MASTER CONTRACT AGREEMENT

Between

Sacramento City Unified School District

and

_____

for

Professional Services

DOCUMENTS BOUND HEREWITH

Agreement Form
Exhibit A: Schedule of Rates for Personnel Costs
Exhibit B: Project Management Internet Communication Requirements
Exhibit C1: Construction Manager's Basic Services – Design Build
Exhibit C2: Construction Manager's Basic Services – Lease Leaseback
Exhibit C3: Construction Manager's Basic Services – Design Bid Build
Exhibit D: CM Certification
Exhibit E: Badge Certification
Exhibit F: Badge Checkout Form
Exhibit G: Criminal Background Investigation/Fingerprinting Certification
Exhibit H: Responsibility Matrix – Design Build
Exhibit I: Responsibility Matrix – Lease Leaseback
Exhibit J: Responsibility Matrix – Design Bid Build
Exhibit K: Service Order
Exhibit L: Invoice Sample
Exhibit M: Certification Regarding Russian Sanctions

SACRAMENTO CITY UNIFIED SCHOOL DISTRICT
Agreement for Professional Services
Various School Sites

THIS AGREEMENT ("Agreement"), is made on the ____ day of _____, 2025, by and between the Sacramento City Unified School District ("District"), and _____ ("Consultant").

The District desires to retain Consultant as part of a pool of qualified construction management firms to provide professional services as more fully set forth herein in connection with the development of various District facilities. Award of this Agreement does not guarantee Consultant any particular number or amount of Service Orders, which will be awarded based on the needs of the project and the District.

ARTICLE 1. DEFINITIONS

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

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

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

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

CONSTRUCTION MANAGER ("CM"): The Consultant appointed by the District as the District's representative to provide overall project management, as specified in the Service Order issued for the particular Project, which may include services from the design phase, construction phase, and post construction close-out of the Project, or any combination.

CONTRACTOR: The person or persons, partnership, limited liability company, or corporation that has entered into an agreement with the District to construct the Project(s). If a lease-leaseback, design-build or other form of delivery is used, then all references herein to the "Contractor" shall be deemed to refer to lease-leaseback entity, design builder or other party

responsible for delivery of the Project to the District.

DISTRICT: The Sacramento City Unified School District.

PROGRAM: The District's program for a specific group of projects or for expenditure of a specified pool of funds.

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

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

PROJECT CONSTRUCTION COST:

A. Project Construction Cost, as used in this Agreement, means the total cost to the District of all work designed or specified by A-E, including work covered by approved change orders and/or alternates, the CM construction and post-construction phase fees and costs, the Project Inspector fees and costs, and any costs of inspections, surveys, tests or fees, but excluding any payments to A-E or consultants and any portion of the Construction Management fee allocated for pre-construction services. In designated design-build projects, the Project Construction Cost shall be deemed to include the cost of work designed or specified by the A-E retained by the District to provide performance criteria and well as that designed or specified by the design-builder.

B. When labor or material is furnished by the District below its market cost, the Project Construction Cost shall be based upon current market cost of labor and new material.

C. The Project Construction Cost, Project Budget, and/or Construction Budget may be adjusted by the District periodically as a result of changes in the requirements or general market conditions.

PROJECT MANAGEMENT INFORMATION SYSTEM (PMIS): a cloud-based software application specifically designed to facilitate the effective management of project information and workflows. The PMIS shall provide a centralized platform for all project stakeholders to collaborate, share documents, track progress, and manage various project aspects, including but not limited to: scope, schedule, budget, communication, document management, risk management, asset management, and reporting.

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

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

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

ARTICLE 2. RELATIONSHIPS OF THE PARTIES

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

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

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

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

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

F. Consultant's duties and services under this Master Agreement shall not include preparing or assisting the District with any portion of the District's preparation of a request for proposals, request for qualifications, or any other solicitation regarding a subsequent or additional contract for construction management services with the District. The District shall, at all times, retain responsibility for public contracting, including without limitation with respect to any formal or informal solicitation that may result in issuance of any Service Order under this Agreement or other master agreement awarded to another CM firm. Consultant's participation in the planning, discussions, or drafting of project plans or specifications shall be limited to conceptual, preliminary, or initial plans or specifications. Consultant shall cooperate with the District to ensure that all CM firms seeking issuance of a Service Order for a particular Project have access to the same information, including all conceptual, preliminary, or initial plans or specifications prepared by Consultant.

G. Except with District's knowledge and consent, Consultant shall not engage in any activity, or accept any employment, interest, or contribution that would reasonably appear to compromise Consultant's professional judgment, impartiality, or professionalism with respect to a Project awarded to Consultant under a Service Order. Where Consultant is awarded a Service Order related to a Project, Consultant may not have any role in any other contract with the District related to that Project.

H. At its sole cost and expense, the Consultant shall give all notices and comply with all laws, ordinances, rules, regulations, and lawful orders of any public authority bearing on the performance of its work, including those relating to safety, hazardous materials, and equal employment opportunities; obtain all permits and licenses necessary for performance of its work; pay all local, state, and federal taxes associated with its work; and pay all benefits, insurance, taxes, and contributions for Social Security and Unemployment which are measured by wages, salaries, or other remuneration paid to the Consultant's employees. Upon the District's request, the Consultant shall furnish evidence satisfactory to the District that any or all of the foregoing obligations have been fulfilled.

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

ARTICLE 3. CONSULTANT'S BASIC SERVICES:

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

ARTICLE 4. TERM

A. Basic Term and Renewal: The term of this Agreement shall be from October 1, 2025 to June 30, 2028. In addition, this Agreement will automatically renew annually for up to two one-year extensions unless the District provides written notice to the Consultant at least 60 days prior to the expiration of the term or any extension thereof that the Agreement will not be renewed. In deciding whether to exercise any extension, the District may conduct such review as the District deems necessary to verify that the Consultant continues to demonstrate competence and professional qualifications necessary for the satisfactory performance of the services required. The Consultant shall cooperate with any such review by the District of the Consultant's ongoing qualifications.

B. Extension to Complete Service Order: If Consultant is performing under a Service Order issued under this Agreement prior to the termination date of this Agreement, then this Agreement shall continue solely with respect to any Service Order(s) issued hereunder until completion of the work in the Service Order(s). No new Service Orders shall be placed under this Agreement within 60 days prior to its expiration unless the work in the Service Order is anticipated to be completed no more than 90 days after expiration of this Agreement.

C. Key Personnel: Consultant acknowledges that it has been awarded this Agreement, in part, due to the qualifications, experience, and expertise of Key Personnel identified in Consultant's proposal to the District for this Agreement and listed on Exhibit A by name. The District does not intend to award a Service Order unless Key Personnel listed in this Agreement, and acceptable to the District for the specific Service Order, are committed to the Project in the Service Order.

1. During the term of this Agreement, Consultant may request in writing that the District add personnel to its list of Key Personnel. Consultant's request shall identify the name, qualifications, and expertise of the proposed Key Personnel and proposed rate, not to exceed the rate/position of comparable Key Personnel listed in Exhibit A. District may request additional information to evaluate the proposed Key Personnel and may negotiate the proposed rate or position. The District's decision on any request to add Key Personnel shall be at its absolute discretion. Consultant must certify that the proposed additional Key Personnel have been vetted in accordance with Article 11 in connection with any request to add the personnel to Exhibit A.

2. Should any listed Key Personnel no longer be associated with Consultant, Consultant shall promptly notify the District, including whether any continuing Key Personnel are expected to substitute for the person to be removed. Upon removal of any Key Person, District may elect to re-evaluate Consultant's ongoing qualifications, including requesting that Consultant submit additional information regarding its qualifications, experience, and expertise and/or requesting that Consultant propose additional Key Personnel.

3. During the term of this Agreement, Consultant may request in writing that District agree to re-categorize listed Key Personnel to a different category position. Consultant's request shall identify the name, qualifications, and reason that the Key Person now satisfies different or additional criteria to serve in a different position.

The District's decision on any request to re-categorize Key Personnel shall be at its absolute discretion. Notwithstanding the foregoing, a listed Key Person may be listed in a Service Order to serve in a lower rate or experience position than that for which they are qualified on Exhibit A so long as 1) the tasks they will perform are consistent with the tasks for which they are otherwise qualified and listed and 2) the rate charged is the rate applicable to the position in which they are performing services.

The addition, elimination, or re-categorization of Key Personnel addressed above may be approved by the District official executing this Agreement or their delegee or replacement and shall not require approval of the District's Board.

ARTICLE 5. CHANGES IN BASIC SERVICES AND ADDITIONAL COMPENSATION

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

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

C. Changes not Requiring Board Approval: Changes in the services or duration of a Service Order that do not cause the total amount to be paid to Consultant to exceed the limit set in the Service Order and do not change the general type and character of the services provided shall be made by a written clarification to the Service Order executed by the District and the Consultant, but need not be presented to the Board for approval. Extension of the term of this Agreement solely to permit completion of a Service Order, as provided above, shall not require Board approval. All other changes to this Agreement or to a Service Order, including without limitation any increase in total compensation above the limit set in a Service Order or addition of Basic Services not included in the original Service Order, shall be subject to approval by the District Board of Education.

D. Changes by Amendment Requiring Board Approval: Changes in this Agreement or any Service Order issued hereunder that require Board approval shall be made by a written Amendment executed by the District and the Consultant. The Amendment shall be executed by the District and Consultant prior to the Consultant performing the services required by the Amendment.

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

ARTICLE 6. DISTRICT'S RESPONSIBILITIES

A. The District shall provide to the Consultant the information in the District's possession regarding the District's requirements for the Project(s).

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

C. The District shall furnish legal, accounting, contract review and insurance counseling services as may be necessary for the Project.

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

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

F. The District shall retain a Design Professional whose services, duties and responsibilities shall be described in a written agreement between the District and Design Professional. The services, duties and responsibilities set out in the agreement between the District and the Design Professional shall be compatible and consistent with this Agreement and the Construction Contract documents. The District shall, in its agreement with the Design Professional, require that the Design Professional perform its services in cooperation with the Consultant, consistent with this Agreement and in accordance with the planning and scheduling requirements and budgetary restraints of the Project(s) as determined by the District and documented by the Consultant.

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

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

I. The District shall furnish Consultant with digital copies, utilizing the District's PMIS, of the Construction Contract documents to permit the timely performance of Consultant's services.

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

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

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

M. The District shall designate an officer, employee, or other authorized representatives to act in the District's behalf with respect to the Project(s). The representative shall have the authority to approve changes in the Project(s) that do not require Board approval (or that provide for subsequent Board ratification) and shall be available during working hours and as often as may be required to render decisions and to furnish information in a timely manner.

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

ARTICLE 7. COMPENSATION AND PAYMENT

A. Compensation for Basic Services

1. The District shall provide the Consultant a standard template for invoicing (Exhibit K).

2. The District shall compensate the Consultant for performing the Basic Services described in Article 3, as limited by any Service Order. The Service Order shall specify at least the following: a) the names of the personnel to be performing the services, if identified by name, adjacent to the position they are filling; b) the positions that may be invoiced; c) the applicable hourly rate, not to exceed the rates set forth in Exhibit A, as they may be modified; d) the level of effort expected; and e) a maximum level of effort approved to be invoiced, absent prior written approval for a deviation. While certain positions may be identified solely by position, the Project Manager (and/or Senior Project Manager) and Field Engineer (and/or Senior Field Engineer) must be identified by name. The Service Order also shall specify a percentage of the final construction cost that the Consultant's total cost will not exceed, which percentage shall not exceed twenty percent (20%) of the final construction cost for that Project unless specially approved by the Board due to unexpected changes.

B. Hourly Rate Increases: Hourly Rates bid and reflected on Exhibit A are fixed and shall not be subject to increase during the term of this Agreement except as follows. Annually, the District will consider whether unusual inflation or other cost of living increases warrant an increase in rates paid. If the District concludes that such an increase is appropriate, then a percentage increase will be recommended to the Board and, if approved, will apply to all

Consultants in the District's pool of construction management contractors uniformly. If this Agreement is extended beyond its initial three-year term without an interim increase in rates, then the District will recommend that the Board approve a rate increase for the remainder of the Agreement term.

C. Personnel Changes: Exhibit A identifies certain key personnel by position and rate, and each Service Order shall identify the personnel to be used on any specific Project. Any change in position description for a listed individual that results in an increased rate, whether on Exhibit A or in a Service Order, and any addition of an unlisted individual at specified position, requires written request by Consultant, specifying the reason for the addition or position change, and prior written approval by the District. Invoiced amounts for an individual at a position for which the individual is not approved will be paid at no more than the highest approved rate.

D. Payment

1. The Consultant will submit an invoice monthly to the District on a form to be provided by the District (Exhibit K). Invoices shall be segregated by each Project where the Consultant is working on more than one Project and shall detail the Basic Services provided, listing each employee of Consultant performing services, date services were performed, time for each day services were performed, and approved hourly rate.

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

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

E. Accounting Records: Records of the Consultant's fees shall be maintained on the basis of generally-accepted accounting principles and shall be available for inspection by the District or the District's representative at mutually convenient times. Records shall include, but not be limited to, original timesheet records showing, by line items and the amount of time allocated to each project or task . Records supporting all fees invoiced to the District under this Agreement shall be maintained for at least two years after expiration of this Agreement or three years after completion of any Service Order issued hereunder, whichever is later.

F. Compensation for Additional Services: The Consultant shall be compensated and payments shall be made for performing approved Additional Services in the same manner as provided in Article 7 for Basic Services.

ARTICLE 8. INSURANCE AND MUTUAL INDEMNITY

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

1. Workers' Compensation Insurance and occupational disease insurance, as required by law, and employer's liability insurance, with minimum limits of $1,000,000;.

2. Commercial general liability insurance, with limits of not less than as indicated in either (1) or (2) as follows: (1) Bodily Injury Liability - $2,000,000 each person, $4,000,000 each occurrence; Property Damage Liability - $2,000,000 each occurrence, $4,000,000 aggregate; (2) A single limit for Bodily Injury Liability and Property Damage Liability Combined of $2,000,000 each occurrence and $4,000,000 aggregate. Insurance is to be placed with insurers approved by the State of California Department of Insurance and with a Bests' rating of no less than (A-) Level VII. Required levels of insurance may be obtained for the full limits required by a combination of underlying policies with the balance provided by an excess or umbrella liability policy covering all workplaces involved in this Agreement.

3. The insurance shall cover all operations of Consultant, including but not limited to the following: (1) premises, operations and mobile equipment liability; (2) completed operations and products liability; (3) contractual liability; (4) Independent Contractor's Contingent coverages; (5) broad form property damage liability; (6) personal injury liability endorsement; and (7) automobile bodily injury and property damage insurance, including all owned, hired, and non-owned equipment.

4. All general liability policies shall name the District as an additional insured and shall provide that such policy is primary insurance.

5. The Consultant shall also provide Professional Liability Insurance for the Project, written on a "Claims Made Basis," with limits of liability in amounts not less than $ 2,000,000, insuring the Consultant, and all persons for whose acts the Consultant may be liable, against any and all liabilities arising out of or in connection with the negligent acts, errors, or omissions of any of the foregoing in connection with the carrying out of their professional responsibilities under this Agreement. At the end of the term of this Agreement, the Consultant shall provide the District proof of professional liability insurance coverage for two years following expiration of the term of this Agreement. All such professional liability policies shall include an endorsement covering the indemnification provisions of Article 8(B).

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

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

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

B. Indemnity

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

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

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

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

ARTICLE 9. TERMINATION AND SUSPENSION

A. Termination

1. This Agreement may be terminated, in whole or in part, in writing by either party in the event of substantial failure by the other party to fulfill its obligations under this

Agreement through no fault of the terminating party, provided that no such termination may be effected unless the other party is given:

a) Written notification (delivered personally or by overnight mail by commercially-recognized carrier) that the other party is in material breach of the contract and specifying the breach.

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

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

d) Termination notification (delivered personally or by overnight mail by commercially-recognized carrier) that the breach has not been cured and providing an additional five (5) calendar days for the effective date of the termination.

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

3. If termination pursuant to Subparagraph 9.A.1 is effected by the District, the Consultant will be paid for work actually performed, less any costs or expenses reasonably incurred by the District as a result of the breach or termination. If termination pursuant to Section 9.A.1 is effected by the Consultant, or if termination pursuant to Section 9.A.2 is effected by the District, then the Consultant shall be entitled to payment of the Consultant for services satisfactorily rendered and approved, documented expenses incurred prior to the termination. In addition, the Consultant shall be paid unavoidable, reasonable expenses that are directly attributable to the termination.

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

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

B. Suspension

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

2. If Consultant's Services for a Project are suspended, then Consultant shall make good faith efforts to occupy personnel identified in the Service Order with other work, including Project work not suspended or other projects requiring additional support, during the period of the suspension. If, at any time after the Project has been suspended for at least two (2) weeks, Consultant is unable to occupy its personnel identified in the Service Order for at least seven (7) hours per day on other work, then Consultant shall notify the District in writing of the shortfall in work and affected personnel and request direction from the District. If the District directs Consultant to keep the identified personnel available for the Project, then Consultant may submit a claim in writing to the District for the difference between the time the identified personnel were able to work and seven (7) hours per day. Upon cessation of the suspension, the Consultant shall resume work on a schedule reasonably agreed-upon with the District.

ARTICLE 10. DISPUTE RESOLUTION

A. Direct Negotiation. Direct Negotiation will be the initial process utilized by the parties after recognition of a potential claim arising out of or relating to this Agreement or Service Order. Either the District or Consultant may make a written request for Direct Negotiations promptly upon recognizing that a dispute exists related to performance of this Agreement or any Service Order issued hereunder. The request shall specify the background of the claim including nature and amount of the claim; the positions of both parties as understood by the claimant; a brief description of attempts to resolve it; and any other information relevant to resolving the dispute. Direct Negotiation representatives of the parties shall be the District's designated representative and the Consultant's designated representative, neither of whom shall have been materially involved with earlier attempts at resolution. Direct Negotiation will take place at the Project or at a mutually agreeable location, and the Direct Negotiations shall take place as soon as reasonably practical after the request for Direct Negotiation. The parties shall negotiate in good faith in an effort to resolve the claim, dispute, or other matter arising out of the Agreement. Each party shall document the results of the Direct Negotiation and these documents shall be exchanged between the parties.

B. Notice of Claim. Within three (3) business days after the meeting for Direct Negotiation, if Consultant believes that it still has a claim arising out of or relating to this Agreement or any Service Order issued hereunder, Consultant shall give the District written notice of the claim and the event(s) giving rise to the claim. Said written notice shall specify the nature, amount and basis of the claim and shall be certified under penalty of perjury and in compliance with the California False Claims Act, as follows:

CLAIM CERTIFICATION

Under penalty of perjury, and with specific reference to the California False Claims Act, Government Code sections 12650, *et seq*., I certify

that submission of the attached claim is made in good faith; that the supporting data prepared by the undersigned company is accurate and complete to the best of my knowledge and belief; that submission of the claim to Owner does not violate the California False Claims Act; and that I am duly authorized to certify the claim on behalf of claimant.

Dated:_____ Company_____

By_____
[Name and Title]

_____
Signature

By submitting a claim with the foregoing certification, Consultant acknowledges that it has read and is familiar with the provisions of the California False Claims Act (California Government Code sections 12650 *et seq*.) and represents that submission of the claim does not in any respect violate the California False Claims Act. Failure to provide such certification shall constitute a waiver of the claim. Failure to provide notice of the claim within the time limit shall constitute grounds for rejection of the claim.

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

D. Arbitration. Except as otherwise stated herein, if a Claim remains unresolved after mediation, then the Claim shall be decided by binding arbitration before a single arbitrator. The claim in arbitration shall be decided under and in accordance with the laws of California, including laws related to arbitrations, supported by substantial evidence and, in writing, contain the basis for the decision, findings of fact, and conclusions of law. Upon a petition to confirm, correct, or vacate any award, a court shall vacate the award, or part thereof, if it determines either that the award, or part thereof, is not supported by substantial evidence or that it is not decided under or in accordance with the laws of California. If the award, or part thereof, is vacated or if the court determines that the award does not include a determination of all submitted questions necessary to determine the controversy, the court may order a rehearing before the original arbitrator or remand to the original arbitrator that portion of the dispute which the court concludes the arbitrator failed to determine. The hearing in any arbitration under this provision shall be held in Sacramento County. The cost of the arbitration shall be borne equally, but the arbitrator may award the prevailing party its costs and necessary disbursements on the same basis as is allowed in civil actions. In the event of any

dispute between the District and the Design Professional and/or the Construction Contractor that also involves claims related to the Consultant, Consultant agrees to participate in the same claims resolution proceedings as those involving the District and the Design Professional and/or the Construction Contractor.

ARTICLE 11. FINGERPRINTING

A. Education Code Section 45125.1 shall apply to this Agreement and fingerprinting is required of Consultant and/or its employees for all Service Orders issued under this Agreement. Consultant must submit completed Exhibits D, E, and F before being eligible for receipt of any Service Order hereunder. The following shall apply:

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

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

ARTICLE 12. AWARD OF SERVICE ORDERS

By award of this Agreement, the District does not commit to award any level of services to the Consultant. Further, the District reserves the right to award any Service Order without further proposals or other competition to any consultant in the District's pool, or to award a contract for a Project to a consultant outside of the pool if necessary in the District's sole and absolute discretion.

Notwithstanding the foregoing, the District's general intent is to seek two or more proposals from qualified consultants in the District's pool at the time of selecting a consultant for a Service Order for specific Projects. The District may limit the consultants from which it requests proposals based on established experience and the needs of the Project or other anticipated or concurrent projects.

For Projects of $10 million or less, unless the Project involves specialized construction or expertise that the District wants to evaluate, the District anticipates that any "proposals" will be informal and primarily based on the information in the Service Order, including proposed personnel and levels of effort. For award of Projects with an anticipated construction cost

over $10 million, the District may seek more formal proposals and/or proposals from more qualified consultants than for smaller projects. For any Project for which personnel are not committed full time to the Project, the District may require Consultant to identify in its proposal any other projects for which the personnel are performing services.

ARTICLE 13. ADDITIONAL PROVISIONS

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

B. Limitations and Assignment

1. The District and the Consultant each binds itself and its successors and assigns to the terms of this Agreement.

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

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

D. Extent of Agreement: This Agreement, including its Exhibits which are made a part of the Agreement and incorporated in full herein and any Service Order which may be issued hereunder, represents the entire and integrated agreement between the District and the Consultant and supersedes all prior negotiations, representations, or agreements, either written or oral.

E. Amendment: This Agreement may be amended only by written instrument signed by both the District and the Consultant, by officials having authority equal to or greater than that of the officials signing this Agreement. Signature by the District may require approval by its Board, and no signature requiring such approval shall be valid and binding on the District without the required approval. Nothing contained in this Agreement is intended to benefit any third party.

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

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

H. Notice: All notices required by this Agreement shall be deemed given on the day received when made in writing and delivered personally or by overnight mail by commercially-recognized carrier (such as FedEx), addressed to the individuals signing below at the address indicated below. A copy of such notice shall be provided through the PMIS.

A.

[Consultant]	Sacramento City Unified School District
By:_____ [Consultant's Authorized Representative] (Please print) _____ (Title) _____ (Signature) [Address, Telephone, Fax and Tax ID #]	By:_____ Christopher Ralston Its: Assistant Superintendent, Facilities Support Services By:_____ Janea Marking Its: Chief Business & Operations Officer 425 1st Ave, Sacramento, CA 95818

Date:_____ Date:_____

Date Received:_____ Board Approval Date: 9/18/25

□

Exhibit A

Agreement Between

Sacramento City Unified School District

And

_____

For

Construction Management Services

SCHEDULE OF RATES FOR PERSONNEL COSTS

Position	Approved Personnel	Hourly Rate
Senior Project Manager*		$
Project Manager*		$
Sr. Field Engineer		$
Field Engineer		$
Project Admin/Coordinator		$
Constructability Reviewer		$
Scheduler		$
Estimator		$

* Initially, as included in Consultant's Proposal.

The following generally describes the expected scope of duties, although the District recognizes that some overlap may occur and specific roles required on a Project will be identified in the Service Order. The following also sets forth experience expected for each position, although exceptions may be made. The approved personnel are subject to prior District approval.

Senior Project Manager (>10 years' experience as Project Manager):

- May perform any tasks under "Project Manager" below, but is expected to perform tasks requiring greater experience and expertise
- Responsible for allocation of resources to accomplish Consultant's performance of Agreement work
- Capable of effectively managing large-sized projects, or multiple simultaneous projects, throughout all project phases
- Completely accountable for financial performance of a project

Project Manager (5-10 years' experience managing projects):

- Reports to Senior Project Manager, where applicable
- Ensures Consultant's satisfactory performance of all tasks required by this Agreement
- Acts as District Representative to oversee contract compliance by Contractor and other entities under contract with the District in connection with the Project
- Demonstrates full understanding of the scope and interdependence of all contract documents
- Manages and coordinates the design review process and participates in value engineering sessions
- Assists District in the procurement of contracts related to the Project, including coordinating any pre-bid conference, response to bidder questions, and review/recommendation for contract award, as requested by the District
- Organizes and directs preconstruction conference
- Oversees preparation, maintenance, and management of Project budget, identifies cost impacts and provides recommendations for cost control
- Oversees the review and comparison of weekly look ahead schedules and monthly schedule reports for compliance with the master schedule, identifies schedule impacts, and provides recommendations for recovery
- Monitors preconstruction and construction progress
- Identifies and manages risk on project
- Facilitates project communication through regular progress meetings, including timely follow up and distribution of minutes
- Attends progress meetings and special meetings where appropriate
- Oversight of Project document control mechanisms, such as as-builts, submittals, and requests for information, including required responses
- Responsible for preparing (directly or through delegation) Project reports
- Estimates, negotiates, recommends and distributes change orders to owner, design team and contractor
- Manages pay application process to ensure accurate submissions and timely transmittal of approved pay applications to owner for processing
- Manages compliance with skilled and trained workforce requirements
- Manages formal and informal Project dispute resolution
- Manages owner move-in and occupancy assistance, facility activation, warranty and guarantee work, and 11th month walk through
- Enforces orderly project closeout efforts

Senior Project Engineer (> 4 years' experience as Project Engineer or equivalent)

- May perform any tasks under "Project Engineer " below, but is expected to perform tasks requiring greater experience and expertise and/or to be assigned to larger or more complex projects instead of a Project Engineer
- Reviews RFIs and Architects Supplemental Instructions (ASIs) and provides input where requested
- Review and comment on contractor monthly schedule updates
- Prepares, or assists with preparation of, various monthly reports
- Monitors project issues and prepares issue logs
- Participates in value engineering as requested

Project Engineer (1-4 years' experience):

- Reads and comprehends technical drawings and specifications
- Understands scope of contract documents
- Records jobsite activity (Daily Reports)
- Manages document control of all Project records, including without limitation submittals, Requests for Information, contract documents, changes, schedules, reports, and project closeout (incoming and outgoing)
- Assists with evaluation of change order requests
- Manages and evaluates submittals/submittal packages; coordinates with design professionals on same
- Reviews and processes as-built drawings
- Monitors compliance with project schedule and schedule updates
- Manages Requests for Information (RFIs)
- Performs project closeout activities
- Creates meeting agendas and minutes
- Participates in the bid process and assists in recording and reviewing of bids
- Participates and/or chairs coordination meetings
- Drafts monthly reports

Project Admin/Coordinator:

- Coordinates preparation of monthly Project reports
- Records jobsite activity
- Under the supervision of the Project Engineer, manages document control of all submittals and substitutions, architectural supplemental instructions, requests for Information, contract documents, changes, schedules, reports, and project closeout (incoming and outgoing)

- Assists with meeting coordination, and prepares and distributes meeting minutes
- Coordinates preparation of contracts, amendments, change orders based on District forms
- Assists with project closeout: merge files, contact suppliers for final payment, and prepare the closeout documentation for owner
-
-

Exhibit B

Agreement Between

Sacramento City Unified School District

And

_____

For

Construction Management Services

PROJECT MANAGEMENT INTERNET COMMUNCATION REQUIREMENTS

A. All Contract Documents, including General Conditions, Supplementary Conditions, and other Division 1 - General Requirements, apply to the work of this section.

B. This section contains general information that applies to all work performed under the Contract, and is made inherently a part of each specification section.

1.02 GENERAL PROJECT MANAGEMENT OBJECTIVES

A. Sacramento City Unified School District (SCUSD) has directed its Consultant to use the project's existing Internet/Web-based project management software to track and manage the project.

B. Use of this project management software will not replace or change any contractual responsibilities of the Architect/Engineer team members.

C. Each project team member of the Consultant: Senior Project Manager, Project Manager, Senior Project Engineer, Project Engineer, Project Coordinator, et al., shall have access to the Internet and an Internet e-mail address in order to communicate with various project team members. The Consultant shall provide immediately upon receipt of the executed agreement confirmation of these conditions and the names, positions, and e-mail addresses to SCUSD's Representative.

1.03 SOFTWARE AND HARDWARE REQUIREMENTS

A. The Consultant is required to provide computer hardware and software that meet the requirements of Trimble Unity Construct project management software. SCUSD will provide the Consultant with the required number of user licenses to use the existing project database for the duration of the project. The Consultant licenses to the SCUSD database will permit access only to Consultant projects, in accordance with permission levels configured by SCUSD's Facilities administrator.

B. SCUSD shall provide the Consultant with Trimble Unity Construct training (if required). SCUSD will provide training for up to 3 Consultant staff members. Project Manager, Project Engineer, and Project Coordinator are required to attend training sessions.

C. The Consultant shall provide an adequate number of users to properly manage the project in accordance with the Project Timetable. The Consultant shall have Internet access through an Internet service provider of his/her choice.

D. Hardware requirements are as follows:

- Workstation, laptop or tablet
- A connection to the Internet

E. More information on Kahua® may be obtained via the World Wide Web, at www.*Kahua.com*

1.04 SYSTEM MANAGEMENT AND USE

A. SCUSD will administer the Trimble Unity Construct user account.

B. All costs associated with using this system, including computer hardware, internet service, and additional licenses beyond the one to use the existing project database are the responsibility of the Consultant.

1.05 COMMUNICATION PROCESS

A. SCUSD's Representative will outline and detail communication, correspondence and coordination procedures at Project start meeting.

B. Most project communication will take place in the Trimble Unity Construct project management system by creating and distributing documents directly within the system, or by entering manually in the system dates and descriptions of items to track over time. All documents requiring formal signatures will be done through E-Builder.

C. The official submittal log will be maintained within E-Builder. The Consultant will use Trimble Unity Construct to review submittals using bookmarked PDF file enabling navigation to each item within the submittal package. The Trimble Unity Construct project management system will be used to track and expedite processing of these items.

D. Consultant will be required to utilize modules including but not limited to: ASI's; change orders; pay requests and invoices; asset management; punch lists; requests for information (RFI); daily reports; within the Trimble Unity Construct project management system. The Consultant can process documentation completely within the Trimble Unity Construct project management system without creating a hard copy. Support documentation only in hard copy format for any document in Trimble Unity Construct may be scanned into an electronic file and attached in Trimble Unity Construct to documents.

E. Consultant is required to furnish and use a digital camera in order to photo-document job progress and upload the associated images taken on a regular basis to Trimble Unity Constructor designated district database system.

PART 2 – PRODUCTS

2.01 Extranet application service provider shall be the following (no substitution)

Trimble Unity Construct by Trimble
https://assetlifecycle.trimble.com/en/products/software/unity-construct

PART 3 – EXECUTION

3.01 Trimble Unity Construct is an Internet-Accessed Centralized Database of project information and consists of several separate modules or master file divisions for ease of organization. Available file divisions include but are not limited to: Daily Reports, RFI's, Transmittals, Submittals, Meetings, Documents, Drawings, Specifications, File Management, Punch Lists, Reports, Project Team, Schedule of Values, Change Items, Request for Proposals, etc.

3.02 Consultant shall be provided with the required number of user licenses for Trimble Unity Construct by SCUSD. Each major team member for the Consultant (ie: project manager, project coordinator, etc.) must have a separate user license. The Consultant shall insure that all major team members on this project have Internet access available during the duration of this project.

Exhibit C1
Agreement Between

Sacramento City Unified School District

And

_____

For

Construction Management Services

BASIC SERVICES FOR DESIGN BUILD DELIVERY METHOD

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

I. Design Phase

A. Project Management

1. CONSULTANT Design Reviews: The CONSULTANT shall review the design documents for clarity, internal consistency, constructability, coordination and consistency with the Scope of the Project related to the Criteria Documents and provide comments. The Consultant's actions in reviewing the design documents and in making recommendations as provided herein are advisory only to the District.

2. District's Design Reviews: The Consultant shall assist in expediting the District's design reviews by compiling and conveying the District's comments to the Design Builder.

3. Design Phase Information: The Consultant shall coordinate and expedite the flow of information between the District, the Design Builder and others.

4. Project Meetings: The Consultant, the District, and others shall attend regular project meetings conducted by the Design Builder or the Consultant. Such meetings shall serve as a forum for the exchange of information concerning the Project and review of design progress. The Design Builder or the Consultant shall prepare and distribute minutes of these meetings to the Consultant, District and others, as agreed to by the District.

5. Approvals by Regulatory Agencies: The Consultant shall coordinate transmittal of documents to regulatory agencies for review and shall advise the District of potential problems in completion of such reviews.

B. Front-End Documents: The Consultant shall assist the District in the preparation of project-specific front end documents for the Construction Contract, using the standard Division 0 and Division 1 front end and Construction Administrative Procedures Manual documents provided by the District.

C. Consultants: The Consultant, shall assist the District in selecting, retaining and coordinating the professional services of testing laboratories and special consultants as needed.

D. Project Funding: The Consultant shall assist the District in preparing documents concerning the Project Budget and Construction Budget for use in obtaining or reporting on project funding. The documents shall be prepared in a form approved by the District.

E. Cost Management

1. Project Budget and Construction Budget Updates and Revisions: As design proceeds, the Consultant shall make periodic reviews of the Project Budget and the Construction Budget and make recommendations to the District on the impact of design changes that may result in revisions to the Project Budget, Construction Budget and/or established project strategy.

2. Cost Control and Estimating: Following fully coordinated submittals of design drawings and specifications from the Design Builder, the Consultant shall prepare an estimate of the Project Construction Cost.

   a) The estimate for each submittal shall be accompanied by a report to the District and Design Builder identifying variances from the Project Budget and Construction Budget. The Consultant shall coordinate and assist in expediting the activities of the District and Design Builder when changes to the design are required to remain within the Project Budget and Construction Budget.

F. Time Management

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

II. Bid and Award Phase

A. Project Management

1. Information to Bidders: The Consultant shall develop and coordinate procedures to provide answers to the Design Builder's questions.

2. Bid Opening and Recommendations: The Consultant shall assist the District in reviewing the GMP Binder provided by the Design Builder and review all Design Builder's self-performing bids.

3. Post bid Conference: The Consultant shall conduct a post-bid conference with the Design Builder to review contract award procedures, schedules, project staffing and other pertinent issues.

4. Construction Contracts: The Consultant shall assist the District in the assembly, delivery and execution of the Design Builder Agreement and GMP Amendment(s). The Consultant shall issue to the Design Builder the notice of award and the notice to proceed provided by the District.

5. Pre-Construction Conference: In consultation with the District and Design Builder, the Consultant shall conduct a pre-construction conference during which the Consultant shall review the Project organization, communication protocols, badging, security, responsibilities and other general project procedures.

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

B. Cost Management

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

2. Project Cost Reports: The Consultant shall prepare (if required by the District) and distribute project cost reports during the bid and award phase. The reports shall specify actual award prices and construction costs for the Project compared to the Project Budget and the Construction Budget.

3. Cash Flow Reports: The Consultant shall prepare and distribute cash flow reports on a quarterly basis during all phases of the project. The reports shall be based on actual award prices and construction costs for the Project, as may be modified by change order, and the reports shall specify actual expenditures and projected cash flow.

C. Time Management

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

III. Construction Phase

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

A. Project Management

1. On-Site Management and Construction Phase Communication Procedures: The

Consultant shall provide contract administration as an agent of the District and establish and implement coordination and communication procedures among the Consultant, District, Project Inspector and Design Builder. The Consultant shall review Design-Builder's monthly reports and provide feedback to the District. The Consultant shall provide quarterly written reports to the District on the progress of construction.

2. Construction Administration Procedures: The Consultant shall implement the District's procedures for expediting and processing requests for information, submittals, substitutions, construction contract schedule adjustments, requests for proposals, proposed change orders, change orders, construction change directives, and payment requests and for the maintenance of logs for tracking all relevant information related to the above. The Consultant shall maintain, or monitor the completion by others, required daily job reports containing a record of weather, construction contractors working on site, number of workers, work accomplished, problems encountered and other similar relevant data as the District may reasonably require. As the District's representative at the construction site, the Consultant shall be the party to whom requests for information, submittals, substitutions, Design Builder schedule adjustments, change order requests, proposed change orders and payment applications shall be submitted.

3. Project Site Meetings: The Consultant shall conduct weekly coordination meetings at the Project site with the Design Builder's supervisory personnel, subcontractor personnel as appropriate, the Commissioning Consultants, District and the Criteria Architect as appropriate. The Consultant shall record, transcribe and distribute minutes to all attendees, the District and Design Builder.

4. Coordination of Other Independent Consultants: Technical inspection, Commissioning and testing provided by others shall be coordinated by the Consultant. The Consultant shall be provided a copy of all inspection and testing reports on the day of the inspection or test or within a reasonable time period. The Consultant is not responsible for providing, nor does the Consultant control, the actual performance of technical inspection and testing. The Consultant is performing a coordination function and is not acting in a manner so as to assume responsibility or liability, in whole or in part, for any part of such inspection and testing.

5. Review of Requests for Changes to the Contract Time and/or Sum: The Consultant shall review the contents of requests for changes to the construction contract time or construction contract sum submitted by the Design Builder, assemble information concerning the request and endeavor to determine the cause of the requests and make recommendations to the District with respect to acceptance of the requests. The Consultant will implement the District's decisions regarding all requests for changes to the construction contract time and/or construction contract sum. All changes to the construction time and/or sum shall be only by written change order or proposed change order signed by the District, or by construction change directive executed by either the District or the Consultant stating that the extra work or change is authorized. *See also* Article IV.B.1 below of this Exhibit C1.

6. Record Documents, Operation and Maintenance Materials, Project Close-Out Documents: The Consultant shall receive from the Design Builder as-built record

documents, operation and maintenance manuals ("O&M Manuals"), warranties and guarantees for materials and equipment installed on the Project, and all other close-out documents required by the Construction Contract; shall review such documents for completeness; shall submit the as-built record documents and O&M Manuals to A-E and, if required, to the District's inspector(s) for review and approval of O&M Manuals and the creation of formal as-built record documents, including in electronic format; shall receive the record documents and O&M Manuals from the A-E and shall submit such documents, as well as all other close-out documents required by the construction contract documents, to the District.

7. Completion:

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

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

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

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

a) Upon receipt of the close-out documents required for final payment and the

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

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

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

B. Cost Management

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

a) District Initiated Changes: All proposed change orders initiated by or on behalf of the District shall first be described in detail by the Consultant, in a request for proposal to the Design Builder. The Consultant shall maintain a log of requests for proposals issued and shall sequentially number and date each request for proposal. In response to the request for proposal, the Design Builder shall submit a proposed change order to the Consultant with detailed information concerning the cost and time adjustments, if any, as may be necessary to perform the proposed changed work. The Consultant shall discuss the proposed change order with the Design Builder and endeavor to determine the Design Builder's basis of the cost and time impacts of performing the work. Prior to the District's execution of change orders, the Consultant shall make recommendations to the District of whether the Consultant believes the change in the work is in the best

interest of the Project. If it is determined that the change is in the best interest of the Project and the Contractor's quotation is acceptable, the Consultant shall prepare and issue a construction change directive or a change order, including obtaining all required signatures. If, in consultation with the District, the Consultant believes the change is in the best interest of the Project but is unable to come to agreement with the Design Builder as to the time and cost impact, or if time does not permit processing a change order prior to implementation of the change, the Consultant shall prepare and issue a construction change directive, including obtaining all necessary signatures, directing the Design Builder to proceed with the change.

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

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

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

2. Cost Records: In instances when the work described in a request for a proposal, construction change directive or change order is performed on a time and material basis, the Consultant shall obtain on a daily basis from the Design Builder Daily Extra Work Reports recording the labor for each day work is performed pursuant to such proposed change order, construction change directive, or change order. The Consultant shall review and sign each Daily Extra Work report confirming, in consultation with the District's inspector if necessary, that the labor in fact was spent for the change. Additionally, the Consultant shall obtain from the Design Builder on a daily basis, an itemized accounting, together with appropriate invoices and other supporting records, showing the cost of payroll, materials and equipment and the amount of payments to subcontractors incurred by the Design Builder in performing the work. On a monthly basis, the Consultant shall obtain from the Design Builder with the accompanying progress payment request a reconciliation for all work performed on a time and material basis during the period of the progress payment. The Consultant shall obtain from the

Design Builder a final reconciliation within thirty (30) days after the changed work is completed, which reconciliation shall recap all costs and appropriate markups for the period.

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

4. Project and Construction Budget Revision: The Consultant shall make recommendations to the District on the impact of construction changes that may result in revision to the Project Budget and Construction Budget.

5. Cash Flow Monitoring: The Consultant shall review cash flow during the construction phase and notify District of any concerns raised by comparing actual cash flow to projected cash flow.

C. Time Management

1. Design Builder's Construction Schedule; Project Schedule Update: The Consultant shall review the Design Builder's construction schedule and shall verify that the schedule is prepared in accordance with the requirements of the Construction Contract documents and that it establishes a completion date(s) that complies with the requirements of the Construction Contract documents. The Consultant shall adjust and update the Project Schedule based on the Design Builder's construction schedule and shall distribute copies of the updated Project Schedule to the District.

2. Construction Schedule Updates: The Consultant shall, on a monthly basis, review the Design Builder's schedule updates required to be submitted with its progress payment applications; verify that the schedule update is prepared in accordance with the Construction Contract documents; evaluate the percentage complete for each activity as indicated in the Design Builder's schedule; and review such percentages with the Design Builder. The Consultant shall, on a weekly basis, review the Design Builder's weekly short interval schedules to verify that they are prepared in accordance with the requirements of the Construction Contract documents and that they accurately reflect the status of the Project. The Consultant shall review any other revisions to the construction schedule submitted by the Design Builder pursuant to the Construction Contract documents to determine whether the requested changes to the approved construction contract schedule are acceptable.

3. Construction Schedule Reports: The Consultant shall prepare and distribute to the District on a monthly basis a construction schedule report. The report shall indicate the actual progress compared to scheduled progress. The Consultant shall advise and make recommendations to the District concerning the alternative courses of action that the District may take in its efforts to achieve contract compliance by the Design Builder. The Consultant shall update the Project Schedule based on the Consultant's evaluation of the information received from the Design Builder.

4. Consultant Review of Time Extension Requests: The Consultant shall review schedule changes submitted by the Design Builder for time extension requests. Prior to the issuance of change orders or written directives, the Consultant shall advise the District as to the effect on the Project Schedule of time extensions requested by the Design Builder and validity of the requests.

5. Recovery Schedules: The Consultant shall review recovery schedules submitted by the Design Builder for compliance with the Construction Contract documents, the approved construction contract schedule and/or the Construction Contract completion date.

D. Project Management Information System (PMIS)

In addition to the other reports described above to be provided during the construction phase, the Consultant shall prepare and distribute the following (See Exhibit B for more information):

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

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

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

IV. Post-Construction Phase

A. Project Management

1. Record Documents: The Consultant shall coordinate and expedite submittals of Information from the Design Builder for as-built record drawings and specification

preparation and shall coordinate and expedite the transmittal of record documents to the District.

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

3. Close-Out Documents: The Consultant shall obtain, compile and submit to the District all required close-out documents, including those required before and after final payment, and those required for DSA certification, as set forth in the Construction Contract. The District expects the Consultant to submit all Close-Out documents within 60 days of recording the Notice of Completion. If Close-Out documents have not been submitted to the District within 60 days of recording the Notice of Completion, then the District and Consultant shall meet to discuss how Consultant will complete and submit all Close-Out documents within 90 days after Notice of Completion, absent good cause for a longer period.

B. Cost Management

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

C. Time Management

1. After Project close-out, the Consultant shall prepare and distribute to the District a final update to the Project Schedule (As-Built Project Schedule), with an accompanying report, setting forth the actual completion of the Project and the reasons, therefore.

V. Additional Services

At the request of the District, the Consultant shall perform Additional Services, and the Consultant shall be compensated for same as provided in Article 7 of this Agreement. The Consultant shall perform Additional Services only after the District and Consultant have executed a written Service Order or Amended Service Order providing for such services. Additional services may include without limitation:

A. Performance of technical inspection and testing.

1. Consultation regarding replacement of work damaged by fire or other cause during construction and furnishing services in connection with the replacement of such work.

2. Services made necessary by the default of the Design Builder.

3. Preparation for and serving as a witness in connection with any public or private hearing or arbitration, mediation or legal proceeding.

B. Pre-Design Services included in the Responsibility Matrix in Exhibits G, H, and I but not included in the Basic Services.

Exhibit C2

Agreement Between

Sacramento City Unified School District

And

_____

For

Construction Management Services

CONSTRUCTION MANAGER'S BASIC SERVICES

For Lease Leaseback Delivery Method

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

I. Design Phase

A. Project Management

1. Review of Design Documents & Design Recommendations: If requested by the District, following the fully coordinated submittal required by the A-E contract, the Consultant shall review the design documents for clarity, internal consistency, constructability, coordination and consistency with the scope of the Project. In addition, the Consultant shall promptly report to the District and the Design Professional any errors or omissions that it discovers in the design documents. At the direction of the District only, this review may be completed by a third party or separate consultant and reimbursed by the District.

   a) The results of the review shall be provided to the District in writing and as notations on the documents. The Consultant shall also make recommendations to the District with respect to constructability, construction cost, sequence of construction, construction duration and separation of the contracts for various projects into categories of the work. By performing the reviews described herein, the Consultant is not acting in a manner so as to assume responsibility or liability, in whole or in part, for all or any part of the Project design and design documents. The Consultant's actions in reviewing the Project design and design documents and in making recommendations as provided herein are advisory only to the District. The Design Professional is not a third party beneficiary of the Consultant's work described in this paragraph, and the Design Professional remains solely responsible for the contents of design drawings and design documents.

   b) District's Design Reviews: The Consultant shall assist in expediting the District's design reviews by compiling and conveying the District's comments to the Design Professional and the LLB Entity.

2. Design Phase Information: The Consultant shall coordinate and expedite the flow of information between the District, Design Professional, the LLB Entity and others.

3. Project Meetings: The Consultant, the District, the Design Professional and others shall attend regular project meetings conducted by the LLB Entity or the Consultant. Such meetings shall serve as a forum for the exchange of information concerning the Project and review of design progress. The LLB Entity or the Consultant shall prepare and distribute minutes of these meetings to the Consultant, District, Design Professional and others, as agreed to by the District.

4. Approvals by Regulatory Agencies: The Consultant shall coordinate transmittal of documents to regulatory agencies for review and shall advise the District of potential problems in completion of such reviews.

B. Front-End Documents: The Consultant shall assist the District in the preparation of project-specific front end and Construction Administrative Procedures Manual documents for the Construction Contract, using the standard Division 0 and Division 1 front end documents provided by the District.

C. Consultants: The Consultant, in consultation with the Design Professional, shall assist the District in selecting, retaining and coordinating the professional services of testing laboratories and special consultants as needed.

D. Project Funding: The Consultant shall assist the District in preparing documents concerning the Project Budget and Construction Budget for use in obtaining or reporting on project funding. The documents shall be prepared in a form approved by the District.

E. Cost Management

1. Project Budget and Construction Budget Updates and Revisions: As design proceeds, the Consultant shall make periodic reviews of the Project Budget and the Construction Budget and make recommendations to the District on the impact of design changes that may result in revisions to the Project Budget, Construction Budget and/or established project strategy based on the construction estimates provided by the LLB Entity.

2. Cost Control and Estimating: Following fully coordinated submittals of design drawings and specifications from the Design Professional, and if requested by the District, the Consultant shall prepare an estimate of the Project Construction Cost.

   a) The estimate for each submittal shall be accompanied by a report to the District and Design Professional identifying variances from the Project Budget and Construction Budget. The Consultant shall coordinate and assist in expediting the activities of the District and Design Professional when changes to the design are required to remain within the Project Budget and Construction Budget.

   b) The Consultant shall conduct a meeting to reconcile the estimates prepared by the Design team and the LLB Entity and review the variances.

F. Time Management

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

II. Bid and Award Phase

A. Project Management

1. Information to Bidders: The Consultant shall develop and coordinate procedures to provide answers to the LLB Entity's questions.

2. Addenda: The Consultant shall receive from the Design Professional a copy of all Addenda. The Consultant shall review Addenda for clarity and consistency. The Consultant shall distribute a copy of all Addenda to the LLB Entity receiving documents. By performing the reviews and distributions described herein, the Consultant is not acting in a manner so as to assume responsibility or liability, in whole or in part, for all or any part of the Project design contents or the design documents.

3. Bid Opening and Recommendations: The Consultant shall assist the District in reviewing the TBR Binder provided by the LLB Entity and review all LLB Entity's self-performing bids.

4. Post bid Conference: The Consultant shall conduct a post-bid conference with the LLB Entity to review contract award procedures, schedules, project staffing and other pertinent issues.

5. Construction Contracts: The Consultant shall assist the District in the assembly, delivery and execution of the Site and Facility Leases. The Consultant shall issue to the LLB Entity the notice of award and the notice to proceed provided by the District.

6. Pre-Construction Conference: In consultation with the District and Design Professional, the Consultant shall conduct a pre-construction conference during which the Consultant shall review the Project organization, communication protocols, badging, security, responsibilities and other general project procedures.

7. Permits, Insurance and Labor Affidavits: The Consultant shall assist the District in verifying that the LLB Entity has secured the bonds, insurance, labor affidavits and other requirements of the Contract Documents.

B. Cost Management

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

2. Project Cost Reports: The Consultant shall prepare (if required by the District) and distribute project cost reports during the bid and award phase. The reports shall specify actual award prices and construction costs for the Project compared to the Project Budget and the Construction Budget.

3. Cash Flow Reports: The Consultant shall prepare and distribute cash flow reports on a quarterly basis during all phases of the project. The reports shall be based on actual award prices and construction costs for the Project, as may be modified by change order, and the reports shall specify actual expenditures and projected cash flow.

C. Time Management

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

III. Construction Phase

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

A. Project Management

1. On-Site Management and Construction Phase Communication Procedures: The Consultant shall provide contract administration as an agent of the District and establish and implement coordination and communication procedures among the Consultant, District, Design Professional, Project Inspector and LLB Entity. The Consultant shall provide quarterly written reports to the District and the Design Professional on the progress of construction.

2. Construction Administration Procedures: The Consultant shall implement the District's procedures for expediting and processing requests for information, submittals, substitutions, construction contract schedule adjustments, requests for proposals, proposed change orders, contingency draws, change orders, construction change directives, and payment requests and for the maintenance of logs for tracking all relevant information related to the above. The Consultant shall maintain, or monitor the completion by others, required daily job reports containing a record of weather,

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

construction contractors working on site, number of workers, work accomplished, problems encountered and other similar relevant data as the District may reasonably require. As the District's representative at the construction site, the Consultant shall be the party to whom requests for information, submittals, substitutions, LLB Entity schedule adjustments, change order requests, proposed change orders and payment applications shall be submitted.

3. Project Site Meetings: The Consultant shall conduct weekly coordination meetings at the Project site with the LLB Entity's supervisory personnel, subcontractor personnel as appropriate, the Commissioning Consultants, District and the Design Professional as appropriate. The Consultant shall record, transcribe and distribute minutes to all attendees, the District and Design Professional.

4. Coordination of Other Independent Consultants: Technical inspection, Commissioning and testing provided by the Design Professional or others shall be coordinated by the Consultant. The Consultant shall be provided a copy of all inspection and testing reports on the day of the inspection or test or within a reasonable time period. The Consultant is not responsible for providing, nor does the Consultant control, the actual performance of technical inspection and testing. The Consultant is performing a coordination function and is not acting in a manner so as to assume responsibility or liability, in whole or in part, for any part of such inspection and testing.

5. Review of Requests for Changes to the Contract Time and/or Sum: The Consultant shall review the contents of requests for changes to the construction contract time or construction contract sum submitted by the LLB Entity, assemble information concerning the request and endeavor to determine the cause of the requests and make recommendations to the District with respect to acceptance of the requests. The Consultant will implement the District's decisions regarding all requests for changes to the construction contract time and/or construction contract sum. All changes to the construction time and/or sum shall be only by written change order or proposed change order signed by the District, or by construction change directive executed by either the District or the Consultant stating that the extra work or change is authorized. *See also* Article IV.B.1 below of this Exhibit C2.

6. Record Documents, Operation and Maintenance Materials, Project Close-Out Documents: The Consultant shall receive from the LLB Entity as-built record documents, operation and maintenance manuals ("O&M Manuals"), warranties and guarantees for materials and equipment installed on the Project, and all other close-out documents required by the Construction Contract and Construction Administrative Procedures Manual; shall review such documents for completeness; shall submit the as-built record documents and O&M Manuals to A-E and, if required, to the District's inspector(s) for review and approval of O&M Manuals and the creation of formal as-built record documents, including in electronic format; shall receive the record documents and O&M Manuals from the A-E and shall submit such documents, as well as all other close-out documents required by the construction contract documents, to the District.

7. Completion:

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

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

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

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

8. Final Payment: In consultation with the Design Professional and District's inspector, and in accordance with the Construction Contract, the Consultant shall provide to the District a written recommendation regarding final lease payment to the LLB Entity for the Construction Phase and process the final payment process as follows:

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

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

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

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

B. Cost Management

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

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

Consultant shall prepare and issue a contingency draw, a construction change directive or a change order, including obtaining all required signatures. If, in consultation with the District and the Design Professional, the Consultant believes the change is in the best interest of the Project but is unable to come to agreement with the LLB Entity as to the time and cost impact, or if time does not permit processing a change order prior to implementation of the change, the Consultant shall prepare and issue a construction change directive, including obtaining all necessary signatures, directing the LLB Entity to proceed with the change.

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

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

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

2. Cost Records: In instances when the work described in a request for a proposal, construction change directive or change order is performed on a time and material basis, the Consultant shall obtain on a daily basis from the LLB Entity Daily Extra Work Reports recording the labor for each day work is performed pursuant to such proposed change order, construction change directive, or change order. The Consultant shall review and sign each Daily Extra Work report confirming, in consultation with the District's inspector if necessary, that the labor in fact was spent for the change. Additionally, the Consultant shall obtain from the LLB Entity on a daily basis, an itemized accounting, together with appropriate invoices and other supporting records, showing the cost of payroll, materials and equipment and the amount of payments to subcontractors incurred by the LLB Entity in performing the work. On a monthly basis,

the Consultant shall obtain from the LLB Entity with the accompanying progress payment request a reconciliation for all work performed on a time and material basis during the period of the progress payment. The Consultant shall obtain from the LLB Entity a final reconciliation within thirty (30) days after the changed work is completed, which reconciliation shall recap all costs and appropriate markups for the period.

3. Progress Payments: In consultation with the Design Professional and inspector, the Consultant shall review the payment applications submitted by each LLB Entity and; shall confirm that all waivers, schedule updates, payroll and other documentation required by the Construction Contract and Construction Administrative Procedures Manual have been submitted by the LLB Entity; and, upon confirming the amount due and that all required documents have been submitted, shall prepare and forward to the District a progress payment report. The report shall state the total Construction Contract price, payments to date, current payment requested, amounts to be withheld and the basis therefore, and actual amounts owed for the current period.

4. Lease Payments: In accordance with the requirements of Exhibit D to any Facilities Lease, and in consultation with the Design Professional and inspector, the Consultant shall monitor construction performance and progress and notify the District whether grounds exist for withholding all or any portion of a lease payment, including without limitation failure to provide any reports that are a condition of receiving lease payments, defective work not remedied, delay in progress, claims or potential claims from subcontractors and suppliers, or other grounds on which the District has a right or obligation to withhold lease payments. The Consultant shall prepare and forward to the District a lease payment report stating the Total Base Rent, lease payments to date, current lease payment, contingencies and allowances authorized, contingencies and allowances used to date, and amounts withheld and the basis therefore (if any).

5. Project and Construction Budget Revision: The Consultant shall make recommendations to the District on the impact of construction changes that may result in revision to the Project Budget and Construction Budget.

6. Cash Flow Monitoring: The Consultant shall review cash flow during the construction phase and notify District of any concerns raised by comparing actual cash flow to projected cash flow.

C. Time Management

1. LLB Entity's Construction Schedule; Project Schedule Update: The Consultant shall review the LLB Entity's construction schedule and shall verify that the schedule is prepared in accordance with the requirements of the Construction Contract documents and that it establishes a completion date(s) that complies with the requirements of the Construction Contract documents. The Consultant shall adjust and update the Project Schedule based on the LLB Entity's construction schedule and shall distribute copies of the updated Project Schedule to the District and Design Professional.

2. Construction Schedule Updates: The Consultant shall, on a monthly basis, review the LLB Entity's schedule updates required to be submitted with its progress payment applications; verify that the schedule update is prepared in accordance with the Construction Contract documents; evaluate the percentage complete for each activity as indicated in the LLB Entity's schedule; and review such percentages with the LLB Entity. The Consultant shall, on a weekly basis, review the LLB Entity's weekly short interval schedules to verify that they are prepared in accordance with the requirements of the Construction Contract documents and that they accurately reflect the status of the Project. The Consultant shall review any other revisions to the construction schedule submitted by the LLB Entity pursuant to the Construction Contract documents to determine whether the requested changes to the approved construction contract schedule are acceptable.

3. Construction Schedule Reports: The Consultant shall prepare and distribute to the District on a monthly basis a construction schedule report. The report shall indicate the actual progress compared to scheduled progress. The Consultant shall advise and make recommendations to the District concerning the alternative courses of action that the District may take in its efforts to achieve contract compliance by the LLB Entity. The Consultant shall update the Project Schedule based on the Consultant's evaluation of the information received from the LLB Entity.

4. Consultant Review of Time Extension Requests: The Consultant shall review schedule fragnets submitted by the LLB Entity for time extension requests. Prior to the issuance of change orders or written directives, the Consultant shall advise the District as to the effect on the Project Schedule of time extensions requested by the LLB Entity and validity of the requests.

5. Recovery Schedules: The Consultant shall review recovery schedules submitted by the LLB Entity for compliance with the Construction Contract documents, the approved construction contract schedule and/or the Construction Contract completion date.

D. Project Management Information System (PMIS)

In addition to the other reports described above to be provided during the construction phase, the Consultant shall prepare and distribute the following (See Exhibit B for more information):

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

2. LLB Entity's Safety Program Report: The Consultant shall verify that safety programs are submitted to the District by the LLB Entity, as required by the Construction Contract documents. The Consultant shall not be responsible for or have any liability in whole or in part for LLB Entity implementation of or compliance with LLB Entity safety programs, safety laws and/or regulations, nor shall the Consultant be responsible for the adequacy

or completeness of LLB Entity safety programs or the LLB Entity's compliance and performance thereof. The Consultant has no responsibility for review of safety programs.

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

IV. Post-Construction Phase

A. Project Management

1. Record Documents: The Consultant shall coordinate and expedite submittals of Information from the LLB Entity for as-built record drawings and specification preparation and shall coordinate and expedite the transmittal of record documents to the District.

1. Organize and Index Operation & Maintenance Materials: Prior to final completion of the Project, the Consultant shall compile manufacturers' operations and maintenance manuals, warranties and guarantees as received from the LLB Entity, and submit such documents to the District.

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

B. Cost Management

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

C. Time Management

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

V. Additional Services

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

A. Performance of technical inspection and testing.

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

C. Services made necessary by the default of the LLB Entity.

D. Preparation for and serving as a witness in connection with any public or private hearing or arbitration, mediation or legal proceeding.

Exhibit C3

Agreement Between

Sacramento City Unified School District

And

_____

For

Construction Management Services

CONSTRUCTION MANAGER'S BASIC SERVICES

Design-Bid-Build

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

I. Design Phase

A. Project Management

1. Review of Design Documents & Design Recommendations: Following the fully coordinated submittal required by the A-E contract, the Consultant shall review the design documents for clarity, internal consistency, constructability, coordination and consistency with the scope of the Project. In addition, the Consultant shall promptly report to the District and the Design Professional any errors or omissions that it discovers in the design documents. At the direction of the District only, this review may be completed by a third party or separate consultant and reimbursed by the District.

   a) The results of the review shall be provided to the District in writing and as notations on the documents. The Consultant shall also make recommendations to the District with respect to constructability, construction cost, sequence of construction, construction duration and separation of the contracts for various projects into categories of the work. By performing the reviews described herein, the Consultant is not acting in a manner so as to assume responsibility or liability, in whole or in part, for all or any part of the Project design and design documents. The Consultant's actions in reviewing the Project design and design documents and in making recommendations as provided herein are advisory only to the District. The Design Professional is not a third party beneficiary of the Consultant's work described in this paragraph, and the Design Professional remains solely responsible for the contents of design drawings and design documents.

   b) District's Design Reviews: The Consultant shall assist in expediting the District's design reviews by compiling and conveying the District's comments to the Design Professional.

2. Design Phase Information: The Consultant shall coordinate and expedite the flow of information between the District, Design Professional and others.

3. Project Meetings: The Consultant shall conduct regular project meetings attended by the District, Design Professional and others. Such meetings shall serve as a forum for the exchange of information concerning the Project and review of design progress. The Consultant shall prepare and distribute minutes of these meetings to the District, Design Professional and others, as agreed to by the District.

4. Approvals by Regulatory Agencies: The Consultant shall coordinate transmittal of documents to regulatory agencies for review and shall advise the District of potential problems in completion of such reviews.

B. Front-End Documents: The Consultant shall assist the District in the preparation of project-specific front end documents for the Construction Contract, using the standard Division 0 and Division 1 front end documents provided by the District.

C. Consultants: The Consultant, in consultation with the Design Professional, shall assist the District in selecting, retaining and coordinating the professional services of testing laboratories and special consultants as needed.

D. Project Funding: The Consultant shall assist the District in preparing documents concerning the Project Budget and Construction Budget for use in obtaining or reporting on project funding. The documents shall be prepared in a form approved by the District.

E. Cost Management

1. Project Budget and Construction Budget Updates and Revisions: As design proceeds, the Consultant shall make periodic reviews of the Project Budget and the Construction Budget and make recommendations to the District on the impact of design changes that may result in revisions to the Project Budget, Construction Budget and/or established project strategy.

2. Cost Control and Estimating: Following fully coordinated submittals of design drawings and specifications from the Design Professional, and if requested by the District, the Consultant shall prepare an estimate of the Project Construction Cost.

   a) The estimate for each submittal shall be accompanied by a report to the District and Design Professional identifying variances from the Project Budget and Construction Budget. The Consultant shall coordinate and assist in expediting the activities of the District and Design Professional when changes to the design are required to remain within the Project Budget and Construction Budget.

F. Time Management

1. The Consultant shall prepare and distribute updates to the Project Schedule as design proceeds. If the Project Schedule indicates that milestone dates contained in prior Project Schedules will not be met, the Consultant shall notify and make

recommendations to the District and Design Professional.

II. Bid and Award Phase

A. Project Management

1. Bidders' Interest Campaign: The Consultant shall conduct a telephone and correspondence campaign to attempt to increase interest among qualified bidders, utilizing the District's Contractor list.

2. Notices and Advertisements: The Consultant shall assist the District in preparing and placing notices and advertisements to solicit bids for the Project.

3. Delivery of Bid Documents: The Consultant shall coordinate the delivery of the Construction Contract documents, which include the bid documents, to the bidders. The District shall obtain the District-approved Construction Contract documents from the Design Professional, and the Consultant shall arrange for printing, binding, wrapping and delivery to the bidders. The Consultant shall maintain a list of bidders receiving the Construction Contract documents.

4. Pre-bid Conferences: In conjunction with the District and Design Professional, the Consultant shall conduct pre-bid conferences. These conferences shall be forums for the District, Consultant and Design Professional to explain the Project requirements to the bidders, including information concerning schedule requirements, time and cost control requirements, access requirements, the District's administrative requirements, technical and other information.

5. Information to Bidders: The Consultant shall develop and coordinate procedures to provide answers to bidders' questions.

6. Addenda: The Consultant shall receive from the Design Professional a copy of all Addenda. The Consultant shall review Addenda for clarity and consistency. The Consultant shall distribute a copy of all Addenda to each bidder receiving documents. By performing the reviews and distributions described herein, the Consultant is not acting in a manner so as to assume responsibility or liability, in whole or in part, for all or any part of the Project design contents or the design documents.

7. Bid Opening and Recommendations: The Consultant shall assist the District in bid opening and shall evaluate the bids for responsiveness and price. If the Project requires prequalification of bidders and/or subcontractors, the Consultant shall assist the District in confirming whether bidders and listed subcontractors are prequalified. The Consultant shall confirm that any bidder submitting a bid for a public works contract with the District is registered with the California Department of Industrial Relations ("DIR") as a public works contractor, and that all subcontractors listed in any such bid also are so registered. The Consultant shall confirm that any bidder recommended for award of a public works contract by the District is registered with the DIR as public works contractor, and that all subcontractors who will work on such Projects also are so registered. The Consultant shall confirm that all contractors and subcontractors working on public works Projects for the District are registered with the DIR as public works

contractors, regardless of the bid or contract award date. If information is brought to the District's or Consultant's attention reasonably tending to indicate that a low bidder is not a responsible bidder, then the Consultant shall investigate and evaluate such information, and shall make a recommendation to the District based on the investigation. The Consultant shall make recommendations to the District concerning the acceptance or rejection of bids.

8. Post bid Conference: The Consultant shall conduct a post-bid conference with the intended awardee to review contract award procedures, schedules, project staffing and other pertinent issues.

9. Construction Contracts: The Consultant shall assist the District in the assembly, delivery and execution of the Construction Contract documents. The Consultant shall issue to the Contractor the notice of award and the notice to proceed provided by the District.

10. Pre-Construction Conference: In consultation with the District and Design Professional, the Consultant shall conduct a pre-construction conference during which the Consultant shall review the Project organization, communication protocols, badging, security, responsibilities and other general project procedures.

11. Permits, Insurance and Labor Affidavits: The Consultant shall assist the District in verifying that the Contractor has secured the bonds, insurance, labor affidavits and other requirements of the Contract Documents.

B. Cost Management

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

2. Project Cost Reports: The Consultant shall prepare (if required by the District) and distribute project cost reports during the bid and award phase. The reports shall specify actual award prices and construction costs for the Project compared to the Project Budget and the Construction Budget.

3. Cash Flow Reports: The Consultant shall prepare and distribute cash flow reports on a quarterly basis during all phases of the project. The reports shall be based on actual award prices and construction costs for the Project, as may be modified by change order, and the reports shall specify actual cash flow compared to projected cash flow.

C. Time Management

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

III. Construction Phase

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

A. Project Management

1. On-Site Management and Construction Phase Communication Procedures: The Consultant shall provide contract administration as an agent of the District and establish and implement coordination and communication procedures among the Consultant, District, Design Professional, Project Inspector and contractors. The Consultant shall provide quarterly written reports to the District and the Design Professional on the progress of construction.

2. Construction Administration Procedures: The Consultant shall implement the District's procedures for expediting and processing requests for information, submittals, substitutions, construction contract schedule adjustments, requests for proposals, proposed change orders, change orders, construction change directives, and payment requests and for the maintenance of logs for tracking all relevant information related to the above. The Consultant shall maintain, or monitor the completion by others, required daily job reports containing a record of weather, construction contractors working on site, number of workers, work accomplished, problems encountered and other similar relevant data as the District may reasonably require. As the District's representative at the construction site, the Consultant shall be the party to whom requests for information, submittals, substitutions, Contractor schedule adjustments, change order requests, proposed change orders and payment applications shall be submitted.

3. Project Site Meetings: The Consultant shall conduct weekly coordination meetings at the Project site with the Contractor's supervisory personnel, subcontractor personnel as appropriate, the District and the Design Professional as appropriate. The Consultant shall record, transcribe and distribute minutes to all attendees, the District and Design Professional.

4. Coordination of Other Independent Consultants: Technical inspection and testing provided by the Design Professional or others shall be coordinated by the Consultant. The Consultant shall be provided a copy of all inspection and testing reports on the day of the inspection or test or within a reasonable time period. The Consultant is not responsible for providing, nor does the Consultant control, the actual performance of technical inspection and testing. The Consultant is performing a coordination function

and is not acting in a manner so as to assume responsibility or liability, in whole or in part, for any part of such inspection and testing.

5. Review of Requests for Changes to the Contract Time and/or Sum: The Consultant shall review the contents of requests for changes to the construction contract time or construction contract sum submitted by the Contractor, assemble information concerning the request and endeavor to determine the cause of the requests and make recommendations to the District with respect to acceptance of the requests. The Consultant will implement the District's decisions regarding all requests for changes to the construction contract time and/or construction contract sum. All changes to the construction time and/or sum shall be only by written change order or proposed change order signed by the District, or by construction change directive executed by either the District or the Consultant stating that the extra work or change is authorized. *See also* Article IV.B.1 below of this Exhibit C3.

6. Record Documents, Operation and Maintenance Materials, Project Close-Out Documents: The Consultant shall receive from the Contractor as-built record documents, operation and maintenance manuals ("O&M Manuals"), warranties and guarantees for materials and equipment installed on the Project, and all other close-out documents required by the Construction Contract and Construction Administrative Procedures Manual; shall review such documents for completeness; shall submit the as-built record documents and O&M Manuals to A-E and, if required, to the District's inspector(s) for review and approval of O&M Manuals and the creation of formal as-built record documents, including in electronic format; shall receive the record documents and O&M Manuals from the A-E and shall submit such documents, as well as all other close-out documents required by the construction contract documents, to the District.

7. Completion:

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

b) Pursuant to the Construction Contract, the Contractor may request final payment when the Contractor determines that all of the work on the Project is complete and contends either that all items on the punch list have been satisfied or that such items are not required by the Construction Contract Documents. In consultation with the Design Professional and the District's inspectors, the Consultant shall review the Contractor's request for final completion/final payment and shall recommend to the District when the Project and the Contractor's work have achieved final completion, including, without limitation, when all close-out documents required by the Construction Contract and Construction Administrative Procedures Manual for final payment have been submitted. The

Consultant shall, prior to recommending that the Project is complete, compile a list of incomplete work which does not conform to the Contract Documents based on input from the Design Professional and the District's inspectors.

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

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

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

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

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

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

B. Cost Management

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

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

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

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

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

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

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

4. Project and Construction Budget Revision: The Consultant shall make recommendations to the District on the impact of construction changes that may result in revision to the Project Budget and Construction Budget.

5. Cash Flow Monitoring: The Consultant shall review cash flow during the construction phase and notify District of any concerns raised by comparing actual cash flow to projected cash flow.

C. Time Management

1. Contractor's Construction Schedule; Project Schedule Update: The Consultant shall review the Contractor's construction schedule and shall verify that the schedule is prepared in accordance with the requirements of the Construction Contract documents and that it establishes a completion date(s) that complies with the requirements of the Construction Contract documents. The Consultant shall adjust and update the Project Schedule based on the Contractor's construction schedule and shall distribute copies of the updated Project Schedule to the District and Design Professional.

2. Construction Schedule Updates: The Consultant shall, on a monthly basis, review the Contractor's schedule updates required to be submitted with its progress payment applications; verify that the schedule update is prepared in accordance with the Construction Contract documents; evaluate the percentage complete for each activity as indicated in the Contractor's schedule; and review such percentages with the Contractor. The Consultant shall, on a weekly basis, review the Contractor's weekly short interval schedules to verify that they are prepared in accordance with the requirements of the Construction Contract documents and that they accurately reflect the status of the Project. The Consultant shall review any other revisions to the construction schedule submitted by the Contractor pursuant to the Construction Contract documents to determine whether the requested changes to the approved construction contract schedule are acceptable.

3. Construction Schedule Reports: The Consultant shall prepare and distribute to the District on a monthly basis a construction schedule report. The report shall indicate the actual progress compared to scheduled progress and shall serve as the basis for the progress payments to the Contractor. The Consultant shall advise and make recommendations to the District concerning the alternative courses of action that the District may take in its efforts to achieve contract compliance by the Contractor. The Consultant shall update the Project Schedule based on the Consultant's evaluation of the information received from the Contractor.

4. Consultant Review of Time Extension Requests: The Consultant shall review schedule fragnets submitted by the Contractor for time extension requests. Prior to the issuance of change orders or written directives, the Consultant shall advise the District as to the effect on the Project Schedule of time extensions requested by the Contractor and validity of the requests.

5. Recovery Schedules: The Consultant shall review recovery schedules submitted by the Contractor for compliance with the Construction Contract documents, the approved construction contract schedule and/or the Construction Contract completion date.

D. Project Management Information System (PMIS)

In addition to the other reports described above to be provided during the construction phase, the Consultant shall prepare and distribute the following (See Exhibit B for more information):

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

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

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

IV. Post-Construction Phase

A. Project Management

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

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

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

B. Cost Management

1. After final payment, the Consultant shall prepare and distribute to the District a final cost report comparing actual construction costs to the Project Budget and Construction

Budget, explaining any variances between the actual and budgeted costs.

C. Time Management

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

V. Additional Services

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

A. Performance of technical inspection and testing.

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

C. Services made necessary by the default of the Contractor.

D. Preparation for and serving as a witness in connection with any public or private hearing or arbitration, mediation or legal proceeding.

Exhibit D

Agreement Between

Sacramento City Unified School District

And

_____.

For

Construction Management Services

CM CERTIFICATION

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

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

Executed this _____ day of_____, 2024, in _____ County, California.

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

_____
(Title)

_____
(Signature)

Exhibit E

Agreement Between

Sacramento City Unified School District

And

_____.

For

Construction Management Services

BADGE CERTIFICATION

Exhibit G

CRIMINAL BACKGROUND INVESTIGATION /FINGERPRINTING CERTIFICATION

The undersigned does hereby certify to the District that I am a representative of the Contractor currently under contract with the District; that I am familiar with the facts herein certified; and that I am authorized and qualified to execute this certificate on behalf of Contractor.

Contractor certifies that it has taken at least one of the following actions (check all that apply):

☐ Pursuant to Education Code section 45125.2(a), Contractor has installed or will install, prior to commencement of Work, a physical barrier at the Work Site, that will limit contact between Contractor's employees, Subcontractors or suppliers and District pupils at all times; and/or

☐ Pursuant to Education Code section 45125.2(a), Contractor certifies that all employees will be under the continual supervision of, and monitored by, an employee of the Contractor who the California Department of Justice ("DOJ") has ascertained, or as described below, will ascertain, has not been convicted of a violent or serious felony. The name and title of the employee who will be supervising Contractor's and its subcontractors' or suppliers' employees is:

Name: _____

Title: _____

NOTE: If Contractor is a sole proprietor, and elects the above option, Contractor must have the above-named employee's fingerprints prepared and submitted by District for submission to the DOJ, in accordance with Education Code section 45125.1(h). No work shall commence until such determination by DOJ has been made.

☐ Pursuant to Education Code section 45125.2(a), the District will take appropriate steps to protect the safety of any pupils that may come in contact with Contractor's employees, subcontractors or suppliers so that the fingerprinting and criminal background investigation requirements of Education Code section 45125.2 shall not apply to Contractor under the Contract.

☐ The Work on the Contract is either (i) at an unoccupied school site and no employee of Contractor and/or subcontractor or supplier of any tier of the Contract shall come in contact with the District pupils or (ii) if Contractor's employees or any subcontractor or supplier of any tier of the Contract interacts with pupils, such interaction shall only take place under the immediate supervision and control of the pupil's parent or guardian or a school employee, so that the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 shall not apply to Contractor under the Contract.

☐ The Contractor, who is not a sole proprietor, has complied with the fingerprinting requirements of Education Code section 45125.1 with respect to all Contractor's employees and all of its Subcontractors' employees who may have contact with District pupils in the course of providing services pursuant to the Contract, and the DOJ has determined (A) that none of those employees has been convicted of a felony, as that term is defined in Education Code section 45122.1 and/or (B) that the prohibition does not apply to an employee as provided by Education Code section 45125.1(e)(2) or (3). When the Contractor performs the criminal background check, it shall immediately provide any subsequent arrest and conviction information it receives to the District pursuant to the subsequent arrest service. No work shall commence until the Department of Justice ascertains that Contractor's employees and any subcontractors' employees have not been convicted of a felony as defined in Government Code Section 45122.1.

A complete and accurate list of Contractor's employees and of all of its subcontractors' employees who may come in contact with District pupils during the course and scope of the Contract is attached hereto as EXHBIT B FORM OF CONTRACT" and/or

☐ The Contractor is a sole proprietor and intends to comply with the fingerprinting requirements of Education Code section 45125.1(h) with respect to all Contractor's employees who may have contact with District pupils in the course of providing services pursuant to the Contract, and hereby agrees to the District's preparation and submission of fingerprints such that the DOJ may determine (A) that none of those employees has been convicted of a felony, as that term is defined in Education Code section 45122.1 and/or (B) that the prohibition does not apply to an employee as provided by Education Code section 45125.1(e)(2) or (3). No work shall commence until the Department of Justice ascertains that Contractor's employees and any subcontractors' employees have not been convicted of a felony as defined in Government Code Section 45122.1.

Contractor's responsibility for background clearance extends to all of its employees, Subcontractors or suppliers, and employees of Subcontractors or suppliers coming into contact with District pupils regardless of whether they are designated as employees or acting as independent contractors of the Contractor.

EXHIBIT B TO FORM OF CONTRACT

List of Employees/Subcontractors With DOJ Clearance

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

If further space is required for the list of employees/subcontractors, attach additional copies of this page.

Date: _____

Proper Name of Contractor: _____

Signature: _____

Print Name: _____

Title: _____

Exhibit F

Agreement Between

Sacramento City Unified School District

And

_____.

For

Construction Management Services

BADGE CHECKOUT FORM

Exhibit H

Agreement Between

Sacramento City Unified School District

And

_____

For

Construction Management Services

Design Build
Responsibility Matrix

	DISTRICT / Program Manager	CM Firm	Criteria Architect	P.I.	Design Builder
Pre-Design Phase					
Identification and prioritization of projects	Primary				
Conduct project integration exercise	Primary				
Identify criteria design professional	Primary				
Prepare criteria design professional contract	Primary				
Provide existing record drawings	Primary				
Prepare / Process Project Scope Statement	Assists/ Primary				
Provide detailed written educational program	Primary		Assists		
Prepare Criteria Documents	Assists	Assists	Primary		
Develop Conceptual Cost	Primary		Assist		

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

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

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

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

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

	DISTRICT / Program Manager	CM Firm	Criteria Architect	P.I.	Design Builder
Record documents	Reviews	Assists		Reviews	Primary
Warranty inspection	Primary	Assists			
Commissioning	Assists	Assists		Assists	Primary

Exhibit I

Agreement Between

Sacramento City Unified School District

And

_____

For

Construction Management Services

Lease-Leaseback
Responsibility Matrix

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

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

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

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

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

	DISTRICT/ Program Manager	CM Firm	AE	P.I.	LLB Entity
Commissioning	Assists	Assists	Primary	Assists	Assists

Exhibit J

Agreement Between

Sacramento City Unified School District

And

_____

For

Construction Management Services

Design Bid Build
Responsibility Matrix

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

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

	DISTRICT/ Program Manager	CM Firm	A/E	P.I.	G.C.
Review schematic design drawings	Assists	Primary			
Prepare design development drawings and specifications		Review	Primary		
Review design development drawings and specifications	Assists	Primary		Assists	
Preparation of final construction documents (Excluding front end docs)		Assists	Primary		
Preparation of front end documents - templates provided by District		Primary			
Review of final construction documents	Assists	Primary		Assists	
Cost estimating and budget tracking	Assists	Primary			
Maintaining document production schedule		Assists	Primary		
Preparation of State funding application documents	Primary	Assists	Assists		
All required reviews by DSA		Assists	Primary		
Third party review for QC and coordination of documents		Primary			
Incorporation of DSA back check comments		Assists	Primary		

	DISTRICT/ Program Manager	CM Firm	A/E	P.I.	G.C.
Packaging bid documents	Assists	Primary	Assists		
Submittal of documents to State funding agency	Assists	Primary	Assists		
Tracking of State funding status	Primary				
Bid & Award Phase					
Reproduction and distribution of bid documents		Primary			
Contractor marketing	Assists	Primary	Assists		
Pre-bid meeting	Assists	Primary	Assists	Assists	
Addenda		Assists	Primary		
Bid opening	Primary	Assists			
Recommendation for award	Primary	Assists			
Preparation of State funding post-bid documents	Primary	Assists			
Draft and issue contracts provided by District		Primary			
Review insurance and bonds	Primary				
Issue notice of intent to award	Primary	Assists			
Issue notice to proceed	Primary	Assists			
Construction Phase					
Schedule review		Primary			
Submittal review		Assists	Primary		
Issuance of Architects Instructional Bulletins		Assists	Primary		

	DISTRICT/ Program Manager	CM Firm	A/E	P.I.	G.C.
Issuance of Requests for Proposal		Primary			
Issue proposed change orders					Primary
Approval of PCO	Primary	Assists	Assists		
Issue Construction Change Directive	Assists	Primary	Assists		
Change order approval	Primary	Assists	Assists		
Change orders and cost issues	Assists	Primary	Assists		
Issue request for information					Primary
Respond to RFI		Assists	Primary		
Address all technical issues	Assists	Assists	Primary		
Oversee construction quality	Assists	Assists	Assists	Primary	
Carry out work on schedule		Monitor			Primary
Prepare progress payment application w/ schedule of values					Primary
Review as-built drawings		Assists		Primary	
Review progress payment applications		Primary	Assists	Assists	
Interface with staff at occupied site	Primary	Assists			
Hazardous material inspection	Primary	Assists			
Coordinate moving of staff	Assists	Primary			
Construction cleanup		Monitors		Monitors	Primary

	DISTRICT/ Program Manager	CM Firm	A/E	P.I.	G.C.
Means, methods and materials		Monitors		Monitors	Primary
DSA required reports		Assists	Primary	Primary	Primary
Punch list preparation	Assists	Assists	Primary	Assists	
Punch list work completion		Monitor		Monitor	Primary
Punch list clearance		Assists	Primary	Assists	
DSA closeout documents		Assists	Primary	Assists	Assists
State funding closeout documents	Primary	Assists	Assists		
Contract closeout documents	Reviews	Reviews	Reviews		Primary
Record documents		Assists	Primary	Reviews	Assists
Warranty inspection	Primary	Assists			
Commissioning	Assists	Assists	Primary	Assists	

Exhibit K

Agreement Between

Sacramento City Unified School District

And

_____

For

Construction Management Services

FORM SERVICE ORDER

Sacramento City Unified School District
Facilities Support Services

PO # _____
Req. # _____
Vendor # _____
Project # _____

Construction Management Services, Service Order

This Service Order is by and between Sacramento City Unified School District ("District") and _____ ("Consultant"). Pursuant to this Service Order, District hereby assigns _____ project ("Project") to Consultant for construction management services in accordance with the terms and conditions of the Construction Management Master Contract Agreement by and between SCUSD and Consultant dated _____ ("Agreement").

The following summarizes information related to the Project:

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

The following personnel are assigned to the Project. Personnel listed below shall not be changed without prior District approval. Consultant shall notify District in writing if the anticipated level of effort identified under "Approximate Hours" changes materially, and the reason for the change.

Name	Position*	Hourly Rate	Approx. Hours	Max. Hours
	Senior Project Manager		___ hours/wk.	
	Project Manager		___ hours/wk.	
	Senior Field Engineer		___ hours/wk.	
	Field Engineer		___ hours/wk.	
	Project Admin/ Coordinator		___ hours/wk.	
	Estimator		___ hours/mo.	
	Scheduler		___ hours/mo.	
	Constructability Reviewer(s)		___ hours/wk. (precon. only)	

* Required positions will be specified in the Project-specific Service Order. Not all positions will be used in every Service Order.

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

☐ A flat fee of _____ percent (__%) of the final construction cost for the Project.

If the Project is to be paid by flat fee, then Consultant shall submit monthly reports indicating hours spent by personnel listed above, but shall be paid on the following schedule:

Month	**Phase**	**Payment**

On a flat fee Project, the portion of the fee to be paid during the preconstruction phase shall be no more than 20% of the anticipated cost of construction. The portion of the fee to be paid during the post-construction phase shall be no less than 5% of the cost of construction.

The anticipated Project schedule is as follows:

Preconstruction Services: [month, year] through [month, year]
Construction Phase Services: [month, year] through [month, year]
Post-Construction Phase Services: [month, year] through [month, year]

This Service Order is issued in accordance with the Agreement. By signing below, Consultant acknowledges that all terms of the Agreement apply to this Service Order, except as otherwise stated herein.

The District will process and email a copy of the Service Order to the Consultant and Facilities Construction.

_____ _____

Christopher Ralston Date Consultant Signature*
Assistant Superintendent, Facilities Support Services

_____ _____

Janea Marking Date Consultant Name Phone
Chief Business & Operations Officer

**By signing, Consultant agrees to all the terms and conditions of the Master Contract Agreement dated: 09/XX/2024.*

Exhibit L

Agreement Between

Sacramento City Unified School District

And

_____

For

Construction Management Services

INVOICE SAMPLE

Exhibit M

Agreement Between

Sacramento City Unified School District

And

_____

For

Construction Management Services

CERTIFICATION REGARDING RUSSIAN SANCTIONS

On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 regarding Economic Sanctions against Russia and Russian entities and individuals. "Economic Sanctions" hereunder refers to sanctions imposed by the United States government in response to Russia's actions in Ukraine, as those sanctions may be updated from time to time, as well as any sanctions imposed under state law. By its signature below, the Respondent represents that it is not a target of Economic Sanctions.

Should the District determine that the Respondent is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for rejection of the Respondent's Proposal **for lack of responsibility** any time prior to contract execution, or, if determined after contract execution, shall be grounds for termination for default by the District. The Contractor will be required to obtain a similar certification from all proposed trade contractors subject to the protections of Public Contract Code section 4100 *et seq.;* failure to obtain such certification and/or a determination that any such proposed subcontractor is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities will be grounds for rejection of the proposed subcontractor.

I, the official named below, declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this certification is executed on _____ at _____, California.
[Date] [City]

RESPONDENT: _____

BY: _____
Signature

_____
Type/Print Name

_____
Title