager shall be forfeited and invalidated and Construction Manager shall not be entitled to consideration for payment on account of any such damage. In the event extra compensation is approved, extra compensation shall be computed at cost plus ten percent (10%) of billings to Construction Manager by Construction Manager’s consultants and for other costs incurred by the Construction Manager and at the following rates for Construction Manager’s employees:

Principal In Charge/Project Executive	[HOURLY RATE]
General Superintendent	[HOURLY RATE]
Project/ Construction Manager	[HOURLY RATE]
Assistant Project Manager	[HOURLY RATE]
Accountant	[HOURLY RATE]
Contract Administrator	[HOURLY RATE]
Cost Engineer (Estimator)	[HOURLY RATE]

The District, in its sole discretion, may request Construction Manager perform any additional services based on a monthly fee, rather than the hourly fees noted above. The monthly fee shall be approved by the District in writing before any additional services or other services that require the payment of additional compensation are performed by the Construction Manager. The monthly fee shall not be more than the amounts set forth in Exhibit “A”, provided that the same staffing levels and material resources that are required for the Additional Services will not exceed those staffing levels and material resources included in Basic Services.

The Construction Manager shall be entitled to additional compensation arising from delays on the Project only to the extent set forth in Article 1.3.37.

**ARTICLE 5**  
**GENERAL CONDITIONS**

**5.1 GENERAL CONDITIONS COSTS.**

5.1.1 All General Conditions Costs for the Project are set forth in Exhibit “B”. The Construction Manager shall confirm that all General Conditions set forth in Exhibit “B” are

[PROJECT NAME]

either provided by the District or included in the scope of work to be provided by Trade Contractors for the Project. Any additional General Conditions necessary for the Project are included in the Construction Manager's Basic Compensation set forth in Article 4. The Construction Manager understands that, except as otherwise set forth in this Agreement, District shall not be obligated to make any other payments to Construction Manager for construction management services, which includes payment for any General Conditions Costs.

5.1.2 If completion of the Project extends beyond the mutually agreeable completion date and such delay arises from the Construction Manager's fault or negligence, the Construction Manager shall not be entitled to any additional Construction Manager General Conditions Costs. If, however, such delay arises from the District's officers, agents, employees, consultants, inspectors or Contractors' actions or inaction or any unforeseen circumstances that are beyond the reasonable control of the Construction Manager, and should the Construction Management services then be requested by the District to continue in writing, the Construction Manager shall be paid to the extent allowable under Article 1.3.37.

## **ARTICLE 6**

### **TERMINATION, ABANDONMENT OR SUSPENSION OF WORK**

#### **6.1 TERMINATION OF CONSTRUCTION MANAGER'S SERVICES FOR CAUSE.**

The District may give seven (7) days written notice to Construction Manager of District's intent to terminate the Construction Manager's services under this Agreement for failure to satisfactorily perform or provide prompt, efficient or thorough service or Construction Manager's failure to complete its services or otherwise comply with the terms of this Agreement. If after the expiration of such seven (7) days, Construction Manager fails to cure the performance as set forth in the District's notice of intent to terminate the Construction Manager's services, District may issue a notice of termination. At that time, Construction Manager's services shall be terminated as set forth in District's notice. In the event of termination due to a breach of this Agreement by Construction Manager, the compensation due Construction Manager upon termination shall be reduced by the amount of damages sustained by District due to such breach. In the event a termination for cause is determined to have been made wrongfully or without cause, then the termination shall be treated as a termination for convenience in accordance with Article 6.3 below, and Construction Manager shall have no greater rights than it would have had if a termination for convenience had been effected in the first instance. No other loss, cost, damage, expense or liability may be claimed, requested or recovered by Construction Manager.

#### **6.2 ABANDONMENT OF PROJECT.**

The District has the absolute discretion to suspend or abandon all or any portion of the work on the Project and may do so upon fourteen (14) day written notice to the Construction Manager. Upon notice of suspension or abandonment, Construction Manager shall immediately discontinue any further action on the Project. 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. In the event the District abandons or suspends the work on the Project, there shall be due and payable within thirty (30) days following such abandonment or suspension compensation for all approved services performed and all approved expenses incurred pursuant to this Agreement supported by documentary evidence, including payroll records, and expense reports up until the date of the abandonment or postponement plus any sums due the Construction Manager for approved extra services.

### **6.3 TERMINATION WITHOUT CAUSE (FOR CONVENIENCE).**

District shall also have the right in its absolute discretion to terminate this Agreement in the event the District is not satisfied with the working relationship with Construction Manager or without cause following fourteen (14) days prior written notice from District to Construction Manager. In the event that District chooses to terminate this Agreement for convenience or without cause, Construction Manager shall be compensated for all approved services performed and all approved expenses incurred pursuant to this Agreement supported by documentary evidence, including payroll records, and expense reports up until the date of the termination for convenience plus any sums due the Construction Manager for approved extra services. In addition to the compensation described above, Construction Manager shall also be reimbursed for reasonable termination costs through the payment of (1) 5% of the Construction Management Fees incurred to date if less than 50% of the Construction Management Fees have been paid; or (2) 5% of the remaining Construction Management Fees if more than 50% of the Construction Management Fees have been paid. This payment is agreed to compensate Construction Manager for any damages resulting from early termination and is consideration for entry into this termination for convenience clause.

### **6.4 CONTINUANCE OF WORK.**

In the event of a dispute between the parties as to performance of the work or the interpretation of this Agreement, or payment or nonpayment for work performed or not performed, the parties shall attempt to resolve the dispute. Pending resolution of this dispute, Construction Manager agrees to continue the work diligently to completion. If the dispute is not resolved, Construction Manager agrees it shall neither rescind the Agreement nor stop the progress of the work, but Construction Manager's sole remedy shall be to submit such controversy to determination by a court having competent jurisdiction of the dispute, after the Project has been completed, and not before.

### **6.5 DELIVERY OF DOCUMENTS.**

Upon termination, abandonment or suspension, Construction Manager shall deliver to District all documents and matters related to the Project.

## **ARTICLE 7** **INDEMNIFICATION**

To the fullest extent permitted by law, Construction Manager agrees to indemnify, defend and hold District entirely harmless from all liability arising out of:

[PROJECT NAME]

(a) Any and all claims under workers' compensation acts and other employee benefit acts with respect to Construction Manager's employees or Construction Manager's subcontractors' employees arising out of Construction Manager's work under this Agreement; and

(b) Liability for damages for (1) death or bodily injury to person; (2) injury to, loss or theft of property; (3) any failure or alleged failure to comply with any provision of law or (4) any other loss, damage or expense arising under either (1), (2), or (3) above, sustained 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 sole or active negligence, or willful misconduct of the District, its officers, employees, agents or independent contractors who are directly employed by the District.

(c) Any loss, injury to or death or persons or damage to property caused by any act, neglect, default or omission of the Construction Manager, or any person, firm or corporation employed by the Construction Manager, either directly or by independent contract, including all damages due to loss or theft, sustained by any person, firm or corporation including the District, arising out of, or in any way connected with the Project, including injury or damage either on or off District property; but not for any loss, injury, death or damages caused by sole or active negligence, or willful misconduct of the District.

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 officers, agents or employees, on any such claim or liability, and shall pay or satisfy and judgment that may be rendered against the District, its officers, agents or employees in any action, suit or other proceedings as a result thereof.

(d) Nothing in this Agreement shall operate to confer rights or benefits on persons or entities not party to this Agreement, and this Agreement shall not create any rights in persons not party to this Agreement, whether third party beneficiary, or otherwise.

## **ARTICLE 8**

### **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 9**

### **APPLICABLE LAW**

This Agreement shall be governed by the laws of the State of California, however, in the event that the District receives any state funding for the Project from the SAB, this Agreement shall also be governed by any applicable laws and/or regulations relating to such state funding

**[PROJECT NAME]**

from the SAB (“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 10**  
**CONSTRUCTION MANAGER NOT AN 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 11**  
**INSURANCE**

11.1 The Construction Manager shall purchase and maintain policies of insurance with an insurer or insurers, qualified to do business in the State of California and acceptable to District which will protect Construction Manager and District from claims which may arise out of or result from Construction Manager’s actions or inactions relating to the Agreement, whether such actions or inactions be by themselves or by a subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. The aforementioned insurance shall include coverage for:

(a) The Construction Manager shall carry Workers’ Compensation and Employers Liability Insurance in accordance with the laws of the State of California in an amount not less than ONE MILLION DOLLARS (\$1,000,000).

(b) Comprehensive general and auto liability insurance with limits of not less than ONE MILLION DOLLARS (\$1,000,000) combined single limit, bodily injury and property damage liability per occurrence, including:

1. Owned, non-owned and hired vehicles;
2. Blanket contractual;
3. Broad form property damage
4. Products/completed operations; and
5. Personal injury.

(c) Professional liability insurance with limits of \$1,000,000, per occurrence and \$2,000,000 aggregate. In addition, a \$3,000,000 umbrella liability policy is to be maintained throughout the term of the contract as specified below. Such insurance shall be maintained during the term of this AGREEMENT and renewed for a period of at least three (3) years thereafter and/or at rates consistent with the time of execution of this Agreement adjusted for inflation.

11.2 Each policy of insurance required in (b) above shall name District and its officers, agents and employees as additional insureds; shall state that, with respect to the operations of Construction Manager hereunder, such policy is primary and any insurance carried by District is

**[PROJECT NAME]**

excess and non-contributory with such primary insurance; shall state that no less than thirty (30) days' written notice shall be given to District prior to cancellation; and, shall waive all rights of subrogation. Construction Manager shall notify District in the event of material change in, or failure to renew, each policy. Prior to commencing work, Construction Manager shall deliver to District certificates of insurance as evidence of compliance with the requirements herein. In the event Construction Manager fails to secure or maintain any policy of insurance required hereby, District may, at its sole discretion, secure such policy of insurance in the name of and for the account of Construction Manager, and in such event Construction Manager shall reimburse District upon demand for the costs thereof.

**ARTICLE 12**  
**EXTENT OF AGREEMENT**

12.1 This Agreement represents the entire and integrated agreement between the District and the Construction Manager and supersedes all prior negotiations, representations or agreements, either written oral. This Agreement may be amended only by written instrument signed by both the District and the Construction Manager

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

CONSTRUCTION MANAGER:

DISTRICT:

**[FIRM NAME]**

Irvine Unified School District

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

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

Name: **[NAME]**

Name: John Fogarty

Title: **[TITLE]**

Title: Assistant Superintendent

Board Approved Date: **[DATE]**

The following Exhibits are attachments and part of this Agreement:

- Exhibit A: CM Fee Proposal (2 pages)
- Exhibit B: General Conditions (1 page)
- Exhibit C: CM Services Project Schedule (1 page)
- Exhibit D: CM Services Billing Rates Schedule (1 page)
- Exhibit E: CM IUSD Insurance Requirements (2 pages)
- Exhibit F: Independent Consultant Agreement for Preconstruction Services “Fully Executed” (6 pages)

**[PROJECT NAME]**

# Exhibit E - Certificate of Insurance

<b>ACORD™ CERTIFICATE OF LIABILITY INSURANCE</b>		DATE (MM/DD/YYYY) INSERT DATE
PRODUCER  NAME & ADDRESS OF INSURANCE COMPANY	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
INSURED  NAME & ADDRESS OF COMPANY/ORGANIZATION	INSURERS AFFORDING COVERAGE INSURER A: Name of Insurance Company INSURER B: Name of Insurance Company INSURER C: Name of Insurance Company INSURER D: Name of Insurance Company INSURER E: Name of Insurance Company	NAIC #

**COVERAGES**  
 THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
		<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	<b>MANDATORY REQUIREMENTS</b>	Insert Date	Insert Date	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000
		<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	<b>REQUIRED IF APPLICABLE TO SERVICE</b>	Insert Date	Insert Date	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
		<b>GARAGE LIABILITY</b> <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$
		<b>EXCESS/UMBRELLA LIABILITY</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE  <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$	<b>REQUIRED UNLESS REDUCED/WAIVED</b>	Insert Date	Insert Date	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ \$ \$
		<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	<b>REQUIRED UNLESS REDUCED/WAIVED</b>	Insert Date	Insert Date	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
		<b>OTHER</b> Professional Liability and/or Sexual Abuse/Molestation	<b>MAY BE REQUIRED</b>	Insert Date	Insert Date	\$ 1,000,000 per occurrence \$ 2,000,000 aggregate

**DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS**  
 Irvine Unified School District, its Board of Trustees, officers, agents, employees, and volunteers are named as additionally insured on this policy pursuant to written contract, agreement, or memorandum of understanding. Such insurance as is afforded by this policy shall be primary, and any insurance carried by District shall be excess and noncontributory. Sexual Abuse/Molestation is not excluded from coverage under the general liability and excess/umbrella liability policies. (Provide brief description of services/dates).

<b>CERTIFICATE HOLDER</b>  Irvine Unified School District 5050 Barranca Parkway Irvine, California 92604 Attention: Risk Management	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL <u>30</u> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.  AUTHORIZED REPRESENTATIVE SIGNATURE REQUIRED
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## ENDORSEMENT

### ADDITIONAL COVERED PARTY

**COVERED PARTY**

(INSERT INSURED NAME)

**COVERAGE DOCUMENT**

(INSERT POLICY NUMBER)

**ADMINISTRATOR**

(INSERT NAME OF ADMINISTRATOR)

Subject to all terms, conditions, exclusions, and endorsements, such additional covered party as is afforded by the coverage document shall also apply to the following entity but only as respects to liability arising from the actions and activities of the covered party described below.

**Additional Covered Party:**

Irvine Unified School District  
5050 Barranca Parkway  
Irvine, California 92604

**Description of Activities:**

Irvine Unified School District, its Board of Trustees, officers, agents, employees, and volunteers are named as additionally insured on this policy pursuant to written contract, agreement, or memorandum of understanding. Such insurance as is afforded by this policy shall be primary and any insurance carried by District shall be excess and noncontributory.

Authorized Representative Signature  
MUST APPEAR ON THE ENDORSEMENT PAGE