



HAWTHORNE SCHOOL DISTRICT

13021 S. Yukon Ave.
Hawthorne, CA 90250

February 13, 2025

RFQ/P No. RQ24-25-3

REQUEST FOR STATEMENT OF QUALIFICATIONS AND PROPOSALS

CONSTRUCTION PROJECT MANAGEMENT SERVICES

RFQ/P Submittal Date:

March 11, 2025

2:00 PM Sharp!

**HAWTHORNE SCHOOL DISTRICT
REQUEST FOR QUALIFICATIONS AND PROPOSALS
CONSTRUCTION PROJECT MANAGEMENT SERVICES**

RFQ/P No. RQ24-25-3

NOTICE IS HEREBY GIVEN that the Hawthorne School District of Los Angeles County, California, acting by and through its Governing Board, hereinafter referred to as the "Owner" or "District," is requesting the submission of statement of qualifications and proposals (collectively, "Response(s)") from qualified Companies, partnerships, corporations, associations, persons, or professional organizations for construction management services ("Construction Manager" or "Firm") in connection with the Synthetic Turf Field Development at Hawthorne Middle School ("Project"). In accordance with Government Code Section §4525, et seq.: the Construction Manager be properly licensed and have expertise and experience in construction supervision; bid evaluation; project scheduling; cost-benefit analysis; claims review and negotiation; and general management and administration of construction projects. Construction Managers responding to this Request for Statement of Qualifications and Proposals ("RFQ/P").

All Responses are due on **March 11, 2025, at 2:00 p.m. sharp!** The Responses shall be received in the Office of the **Hawthorne School District, Purchasing Department, at 13021 S. Yukon Ave., Hawthorne, California 90250**. Responses received after the scheduled date, date, and location stipulated herein, or after any extensions shall be returned unopened. Oral, telegraphic, facsimile, telephone, or email Responses will not be accepted. All Responses shall be made and presented only on the forms presented by the Owner. Allocate extra time due to parking restrictions in the area.

The District reserves the right to reject any or all Responses and to waive any irregularities, informalities, and or omissions in the information contained in any RFQ/P, and to make all final determinations, including non-responsiveness. The District may use other sources of information outside of the Responses to investigate Construction Managers or verify answers.

The Construction Manager's SOQ must be certified under penalty of perjury by the Construction Manager. If any information provided by a Construction Manager becomes inaccurate, the Construction Manager must immediately notify the District and provide updated, accurate information in writing, under penalty of perjury. The District reserves the right to suspend or rescind prequalification status at any time based on subsequently learned information.

The Construction Manager is advised that all inquiries and clarifications about the RFQ/P Documents, Drawings, Specifications, etc., shall be submitted to the district in writing on or before **February 27, 2025, by 4:00 PM Sharp!** The District will respond at its earliest possible opportunity. Verbal communication by either party with regard to this RFQ/P is invalid. Inquiries shall be sent in writing to Aneska I. Kekula, Purchasing Director at ikekula@hawthorne.k12.ca.us or mailed to Aneska I. Kekula, at Hawthorne School District, 13021 S. Yukon Ave., Hawthorne, CA 90250. Construction Managers are solely responsible for ensuring their written inquiry is received prior to this deadline and the district is not responsible for any delays or errors in delivery. Construction Managers are responsible for reviewing the District's websites at <https://www.hawthornesd.org/departments/purchasing/bids> and incorporating any and all clarifications provided therein into their proposals.

Publications:

District's website at <https://www.hawthornesd.org/departments/purchasing/bids>

Herald Publication: 1st Publication: Thursday, February 13, 2025

2nd Publication: Thursday, February 20, 2025

1. INTRODUCTION

The Hawthorne School District is seeking a statement of qualifications and proposals in response to this Request for Statement of Qualifications and Proposals from experienced Construction Managers to provide comprehensive and professional construction project management services for the Synthetic Turf Field Development at Hawthorne Middle School ("HMS")⁰. The Project is further defined in **Appendix A**.

The selected construction manager must be appropriately licensed and registered in the State of California for architectural, engineering, and construction management services as needed to complete the Project. In addition, the selected Construction Manager shall have experience in construction supervision, bid evaluation, project scheduling, cost benefits analysis, claims review and negotiations, and general management and administration of construction projects as it related to the scope of work for this project.

The selected Construction Manager must be properly registered with the Department of Industrial Relations ("DIR") as required by law. The selected Construction Manager will be required to comply with the Labor Code, prevailing wage requirements, skilled and trained workforce requirements, and the district's bonding and insurance requirements. The selected Construction Manager shall be required to work cooperatively with District staff, all other technical consultants, the criteria architect, the project inspector, and any program and/or construction manager, if any, retained by the District for the Project.

All documents provided pursuant to this RFQ/P that are not otherwise a public record under the California Public Records Act (Chapter 3.5 (commencing with Section 6250) of Division 7 of Title 1 of the Government Code) shall not be open to public inspection.

The SOQ will require that the information be certified under penalty of perjury by the Construction Manager and its general joints partners or joint venture members.

2. SIGNATURE

Hard copies of the proposals and all other documents must be signed in permanent ink in the name of the Construction Manager and must bear the signature in longhand of the person or persons duly authorized to sign the bid.

If the Construction Manager is a corporation, the legal name of the corporation shall first be set forth, together with two signatures: one from the President and one from the Secretary or Assistant Secretary. Alternatively, the signature of other authorized officers or agents may be affixed, if a certified copy of the resolution of the corporate board of directors authorizing them to do so is provided to the Owner. Such documents shall include the title of such signatories below the signature and shall bear the corporate seal.

If the Construction Manager is a partnership, the true name of the Company shall first be set forth, together with the names of all persons comprising the partnership or co-partnership. The proposal must be signed by all partners comprising the partnership unless proof in the form of a certified copy of a statement of partnership acknowledging the signer to be a general partner is presented to the Owner, in which case the general partner may sign.

Proposals submitted as joint ventures must so state and be signed by each joint venturer.

Proposals submitted by individuals must be signed by the bidder unless an up-to-date power-of-attorney is on file in the Owner's office, in which case, said person may sign for the individual.

The above rules also apply in the case of the use of a fictitious firm name. In addition, however, where a fictitious name is used, it must be so indicated in the signature.

3. PROJECT DESCRIPTION

See Appendix A for the description of the Project.

4. ESTIMATED PROJECT BUDGET

The estimated budget for the design, equipment, construction, etc. of this turnkey project is **three million five hundred thousand dollars (\$3,500,000.00)**. The district reserves the right to change the Project cost prior to the contract award through addenda and after the contract award in accordance with this project.

5. TENTATIVE SCHEDULE

The District anticipates that the schedule of events in connection with this RFQ/P will be as set forth below. However, the District reserves the right, in its sole discretion and at any time prior to entering into an agreement for this project, to alter its anticipated schedule as related to this RFQ/P.

<u>Event</u>	<u>Anticipated Date</u>
Legal Ads:	February 13, 2025 & February 20, 2025
RFQ/P Deadline for Request for Information (RFI):	February 27, 2025 @ 4:00 p.m.
RFQ/P Submittal Due Date:	March 11, 2025 @ 2:00 p.m. sharp!
Recommendation to Board of Trustees:	Wednesday, April 9, 2025 (Tentative)

6. DISTRICT STANDARDS

The District has a list of District Standards of materials and procedures that the awarded Construction Manager shall follow. It will be made available for review after the award of the contract.

7. SCOPE OF SERVICES

Reporting to the District's Director of Facilities, Maintenance and Operations, with the district's desire to promote accountability, efficiency, and cost-effectiveness, the District is seeking the services of a Construction Manager to provide system-wide coordination and oversight of the Project. In compliance with all but not limited to California government codes and regulations, DSA, DIR, and City requirements. The Construction Manager shall ensure proper definition and implementation of the work and maximize value to the district through effective Construction execution.

The construction management firm selected shall be qualified to provide full-service construction management services including, but not limited to, the following:

7.1 Programming/Design Phase:

- 7.1.1 Assist with the detailed definition of project scope, budget, and schedule as needed.
- 7.1.2 Advise the District on phasing, grouping of projects, construction, and other potential cost-saving approaches to construction.
- 7.1.3 Assist and advise the district in prioritizing projects and activities
- 7.1.4 Use a compatible financial tracking system to track budget and expenditures
- 7.1.5 Coordinate design consultant activities and delivery schedules as needed.
- 7.1.6 Advise on and coordinate the work of sub-consultants,
- 7.1.7 Participate in planning workshops, and attend meetings with assigned District staff, Board, and potentially other governmental entities throughout the program.
- 7.1.8 Review design documents for constructability, scheduling, phasing, clarity, consistency, and coordination.
- 7.1.9 Work closely with and support your engineers and architect(s) in all related designing and programming tasks.
- 7.1.10 Perform analysis of the design documents and prepare report(s) with recommendations to the district to maintain established budgets
- 7.1.11 Expedite District's design reviews including modifications.
- 7.1.12 Assist with master scheduling.
- 7.1.13 Prepare and/or review existing project cost estimates where required.

7.2 Preconstruction Phase:

- 7.2.1 Organize a transition plan for schools, providing the least disruptive schedule for stakeholders.
- 7.2.2 Provide recommendations regarding constructability and value engineering.
- 7.2.3 Utilize Building Information Management
- 7.2.4 Assisting Purchasing Department in soliciting and evaluating Pre-Qualification of Contractors
- 7.2.5 Assist Purchasing Department with competitive bid process, soliciting contractors, achieve maximum quality & cost benefits.

- 7.2.6 Assist all bid phase activities with the Purchasing Department including pre-bid conferences, and project job walks, assist the district in evaluating bid results prior to award, review and coordinate bid phase addenda, and coordinate submittals required by governing agencies
- 7.2.7 Develop master project schedules detailing the commencement and completion of each project, including phases.
- 7.2.8 Assist with appropriate and efficient construction scope for bid.
- 7.2.9 Verify and update cost estimates in the Facilities Master Plan for Construction and provide feedback on scope, advise the district on phasing, grouping of projects, and other cost-saving methods

7.3 Construction/Close-Out Phase:

- 7.3.1 Manage and administer related contracts as required to facilitate the work of the contractors.
- 7.3.2 Advise on an ongoing basis regarding communications with state and other agencies involved in the construction process, including DSA, CDE, and OPSC and assist, as requested, with CEQA compliance and applications for state funding.
- 7.3.3 Work directly with District staff, including the Facilities and Purchasing departments, to provide continuity in all aspects of the projects.
- 7.3.4 Conduct pre-construction conferences as needed as well as pre-construction and construction progress meetings, prepare and distribute the construction progress meeting minutes.
- 7.3.5 Review and process Request for Information (RFI), shop drawings, samples, and other submittals.
- 7.3.6 Coordinate project site meetings.
- 7.3.7 Review construction progress and prepare reports for the District.
- 7.3.8 Coordinate change order control process and review and analyze proposed change orders and make, in cooperation with the architect, recommendations to the district to determine cost and schedule effects of change orders and prepare change order reports
- 7.3.9 Coordinate and evaluate contractor's recovery schedules.
- 7.3.10 Assist and support your architect's construction administration processes.
- 7.3.11 Verify permits, approvals, bonds, and insurance.
- 7.3.12 Verify the schedule of values.
- 7.3.13 Provide continuous on-site construction management personnel as required by the District.
- 7.3.14 Respond to Request for Public Records under the Public Records Act related to the Bond BB Construction Program
- 7.3.15 Manage and respond to inquiries and requests by Trade Unions in relation to construction projects.
- 7.3.16 Regularly monitor the construction budgets and schedules and make recommendations to the District.
- 7.3.17 Review and recommend, in conjunction with the architect(s), any necessary or desirable changes to any contract documents and submit same to the District.
- 7.3.18 Collect, review, and when appropriate, advice regarding Prevailing Wage Statements from Contractors
- 7.3.19 Review and approve contractor's certificates for payment in conjunction with the architect and inspector and District Program Manager
- 7.3.20 Monitor contractor safety programs.
- 7.3.21 Regularly submit progress reports to the District Program Manager
- 7.3.22 Maintain the file set of contract drawings, specifications, addenda, contracts, change orders, shop drawings/submittals, correspondence and other records.
- 7.3.23 Coordinate the preparation of the punch list.
- 7.3.24 Coordinate and determine final completion and payment as well as release of retention and the authorization of final payments and retention.
- 7.3.25 Coordinate delivery of maintenance and operations manuals and training
- 7.3.26 Coordinate with the DSA inspector and ensure compliance with all DSA reporting and closeout requirements.
- 7.3.27 Coordinate DSA closeout, including punch lists and Notice of Completion
- 7.3.28 Obtain occupancy permits (where required), coordinate final testing, documentation and regulatory inspections.
- 7.3.29 Prepare final accounting reports and occupancy plan reports.

8. QUALIFICATIONS

- 8.1 **State of California Public School Experience:** The Construction Manager and its employees working for our District project shall have a minimum of five (5) years' experience working on public K-12 school programs/projects, including working with the Division of the State Architect, Department of Industrial Relations, as well as a minimum of 5 years LEED experience.
- 8.2 **Construction Manager Team:** The project team, including but limited to engineering, architects, consultants, and project manager, must have a minimum of five (5) successfully completed public school construction programs/projects within the last five (5) years.
- 8.3 **Schedule Compliance:** The Construction Manager must have a demonstrated record of completing programs/projects on schedule within the last five (5) years.
- 8.4 **Budget Compliance:** The Construction Manager must have a demonstrated record of completing programs/projects within budget.
- 8.5 **DSA Coordination:** The Construction Manager must have a demonstrated ability to work effectively and collaboratively with the local DSA office to facilitate approvals necessary to complete the program/project.
- 8.6 **Active Business License:** The Construction Manager must have an active business license in the State of California or State of California Corporate License.

9. RFQ/P EVALUATION CRITERIA PROCESS

The Construction Manager is required to complete and submit all necessary documents, certify the accuracy of its Proposal under penalty of perjury, and provide all requested supporting information. In the event that any information previously provided becomes inaccurate, the Construction Manager must promptly notify the District in writing and furnish updated, accurate information, also under penalty of perjury. The RFQ/P will be evaluated as listed below:

- 9.1 To be deemed responsive and qualify for the evaluation process, a response must be submitted timely and materially satisfy all mandatory requirements identified in this RFQ/P. Responses will undergo an initial screening for completeness. At the District's discretion, responses that are not materially complete or fail to meet the RFQ/P requirements may be deemed non-responsive. Additionally, responses from Construction Managers who are not actively engaged in delivering services of the type requested in this RFQ/P, or who cannot clearly demonstrate their ability to provide the requested services satisfactorily, may also be deemed non-responsive. Responses that are not materially complete, at the District's discretion, will not be evaluated further.
- 9.2 A review and selection committee, comprising key personnel from within the district and, at the District's discretion, external personnel, shall review and evaluate all submitted responses. The Responses will remain confidential to the extent permitted by applicable law. The committee will evaluate and score the responses based on the technical criteria outlined below, with the understanding that the criteria are not listed in order of priority or importance. The District retains the sole discretion to determine issues or compliance and to determine whether a company is qualified.
- 9.3 The award of the contract shall be based on the response that, in the District's opinion, best meets the requirements outlined in this RFQ/P, provides the best value to the District, and achieves the highest score.

TECHNICAL CRITERIA	MEASUREMENT	MAXIMUM POINTS
A. Project Design Experience.	Related project design expertise and experience based on but not limited to the criteria listed in this RFQ/P.	20

B. Construction Project Management Experience	Related construction project management expertise and experience based on but not limited to the criteria listed in this RFQ/P.	25
C. Capacity & Workload of Assigned Staff to the District.	The District will evaluate the prospective Construction Manager's ability to provide the services, and fulfill the requirements, and the expectations of the District.	25
D. Financial Stability	The District shall evaluate the Company's financial solvency to support a contract for the services requested in this RFQ/P.	20
E. Knowledge of Construction Methods	Knowledge and understanding of various procurement methods. Understanding and application of materials, codes, and practices to ensure quality, efficiency, safety, problem-solving, and effective communication in construction projects.	15
F. Performance History	Able to establish performance history, including an absence of criminal or civil violations or significant disputes. And enforceable commitment to use a skilled and trained workforce for this project.	15
G. Cost Estimating and Budget Control Experience	Ability to accurately forecast project costs, allocate resources efficiently, and manage expenditures to stay within budget. Implement cost-control strategies to prevent overruns and ensure financial accountability.	15
H. Fees	Fees align with the scope of services and market rates. The total cost to the district for construction project management services.	15

At the sole discretion of the District. The District reserves the right to waive irregularities and omissions in the information contained in any SOQ and or proposal, and to make all final determinations. The District further reserves the right to suspend or rescind qualification status at any time based on subsequently learned information.

10. FINAL DETERMINATION AND AWARD

The District reserves the right to contract with any entity responding to this RFQ/P, to reject any response as non-responsive, and not to contract with any construction manager for the services described herein. The District makes no representation that participation in the RFQ/P process will lead to an award of contract or any consideration whatsoever. The District shall in no event be responsible for the cost of preparing any Response in response to this RFQ/P.

11. AGREEMENT FORM

If a Construction Manager has any comments or objections to the Agreement in Appendix D, it shall provide those comments or objects in its Response. The Agreement specifies the Services generally, but the District reserves the right to adjust the Agreement and the Services as necessary prior to execution. **PLEASE NOTE: The District will not consider any substantive changes to the form of the Agreement if they are not submitted at or before the time the Firm's Response is due.**

12. RESTRICTIONS ON LOBBYING AND CONTRACTS

From the period beginning on the date of the issuance of this RFQ/P and ending on the date of the award of the contract, no person, or entity submitting in response to this RFQ/P, nor any officer, employee, representative, agent, or consultant representing such a person or entity shall contact through any means or engage in any discussion regarding this RFQ/P, the evaluation or selection process/or the award of the contract with any member of the District, Board of Trustee, selection members, or any member of any committee. Any such contact shall be grounds for the disqualification of the Construction Manager submitting a Proposal.

13. RESPONSE PROTEST PROCEDURE

A Construction Manager may file a protest if the award is not in compliance with law, Board policy, or RFQ/P's specifications. A protest must be filed in writing with the Owner's Purchasing Department within three (3) working days after receipt of notification of the intent to award the contract and shall include all documents supporting or justifying the protest. An email address shall be provided and, by filing the protest, the protesting Construction Manager consents to receipt of email notices for purposes of the

Protest and Protest related questions and Protest Appeal, if applicable. The protest shall specify the reasons and facts upon which the protest is based. A Construction Manager's failure to file the protest documents in a timely manner shall constitute a waiver of his/her right to protest the award of the contract and shall also constitute a failure to exhaust an available administrative remedy and bar any further action.

a. Resolution of Response Controversy: Once the response protest is received, the apparent awarded Construction Manager will be notified of the protest and the evidence presented. If appropriate, the apparent awarded Construction Manager will be given an opportunity to rebut the evidence and present evidence that the apparent low Construction Manager should be allowed to provide the services. If deemed appropriate by the Owner, an informal hearing will be held. The owner will issue a written decision within fifteen (15) days of receipt of the protest unless factors beyond the Owner's reasonable control prevent such resolution. The Decision on the RFQ/P Protest will be copied to all parties involved in the protest.

b. Finality. The decision made by the District concerning the Response controversy will be final and not subject to any further Appeals.

c. Failure to comply with this Response Protest Procedure shall constitute a waiver of the right to protest and shall constitute a failure to exhaust the protesting Vendor's administrative remedies.

14. EQUAL OPPORTUNITY

The Construction Manager shall certify that it is an Equal Opportunity Employer and has made a good effort and agrees to meet federal and state guidelines. Legal residents of the United States of America shall be used in providing all services under this RFQ/P. The Construction Manager shall not discriminate nor permit discrimination against any person because of race, color, religion, age, national origin, ancestry, creed, handicap, sexual orientation, or union membership in the performance of the work, including but not limited to preparation, manufacturing, fabrication, installation, erection and delivery of all supplies and equipment. In the event of receipt of such evidence of such discrimination by the Construction Manager or its agents, employees or representatives, District shall have the right to rescind and terminate the contract. The successful Construction Manager agrees to include the paragraph above with appropriate adjustments in all subcontracts which are entered into for work to be performed pursuant to the contract.

15. PUBLIC RECORDS

Responses will become the property of the District and subject to the California Public Records Act, Government Code sections 6250 et seq. Those elements in each response that are trade secrets as that term is defined in Civil Code section 3426.1(d) or otherwise exempt by law from disclosure and which are prominently marked as "TRADE SECRET," "CONFIDENTIAL," or "PROPRIETARY" may not be subject to disclosure. The District shall not be liable or responsible for the disclosure of any such records including, without limitation, those so marked if disclosure is deemed to be required by law or by an order of the Court. A Construction Manager who indiscriminately identifies all or most of its response as exempt from disclosure without justification may be deemed non-responsive. In the event, the District is required to defend an action on a Public Records Act request for any of the contents of a response marked "Confidential," "Proprietary," or "Trade Secret," the Construction Manager agrees, by submission of its Response for the District's consideration, to defend and indemnify the District from all costs and expenses, including attorneys' fees, in any action or liability arising under the Public Records Act.

16. RELATIONSHIP OF THE PARTIES

The Construction Manager's relationship with the District will be that of an independent contractor and not that of an employee or supervisor of the district. The Construction Manager will not be eligible for any employee benefits, nor will the District make deductions from payments made to the Construction Manager for taxes, all of which will be the Construction Manager's responsibility. The Construction Manager agrees to indemnify and hold the district harmless from any liability for, or assessment of, any such taxes imposed on the District by relevant taxing authorities. It is further understood that the Construction Manager shall bear the sole responsibility and liability for furnishing Workers' Compensation benefits to any person for injuries arising from or connected with services performed on behalf of the Construction Manager pursuant to this contract.

17. RFQ/P PACKAGE REQUIREMENTS

Three (3) hard copies of the response one marked "Original," two copies, and one (1) digital copy on a CD or pen drive, the response shall be submitted in a three-ring loose-leaf binder if the Construction Manager is submitted in any other type of binding (i.e., spiral). All RFQ/P packages, hard or electronic copy, will bear on the outside of the sealed envelope, the name of the Construction Manager's address telephone number, the Owner's name, RFQ/P number, and title. The District may reject proposals that do not include the properly required attachments.

Responses should be divided by tab sections (1 through 11) in accordance with the items listed below. Responses should be limited to forty (40) pages; the page limit does not include the table of contents, cover letter, certifications, attachments, job descriptions, etc.). The Response shall be divided into tab sections according to the items in the index; this will assist the evaluation team in identifying items and information submitted with the response. To be eligible for evaluation, a response must adhere strictly

to the format set forth below; failure to do so may result in disqualification, as non-responsive to response documents. The content and sequence of the response will be as follows:

Tab 1: Cover Letter.

A maximum of two (2) pages, dated Introductory Letter must be submitted including the legal name of the Construction Manager, address, telephone and fax numbers, e-mail and the name, title, and signature of the person(s) authorized to submit the response on behalf of the Construction Manager, stating the qualifications, and experience in providing the services as outlined in the RFQ/P.

Tab 2 – Executive Summary.

The executive summary should contain an outline of the Construction Manager's approach, along with a brief summary of the Construction Manager's qualifications.

Tab 3 - Statement of Services.

Provide a comprehensive narrative of the services offered by the Construction Manager. Prepare a detailed Statement of Services for which the Construction Manager is submitting its Response and briefly demonstrates the Construction Manager's understanding of the services and work required for the Project.

Tab 4 - Proposed Personnel/Construction Manager Team.

Include resumes of key personnel who would be performing services for the District. Indicate personnel who will serve as primary contact(s) for the District. Indicate Construction Manager's and personnel's ability to provide the services. If the Construction Manager utilizes resources from more than one office, indicate office locations and how work would be coordinated. Provide information on sub-consultant team members and information on recent successful associations with designated sub-consultants. Indicate ongoing commitment to the professional education of staff, the total number of permanent employees, and any other data that may assist the district in understanding the Firm's qualifications and expertise.

- 16.4.1 Include a project organizational chart and resumes. And it should include relevant experience in this project and the roles and responsibilities of each individual. Resumes are limited to ½ per person.
- 16.4.2 Provide an outline of the Quality Assurance Plan your company would use to ensure that the quality control measures placed into effect under contract are diligently employed and successful. This plan, in addition to the typical quality assurance that focuses on contractor quality (pre-qualification, when applicable), should provide measures to be implemented by the Construction Manager to ensure that (2-page maximum).
 - 16.4.2.1 The original scope of work as defined by the District was included in the construction documents.
 - 16.4.2.2 Maintain communication with end users, site and District staff, the community, as well as government agencies
 - 16.4.2.3 Project budgets were adhered to by the design team.
 - 16.4.2.4 The Construction Manager's constructability reviews were thorough and comprehensive, and the required corrections were made by the design team
 - 16.4.2.5 Contractor's work meets the standard of quality required by the bid documents.
 - 16.4.2.6 The amount of change orders incurred by the District is limited to less than ___%___ (define a percent and why).
 - 16.4.2.7 Project close-out, including but not limited to, as-built (record) drawings, punch list completion, and obtaining final DSA certification.
 - 16.4.2.8 Document Control throughout the design and construction process (Meeting Minutes, RFI's, PCOs, Submittals, COs, DSA documents, etc.)

Tab 5 - Construction Management Services.

Provide a comprehensive description of the services offered by the Construction Manager for the Synthetic Turf Field Development project at HMS. The description should include the following:

- 16.5.1 Describe how your firm will maintain clear and continuous communication between the Site, the District, and others. Provide an example of a situation where a great communication plan can prevent or deter a future dilemma. 1 page maximum.
- 16.5.2 Describe measures your company utilizes to mitigate or eliminate Program/Project Budget overruns. Describe the application of such measures on one prior Program/Project assignment as a program, construction manager. Show examples of:
 - 16.5.2.1 Cost Estimating

- 16.5.2.2 Budgeting and Contingency Tracking
 - 16.5.2.3 Contract Payment Status
 - 16.5.2.4 Cash flow forecasting and analysis.
 - 16.5.2.5 Other financial reports made in the capacity of Construction Manager
1 page maximum.
- 16.5.3 Describe your Construction Manager's approach to quality control/assurance procedures, including coordination of design disciplines ½ page maximum.
 - 16.5.4 Describe measures your firm utilizes to control or eliminate schedule slippage. Describe the application of such measures on one prior program assignment as a program, project, and construction manager. Identify established methods and approaches utilized by your company to successfully meet completion deadlines, provide examples demonstrating effective use of stated methods and approaches, and your experience successfully handling potential delays.
 - 16.5.5 Describe one successful LEED, CHPS, and CAL Green Construction project experience within the past five (5) years and how it can be implemented in the district. Include information on key members of your project team who are LEED-accredited. ½ page maximum.
 - 16.5.6 List all the Construction Delivery Methods your firm has implemented within the past 5 years and describe how your company has been successful using these methods. Include experience in delivery methods such as lease-lease back, design-bid-build, design-build, etc. 1 page maximum.
 - 16.5.7 Define BIM and describe one successful past application of the BIM process and how it can be implemented at the District. ½ page maximum. ½ page maximum.
 - 16.5.8 Describe your experience with DSA and working within the DSA processes. Specifically, describe your experience and strict compliance with the DSA inspector card process and final closeout with certification.

Tab 6: Conflicts of Interest.

Provide a statement of any recent, current, or anticipated contractual obligations that relate in any way to similar work, the Project, or the District that may have a potential to conflict with the Construction Manager's ability to provide the Services described herein to the District. Construction Managers cannot submit, propose, bid, contract, sub-contract, consult, or have any other economic interests in the Project to which the Construction Managers may provide services. The Construction Manager selected to provide the services and any subsidiary, parent, holding company, or affiliate of the selected construction manager, may not perform any construction work or submit a bid for the Project. Any and all practices that might result in unlawful or unethical activity including, but not limited to, the provision or acceptance of rebates, kickbacks, and other unlawful or improper considerations are explicitly prohibited. District employees are prohibited from participating in or influencing the selection process when such employees have a relationship with a person or business entity submitting a response under this RFP/Q that is deemed to create a conflict of interests.

Tab 7: Licenses:

Provide copies of any and all licenses, California business, professional, or specialty license numbers, and federal tax ID number.

Tab 8: Financial Capacity:

Provide a statement confirming the company's financial stability to fulfill the terms of this solicitation request and its ability to maintain financial capacity. This must include a signed, audited financial statement for the past two (2) full fiscal years. A letter verifying the availability of a line of credit may also be attached as supplemental information, but it will not substitute for the required audited financial statement. Please do not include your company's financial statements with your proposal.

Tab 9: Litigation:

Provide a comprehensive summary of the Construction Manager's litigation, arbitration, and negotiated/settled history with previous clients over the past five (5) years. Include the following details:

- The issues involved in the litigation or arbitration.
- The status of the litigation or arbitration.
- The names of the parties involved.
- The outcome of the case.

Responses that fail to provide the requested information on lawsuits or litigation, or responses that claim attorney-client privilege without providing the required details, will be deemed non-responsive, disqualified from the selection process, and not evaluated.

Additionally, answer the following questions:

Litigation or Arbitration Related to Similar Services:

Have you or any of your principals been involved in litigation or arbitration of any kind relating to similar services involving a school within the past five (5) years? If yes, provide the name of the entity or agency and a brief description of the dispute.

Service Contract Termination:

Have you had a service contract terminated for convenience or default within the past five (5) years? If yes, provide details, including the name of the other party and the circumstances of the termination.

Tab 10:

Insert Appendix B - Supplemental Information and Appendix C - List of References in this tab.

Tab 11: Proposal

Provide the following information with a signed declaration.

Fee Schedule

Please provide a detailed fee schedule outlining the charges for construction management services for this project.

Billing Practices

Provide comprehensive information regarding your billing structure, including whether fees are based on a lump sum, percentage of project cost, or another method. Additionally, specify reimbursable cost categories and the hourly billing rates for each position involved in providing additional services.

Additional Costs

Identify any additional fees, expenses, or reimbursable costs for which your firm would seek compensation beyond the standard service fees.

Proposal: Cost for Construction Project Management Services

Please provide a comprehensive proposal detailing the total cost of construction management services for this project. The proposal should include a breakdown of all relevant fees, anticipated expenses, and the cost associated with construction project management services.

Insert Signed Declaration

I, [Name], as an authorized representative of [Company Name], hereby confirm that the information provided in this document is accurate and reflects our current fee structure and billing practices.

Signature:

APPENDIX A

PROJECT DESCRIPTION

This project consists of the design-build construction delivery method for Construction Management Services, to be located at Hawthorne Middle School, 4366 West 139th Street, Hawthorne, CA 90250. The proposed project includes improvements to the existing natural grass playing field and asphalt path. The proposed improvements will include the removal of three existing backstops. The existing asphalt track will be modified so that it will be contiguous and will not interfere with other court improvements in the "blacktop" area. The new track will have improved asphalt paving as the base material and will include all-weather track surfacing and striping. The natural grass field will be replaced with synthetic turf. The existing solar panel structures will remain and the area under the smaller, southernmost structure will either have asphalt paving and seating under it or it may have synthetic turf. The Area south of this solar panel structure will either be a fitness and training area on asphalt or synthetic turf. Sports lighting and security lighting will be included in this overall track and field area. The project scope of work will also include accessibility upgrades to the closest ADA parking stalls, necessary improvements along the path of travel from the parking stalls to the campus, improvements at the closest boy's and girl's restroom, and path of travel improvements to the safe dispersal area near the new track and field. The proposed project includes but is not limited to:

1. Site Preparation & Demolition: Construction staking, erosion control, and SWPPP measures, clear and grub approx. 60,000 square feet, remove three backstops, grind and removal of existing asphalt approx. 2,923 square feet, construction fencing approx. 480 linear feet, cut and remove a portion of existing handrail approx. 12 linear feet, concrete curb and gutter at school entrance (2 each), removal of existing concrete approx. 465 square feet, removal of concrete swale near ADA parking stalls approx. 130 square feet, removal of asphalt near ADA parking stalls, crosswalk, and POT near restrooms approx. 1,960 square feet.
2. Grading, Drainage, Utilities: Rough/Fine Grading approx. 62,042 square feet, 1 area of drainage systems.
3. Paving and Miscellaneous Improvements: Asphalt slurry seal approx. 6,600 square feet, asphalt striping, asphalt paving with base for a section of a new track approx. 5,353 square feet, asphalt paving with base for fitness area and outdoor classroom approx. 3,894 square feet, asphalt paving near ADA stalls and crosswalk approx. 1,960 square feet, new asphalt paving over existing base (ADA access from buildings to the field) approx. 2,953 square feet, synthetic turf with rubber infill, base, and drainage approx. 53,736 square feet, 6" x 12" deep edgeband approx. 940 linear feet, synthetic turf connection at nailer board approx. 1,340 linear feet, ADA ramp handrail repair (1), curb cut/gutter improvements at POT (1), new concrete paving (4") approx. 203 square feet, modification of path of travel gates (3), restroom improvements (1), ADA parking stall striping and signage (1), repair/grinding of existing asphalt track to prepare for track surfacing (1), all-weather track surface on existing asphalt approx. 26,198 square feet.
4. Electrical: Sports lighting poles/fixtures (4), security lighting (1), electrical infrastructure (1).
5. Irrigation: Irrigation mainline approx. 900 linear feet, quick couplers (6).

The Construction Manager's responsibilities include, but are not limited to:

- Value engineering.
- Procurement of long lead materials and products.
- Master scheduling the Project per preliminary master schedule, milestones established by the district; and
- Budgeting for the Project.

The Project Engineer's Estimate is \$3,500,000.

APPENDIX B

**SUPPLEMENTAL INFORMATION
RFQ/P NO. RQ24-25-3**

Company Name ("Construction Manager):
Address:
Telephone:
Mobile telephone:
E-mail:
Years in business under the current company name:
Years at the above address:
Types of work performed with own forces:
Name of license holder exactly as on file with the California State License Board:
License classification(s):
License Number(s):
License expiration date(s):
Architect of Record - The architect of record is the architect whose stamp will appear on the project Construction/Contract Documents:
Name of license holder exactly as on file with the California Architects Board ("CAB"):
License No.:
Issue Date:
Expiration Date:
Has any CAB license held by the architect of record been suspended or revoked within the last 5 years? Yes No If yes, explain on a separate signed sheet.
Has the architect of the record changed names or license numbers in the past 5 years? Yes No If yes, explain on a separate signed sheet.
Engineer(s) - Engineering services will be dictated by the nature of the project. The Construction Manager should respond to all in-house engineers or consulting engineers who will provide services on this project. If relevant, use additional sign sheets to respond to multiple engineering disciplines.
Name of license holder exactly as on file with the Board of Professional Engineers, Land Surveyors, and Geologists ("BPELSG"):
License No.:
Issue Date:
Expiration Date:
Has any BPELSG license held by the architect of record been suspended or revoked within the last 5 years? Yes No If yes, explain on a separate signed sheet.
Has the engineer changed names or license numbers in the past 5 years? Yes No If yes, explain on a separate signed sheet.

Mechanical, Electrical, Plumbing, Subcontractor(s), or other Trade Partners - If utilized in the design of the project, respond for all Member electrical, or plumbing ("MEP") contractors. If relevant, use additional sign sheets to respond to multiple MEP contractors.

Name of license holder exactly as on file with the California Architects Board ("CAB"):

License No.:

Issue Date:

Expiration Date:

Has any CAB license held by the architect of record been suspended or revoked within the last 5 years? Yes No
If yes, explain on a separate signed sheet

Has the architect of the record changed names or license numbers in the past 5 years? Yes No
If yes, explain on a separate signed sheet.

SECTION NO. I: CONSTRUCTION MANAGER INFORMATION

General Information

Number of years the license holder has held the listed license(s):

Number of years the Construction Manager has done business in California under a Business license:

Has your Company changed name(s) or license number(s) in the past five (5) years? (Y / N). If "yes", explain on a separate signed sheet, including the reason for the change.

Has there been any change in ownership of the Construction Manager at any time in the past five (5) years? **NOTE:** A corporation whose shares are publicly traded is not required to answer this question. (Y / N). If "yes", explain on a separate signed sheet, including the reason for the change.

Is the Construction Manager a subsidiary, parent, holding company, or affiliate of another construction firm? **NOTE:** Include information about other firms if one firm owns ten percent (10%) or more of another, or if an owner, partner, or officer of your Company holds a similar position in another firm. (Y / N). If "yes", explain on a separate signed sheet, the name of the related company(ies) and the percent ownership.

Indicate the form of the Contractor's firm (type of business entity):

Individual
 Sole Proprietorship
 Partnership
 Limited Partnership
 Corporation, State: _____
 Limited Liability Company
 Joint Venture
 Other: _____

List the following for each corporation officer, general partner, limited partner, owner, etc. (as applicable) for the Contractor's type of entity. For joint ventures, include this information for each entity in the joint venture and the percentage ownership of each joint venture. Attach all additional information on separate signed sheets as needed.

Name	Position	Years with Co.	% Ownership

For Firms that are Corporations:

1. Date incorporated: _____
2. Under the laws of what state: _____

For Firms that are Limited Liability Companies (LLC):

1. Date Article of Organization filed: _____
2. Under the laws of what state: _____

For Firms that are Partnerships:

1. Date incorporated: _____
2. Under the laws of what state: _____

For Firms that are Sole Proprietorships:

1. Date of commencement of business: _____

Identify every construction firm, contractor, and/or construction management firm that the Contractor or any person listed above has been associated with (as an officer, general partner, limited partner, owner, RMO, RME, etc.) at any time during the **past five (5) years** ("Associated Firm"). Include all additional references and/or information on separate signed sheets. NOTE: For this question, "owner" and "partner" refer to ownership of ten percent (10%) or more of the business, or ten percent (10%) or more of its stock if the business is a corporation. include all additional information on separate sign sheets as needed.

Name of Person at Associated Firm	Name of Associated Firm	Contractor's License No. of Associated Firm	Dates of Person's Participation with Associated Firm

SECTION NO. II: CONSTRUCTION MANAGERS'S INSURANCE INFORMATION

Name of insurance company(ies) your Company has utilized over the past five (5) years (not broker or agency):

Address of those insurance company(ies):

"Best" rating(s) for those insurance company(ies):

--

Number of years Construction Manager has been with those insurance company(ies):

--

Name of broker/agent:		
Address of broker/agent:		
Telephone number of broker/agents:		
E-mail of broker/agent:		
Does your firm have a liability errors and omissions insurance policy with a policy limit of at least \$1,000,000 per occurrence and \$2,000,00 aggregate?		
Construction Manager's current insurance limits for the following types of coverage:		
Commercial General Liability	Combined Single Limit (per occurrence)	\$
	Combined Single Limit (aggregate)	\$
Professional Liability	(aggregate)	\$
	(per occurrence)	\$
Automobile Liability – Any Auto	Combined Single Limit (aggregate)	\$
Automobile Liability – Any Auto	Combined Single Limit (per occurrence)	\$
Employers' Liability		\$
List your Firm's and each Member's Workers' Compensation Experience Modification Rate for the past three (3) premium years. If the EMR was 1.00 higher in any of the past three (3) years, attach a letter of explanation		
(1) Current year:	(2)	(3)
List the total recordable injury(ies) or illness rate and the lost work rate for your Firm and each Member for the past three (3) years:		
Year	Incident Rate	Lost Work Rate

CERTIFICATION

I the below indicated, certify and declare that I have read all the foregoing answers to this Supplemental Information questionnaire and that all answers are correct and complete of my own knowledge and belief. I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Proper Name of Company

Name of Bidders Representative

Street Address

City, State, and Zip

Phone Number

E-Mail

By: _____ Date: _____
Signature of Bidders Representative

NOTE: If Construction Manager is a corporation, the legal name of the corporation shall be set forth above together with the signature of authorized officers or agents and the document shall bear the corporate seal; if Construction Managers is a partnership, the true name of the Construction Managers shall be set forth above, together with the signature of the partner or partners authorized to sign contracts on behalf of the partnership; and if Construction Managers is an individual, his signature shall be placed above.

All signatures must be made in permanent blue ink.

Appendix C

List of References

Provide the contact information for a representative from five (5) school districts or public entities to which your company has provided construction project management services within the past five (5) years. Include current and accurate contact details.

In performing the above-described responsibility determination, the District reserves the right to utilize all possible sources of information in making its determination, including but not limited to inquiries to regulatory state Boards and agencies; Dun and Bradstreet credit reports, inquiries to companies and public entities for which the Construction Manager has previously provided product, reference checks and examination of all public records.

The District will contact the references provided and make a maximum of two (2) attempts to reach each contact. Each reference will be asked ten (10) questions addressing, but not limited to, the following topics:

- Quality of Services
- Contract Amount
- Scheduling
- Working Relationships
- Staffing
- Performance
- Paperwork Processing
- Project Completion
- DSA Submissions & Paperwork
- Project Close-out

Each question will be evaluated on a scale of 1 to 10, based on a defined rating scale. Construction Managers who score below the "meets" category will be considered non-responsive to the requirements of this RFP. If the District is unable to reach a reference after two (2) attempts, the total point value for that reference will be recorded as zero (0).

- Rating Scale:
- Exceeds: 90 to 100 pts
 - Strong: 75 to 89 pts
 - Meets: 51 to 74 pts
 - Weak: 45 to 50 pts
 - Fail: 1 to 44 pts

FAILURE TO FURNISH THE REFERENCES (IN THE COMPLETE FORMAT REQUIRED) MAY CAUSE YOUR PROPOSAL TO BE REJECTED AS NON-RESPONSIVE.

Reference 1		
Organization's Name:		
Street Address:		
City:	State:	Zip Code:
Contact Person:	Contact Title:	Contact Phone Number:
Email Address:		

Brief Description of Services Provided:		
Dates of Service:		
Contract Amount:		
Reference 2		
Organization's Name:		
Street Address:		
City:	State:	Zip Code:
Contact Person:	Contact Title:	Contact Phone Number:
Email Address:		
Brief Description of Services Provided:		
Dates of Service:		
Contract Amount:		
Reference 3		
Organization's Name:		
Street Address:		
City:	State:	Zip Code:
Contact Person:	Contact Title:	Contact Phone Number:
Email Address:		
Brief Description of Services Provided:		
Dates of Service:		
Contract Amount:		
Reference 4		
Organization's Name:		
Street Address:		
City:	State:	Zip Code:
Contact Person:	Contact Title:	Contact Phone Number:

Email Address:		
Brief Description of Services Provided:		
Date of Service:		
Contract Amount:		

Reference 5		
Organization's Name:		
Street Address:		
City:	State:	Zip Code:
Contact Person:	Contact Title:	Contact Phone Number:
Email Address:		
Brief Description of Services Provided:		
Date of Service:		
Contract Amount:		

Appendix D

AGREEMENT FOR CONSTRUCTION/ PROJECT MANAGEMENT SERVICES

This Construction/ Project Management Services Agreement (“Agreement”) is made and entered into this [REDACTED] day of [REDACTED], 20[REDACTED], by and between the [REDACTED] SCHOOL DISTRICT (hereinafter referred to as “District”) and [REDACTED] (hereinafter referred to as “Construction Manager”) for construction management services relating to the [REDACTED] (hereinafter referred to as “Project”).

ARTICLE 1

CONSTRUCTION MANAGER’S SERVICES AND RESPONSIBILITIES

Construction Manager represents to the 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; bid evaluation; project scheduling; cost benefit analysis; 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 the 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 a manner consistent with the interests of the District. The Construction Manager’s Services for the Project shall be as follows and as enumerated within Exhibits “A”, “B” and “C” to this Agreement. All services provided by the Construction Manager under this Agreement shall be provided by or under the direction and control of a licensed general contractor. Basic Services to be provided by the Construction Manager are those enumerated in the Basic Services (Exhibit “A” hereto) and those enumerated in the General Conditions (Exhibit “B” hereto).

1.1 BASIC SERVICES

1.1.1 Construction Manager’s “Basic Services” consist of those services performed by Construction Manager and Construction Manager’s employees and consultants to provide the specific services enumerated in Exhibit “A” and in the General Conditions (Exhibit “B”).

1.2 CONSTRUCTION PHASE

1.2.1 Provide ongoing senior management observation of the progress of the work to assist the District’s Project Manager.

1.2.2 Provide senior management at the request of the District to provide assistance to resolve any issues that are critical to Schedule or Budget considerations.

1.2.3 Provide ongoing senior management involvement in progress meetings.

1.3 GENERAL CONDITIONS

1.3.1 “General Conditions” of the Project are defined as those generic support conditions which must be in place to support all construction aspects of the Project. Such costs are enumerated within Exhibit “B”.

1.4 ADDITIONAL SERVICES

1.4.1 Additional Services are defined, for the purpose of this Agreement, as any services performed in the interest of the Project, at the written request of the District, which are outside the scope of this Agreement.

1.4.2 Pursuant to Education Code section 17596, the total term of this Agreement, including all extensions, shall not exceed five (5) years. If, through no fault of the Construction Manager, the duration of the Project which is the subject of this Agreement beyond the time frame depicted in Exhibit “C”, Construction Manager shall be entitled to additional

compensation and costs based on the rates set forth in Exhibit "B" and as set forth below. Construction Manager shall obtain written approval from the District prior to incurring any additional costs related to the Project.

1.4.3 District shall compensate Construction Manager for any extended durations set forth in Article 1.4.2 above based on the Schedule of Personnel and costs set forth in Exhibit "B" and any approved reimbursable expenses. Alternatively, the District and Construction Manager may agree in writing to a fixed fee or other payment terms. All costs to be paid for any extended durations must be accompanied by time sheets detailing information including, but not limited to, the name of the employee, date, a description of the task performed in sufficient detail to allow the District to determine the services provided, and the time spent for each task. The District and Construction Manager may otherwise mutually agree, in writing, on alternative types of information and levels of detail that may be provided by the Construction Manager.

1.4.3 If, during the planned duration of the Project as identified within Exhibit "C", the District requests that additional personnel or other resources be provided beyond those set forth in Exhibit "B" for reasons other than extension of the period of services identified within Article 1.4.2, such additional resources shall be provided by written amendment between the District and Construction Manager which amendment shall provide for equitable adjustment of Construction Manager's compensation.

1.5 PERSONNEL

1.5.1 If at any time any of the personnel employed by the Construction Manager on the Project are reasonably deemed unsatisfactory by the District and the District requests that they be replaced, Construction Manager shall, within a reasonable time, replace such personnel without additional cost to the District.

1.5.2 Construction Manager agrees to provide the personnel set forth in the schedule attached to Exhibit "B". Changes made to Construction Manager's staff shall be made only with the prior written consent of the District.

1.5.3 Any proposed staff changes shall only be considered after resumes are submitted for District review and the District is given the opportunity to interview the suggested personnel. District retains the right to reject newly proposed personnel based on qualifications or other relevant criteria.

ARTICLE 2 DISTRICT'S RESPONSIBILITIES

2.1 PROJECT INFORMATION

2.1.1 The District shall provide full and complete information regarding the requirements of the Project, which shall set forth the District's objectives, constraints and criteria.

2.2 BUDGET

2.2.1 The District shall provide a budget for the Project with the assistance of the Construction Manager and Architect.

2.3 DISTRICT'S REPRESENTATIVE

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

2.3.2 In addition, the District shall promptly and properly file Notice(s) of Completion upon written recommendation by Architect and Construction Manager for the Project or designated portion(s) thereof.

2.4 TESTS, INSPECTION AND REPORTS

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

2.5 DISTRICT'S EXPENSE

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

2.6 NONCONFORMING WORK

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

2.7 DISTRICT'S RIGHT TO PERFORM WORK

2.7.1 The District reserves the right to perform work related to the Project with the District's own forces, and to award contracts in connection with the Project which are not part of the Construction Manager's responsibilities under this Agreement.

2.7.2 The Construction Manager shall notify the District if any such independent action will in any way compromise the Construction Manager's ability to meet the Construction Manager's responsibilities under this Agreement.

**ARTICLE 3
CONSTRUCTION MANAGER'S COMPENSATION**

3.1 FEE

3.1.1 The District agrees to pay the Construction Manager for performance of all Construction Management services contemplated under the terms of the Agreement, a fee for services as calculated and set forth in Exhibit "A".

3.2 GENERAL CONDITIONS AND FIELD PERSONNEL

3.2.1 The District shall pay, in addition to Construction Manager's fee, an additional amount as reimbursement for General Conditions and Field Personnel costs as set forth in Exhibit "B".

3.3 REDUCTION IN BASIC SERVICES

3.3.1 The District may reduce, for its convenience, the Basic Services to be provided by the Construction Manager at any time during the contract period. Should a reduction in General Conditions and fee based personnel be requested by the District also include a requested reduction in the Construction Manager's on-site personnel, the Construction Manager shall be allowed a maximum of 60 days to reassign personnel.

3.3.2 The Construction Manager's fee shall be reduced for any reduction in the on-site term of any personnel pursuant to Exhibit "B".

3.4 COMPENSATION FOR ADDITIONAL SERVICES

3.4.1 Construction Manager shall notify the District in writing of the need for additional services required due to circumstances beyond the Construction Manager's control ("Additional Services"). Construction Manager shall obtain written authorization from the District before rendering Additional Services. Compensation for all valid Additional Services shall be negotiated and approved in writing by the District before such Additional Services are performed by the Construction Manager. No compensation shall be paid to the Construction for any Additional Services that are not previously approved by the District in writing.

3.4.2 Compensation for any Additional Services authorized by the District in writing during the planned duration of services shall be made on the basis of:

- (a) Personnel Services: Cost rates contained in the Schedule of Personnel. This sum represents both direct reimbursement of Field Personnel costs and fees for Construction Manager.
- (b) Materials and/or outside services at cost.
- (c) Miscellaneous approved Reimbursable Expenses at cost.

3.5 REIMBURSABLE EXPENSES

3.5.1 "Reimbursable Expenses" include any authorized expense incurred by the Construction Manager and Construction Manager's employees and consultants in the interest of the Project which are outside the scope of Construction Manager's Basic Services, as identified within Exhibit "A" or its General Conditions and Field Personnel as identified with Exhibit "B", which expenses include, but not by way of limitation:

- 3.5.1.1 Expenses in connection with authorized out-of town travel;
- 3.5.1.3 Fees paid for securing approval of authorities having jurisdiction over the Project when District requests Construction Manager to pay for such costs on behalf of the District.
- 3.5.1.5 Expense of reproductions, postage and expressage related to submittals and shop drawings and handling of drawings, specifications and other documents.

3.5.2 Payment for Reimbursable Expenses shall be on the basis of cost plus ten percent.

3.5.3 Payment for Reimbursable Expenses shall be made monthly, on the basis of Construction Manager's submittal of an appropriate invoice with accompanying cost documentation. Reimbursable expenses shall be invoiced separately from Basic or Additional Services.

**ARTICLE 4
PAYMENT SCHEDULE**

4.1 THE FEE FOR BASIC SERVICES AND GENERAL CONDITIONS

The fee for Basic Services set forth in Article 3 shall be paid monthly, in arrears, as follows:

4.1.1 Payment for Basic Services, unless otherwise agreed to in writing, shall be made monthly in an amount equal to the total of all documented costs incurred by the Construction Manager in accordance with Exhibits "A" and "B".

4.1.2 Payment for General Conditions costs, unless otherwise agreed to in writing, shall be made monthly in an amount equal to the total of all documented costs incurred by the Construction Manager for items identified as General Conditions and Field Personnel within Exhibit "B", subject to any limitation of General Conditions costs identified therein.

4.1.3 Payment for authorized Additional Services shall be made monthly, on such basis as shall be specified within the agreement authorizing such services.

4.1.4 All payments called for within Articles 4.1.1 through 4.1.3, above, shall be made to Construction Manager within 45 days of Construction Manager's submittal of a properly prepared and approved invoice or application for payment.

4.1.5 In the event that the District disputes any charge or cost contained within Construction Manager's invoice or application for payment, the amount then due Construction Manager shall be reduced by no more than 150% of the sum in dispute and the balance timely paid.

4.1.6 If the District reduces any invoice or application for payment submitted by Construction Manager, the District shall, within not more than 15 days of the District's receipt of the invoice or application for payment, inform Construction Manager, in writing, of the amount and reason for such reduction. Within not more than 10 days of receipt of such notice, Construction Manager shall prepare and submit, to the District, any requested explanation or justification of the amounts in dispute. The District shall, within not more than 10 days of the District's receipt of Construction Manager's explanation or justification, either pay the disputed amount or provide Construction Manager with a written explanation of the District's continuing objection. Construction Manager and the District agree to seek, in good faith, a timely and equitable resolution of any disputed amounts.

4.1.7 So long as District is not in default in making payment of undisputed funds to Construction Manager, notwithstanding any claim, dispute or other disagreement between the Construction Manager and the District arising out of the Project or this Agreement, pending resolution of the same in accordance with the Agreement, the Construction Manager shall continue to diligently provide and perform hereunder pending a subsequent resolution of such claims, dispute, or other disagreement.

4.2 PROJECT SCHEDULE

4.2.1 Time Schedule. The services to be provided under this Agreement shall be completed in accordance with the schedule attached hereto as Exhibit "C".

4.2.2 At the time the Construction Manager's work commences, a date for completion of the Project shall also be established.

4.2.3 The date of completion of the Project or a designated portion thereof is the date when construction is complete to the level that all contractual work is complete in the opinion of the Architect, Construction Manager and Project Inspector. Construction Manager shall endeavor to secure warranties called for by this Agreement or by the plan and specifications from Contractor which shall commence on the Date of Completion of the Project or designated portion thereof.

4.2.4 If the Construction Manager is delayed at any time in the progress of the Project by any act or neglect of the District or the Architect or by any employee of either, or by any separate contractor employed by the District, or by changes ordered in the project, or by labor disputes, fire, unusual delay in transportation, adverse weather conditions

not reasonably anticipated, unavoidable casualties or any causes beyond the Construction Manager's control, or by any delay authorized or caused by the District, the above time schedules shall be extended by change order for a reasonable length of time as set forth in Article 1.4.2.

ARTICLE 5 TERMINATION, ABANDONMENT OR SUSPENSION OF WORK

5.1 TERMINATION OF CONSTRUCTION MANAGER 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 and liquidated 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 5.3 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.

5.2 ABANDONMENT/ SUSPENSION OF PROJECT

5.2.1 The District has the absolute discretion to suspend or abandon all or any portion of the work on a Project and may do so upon fourteen (14) days 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 a 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.

5.2.2 If the Project is resumed after being suspended for more than three (3) months, the Construction Manager's compensation shall be resumed in a similar manner (prorated portion of lump sum agreement, based upon time remaining). Any services provided by the Construction Manager at the request of the District during the period of suspension shall be subject to equitable compensation, which compensation shall not be applied against any fixed limits of fee or costs provided for within this Agreement.

5.2.3 If the Project is suspended in whole or in part for more than three (3) months and, if no arrangement is made between the District and the Construction Manager to retain specific staff during the period of suspension, reassignment of any or all of the personnel assigned to the Project to other projects may occur. In the event that the suspended Project is then resumed, the Construction Manager shall re-staff the Project to the same level as at the time of suspension (provided that the scope of remaining work shall not have been reduced) and shall make a good faith effort to use as many of the original personnel as is practical. Where individuals assigned to the Project at the time of suspension are not reasonably available at the time of resumption, the Construction Manager shall assign other personnel of similar skill and experience as approved by the District.

5.2.4 If construction of the Project has started and is stopped for a material period of time by reason or circumstances not the fault of the Construction Manager, the District shall pay the Construction Manager's General Conditions and Field Personnel costs for the first 30 days of stoppage up to, but not to exceed, the level of such costs for the 30 day period immediately preceding the stoppage.

5.2.5 The Construction Manager shall reduce the size of the Project-site staff after thirty (30) days' delay or sooner if feasible, for the remainder of the delay period. The District shall reimburse the Construction Manager only for the actual costs of such reduced staff and extended General Conditions during such delay up to a maximum of 90 days delay. If such delay shall exceed 90 days in duration, any Project-site staff and General Conditions remaining on the Project at the District's request shall constitute Additional Services and shall be compensable on that basis through the end of any stoppage period. Upon termination of the stoppage, the Construction Manager shall return or provide the necessary Project site-staff as soon as practicable and no further compensation shall be paid for the delay.

5.3 TERMINATION FOR CONVENIENCE (WITHOUT CAUSE)

District shall also have the right in its absolute discretion, without cause, to terminate this Agreement in the event the District is not satisfied with the working relationship with Construction Manager following fourteen (14) days prior written notice from District to Construction Manager. In the event that District chooses to terminate this Agreement for convenience, 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, the Construction Manager will receive a payment equal the payment of: (1) 3% of the Basic Services Fees incurred to date if less than 50% of the Basic Services Fees have been paid; or (2) 3% of the remaining Basic Services Fees if more than 50% of the Basic Services 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.

5.4 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.

5.5 DELIVERY OF DOCUMENTS

Upon any termination, abandonment or suspension, Construction Manager shall deliver to District all documents, files, reports, etc. (regardless of medium or format) related to the Project within ten (10) days of such termination, abandonment or suspension. Failure to comply with this requirement shall be deemed a material breach of this Agreement.

**ARTICLE 6
INDEMNIFICATION**

6.1 DUTY TO DEFEND, INDEMNIFY AND HOLD HARMLESS

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

6.1.1 Workers Compensation and Employers Liability. Any and all claims under Workers' Compensation acts and other employee benefit acts with respect to Construction Manager's employees or Construction Manager's sub-consultant's employees arising out of Construction Manager's work under this Agreement. The Construction Manager, at its 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 any judgment that may be rendered against the District, its officers, agents or employees in any action, suit or other proceedings as a result thereof, and;

6.1.2 General Liability. 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 District, or any person, firm or corporation employed by the

Construction Manager or the District upon or in connection with this Agreement or the Project, except for liability resulting from the sole or active negligence, or willful misconduct of the District, its officers, employees, agents or independent consultants who are directly employed by the District. The Construction Manager, at its 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 any judgment that may be rendered against the District, its officers, agents or employees in any action, suit or other proceedings as a result thereof; and

6.1.3 Professional Liability. Any loss, injury to or death of 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 Construction Management Services, 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.

6.1.4 The indemnity requirements described in this Article 6 is intended to apply during the period of Construction Manager's performance under this Agreement and shall survive the expiration or termination of this Agreement.

**ARTICLE 7
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 8
APPLICABLE LAW**

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

**ARTICLE 9
CONSTRUCTION MANAGER NOT OFFICER OR EMPLOYEE OF DISTRICT**

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

**ARTICLE 10
INSURANCE**

10.1 INSURANCE PROVIDED BY CONSTRUCTION MANAGER

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

10.1.1 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:

10.1.2 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).

10.1.3 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:

- (a) Owned, non-owned and hired vehicles;
- (b) Blanket contractual;
- (c) Broad form property damage
- (d) Products/completed operations; and
- (e) Personal injury.

10.1.4 Professional liability insurance, including contractual liability, with limits of \$1,000,000, per occurrence. 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.

10.1.5 Each policy of insurance required in Article 10.1.3 above shall name the District and its officers, agents and employees as an additional insured; shall state that, with respect to the operations of Construction Manager hereunder,

such policy is primary and any insurance carried by District is 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 an for the account of Construction Manager, and in such event Construction Manager shall reimburse District upon demand for the costs thereof.

10.2 INSURANCE PROVIDED BY DISTRICT

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

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

10.3 INSURANCE POLICY INCLUSIONS

10.3.1 The foregoing policies to be carried by the Construction Manager shall contain a provision that coverages afforded under the policies will not be canceled or not renewed until at least thirty (30) days' prior written notice has been given to the District.

10.3.2 Certificates of Insurance and Additional Insured Endorsements showing such coverages to be in force throughout construction of the work shall be filed with the District prior to commencement of the work.

10.4 WAIVERS OF SUBROGATION

10.4.1 The District and Construction Manager waive all rights against each other and against the Contractors, Architect, consultants, agents and employees of any of them, for damages, but only to the extent covered by property insurance during construction, except such rights as they may have to the proceeds of such insurance.

10.4.2 The District and Construction Manager each shall require similar waivers from their Contractors, Architect, consultants, agents, and persons or entities awarded separate contracts administered under the District's own forces.

ARTICLE 11 ENTIRE AGREEMENT

This Agreement and the attached Exhibits "A" and "B" represent the entire Agreement and understanding of the parties concerning the subject matter hereof; this Agreement replaces and supersedes prior negotiations or Agreements between the parties concerning the subject matter hereof. This Agreement may be amended or modified only by a written instrument duly executed by the parties. In accordance with California Education Code section 17604, this Agreement is not a valid or enforceable obligation against the District until approved or ratified by motion of the Governing Board of the District duly passed and adopted.

ARTICLE 12 OWNERSHIP OF DOCUMENTS

All documents, files, reports, estimates, etc. (regardless of format or medium) prepared or compiled by the Construction Manager related to the Project shall be, and remain the property of the District.

ARTICLE 13 LIQUIDATED DAMAGES

13.1 ASSESSMENT OF LIQUIDATED DAMAGES

13.1.1 If the work is not completed within the time specified in Exhibit "B" to this Agreement plus applicable extensions of time, it is understood that the District will suffer damages. The Construction Manager and District hereby agree that the exact amount of damages for failure to complete the work within the time specified is extremely difficult or impossible to determine. Construction Manager shall be assessed the sum of Three Hundred dollars (\$300.00) per day as liquidated damages for each and every day the work required under this Agreement remains unfinished past the time for completion, as set forth in the Agreement, and any extensions of time granted by the DISTRICT under the terms of the contract documents.

13.2 FAULT OF CONSTRUCTION MANAGER

13.2.1 Construction Manager shall not be charged for liquidated damages, as set forth above, because of any delays in completion of work which are not the fault or negligence of Construction Manager, including but not restricted to: acts of God, acts of public enemy, acts of Government, fires, floods, epidemics and quarantine restrictions.

13.2.2 Construction Manager shall absorb its own cost of providing Basic Construction Services during any schedule extension, if said extension is caused by Construction Manager, and only to the extent that the schedule extension is caused by Construction Manager. The Construction Manager under no circumstances will be liable for any damages for delay other than as set forth herein unless determined otherwise by a court of law.

13.3 COMPLETION DATES

Notwithstanding anything to the contrary herein, completion dates will be mutually agreed upon in writing during the Project Schedule as documents become available and such agreement will become a part of this Agreement.

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

CONSTRUCTION MANAGER:

By: _____

DISTRICT:

Hawthorne School District

By: _____

Mara Pagniano,
Associate Superintendent, Business Services

EXHIBIT "A"

CONSTRUCTION MANAGER'S SERVICES

To Be Provided Under

CONSTRUCTION MANAGEMENT AGREEMENT

Between

_____ SCHOOL DISTRICT

and

Dated: _____, 20__

The Construction Manager shall provide all of the services set forth herein and necessary to complete the Project. The scope of services in this Exhibit "A" and the scope of services set forth in the Construction Manager's Agreement shall be described as the "Basic Services."

1. CONSTRUCTION MANAGER'S SERVICES

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

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

1.3 Construction Manager shall consult with the District and Architect regarding the Construction Documents and make recommendations whenever design details adversely affect constructability, cost or schedules. Construction Manager shall review the contract document submissions and provide written comments on the coordination of the various disciplines, including civil, structural, architectural, mechanical, electrical, plumbing and landscape.

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

1.5 If applicable, Construction Manager shall assist the District in developing and implementing a plan for temporary housing of students and staff.

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

1.7 Construction Manager shall advise on the division of the Project into individual Contracts for various components of work. If multiple contracts are to be awarded, Construction Manager shall review the Construction Documents and make recommendations as required to provide that (1) the work of the Contractors is coordinated, (2) all requirements for the Project have been assigned to the appropriate Contract(s), (3) there are no gaps, overlaps or missing

scope in the work assigned to various Contract(s), and (4) proper coordination has been provided for phased construction.

1.8 Provide senior management support for all tasks.

2. PRE-CONSTRUCTION PHASE

2.1 Provide review and comments on the program scope and budget.

2.2 Construction Manager shall develop in conjunction with the District and the Architect, procedures to facilitate and expedite communications among the Contractor, the Architect, the District, Construction Manager, and the test/inspection services relating to the submittal, review, and response to documents provided to Construction Manager, including: correspondence, memoranda, Requests for Information/Requests for Clarification, Field Bulletins/Field Clarifications, Construction Change Documents, District or Architect Field Directives, Submittals, Change Order Requests/Proposal Requests/Change Estimate Requests, Change Orders and similar items.

2.3 Review the District's program of requirements, schedule goals and existing budget data. Produce initial representative estimates of the value of the proposed improvements for several schools under current market conditions, based upon available program and design documentation. Where Construction Manager's initial estimate indicates that projected costs may be at variance with the District's budgetary goals, Construction Manager shall present such issues to the District and Architect in writing, along with any readily apparent alternatives which may be identified. Construction Manager shall cooperate with the District and Architect in identifying and implementing additional potential cost adjustment measures which might be employed in order to reach budgetary goals.

2.4 Construction Manager shall prepare a Project Schedule providing for the components of the work, including phasing of construction, times of commencement and completion required of each Contractor, and the occupancy requirements of the District. Construction Manager shall provide the current Project Schedule to be included in the bidding documents.

2.5 Construction Manager shall assist the District in the preparation of construction contracts. Construction Manager shall schedule and conduct meetings to discuss such matters as procedures, progress and scheduling. Construction Manager shall prepare and promptly distribute minutes to the District, Architect and Contractors. Construction Manager shall provide observation and administration of the Contracts for Construction in cooperation with the Architect as set forth below and in the General Conditions. All contracts between the District and Contractors shall be in a form acceptable to Construction Manager and shall also include broad form indemnity and insurance clauses in favor of and protecting the District and Construction Manager in a form acceptable to Construction Manager. Such insurance clauses shall include, without limitation, provisions naming the District and Construction Manager as additional insureds, showing insurer's prior written notice of non-renewal or modification to the foregoing, and evidence of all such obligations being evidenced on insurer's insurance certificates provided to the District and Construction Manager throughout the term of the Project until final completion.

2.6 Construction Manager shall assist the District in obtaining building permits and special permits for permanent improvements, except for permits required to be obtained directly by the various Contractors. Construction Manager shall verify that the District has paid applicable fees and assessments. Construction Manager shall assist the District and Architect in connection with the District's responsibility for filing documents required for the approvals of governmental authorities having jurisdiction over the Project.

2.7 Construction Manager shall develop and implement procedures for the review and processing of applications by Contractors for progress and final payments.

2.8 Construction Manager shall provide a Construction Cost Estimate, in cost model format, based upon Architect's delivery of complete Construction Documents depicting a work scope which represents at least 60% of the likely total of all apportionments and the local share for the Project to confirm compliance with DSA requirements for review and approval and with the District's budget goals. Should significant variance be detected between projected cost and such criteria, Construction Manager shall inform the District and the Architect in writing and shall coordinate necessary working sessions between the District, Architect and Construction Manager to identify measures to be taken to bring the Project

and documents within budget and scope parameters. At the conclusion of such sessions, Construction Manager, in conjunction with the District, shall request commitments from the Architect(s) for design or documentation adjustments to the documents, in an effort to meet the District's specified criteria.

2.9 Construction Manager shall provide a Construction Cost Estimate, in cost model format, based upon Architect's delivery of 50% and 90% complete Construction Documents and updated prior to bid depicting the full scope of intended improvements, to confirm compliance with cost management measures agreed to throughout design phase and to ensure compliance with the District's budget goals. Should significant variance be detected between projected cost and such goals, Construction Manager shall so inform the District and the Architect in writing and shall coordinate necessary working sessions between the District, Architect and Construction Manager to identify measures to be taken to bring the Project back within budgetary limits. At the conclusion of such sessions, Construction Manager, in conjunction with the District, shall request commitments from the Architect for design adjustments to the documents in an effort to maintain the Project budget.

2.10 In collaboration with the District and the Project Architect, Construction Manager shall prepare a draft Construction Management Plan for the Project. This plan shall reflect the construction delivery method, the time frame for construction, and the attendant design efforts required. In preparation for this Construction Management Plan, Construction Manager shall evaluate the local construction market and the District's schedule and budgetary goals for the Project, and make recommendations to the District regarding the recommended strategy for purchasing, construction, the approach to bid packaging the work and a proposed Master Project Schedule. Upon approval by the District of the Construction Management Plan, Construction Manager shall prepare the Construction Management Plan in final form.

3. CONSTRUCTION COST

3.1 RESPONSIBILITY FOR CONSTRUCTION COST

3.1.1 Evaluations of the District's Project budget and Construction Cost Estimates prepared by Construction Manager represent Construction Manager's best judgment as a person or entity familiar with the construction industry. It is recognized, however, that neither Construction Manager nor the District has control over the cost of labor, materials or equipment, over Contractors' methods of determining bid prices, or over competitive bidding, market or negotiating conditions. Accordingly, Construction Manager cannot and does not warrant or represent that bids or negotiated prices will not vary from the Project budget proposed, established or approved by the District, or from any evaluation prepared by Construction Manager. The Construction Manager shall coordinate with the District to agree on what costs are included to define "Construction Cost" for the Project.

3.1.2 If the Bidding or Negotiation Phase has not commenced within 90 days after approval of the Construction Documents from DSA, any Project budget shall be adjusted to reflect changes in the general level of prices in the construction industry between the date of submission of the Construction Documents to the District and the date on which bids/ proposals are sought.

3.2 Provide recommendations regarding constructability and value engineering:

3.2.1 Following delivery of Architect's 50% and 90% complete Construction Documents for the full scope of intended improvements for the Project, and prior to bid(s), Construction Manager shall conduct a constructability review and value engineering of the plans and specifications and provide input to the District and the Architect relative to sequencing of construction (phases), means and methods, and duration of construction for various building methods and constructability.

3.2.2 The intent of review is to eliminate gaps, overlaps and omissions, and provide information to the Architect that will eliminate or greatly reduce issues that might otherwise result in additional cost or delay during the course of construction.

4. CONSTRUCTABILITY REVIEW/VALUE ENGINEERING REVIEW

4.1 Construction Manager shall perform a constructability review/value engineering review of plans at 90% complete Construction Documents using Redicheck or an equivalent acceptable checklist review technique acceptable to the District. This review shall include:

4.1.1 Senior Construction Manager analysis and overlay coordination of each major system of the building(s) including electrical, mechanical, civil, structural, kitchen, theater, acoustic, technology and landscape architecture.

4.1.2 Preparation of checklists as defined by the Redicheck methodology or equivalent technique acceptable to the District.

4.1.3 Construction Manager shall perform a systems analysis/value engineering review of each major building system utilizing a senior Construction Manager.

4.2 The constructability review/ value engineering review shall be performed independently by a senior Construction Manager from Construction Manager's office. The senior Construction Manager must be familiar with the project type represented by this Agreement.

4.3 At the completion of Construction Manager's constructability review/value engineering review and systems review/value engineering review, Construction Manager shall prepare a report documenting the findings resulting from the senior Construction Manager's review. Construction Manager shall also include as an addendum to this report, the senior Construction Manager's red-marked corrections to the construction documents and project specifications and Redicheck documents. This document shall also be available for the District's review at Construction Manager's place of business.

4.4 Construction Manager shall confirm all agreed-upon constructability review/ value engineering changes and comments are incorporated into the Construction Documents before they are issued to bidders.

4.5 If applicable, Construction Manager shall produce phase schedules for each of the component projects within the Program and a Master Schedule for the Program as a whole. These schedules shall contain key milestones to be accomplished by the Project Team including the Architects and Consultants.

4.6 Assist the District in the selection of professional services for inspection, testing, hazardous materials removal, etc.

5. FUNDING PHASE

The Construction Manager shall assist the District with the preparation and submittal of any documents necessary for obtaining and utilizing funding from the Office of Public School Construction. The Construction Manager shall assist the District in identifying, obtaining and utilizing funding from grants and any other alternative funding sources available to the District for the Project. Construction Manager shall provide the District with recommendations on available funding that can be obtained by the District for the Project.

6. PRE-QUALIFICATION OF CONTRACTORS/ SUBCONTRACTORS

6.1 Construction Manager shall assist the District and Architect in prequalification (if required by the District), the bid opening, evaluation of the bids for completeness, full responsiveness and price, including alternate prices and unit prices.

6.2 Construction Manager shall assist the District and its legal counsel in preparing prequalification documents as required under Public Contract Code section 20111.5 and/or 20111.6. If prequalification for the Project is required under Public Contract Code section 20111.6, and the Project requires work to be performed by mechanical, electrical or plumbing ("MEP") subcontractors (contractors that **hold** C-4, C-7, C-10, C-16, C-20, C-34, C-36, C-38, C-42, C-43 or C-46 licenses), the Construction Manager shall confirm that all such MEP subcontractors are prequalified. This prequalification requirement applies even if the subcontractor will perform, or is designated to perform, work that does not require one of the licenses listed above, but the subcontractor **holds** one of the licenses listed above. Construction Manager

shall ensure that a list of prequalified prime contractors and MEP subcontractors will be made available by the District to all bidders at least five business days prior to the bid opening date.

6.3 Construction Manager shall establish bidder prequalification procedures in compliance with the applicable statute, evaluate all prequalification documents submitted, make recommendations to the District on which contractors and/or subcontractors are deemed prequalified and issue notices to contractors and/or subcontractors regarding their prequalification status.

7. BIDDING PHASE

7.1 Construction Manager shall assist the District and its legal counsel in preparing the bid documents and general conditions for the Project, including, but not limited to, the bid advertisement, notice inviting bids, notice of intent to award and notice of award.

7.2 Construction Manager shall assist the District in evaluating the bid results and prior to the award of Contracts.

7.3 Construction Manager shall develop bidders' interest in the Project and establish bidding procedures and schedules. Construction Manager, with the assistance of the Architect, shall issue bidding documents to bidders and conduct pre-bid conferences with prospective bidders. Construction Manager shall assist the Architect with regard to responses to requests for information or clarification from bidders and with the issuance of addenda.

7.4 Construction Manager shall assist the District and its legal counsel in evaluating bid protests and making recommendations on whether any bid protests have merit.

7.4 Construction Manager shall prepare bid analyses and make recommendations to the District for the District's award of Contracts or rejection of bids.

8. CONSTRUCTION PHASE

8.1 Construction Manager shall Manage and administer related services as required to coordinate the work of the contractor.

8.2 Construction Manager shall assist in the administration of the construction Contract(s) as provided in the General Conditions of the Contract(s) for construction.

8.3 Construction Manager shall review the procedures for submittals, shop drawings, substitution requests, product samples, change orders, payment requests and other procedures and review logs, files, and other necessary documentation in order to provide an orderly and effective system for such administration.

8.4 Construction Observation. Construction Manager shall, using experienced personnel, observe the progress of the work. Construction Manager shall notify the District in writing of observations made by Construction Manager of work installed by the Contractor which does not appear to be in conformity with Contract Documents, and, after concurrence by the Architect, shall make recommendations to the District for measures to enforce compliance with the requirements of the Contract Documents.

8.5 Based on the schedule prepared by the Contractor, Construction Manager shall assist in preparing a Project Schedule for the Project, providing for the components of the work, including phasing of construction, times of commencement and completion, phasing, and the occupancy requirements of the District.

8.6 Construction Manager shall endeavor to obtain satisfactory performance from the Contractor(s). Construction Manager shall recommend courses of action to the District when requirements of the Contract Documents are not being fulfilled. Construction Manager shall monitor the approved estimate of Construction Cost.

8.7 Coordination of Technical Inspection and Testing. Construction Manager shall coordinate with the District's Project Inspector all testing required by the Architect or other third parties. All inspection reports will be provided to Construction Manager on a regular basis.

- 8.8 Attend the pre-construction and construction progress meetings.
- 8.8.1 Pre-Construction Conferences. Upon award of contracts, Construction Manager shall assist, in conjunction with the District and the Architect, in pre-construction orientation conferences for the benefit of the successful Contractor(s) and will serve to orient the Contractor(s) to the various reporting procedures and site rules prior to the commencement of actual construction.
- 8.8.2 Job Site Meetings. Construction Manager shall assist in regular jobsite progress meetings with the Contractor and keep meeting minutes.
- 8.9 Regularly monitor the construction budgets and schedules:
- 8.9.1 Project Schedule. Construction Manager shall continue to review the Project Schedule.
- 8.9.2 If requested by the District, Construction Manager shall assist the Contractor in preparing a recovery schedule. This recovery schedule shall reflect the corrective action and extraordinary efforts to be undertaken by the Contractor to recapture lost time. This recovery schedule shall be distributed to the Construction Manager, the District, the Architect and other appropriate parties by the Contractor.
- 8.9.3 Construction Progress Review. Construction Manager shall review the progress of construction with each Contractor, observe work in place and that materials are properly stored on a monthly basis and evaluate the percentage complete of each construction activity as indicated in the Project Schedule.
- 8.9.3.1 Construction Manager shall record the progress of the Project on a monthly basis or more frequently if requested by the District. Construction Manager shall document and submit written progress reports to the District and Architect including information on the Contractor and the Contractor's work on the Project, showing percentages of completion. Construction Manager shall keep a daily log containing a record of weather, each Contractor's work on the site, number of workers, identification of equipment, work accomplished, problems encountered, and other similar relevant data as the District may require.
- 8.9.3.2 Utilizing the schedules provided by the Contractors, Construction Manager shall update the Project Schedule incorporating the activities of the Contractor on the Project, including activity sequences and durations. The Project Schedule shall include the District's occupancy requirements showing portions of the Project having occupancy priority. Construction Manager shall update and reissue the Project Schedule as required to show current conditions. If an update indicates that the previously approved Project Schedule may not be met, Construction Manager shall recommend corrective action to the District and Architect.
- 8.9.3.3 As part of the monthly reporting process, Construction Manager shall provide the District with updated budget and cost tracking, to include the impact of all proposed and executed change orders.
- 8.9.3.4 Construction Manager shall keep regular meeting minutes.
- 8.10 Project Inspection Card Process.
- 8.10.1 The Construction Manager shall establish a procedure to verify that the Architect, Architect's consultants, Project Inspector, Laboratory of Record and Contractor 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 DSA's PR 13-01, PR 13-02 and any other related documents and subsequent updates to such documents. As part of the procedure established under this Section, Construction Manager must be able to verify that all 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 District 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 District of the impact such failure will have upon the Project and the Project Schedule.

8.10.2 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 the all testing and inspections that are required for the completion of the Project.

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

8.10.4 The Construction Manager shall coordinate with the Contractor 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.

8.10.5 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 require 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 140) 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.

8.10.6 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.

8.11 Assist in the resolution of Requests for Information:

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

8.11.2 Construction Manager shall transmit to the Architect requests for interpretations of the meaning and intent of the plans and specifications, and assist in the resolution of questions that may arise.

8.12 Review and recommend, in conjunction with the Architect, any necessary or desirable changes to any contract documents and submit same to the District:

8.12.1 Change Order Requests/ Proposals. Construction Manager shall evaluate Contractors' change order requests/ proposals and make a formal recommendation to the District regarding acceptance of the proposals for change orders.

8.12.2 Change Order Reports. Construction Manager shall prepare and distribute change order reports, on a monthly basis, throughout the Construction Phase. These reports shall provide information pertaining to proposed and executed change orders and their effect upon the contract price as of the date of the report.

8.12.2.1 Construction Manager shall review requests for changes, assist in negotiating Contractors proposals for changes in cost and/or time, submit recommendations to the Architect and the District and, if they are accepted, review change orders and Construction Change Documents prepared by the Architect which incorporate the Architect's modifications to the Construction Documents.

8.12.2.2 Construction Manager shall assist the Architect in the review and, evaluation of claims and make recommendations to the District regarding settlement of claims and assist the District in mitigating claims.

8.13 Construction Manager shall receive, review for proper limits of coverage and existence of insurance coverage and make recommendations regarding certificates of insurance and any required bonds from the contractors and forward them to the District with a copy to the Architect.

8.14 Review and approve Contractors' certificates for payment in conjunction with the Architect and Project Inspector.

8.14.1 Construction Manager shall review and make recommendations pertaining to monthly payments to the Contractor. This activity will be an integral part of the monthly progress report updates.

8.14.2 Construction Manager shall develop cash flow reports and forecasts for the Project and advise the District and Architect as to variances between actual and budgeted or estimated costs.

8.15 Maintain a copy set of Contract Documents, plans, specifications, addenda, contracts, change orders, shop drawings/submittals, correspondence, and other records, as required.

8.16 If requested, review certified payroll records submitted for the Project. Construction Manager shall also assist the District or its consultant in initiating and enforcing the District's Labor Compliance Program (if applicable) or assisting the District with complying with the Department of Industrial Relations' Compliance Monitoring Unit requirements.

8.17 Ensure that any applicable storm water pollution prevention plan requirements for the Project are incorporated into the Contract Documents and monitor compliance and maintenance by the Contractor.

8.18 If required by the Contract Documents, the Construction Manager shall confirm all waivers and releases are provided by the Contractor and all subcontractors before progress payments and final payment is made to the Contractor.

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

8.19.1 Construction Manager, in conjunction with the Architect and the Inspector shall, upon Substantial Completion of the Project, assist the Architect and the District in the production of a punch list of required corrections. At the conclusion of all corrective action for all punch list items, Construction Manager shall make a final comprehensive review of the Project and will report the results of that review to the District. Construction Manager's report will indicate whether Construction Manager, the Architect, and the Project Inspector find the work performed acceptable under the Contract Documents and the relevant Project data, and will make recommendations as to final payment and the notice of completion to the Contractor.

8.19.2 Following Substantial Completion of the Project or a designated portion thereof, the Construction Manager shall evaluate the completion of the work of the Contractors and make recommendations to the Architect as to when the District may record a Notice of Completion. The Construction Manager shall assist the Architect in conducting final inspections, preparing punch-list items and confirming punch-list items are completed.

8.20 Close Out and Miscellaneous Provisions

8.20.1 Construction Manager shall perform coordination and expediting functions in connection with the Architect's and Contractor's obligation to provide "as-built" documents. Construction Manager shall confirm the Contractor is updating all required as-built document during construction and make recommendations to the Architect and District for withholding of progress payments for failure to update the as-built documents. The Construction Manager shall assist the Architect in compiling all necessary as-built documents and incorporating them into one comprehensive set of record documents for the Project in a format acceptable and approved by the District.

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

8.20.3 With the Architect and the District's maintenance personnel, the Construction Manager shall observe the Contractors' final testing and start-up of utilities, operational systems and equipment.

8.20.4 Construction Manager shall secure and transmit to the Architect warranties and similar submittals required by the Contract Documents for delivery to the District and deliver all keys, manuals, record drawings and maintenance stocks to the District. Construction Manager shall make recommendations for withholding or deducting payments from the Contractor for not complying with the close-out requirements and assisting the Architect in determining a reasonable value for all incomplete close-out items.

8.20.5 Construction Manager shall assist the Architect in compiling all documents and information necessary to obtain DSA close-out certification of the Project. Construction Manager shall notify the District in writing of any missing information or documents that will prevent obtaining DSA certification.

8.20.6 Construction Manager shall verify that all defective, deficient, or incomplete work identified in any Notice(s) of Non-Compliance or similar notice(s) issued by the Architect, or any inspector, special inspector, testing laboratory or governmental agency, is fully corrected and closed before the architect issues any final punch-list to the Contractor. The Construction Manager shall verify that all applicable inspectors, special inspectors, and/or engineers on the Project have visually verified that each defective, deficient and/or incomplete item of work referenced in the Notice(s) of Non-Compliance have been rectified and are closed prior to the issuance of the Architect's final punch-list to the Contractor.

8.20.7 Duties, responsibilities and limitations of authority of the Construction Manager as set forth in the Contract Documents shall not be restricted, modified or extended without written consent of the District and Construction Manager. Consent shall not be unreasonably withheld.

9. FEE

9.1 The not to exceed fee for providing the entire scope of work described in this Agreement and Exhibits, exclusive of General Conditions, shall be [REDACTED] Dollars (\$ [REDACTED]) and shall be paid regularly on a monthly basis based on the actual percentage of completion of the Project. Any adjustments related to the payment of fees for Construction Manager Services shall be made through a written Addendum to this Agreement approved by both parties.

9.2 The Construction Manager shall invoice all fees for Construction Manager's services set forth in the Agreement and the attached Exhibits on a monthly basis during the duration of the construction work. All invoices for Construction Manager Services shall be based upon actual work or services completed by the Construction Manager and shall be supported by proper documentation. The District shall make payments to the Construction Manager within thirty (30) days of receipt of the appropriate and approved invoice from the Construction Manager.

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

9.4 See Exhibit "B" for payment of General Conditions for the Project.

EXHIBIT "B"

GENERAL CONDITIONS & FIELD PERSONNEL

CONSTRUCTION MANAGEMENT AGREEMENT

Between

_____ SCHOOL DISTRICT

and

Dated: _____, 20__

1. GENERAL DESCRIPTION & CRITERIA

1.1 The Construction Manager shall provide all General Conditions for the Project that are not already in place. General Conditions for the Project are defined as those generic support activities which must be in place to support all construction aspects of the Project. The costs and schedules for all General Conditions are detailed and set forth in Attachment "1" herein.

1.2 General Conditions are not a profit center and are intended to be cost recovery only.

2. ESTIMATED COSTS

2.1 The agreed upon Not-to-Exceed amount for all current General Conditions costs, exclusive of all Construction Management fees as set forth in Exhibit "A", shall be _____ Dollars (\$ _____). In no event shall the General Conditions costs exceed _____ % of the Construction Cost.

3. GENERAL CONDITIONS PAYMENT

3.1 All General Conditions items and services shall be billed at their actual cost, and the Construction Manager shall take all reasonable steps necessary to obtain the most competitive prices available for these items. If Construction Manager desires to be reimbursed for any other General Conditions costs not specifically set forth in Attachment "1", prior to the commencement of the Construction Phase, Construction Manager shall submit a list of these General Condition items to District for District's approval. The cost of any additional items shall not be reimbursable unless advance written authorization is provided by the District to Construction Manager to obtain the item.

3.2 Construction Manager shall invoice any all General Conditions costs monthly during the duration of the construction work. All General Condition costs must be supported by an invoice, receipt, an employee time sheet, or other acceptable documentation.

3.3 District shall make payments for General Conditions, if any, to the Construction Manager within thirty (30) days of receipt of the appropriate and approved invoice from Construction Manager.

4. EARLY COMPLETION

4.1 If the Project is completed earlier than as set forth in the terms of this Agreement, then all General Conditions costs set forth in Attachment "1" shall cease within thirty (30) days after the date the Project is completed.

ATTACHMENT "1"

GENERAL CONDITIONS AND COSTS/ SCHEDULE

EXHIBIT "C"

PROPOSED PROJECT SCHEDULE