

PRECONSTRUCTION SERVICES AGREEMENT

This Preconstruction Services Agreement (“Agreement”) is effective and entered into upon their signatures below by and between the Caruthers Unified School District (“District” or “Owner”) and _____ (“Contractor”) (collectively, the “Parties”) which has been awarded the Work as defined in the Contract Documents in the General Conditions Section 1.1.1. and in the Lease-Leaseback Agreement, Section 1 (the “Work”) before commencement of the Work by a Notice to Proceed.

AGREEMENT TERMS AND CONDITIONS

1. Preconstruction Services During the Design Phase. Contractor shall perform the following preconstruction services during the design phase of the Work. These preconstruction services shall be completed by _____, 2025. These services are estimated to require between __ and __ total hours.
2. Site Evaluation of the Work. Contractor shall perform an evaluation of the Site for the Work for the Owner and make recommendations relating to scope, constructability, and schedule of the Work. Contractor shall also review the scope of necessary demolition work, if any, to develop a hazardous materials removal plan. The purpose of this evaluation is to improve the Work’s design and minimize unforeseen conditions. The Contractor shall provide, unless waived in writing by the Owner, the results of its evaluation in written form to the Owner.
3. Constructability Review. Contractor shall provide the constructability review of plans and specifications (“Plans and Specifications”) to the extent provided by Blair, Church and Flynn (the “Project Engineer”) no later than the completion date above. No architect shall be engaged for the Work unless the Owner subsequently engages an architect in addition to the Project Engineer. Constructability Review shall include:
 - a. Contractor shall review the Plans and Specifications and related construction documents for errors and omissions, clarity, consistency, and coordination. Contractor’s review shall emphasize ensuring that the Work can be completed within the Owner’s available budget to the level of quality and educational goals desired for the Caruthers Education and Community Activity Center (“CECAC”) (the “Work” or the “Project”), and can be completed within the established schedule. Contractor shall specifically provide recommendations on construction feasibility, energy conservation, availability of materials and labor, time requirements for installation and construction, and factors related to cost, including costs of alternative designs of materials, preliminary budgets, and possible economies of scale. Contractor shall provide written reports, identifying by page and detail the issues to be discussed and resolved. As part of the constructability review, Contractor shall identify areas where value engineering principles could be applied (including potential cost savings and the schedule impact of such savings), and identify items requiring a long lead time before construction. Contractor shall assist the District in

considering operating or maintenance costs with respect to selecting systems and products for the Work.

- b. Design/Coordination Meetings. Contractor, in coordination with the Project Engineer or the Owner, shall be responsible for facilitating all design/coordination meetings as needed. Such meetings shall include participation of any specialty subcontractors.
- c. Schedule. Contractor shall develop a master critical path method ("CPM") Work schedule for the Work that shall include any milestone dates, as may be applicable, for the Work, completion of design development, submittal of all estimates contemplated by the Work, re-submission, if needed, of the Plans and Specifications to DSA, anticipated re-approval by DSA (if any), finalization of Work documents, construction sequencing and durations, preparation and processing of shop drawings and samples, delivery of materials or equipment requiring long-lead time procurements, phasing, and Owner move-in. Contractor's schedule shall be submitted to the Owner for approval within 30 days of award of the Agreement, unless extended and signed in writing by the Owner and the Contractor; the Owner shall have the right to request reasonable changes and updates in the schedule. Contractor shall provide schedule updates with each estimate, or more often if reasonably requested by the Owner or if required in Contractor's judgment to communicate changes in market conditions.
- d. Estimates. Contractor shall provide an estimate of total Work cost, as well as necessary updates to that estimate. Contractor's initial estimate shall be due to the District within two weeks of completion of its first constructability review. Updated cost estimates shall be given in accordance with the approved CPM Work schedule. Contractor shall also provide an updated estimate upon the submission of the Plans and Specifications to DSA (and at any other time required or reasonably necessary pursuant to this Agreement). Contractor's cost estimate shall identify all trades and unit costs and shall also identify all allowable general condition costs and fees. If any cost estimate submitted to the Owner exceeds a previously approved estimate, the Contractor shall make appropriate recommendations to the Owner for reducing the estimated cost of the Work. All estimates shall assume that construction of the Work is subject to the payment of prevailing wages under the California Labor Code and applicable regulations, and that the Work will be subject to compliance monitoring and enforcement by the California Department of Industrial Relations.
- e. Construction Planning. Contractor shall provide assistance to Owner and the Project Engineer in construction planning, including phasing, staging, site logistics, sequencing, fencing, office locations and means and methods of construction. The Contractor shall (1) provide a preliminary evaluation of the Owner's schedule, cost and design requirements for the Work; (2) develop an

anticipated construction schedule pursuant to Subsection (d) above; (3) develop a preliminary cost estimate for each type of work contemplated by the Work pursuant to Subsection (e); (4) clarify and delineate the Project Engineer's, the Contractor's, and the Owner's respective duties and responsibilities; and (5) set forth a plan for the administration and coordination with the Owner and the Project Engineer of the Work, including pre-construction meetings. The Project Engineer and Owner shall review the above for acceptance. Contractor will also ensure that all Work complies with the guidelines established by the State of California Office of Public School Construction and any other Federal or State agencies having jurisdiction over the Work. The objective will be to develop an overall program strategy as relates to timing, budgets, construction materials, means and methods.

4. Execution in Counterparts; Copies of Agreement. This Agreement may be signed on separate pages (counterparts). Copies of the Agreement shall have the same force and legal effect as original signatures.

5. Amendments. Any amendments to the Agreement shall be approved by the Parties and signed in writing.

6. Assignment. The Contractor shall not assign or delegate any of the Work except as set forth in the Contract Documents and in accordance with applicable law.

WHEREFORE, the Parties agree to the terms and conditions of the Agreement above effective as set forth above.

CONTRACTOR:

BY: _____

ITS: _____

BY: _____

ITS: _____

CALIFORNIA CONTRACTOR'S
LICENSE NO.

LICENSE EXPIRATION DATE

Dated: _____, 2025

OWNER:

Caruthers Unified School District

BY: _____

ITS: Orin Hirschhorn, Superintendent

Dated: _____, 2025