



REQUEST FOR PROPOSAL (RFP)

CONSTRUCTION PROJECT MANAGEMENT SERVICES

RFP NO. 08DEC22-MC

Mandatory Pre-Proposal Submittal Site Visit

January 31, 2023; 10:00am PST

Request For Proposal (RFP) Due Date/Time/Place

February 14, 2023; 10:00am PST

**Lynwood Unified School District; Purchasing Department, 2nd Floor
11321 Bullis Road, Lynwood, CA 90262; Atten: *Maria Camacho, Buyer***

Important: Firms interested in submitting a response to this RFP/RFQ/BID, are not to contact by any means, any Board Member, Administrator, or staff member of the District other than the designated Buyer identified above regarding this RFP/RFQ/BID. If this directive is violated, the District may deem the Firm's "submittal" to be "Non-Responsive", and no further consideration will be given.



Lynwood Unified School District

REQUEST FOR PROPOSAL (RFP)

Construction Project Management Services

RFP No: 08DEC22-MC

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ADMINISTRATIVE REQUIREMENTS

1.1 PURPOSE AND OVERVIEW

Lynwood Unified School District (“District”) requests that qualified construction project management firms (“Respondents”) submit responses to this RFP to provide owner representative services for the project. The project consists of four components: 1) demolition, 2) Deep soil mixing, 3) Construction of a three-story classroom building, and 4) Sports field upgrades on the District’s Lynwood High School campus.

1.2 DISTRICT REPRESENTATIVE / PROCUREMENT OFFICER

The individual below (referred to as the “Procurement Officer” herein) is responsible to conduct this procurement.

District Representative	Procurement Officer
Contact Name: Maria Camacho, Buyer Email: mfcamacho@mylUSD.org	Contact Name: Lisa Nixon

This individual is authorized to speak or act for the District in conducting the Procurement Process with respect to this RFP. Throughout this RFP process, Respondents shall NOT contact or communicate with any District Board Members, Administrators, or Staff Members regarding this project/procurement. All communications relating to the RFP shall be submitted in writing to Maria Camacho; Buyer who is the District Representative. Any violation of these requirements by a Respondent may constitute grounds for disqualification from this procurement.

1.3 PROCUREMENT SCHEDULE, TIMELINE, RFP ACTIVITIES

The following is a description of the principal activities to be completed under this RFP and the date for anticipated completion of each activity. The following notwithstanding, the District expressly reserves the right to amend the extent, nature or scope of RFP activities and/or the time for completing RFP activities.

Activity	Time	Date
Advertising Date		12/22/2022 12/29/2022 1/13/2023
RFP Issuance Date		1/17/2023
Mandatory Pre-Proposal and Site Visit	10:00 am PST	1/31/2023
Deadline to Submit Questions	3:00 pm PST	2/1/2023
Responses to Questions	3:00 pm PST	2/3/2023
RFP DUE DATE (Deadline to Submit the Proposal)	10:00 am PST	02/14/2023
Interviews		2/22/2023-2/23/2023
Board of Education Meeting for Award of CPM Agreement		3/9/2023

1.4 ERRORS / DISCREPANCIES / CLARIFICATION TO THE RFP

If a Respondent: (i) encounters errors or discrepancies in this RFP or portions hereof; or (ii) seeks clarification of any portion of the RFP, the Respondent shall immediately notify the District Representative via email. Responses of the District to the notice of any errors or discrepancies herein, or a clarification will be in writing. The District will issue responses by a written addendum distributed to all potential Respondents who have obtained this RFP from the District. All requests for clarification of this RFP must be submitted and actually received by the District Representative prior to the date/time for submitting RFP clarification requests as set forth in this RFP. The District will not respond to clarification requests submitted thereafter.

1.5 ADDENDA AND MODIFICATIONS

The District expressly reserves the right to modify any portion of this RFP prior to the date/time for submission of RFP Responses, including without limitation, the cancellation of this RFP. Modifications, if any, made by the District to the RFP will be in writing; potential Respondents who have obtained this RFP from the District prior to any such modifications will be issued modifications to the RFP by written addenda.

The District will not provide any oral clarifications or modifications to the RFP or the requirements hereof; no employee, officer, agent or representative of the District is authorized to provide oral clarifications or modifications to the RFP. No Respondent shall rely on any oral clarification or modification to the RFP.

1.6 MANDATORY PRE-PROPOSAL MEETING AND SITE VISIT

The District will conduct a Mandatory Pre-Proposal Meeting and Site Visit at the date/time noted in the Procurement Schedule. An RFP Response submitted by any Respondent whose representative(s) did not attend the Mandatory Pre-Proposal Meeting and Site Visit , in its entirety, will be rejected by the District as being non-responsive. Addenda will only be distributed to Respondents attending the Pre-Proposal Meeting and Site Visit. A maximum of two (2) representatives per Firm are allowed to attend the Mandatory Pre-Proposal Meeting and Site Visit.

If ADA accommodations are required, please contact the District’s Representative at least five (5) business days prior to the Pre-Proposal Meeting and Site Visit.

The Pre-Proposal Meeting and Site Visit will be held at:

Lynwood High School – Cafeteria Lounge
4050 Imperial Hwy
Lynwood, CA 90262

1.7 GENERAL PROCUREMENT TERMS AND CONDITIONS

a) RFP Response Costs

All costs and expenses incurred by a Respondent to prepare and submit a response to this RFP and all other related activities shall be borne solely and exclusively by the Respondent.

b) Negotiations

The District reserves the right to engage in (whether or not the District elects to engage in the BAFO process) negotiations with one or more Respondents regarding pricing, contract terms or other aspects of the requirements of the CPM Agreement.

c) Public Records

Except for materials specifically marked as Trade Secrets (as defined in California Civil Code §3426.1) and materials specifically marked "Confidential" or "Proprietary," all materials submitted in response to this RFP are deemed property of the District and public records upon submission to the District. The foregoing notwithstanding, the District may reject for non-responsiveness the RFP Response of a Respondent who indiscriminately notes that its RFP Response or portions thereof are "Trade Secret" "Confidential" or "Proprietary" and exempt from disclosure as a public record. The District is not liable or responsible for the disclosure of RFP Responses, or portions thereof, deemed to be public records, including those exempt from disclosure if disclosure is by law, by an order of Court, or which occurs through inadvertence, mistake or negligence on the part of the District or its agents or representatives. If the District is required to defend or otherwise respond to any action or proceeding wherein request is made for the disclosure of the contents of any portion of a RFP Response deemed exempt from disclosure hereunder, by submitting a response to this RFP, each Respondent agrees to defend, indemnify and hold harmless the District in any action or proceeding from and against any liability, including without limitation attorneys' fees arising therefrom. The party submitting materials sought by any other party shall be solely responsible for the cost and defense in any action or proceeding seeking to compel disclosure of such materials; the District's sole involvement in any such action shall be that of a stakeholder, retaining the requested materials until otherwise ordered by a court of competent jurisdiction.

d) Bid Protest

Any Respondent submitting a RFP Response to the District may file a protest of the District's intent to award the CPM Agreement provided that each and all of the following are complied with: (i) the bid protest is in writing; (ii) the bid protest is filed and received by the District's Chief Business Officer not more than three (3) calendar days following the date of issuance of the District's Notice of Intent to Award the CPM Agreement; and (iii) the written bid protest sets forth, in detail, all grounds for the bid protest, including without limitation all facts, supporting documentation, legal authorities and argument in support of the grounds for the bid protest; any matters not set forth in the written bid protest shall be deemed waived. All factual contentions must be supported by competent, admissible and creditable evidence. Any bid protest not conforming with the foregoing shall be rejected by the District as invalid. Provided that a bid protest is filed in strict conformity with the foregoing, the District's Chief Business Officer or such individual(s) as may be designated by him/her, shall review and evaluate the basis of the bid protest. The District's Chief Business Officer or other individual designated by him/her shall provide the Respondent submitting the bid protest with a written statement concurring with or denying the bid protest. Action of the District's Chief Business Officer is final and not subject to appeal to any other employee or officer of the District or the District's Board of Education. The rendition of a written statement by the District's Chief Business Officer (or his/her designee) addressing disposition of the bid protest is an express condition precedent to the institution of any legal or equitable proceedings relative to the bidding process, the District's intent to award the CPM Agreement, the District's disposition of any bid protest or the District's decision to reject all RFP Responses. In the event that any such legal or equitable proceedings are instituted and the District is named as a party thereto, the prevailing party(ies) shall recover from the other party(ies), as costs, all attorneys' fees and costs incurred in connection with any such proceeding, including any appeal arising therefrom.

21 BACKGROUND INFORMATION**a) About The District**

The District serves more than 12,800 students through 12 elementary schools, 2 middle schools, and 3 high schools. The District also provides preschool, adult and independent study programs. The District is a tight-knit community of families, parents, teachers and students who work together to create a positive environment for academic success. Members of the District's Board of Education, administrators and educators include many former students of the District who have dedicated their lives to continually raising the bar of achievement.

b) Construction Defects

The Lynwood High School campus was constructed in 2000. In June, 2020, a portion of ceiling soffits at the 5000 building on Lynwood High School campus collapsed. The campus was unoccupied at the time of the building collapse. Subsequent investigations concluded that major construction and structural deficiencies resulted in the building collapse.

c) Project Description

The District has obtained state appropriated funding for reconstruction of the Classroom Building. Reconstruction of the Classrooms Building will require:

- (i) Demolition of the existing classroom buildings ("Demolition");
- (ii) Soil stabilization with deep soil mixing ("Deep Soil Mixing");
- (iii) Construction of the Classroom Building ("Building Construction"); and
- (iv) Sports Field Upgrade ("Sports Field").

The District anticipates separate bids and contracts for completion of the Demolition, Deep Soil Mixing, Building Construction, and Sports Field Project components. The Respondent selected through this RFP will be responsible for providing construction project management services to complete all Project Components.

d) Project Architect

The District has retained PBK to serve as the Architect of Record for the Project. The Architect has completed preparation of Design Documents for the Demolition Component. The Architect has completed Design Documents for the Deep Soil Mixing, Building Construction, and Sports Field Components for submittal to DSA. The Architect is responsible for securing DSA approval of Design Documents for the Deep Soil Mixing and Building Components.

e) Design Documents

The Architect has completed Design Documents for all of the Project Components. Design Documents for the Demolition Project Component are not subject to DSA review/approval. Design Documents for the Deep Soil Mixing Project Component have been submitted to DSA with DSA approval anticipated in January, 2023. Design Documents for the Building Project Component are completed and submitted to DSA with DSA approval anticipated in April,

2023. The DSA application number for the Project Design Documents is A#03-122152. Design Documents submitted for DSA review and approval will be accessed for review upon approval; requirements for the Deep Soil Mixing and/or Building Components provided for review are subject to revisions required for DSA approval. The Project will be constructed in accordance with DSA approved Design Documents.

f) **Project Schedule**

The Architect has prepared schedules for completion of the Demolition, Deep Soil Mixing and Building Construction Project Components (“Project Schedules”) which are attached to this RFP as Exhibit 2. Completion of the Project and each Project Component in accordance with the Project Schedules is an essential objective of the District for the Project. The Respondent selected through this RFP will be required to manage tasks necessary to complete each Project Component and the Project in accordance with the Project Schedules.

g) **Project Estimates**

As of January 13, 2023:

Total project estimate: **\$131,165,000**

(One Hundred Thirty-One Million One Hundred Sixty-Five Thousand Dollars)

- (i) Demolition of the existing Building (“Demolition”): \$6,000,000;
- (ii) Soil stabilization by deep soil mixing (“Deep Soil Mixing”) \$3,200,000;
- (iii) Construction of the Classroom Building (“Building Construction”) \$110,665,000; and
- (iv) Sports Field Upgrade (“Sports Field”) \$11,300,000.

22 SCOPE OF WORK

The following is a summary Basic Services of the CPM. Additional details and descriptions can be found in the proposed contract, Exhibit 1

a) **GENERAL**

- i. Establish and monitor and confirm that the Project Budget and schedule for the Project are sufficient and reasonable for the Project.
- ii. Collaborate with various stakeholders including the District’s Personnel, governance committees, end-users, academic and operational department, Board of Education and Community at Large, via meetings and discussions.
- iii. Establish a Relationship with other project consultants and participants including without limitation the Architect, Contractors, Inspectors, Test/Inspection Service providers, Procurement Consultant, and others providing services with the design, bidding and/or construction of the project.
- iv. Establish a project and construction management team appropriately staffed to and skilled to perform the Basic Services for the Project, including but without limitation, a Project Manager and Field Representative. (if the pm or team is required to be a California licensed engineer or architect, this information must be included at the beginning as a Minimum Proposer Requirement)
- v. Assist the District with the coordination, enforcement of service, and review of payment

requests, and the resolution of any claim or disputes of other assigned Professional Services Firms under direct contract to the District and relative to this project.

- vi. Responsible for the management and control of document generation, transmission, and archiving, including web-based document management software that is accepted by the District for the Project.
- vii. Establishing and coordinating the scope of each construction contract between the District and the contractors for each Project Component (Construction Contracts) so that the collective scope of the Construction Contracts reflects the scope of Design Documents for the Demolition, Deep Soil Mixing Component, Building Component, and Sports Field Upgrade.

b) DESIGN PHASE

- i. Coordination of the services, work product, scheduling, and other related activities and functions of the Architect, the Architect's Design Consultants, and the District Consultants to obtain DSA approval
- ii. Review the Design Documents prepared by the Architect for the Project to obtain a complete understanding of the design intent and scope of the Project.

c) DEEP SOIL MIXING COMPONENT

- i. Meet, confer, and document meetings with the Architect as necessary for the CPM to fully understand the status of DSA review/approval of the Deep Soil Mixing Component Design Documents.
- ii. Develop procedures with the Architect for expediting responses to outstanding DSA review comments and to obtain DSA approval.
- iii. Review and coordinate with Procurement Specialist to prepare for bidding the Construction Contract for the Deep Soil Mixing Component

d) BUILDING COMPONENT

- i. Meet, confer, and document meetings with the Architect as necessary for the CPM to fully understand the status of DSA review/approval of the Building Component Design Documents
- ii. Develop procedures with the Architect for expediting responses to outstanding DSA review comments and to obtain DSA approval
- iii. Review the District's Construction Budget for the Project, review Estimates of Construction Costs prepared by others for the Project, and/or prepare Estimates of Construction Costs

e) SPORTS FIELD UPGRADE

- i. Meet, confer, and document meetings with the Architect as necessary for the CPM to fully understand the status of DSA review/approval of the Sports Field Upgrade Design Documents
- ii. Develop procedures with the Architect for expediting responses to outstanding DSA review comments and to obtain DSA approval
- iii. Review the District's Construction Budget for the Project, review Estimates of

Construction Costs prepared by others for the Project, and/or prepare Estimates of Construction Costs

f) CONSTRUCTION BUDGET

- i. Review of the District established Construction Budget for the Project
- ii. Ensure that construction of the Project is completed in conformity to the Construction Budget. Survey the existing labor and materials marketplace conditions in the locality of the Project to ascertain the availability of suitable labor and materials necessary to complete construction
- iii. Provide the District Representative with a written evaluation of the extent of available and suitable labor/materials to complete construction of the Project
- iv. Prior to commencement of the Bidding Phase for a Project Component, the CPM shall meet and confer with the District Representative to develop an overall strategy for bidding and constructing the Project
- v. Conduct such interviews and participate in meetings and conferences with the Architect, District staff, and others as necessary to develop a bidding and construction strategy
- vi. Review the District's standard forms of bid and contract documents to assist the District's Procurement Consultant to prepare Bid and Contract Documents for all the referenced Projects
- vii. Assist the District's Procurement Consultant in the development and issuances of the Notices to contractors; advertisement of bidding/ RFP/RFQ, etc.
- viii. Make recommendations to the District relative to pre-qualification of potential bidders for construction of a Project Component
- ix. Provide input relative to the strategy of purchasing materials and equipment which require long lead times and that are critical to the progress of the work of the Project Components

g) CONSTRUCTION PHASE

- i. Administration and Coordination of Construction Contracts and Construction
- ii. Schedule, coordinate, conduct, and document pre-construction and construction meetings; record, maintain, and distribute minutes
- iii. Assist the District in selection and retention of Test/Inspection Service Providers and the Project Inspector
- iv. Review the Contractor's Construction Schedules and implement provisions relating to the Contractor's obligations for development, maintenance, updating and compliance with the Construction Schedule for the Project Component
- v. Conduct meetings and conferences during the Construction Phase of the Project
- vi. Conduct a Pre-Construction Conference after award of the Construction Contracts
- vii. Conduct Regular Construction Conferences on a weekly basis. Project Progress Schedule reviews, updates, and look-ahead
- viii. Call and conduct Special Construction Conferences as needed.
- ix. Maintain and issue minutes of Construction Phase Meetings and Conferences to the Contractor, the District, the Architect, the Project Inspector, and others as directed or authorized by the District.
- x. Monitor on-going Construction Costs, advise the District of the financial condition of the Project, and advise/make recommendations to the District for adjustments

- xi. Participate in the review and disbursement of Progress Payments to the Contractors for each Project
- xii. Assist in ascertaining the achievement of Substantial Completion of the Project, participate with the District, Project Inspector, and the Architect to inspect the Work completed to note Punchlist items to be completed as a condition to achieving Final Completion
- xiii. Maintain a log of RFIs (“RFI Log”) for each Project Component
- xiv. Review and evaluate Contractor’s submittals
- xv. Review and Verify the Contractor’s Construction Schedules for each Project Component and updates
- xvi. Maintain records of the progress of construction of Project Component construction, including written progress reports
- xvii. Determine that Substantial Completion and Final Completion of each Project Component have been achieved
- xviii. Review the Certified Payroll of each Contract for a Project Component records to generally conform with the Labor laws
- xix. Provide On-site staff, PM, and Field Representatives to inspect work is in conformance with plans and specifications
- xx. Conduct quality assurance, report defects and deficiencies, and recommend corrective action
- xxi. Adhere to Districts Safety Programs and verify Contractors implement safety programs during construction of the project.
- xxii. Review, coordinate, and disseminate correspondence, Drawings and other written materials relating to Changes to the Work of a Project Component; maintain a log of change orders for cumulative effects.
- xxiii. Make recommendations to the District and the Architect for handling and disposition of the Contractor’s proposals relative to Change Orders, negotiate on behalf of the District, and work with Procurement Specialists to maintain an updated contract.
- xxiv. Assist the Architect in the review, evaluation, and processing of claims asserted by Contractor for a Project Component

h) CLOSEOUT PHASE

- i. Assemble and deliver to the District, all of the records maintained by the CPM during the Construction Phase of the Project Component
- ii. Monitor such Contractor(s)’ post-construction activities for conformity with requirements of the Contract
- iii. Monitor the filing of DSA reports and other actions required by applicable law, rule, or regulation to be undertaken by the Architect, Project Inspector, and Contractor(s) during construction of the Project Component and upon completing construction of the Project
- iv. Confirm that parties, including without limitation, the Architect, Project Inspector, Contractor, and test/inspection service providers for the Project timely complete activities necessary for DSA Certification

SUBMITTAL REQUIREMENTS AND INSTRUCTIONS**31 ADHERENCE TO REQUIREMENTS**

Proposals shall be submitted in accordance with the requirements set in this document. Any proposal that does not adhere to the requirements in this RFP may be deemed “Non-Responsive” and rejected. The foregoing notwithstanding, the District maintains the sole right to waive minor irregularities or informalities in a RFP Response

32 OBTAINING THE RFP FROM THE DISTRICT

Notwithstanding public advertisement of the availability of this RFP, the District will **ONLY** consider RFP Responses submitted by a Respondent who has obtained the RFP from the District by contacting the District’s Representative identified in this RFP. A proposal response submitted by a Respondent who has not obtained the RFP from the District’s Representative pursuant to the foregoing will be deemed “Non-Responsive” and rejected.

33 HARDCOPY PAPER PROPOSAL SUBMISSION

Proposals must be submitted in hardcopy paper format. The hardcopy package should contain the following items:

- Part 1 – Submittal Forms A thru E
- Part 2 – Submittal Form F
- Part 3 – Enclosures 001-007
- Part 4 - Checklist of Mandatory Bid Forms
- Part 5 – A USB memory stick containing a separate PDF file for each Submittal Form

34 LOCATION FOR SUBMISSION

RFP Responses shall be submitted to the District as follows:

Lynwood Unified School District
Purchasing Department, 2nd Floor
11321 Bullis Road
Lynwood, CA 90262
Attn: District’s Representative-Maria Camacho, Buyer

35 DATE AND TIME REQUIREMENTS

Late submissions, regardless of the reason, will be rejected and not considered. The date/time for submission of RFP Responses is set forth in the RFP. RFP Responses which are not actually submitted to and received by the District at or prior to the date/time for submission of RFP Responses will be rejected by the District for non-responsiveness. Respondents are solely responsible for the timely submission of RFP Responses. Respondents are encouraged to personally deliver RFP Responses directly to the District’s Representative or to retain a private courier/messenger service to personally deliver RFP Responses to the District’s Representative to ensure timely delivery to the proper location for submission of RFP Responses.

36 GENERAL FORMAT

All materials submitted in response to this RFP shall be on 8 ½” x 11” paper, preferably in portrait orientation. Responses must have a minimum font size of ten. All submitted materials must be bound in either a three-ring binder or spiral bound notebook. Respondents should not include website links or imbedded documents in any Submittal Form. Respondents must not attach any additional information outside of the information requested in the Submittal Forms. The District will not consider information outside of, or imbedded in, the Submittal Forms.

37 SUBMITTAL FORM TEMPLATES

This RFP contains Submittal Forms, which shall be used by the Respondent to submit their Proposal. Respondents must not alter or edit the format structure of the Submittal Forms. The Offeror shall download, complete, and submit each Submittal Form in their response. Any response that does not adhere to the requirements of each Submittal Form may receive a “0” score for the particular Submittal Form, or the entire response may be deemed non-responsive and rejected.

38 PAGE LIMITS

The Submittal Forms listed below have maximum page limit requirements. Respondents must not exceed the maximum page limits. The page limit applies to the front side of a page only (for example, ‘1 Page’ implies that the Proposer can only provide a response on one side of a piece of paper). Any response that does not adhere to these requirements may receive a “0” score for the particular Submittal Form, or the entire response may be deemed “Non-Responsive” and rejected.

Submittal Form	Page Limit
Submittal Form A – Cover Sheet	2 pages
Submittal Form B – Qualification Statement	n/a
Submittal Form C – Experience of the Firm	15 Pages
Submittal Form D – Experience of the Key Personnel	6 Pages
Submittal Form E – Contract Exceptions	n/a
Submittal Form F – Price and Costing	1 page

39 COVER SHEET (SUBMITTAL FORM A)

The Respondent must complete and submit this Submittal Form. The Respondent shall identify the name of the firm submitting the RFP Response along with the firm’s address, telephone/fax numbers and email addresses of the firm’s principal contacts in connection with this RFP or the RFP Response. Proposals shall remain firm for one hundred twenty (120) days after the date of the District’s opening of RFP Responses (as outlined in the Submittal Form). Proposals must be dated and signed in the firm or corporate name and must bear the signature of an officer or agent duly authorized to execute contracts for the Respondent. The Respondent’s name must be fully stated.

310 QUALIFICATION STATEMENT (SUBMITTAL FORM B):

The Respondent must complete and submit this Submittal Form. Failure to complete the entire Qualifications Statement, failure to provide all information requested by the Qualifications Statement, false or misleading responses or responses which omit material facts rendering the response to be false or misleading, shall be a basis for rejecting the RFP Response for non-responsiveness.

311 EXPERIENCE OF THE FIRM (SUBMITTAL FORM C):

The Respondent must complete and submit this Submittal Form. Provide a general description of the Respondent's capabilities as a firm to perform Construction Project Management / Owner's Representative Services. Provide the experience, knowledge, qualifications, and skills of the Respondent Firm relating to:

- (i) K-12 public education facilities construction;
- (ii) DSA and regulatory approvals;
- (iii) Managing separate contractors and separate contracts to construct a project.
- (iv) Meeting schedule and budget objectives for California K-12 public school projects.
- (v) Construction project design review and evaluation
- (vi) Construction mobilization and supervision,
- (vii) Bid evaluation,
- (viii) Project scheduling,
- (ix) Cost-benefit analysis,
- (x) Claims review and negotiation,
- (xi) General management and administration of a construction project possessed by the Respondent

Describe a maximum of five (5) Construction Project Management / Owner's Represent Contracts of similar scope being contemplated by this RFP, completed within past five (5) years. Greater preference is for California K-12 public education institutions.

312 EXPERIENCE OF KEY PERSONNEL (SUBMITTAL FORM D):

The Respondent must complete and submit this Submittal Form. Identify up to three (3) key staff/personnel that will be assigned to complete the construction management services. This shall include a Project Manager, Field Superintendent, and one other person that the Respondent can select who will have a significant role in providing the service (this should not be a company executive). These individuals are expected to be assigned the following tasks:

- management and oversight of the Demolition, Deed Soil Mixing and Building Construction Project Components;
- preparation of estimates;
- construction schedule review and analysis;
- administration, management and processing of RFIs, submittals, change orders, change order requests and progress payment applications.

Include a brief bio for each of the proposed key personnel, which should include a brief description of their skills, experience, and relevant qualifications.

3.13 CONTRACT EXCEPTIONS (SUBMITTAL FORM E):

The Respondent must complete and submit this Submittal Form. Incorporated as Exhibit 1 to this RFP is a form of CPM Agreement which the District anticipates executing with the successful Respondent selected through this RFP. All Respondents must thoroughly review the CPM Agreement and indicate any portions of the CPM Agreement for which modifications are proposed by a Respondent. If a Respondent proposes modifications to the CPM Agreement, the District will not consider any such proposed modifications unless the Respondent sets forth in its RFP Response the entirety of the text of the proposed modification. If a Respondent does not identify proposed modifications to the CPM Agreement in the Respondent's RFP Response and such Respondent is awarded the CPM Agreement, the Respondent is deemed to have accepted the entirety of the CPM Agreement and shall execute the CPM Agreement in the form attached hereto.

3.14 PRICE AND COSTING (SUBMITTAL FORM F):

The Respondent must complete and submit this Submittal Form. The purpose of this submittal form is to provide a standard format for the District to compare and analyze the financial impacts of different Respondents.

Special Note: The Respondent must NOT disclose their cost/fee in any other document or portion of their proposal.

EVALUATION PROCEDURES

4.1 PROPOSAL EVALUATION

Proposals will be assessed for compliance with mandatory requirements. Proposals that are deemed non-responsive will be eliminated from further consideration. Responsive Proposals will be evaluated based on the criteria and weights shown in the table below.

Criteria	Weight
Submittal Form A – Cover Sheet	P/F
Submittal Form B – Qualification Statement	P/F
Submittal Form C – Experience of the Firm	40%
Submittal Form D <ul style="list-style-type: none"> • Experience of the Key Personnel assigned to this project 	45%
Submittal Form E – Contract Exceptions	P/F
Submittal Form F – Price and Costing	15%

Weight % Score: 100%

4.2 EVALUATION COMMITTEE

The District has established an Evaluation Committee to review and evaluate RFP Responses. The Evaluation Committee is expected to consist of approximately 5 individuals, with varying degrees of technical experience. Respondents are encouraged to present simple and concise information that is non-technical in nature.

4.3 SHORTLISTING

The District will shortlist the top three (3) Respondents, which will be invited to participate in Interviews. The District reserves the right to shortlist up to the top five (5) Respondents, if the fourth and fifth ranking Respondents are within 5% of the third ranking Respondents score.

4.4 PRESENTATION AND INTERVIEWS

Shortlisted Respondents will be required to participate in a team presentation and interviews.

a) Presentation

The presentation will last a maximum of 30-minutes. The presentation is expected to cover the following topics:

- (i) Experience and Qualifications (approximately 5 minutes) – Discuss the experience and qualifications of the key personnel that have been assigned to this project.

- (ii) Approach and Methodology (approximately 15 minutes) – Discuss the overall approach and methodology that will be taken to perform the scope of work for this project.
- (iii) Major Risks and Challenges (approximately 5 minutes) – Discuss the major issues, risks, or challenges that are encountered on similar projects and your strategies to mitigate these issues. Consider items that impact cost, schedule, and overall satisfaction.
- (iv) Q&A (approximately 5 minutes) – Time for evaluator Q&A

The District anticipates that the Presentation will be performed online virtually, via an online platform (Zoom, Teams, etc.). There are no restrictions on who can, or cannot, be in attendance for this Presentation from the Respondent’s team. The Respondent can prepare and present PowerPoint slides (or similar) if they would like.

b) Interviews

The District will interview the overall Project Manager and Field Superintendent listed in Submittal Form D from each shortlisted Respondent. The interview is expected to last approximately 25 minutes each. Interviewees may be asked questions regarding their experience, knowledge and understanding of the scope of work, obstacles and challenges, strategies, and their plan/approach.

The District anticipates that the interviews will be performed online virtually, via an online platform (Zoom, Teams, etc.). Interviewees may not bring notes or handouts. Interviewees will be prohibited from making any reference to their submitted cost proposal or cost information. No substitutes or proxies will be allowed. No other individuals (from the Respondents team) can attend, participate, or observe the interview. Individuals who fail to attend the interview will be given a “0” score, which may jeopardize the Respondents competitiveness.

4.5 FINAL RANKING

The Evaluation Committee members will evaluate and score the interviews. The shortlisted Respondents will be ranked based on the criteria and weights outlined in the table below. The highest ranked Respondent will be invited into the Clarification Period.

Criteria	Weight
Submittal Form C – Experience of the Firm	20%
Submittal Form D – Experience of the Key Personnel assigned to this project Interview of Key Personnel	65%
Submittal Form F – Price and Costing	15%

Weight % Score: 100%

4.6 CLARIFICATION PERIOD

The Clarification Period is carried out prior to the signing of a contract. The intent of this period is to allow the apparent best-value Respondent an opportunity to clarify any assumptions, issues, or risks, and confirm that their proposal is accurate. The Respondent will be required to preplan the project to ensure that there are no surprises. The Respondent will be required to comply with the information below. Respondents that cannot provide this information within 3 days of notification may be disqualified and replaced with the next highest ranked Respondent.

The following items will be required:

- a. **Verify the Fee/Cost Proposal:** The Respondent is expected to review and discuss their cost proposals and, in good faith, to incorporate any additional data, supporting schedules, or substantiation reasonably required.
- b. **Provide Key Assumptions:** Provide a summary of the major assumptions that have been made in preparing the proposal. This should include items/tasks that the Respondent has assumed the District will perform, items/tasks required from the District, and items/tasks that have not been included in the proposal (items that the Respondent feels are outside the scope of work). This should also include any critical expectations or responsibilities that the Respondent has of the District, the District personnel, or other parties/organizations that are not contracted to by the Respondent.
- c. **Budget, Schedule, and Quality Control** - Provide a detailed discussion of the measures the Respondent typically implements, as a construction project manager, to ensure that construction of a project is completed within the budget and schedule established by the project owner and in accordance with the quality standards established in the Design Documents for the project. Describe the specific measures the Respondent proposes to implement during Project construction to ensure the Project contractors complete construction within the District’s budget and schedule and in accordance with quality standards required by the Design Documents. Provide a detailed description of the construction of prior projects administered by the Respondent as the construction manager and the degree of conformity to or variation from the project budgets/estimates.
- d. **Contract Insurance Requirements** – Provide copies of Certificates of Insurance for the Respondent confirming the required minimum coverage limits for each policy of insurance set forth below.

Required Insurance Policy Certificate	Minimum Coverage Limits
Workers Compensation	In accordance with law
Employers Liability	One Million Dollars (\$1,000,000)
Comprehensive General Liability (including property damage and automobile liability)	Two Million Dollars (\$2,000,000) per occurrence/Four Million Dollars (\$4,000,000) in the aggregate
Professional Liability	Two Million Dollars (\$2,000,000) per claim/Four Million Dollars (\$4,000,000) in the aggregate

- e. **Contract / Agreement** – Review and finalize the Contract. If the Respondent and the District fail to agree to terms, the District may terminate the Clarification Period with the Respondent and move to the next highest-ranked Respondent.
- f. **Risk Mitigation Approach:** Identify all risks, activities, or concerns that may be unforeseen or not within the control of the Respondent. This should include everything (realistically) that may prevent the Respondent from being successful on this project. This may include: Respondent risks, owner risks, other party risks, and unforeseen risks. Identify if there are any strategies to mitigate these items. Provide a plan of how unforeseen risks will be managed. Identify what (if anything) concerns you the most, or is very unique about this project
- g. **Reference Verification** – The District may conduct reference checks on the firm and all of the key personnel. The District reserves the right to seek additional references independent of those supplied by the Respondent, including internal references in relation to the Respondent’s and any subcontractor’s performance under any past or current contracts with the District or other verifications as necessary. If the Respondent is deemed unsuitable by the District in its sole discretion, the Respondent’s proposal may be rejected.
- h. **Provide Any Additional Requested Documentation:** Provide any additional documents that are requested by the District.

The Respondent will be required to conduct and participate in several meetings throughout the Clarification Period. At a minimum, the District will require the Respondent to conduct a kickoff meeting at the beginning of the Clarification Period, which will include a presentation of the above-mentioned tasks.

The District reserves the right, at its sole discretion, to negotiate with the potential best-value Respondent during the Clarification Period. This may include, but is not limited to, modifying the scope of the project (time, cost, quality, expectations, etc.). At any time during the Clarification Period, if the District is not satisfied with the progress being made by the invited Respondent, or if the Respondent and the District fail to agree to terms or fail to execute a contract, the District may terminate the Clarification Period activities and then commence or resume a new Clarification Period with an alternative Respondent.

4.7 NOTICE OF INTENT TO AWARD

Prior to the date of the District’s Board of Education meeting to consider award of the CPM Agreement, the District will issue a Notice of Intent to Award the CPM Agreement, identifying the Respondent to whom the District intends to award the CPM Agreement and the date/time/place of the District’s Board of Education meeting at which award of the CPM Agreement will be considered. Authority to award the CPM Agreement is vested solely in the District’s Board of Education. Award of the CPM Agreement will be considered in an open public meeting of the Board of Education conducted in accordance with applicable law.

SUBMITTAL FORMS & EXHIBITS

SUBMITTAL FORMS

Submittal Form A	Cover Sheet
Submittal Form B	Qualification Statement
Submittal Form C	Experience of the Firm
Submittal Form D	Experience of the Key Personnel
Submittal Form E	Contract Exceptions
Submittal Form F	Price and Costing

EXHIBITS

Exhibit 1	Contract / Agreement
Exhibit 2	Project Schedules

ENCLOSURES

Enclosure 001	California Military & Veteran Code §999.2 (2017)
Enclosure 002	Non-Collusion Declaration
Enclosure 003	Certificate Regarding Drug-Free Workplace
Enclosure 004	Certificate Regarding Alcoholic Beverage And Tobacco-Free Campus Policy
Enclosure 005	Certificate Regarding Workers' Compensation Form
Enclosure 006	Certificate Regarding Background Checks
Enclosure 007	Site Visit Certification

CHECKLIST OF MANDATORY FORMS

SUBMITTAL FORM A

Cover Sheet

RESPONDENT INFORMATION

Please fill out the following form, naming one person to be the contact for this RFP response and for any clarifications or communication that might be necessary.

Full Legal Name of Respondent: _____
Street Address: _____
City, State, Zip Code: _____
Company Website (if any): _____

Contact Name: _____
Contact Title: _____
Contact Phone Number: _____
Contact Email: _____

ACKNOWLEDGEMENTS

By submitting a response to this RFP, the Respondent acknowledges the following:

Duration of Offer: The Respondent acknowledges proposals shall remain firm for one hundred twenty (120) days after the date of the District's opening of RFP Responses. If the District's Board of Education has not taken action to award the CPM Agreement prior to expiration of the one hundred twenty (120) days that pricing proposals are to remain firm, the District may, in the sole and exclusive discretion request that Respondents hold their respective pricing proposals firm for an additional maximum one hundred twenty (120) day period. In such event, only those Respondents who affirmatively and unequivocally commit in writing to holding firm their respective pricing proposals will be further considered for award of the CPM Agreement. The RFP Response of Respondents who do not so affirmatively and unequivocally commit in writing to hold firm pricing proposals will be thereupon be deemed non-responsive and not further considered.

Addenda: The Respondent is deemed to have read and taken into account all addenda issued by the District prior to the Deadline for Issuing Addenda.

Conflict of Interest: Select an option below:

- The Respondent declares that there is no potential, perceived, or actual conflicts of interest that may arise as a result of their response to this RFP and/or subsequent award of Contract.

- The Respondent declares that there are potential, perceived, or actual conflicts of interest that may arise as a result of their response to this RFP and/or subsequent award of Contract. The Respondent must attach additional information on the conflicts.

The Respondent has a full and complete understanding of the construction management services required for the Project. The Respondent certifies that all proposed personnel are duly certified, licensed, approved and otherwise qualified to complete obligations under the CPM Agreement and the construction management services assigned to such personnel if the CPM Agreement is awarded to Respondent. The undersigned: (i) has reviewed and verified the accuracy and completeness of the foregoing Proposal and (ii) is authorized to bind and commit Respondent to the foregoing Proposal.

Name of Representative: _____

Title of Representative: _____

Respondents Firm Name: _____

Date: _____

Signature of Representative: _____

SUBMITTAL FORM B

Qualification Statement

ESSENTIAL MINIMUM QUALIFICATIONS

Any response of a Respondent indicating "not qualified" to the following minimum qualifications criteria will result in rejection of the Respondent's RFP Response for failure to meet minimum qualifications criteria.

No	Question	Response
1.1	Respondent has a current Commercial General Liability policy of insurance with coverage limits of at least Two Million Dollars (\$2,000,000) per occurrence and Four Million Dollars (\$4,000,000) in the aggregate.	<input type="checkbox"/> Yes <input type="checkbox"/> No (Not Qualified)
1.2	Respondent has a current professional liability policy of insurance with coverage limits of at least Two Million Dollars (\$2,000,000) per claim and Four Millions Dollars (\$4,000,000) in the aggregate.	<input type="checkbox"/> Yes <input type="checkbox"/> No (Not Qualified)
1.3	Respondent has obtained a current Workers Compensation policy of insurance with coverage limits in accordance with applicable law.	<input type="checkbox"/> Yes <input type="checkbox"/> No (Not Qualified)
1.4	Respondent is ineligible for award of public works contracts pursuant to Labor Code §1777.1 or 1777.7.	<input type="checkbox"/> Yes (Not Qualified) <input type="checkbox"/> No
1.5	Has any public agency, within the past ten (10) years conducted proceedings that resulted in a finding that the Respondent or any predecessor to the Respondent is not a "responsible" bidder for a public works project or a public works contract?	<input type="checkbox"/> Yes (Not Qualified) <input type="checkbox"/> No
1.6	At any time during the last ten (10) years, has Respondent or any predecessor to the Respondent been convicted of a crime involving any federal, state, or local law related to a private or public construction management and/or construction project?	<input type="checkbox"/> Yes (Not Qualified) <input type="checkbox"/> No
1.7	At any time during the last ten (10) years, has the Respondent or any predecessor to the Respondent been convicted of a federal or state crime involving fraud, theft, or any other act of dishonesty?	<input type="checkbox"/> Yes (Not Qualified) <input type="checkbox"/> No
1.8	Within the past ten (10) years, one or more contract(s) to provide work, labor, materials or services for construction management and/or construction of a public or private work of improvement to which the Respondent was a party to have been terminated for default of the Respondent.	<input type="checkbox"/> Yes (Not Qualified) <input type="checkbox"/> No

CLAIMS AND DISPUTES

No	Question
2.1	<p>Within the past ten (10) years, has the Respondent or Respondent's predecessor(s) been subject to any civil action judgment, settlement, arbitration award, or administrative action resulting in a judgment, settlement, or arbitration award against the Respondent or Respondent's predecessor in any action alleging fraud, deceit, negligence, incompetence, or recklessness in providing construction or project management services?</p> <p><input type="checkbox"/> No</p> <p><input type="checkbox"/> Yes (If "Yes" on a separate attachment, provide details of: (i) the title of the matter; (ii) the court or agency name; (iii) docket number; (iv) the claim or file number; and (v) judgment, settlement or arbitration award.)</p>
2.2	<p>Within the past ten (10) years, has any professional liability insurer for the Respondent paid or satisfied any portion of any claim, dispute or disagreement which asserts the professional negligence or professional liability of Respondent in connection with project or construction management services provided by or through Respondent for any public or private work of improvement?</p> <p><input type="checkbox"/> No</p> <p><input type="checkbox"/> Yes (If "Yes" on a separate attachment, provide details of: (i) amount of judgment, settlement or arbitration award; and (ii) amount paid by professional liability insurer.)</p>
2.3	<p>The Respondent is presently engaged in a claim, dispute or disagreement which asserts the professional negligence or professional liability of Respondent in connection with project or construction management services provided by or through Respondent for any public or private work of improvement.</p> <p><input type="checkbox"/> No</p> <p><input type="checkbox"/> Yes (If "Yes" provide details, including without limitation: (i) the title of the matter; (ii) the court or agency name; (iii) docket number; (iv) the claim or file number; (v) amount in controversy; (vi) contact information (name, address, phone and email address) for each party pursuing a pending claim against the Respondent.)</p>
2.4	<p>Within the past ten (10) years, has the Respondent commenced any mediation, arbitration or legal proceedings to resolve claims, disputes or disagreements arising out of or related to project or construction management services provided by the Respondent for a public or private work of improvement?</p> <p><input type="checkbox"/> No</p> <p><input type="checkbox"/> Yes (If "Yes" on a separate attachment, provide details of each such pending claim, dispute or other disagreement.)</p>

2.5	<p>Within the past ten (10) years, has the owner for any public or private work of improvement commenced any mediation, arbitration or legal proceedings to resolve claims, disputes or disagreements arising out of or related to project or construction management services provided by the Respondent?</p> <p><input type="checkbox"/> No <input type="checkbox"/> Yes (If "Yes" on a separate attachment, provide details of each such pending claim, dispute or other disagreement.)</p>
2.6	<p>Within the past ten (10) years, has the design professional or any consultant to the design professional for any public or private work of improvement commenced any mediation, arbitration or legal proceedings to resolve claims, disputes or disagreements arising out of or related to project or construction management services provided by the Respondent?</p> <p><input type="checkbox"/> No <input type="checkbox"/> Yes (If "Yes" on a separate attachment, provide details of each such pending claim, dispute or other disagreement.)</p>
2.7	<p>Within the past ten (10) years, has the contractor or any subcontractor for any public or private work of improvement commenced any mediation, arbitration or legal proceedings to resolve claims, disputes or disagreements arising out of or related to project or construction management services provided by the Respondent?</p> <p><input type="checkbox"/> No <input type="checkbox"/> Yes (If "Yes" on a separate attachment, provide details of each such pending claim, dispute or other disagreement.)</p>
2.8	<p>Are there any indictments or charges currently pending against the Respondent or any predecessor to the Respondent which allege fraudulent, deceitful, dishonest conduct or false claims arising out of, or related to construction services or project/construction management services provided by the Respondent.</p> <p><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If "Yes" provide details, including without limitation: (i) the title of the matter; (ii) the court or agency name; (iii) docket number; (iv) the claim or file number; (v) description of the indictment or charges; (vi) contact information (name, address, phone and email address) of the prosecuting attorney.</p>

2.9	<p>5.9. Are there any indictments or charges currently pending against any of the personnel proposed by the Respondent to complete any construction management services which allege fraudulent, deceitful, dishonest conduct or false claims of such personnel arising out of, or related to construction services or project/construction management services.</p> <p><input type="checkbox"/> Yes</p> <p><input type="checkbox"/> No</p> <p>If "Yes" provide details, including without limitation: (i) the title of the matter; (ii) the court or agency name; (iii) docket number; (iv) the claim or file number; (v) description of the indictment or charges; (vi) contact information (name, address, phone and email address) of the prosecuting attorney.</p>
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The undersigned is duly authorized to execute this Qualifications Statement under penalty of perjury on behalf of the above-identified Respondent. The undersigned warrants and represents that he/she has personal knowledge of each of the responses to this Qualifications Statement and/or that he/she has conducted all necessary and appropriate inquiries to determine the truth, completeness and accuracy of responses to this Qualifications Statement. The undersigned declares and certifies that the responses to this Qualifications Statement are complete and accurate; there are no omissions of material fact or information that would render any response to be false or misleading and there are no misstatements of fact in any of the responses. The above-identified Respondent acknowledges and agrees that if the District determines that any response herein is false or misleading or contains misstatements of fact, the Response shall be deemed "Non-Responsive" and the Respondent will not further participate in the RFP process.

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

Name and Title	Signature	Date
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SUBMITTAL FORM C

Experience of the Firm

Note: This Submittal Form is limited to 15 pages maximum

SUMMARY OF FIRM EXPERIENCE

No	Question	Response
1	Has your firm ever provided Construction Management / Owners-Agent Services	<input type="checkbox"/> Yes <input type="checkbox"/> No
2	Has your firm ever provided Construction Management / Owners-Agent Services related to K-12 facilities	<input type="checkbox"/> Yes <input type="checkbox"/> No
3	Has your firm ever provided Construction Management / Owners-Agent Services for projects in California	<input type="checkbox"/> Yes <input type="checkbox"/> No
4	Has your firm ever managed separate contractors and separate contracts to construct a project	<input type="checkbox"/> Yes <input type="checkbox"/> No
5	Has your firm ever had experience with DSA and regulatory approvals in California	<input type="checkbox"/> Yes <input type="checkbox"/> No

No	Question	Response
6	Number of projects that the firm has performed Construction Project Management Services (over the past five years)	
7	Number of projects that the firm has performed Construction Project Management Services related to K-12 facilities (over the past five years)	
8	Number of projects in California that the firm has performed Construction Project Management Services (over the past five years)	
9	Number of projects that the firm has managed separate contractors and separate contracts to construct a project (over the past five years)	

SIMILAR EXPERIENCE

Provide the following information for up to 5 similar projects

- Client Name
- Description of Services Performed
- Dates of Service
- Approximate Dollar Value of Construction Management Services
- Key Personnel Involvement (Identify if your proposed key personnel were assigned to this project)
- Client Contact Person (Name, Title, Phone Number, and Email)

SUBMITTAL FORM D

Experience of Key Personnel

Note: This Submittal Form is limited to 6 pages maximum

KEY PERSONNEL

The Respondent is responsible for assigning key personnel (individuals) to this Contract/Agreement. The Respondent will not be permitted to remove or replace these individuals during the first twelve (12) months of this Contract, unless requested and approved by the District (with the exception of uncontrollable events such as: retirement, medical emergency/injury/sickness, or resignation). Any changes after the first twelve months must be approved by the District.

Identify the overall Project Manager and Field Superintendent that will be assigned to this contract. These individuals will be the overall primary day-to-day points of contact for this contract. The Respondent may, but is not required to, identify an additional individual person that may also be assigned day-to-day activities to this Contract. These individuals are expected to devote the greatest time commitment at the operational level (rather than an executive, partner, sales representative, or other staff that will be less directly involved in day-to-day operations).

Role	Name
Overall Project Manager	
Field Superintendent	

SUMMARY OF KEY PERSONNEL EXPERIENCE

Include a brief bio for each of the proposed key personnel, which should include a brief description of their skills, experience, and relevant qualifications.

SUBMITTAL FORM E

Contract Exceptions

EXCEPTIONS

Provide list of exceptions, proposed modifications, etc. to the CPM Contract Exhibit 1. Notate all comments by contract section number.

SUBMITTAL FORM F

Price and Costing

The Respondent shall provide the overall hourly rate that will be charged to the District for this Contract. The hourly rate shall include profit and overhead.

Position	\$/HR
Project Manager	
Field Superintendent	
3 rd Key Personnel (<i>if applicable</i>)	
Executive Staff	
Administrative Staff	

The Respondent shall provide their proposed cost to complete the work for each component based on a percentage of the construction cost of that component. For each component, the

Demolition Component Total	%
Soils Stabilization Component	%
Construction of the Classroom Building Component	%
Sports Field Upgrade	%

- The Respondent shall not provide comments, exceptions, adjustments, or any additional information to any of the items.
- The District may request additional information to examine, validate, and verify the cost or pricing data submitted.
- The District may request assurance that financial limitations do not exist that may cause failure to meet delivery and installation schedules or withdrawal of the company from the marketplace.

EXHIBIT 1

Contract / Agreement

AGREEMENT FOR CONSTRUCTION PROJECT MANAGEMENT SERVICES

This Agreement for Construction Management Services (“Agreement”) is entered as of this ____ day of _____, 2022 by and between Lynwood Unified School District (“District”) and _____ (“the CPM”) with reference to the following Recitals, all of which are incorporated herein.

WHEREAS, facilities and other improvements to the District’s Lynwood High School campus (“LHS”) were constructed in 2020; facilities and improvements on the LHS campus include Building 5000.

WHEREAS, Building 5000 was design and constructed to serve as a LHS classroom building.

WHEREAS, in or about June, 2020, Building 5000 experienced a building collapse rendering Building 5000 unusable.

WHEREAS, the District has secured funding to demolish and rebuild Building 5000; the demolition and rebuilding of Building 5000 is referred to herein as “the Project”.

WHEREAS, the Project consists of four (4) components: demolition of existing improvements (“Demolition Component”); deep soil mixing of the Project site soils (“Deep Soil Mixing Component”); rebuilding of Classroom Building (“Rebuild Component”); and Sports Field Upgrade (“Sports Field”); the Demolition Component, Deep Soil Mixing Component, Rebuild Component, and Sports Field Component of the Project are collectively referred to herein as “Components”.

WHEREAS, the District has retained PBK (“Architect”) to prepare plans, specifications and other related materials (collectively “Design Documents”) for construction of the Project.

WHEREAS, the Basic Services under this Agreement are in the nature of project and construction management services pursuant to Government Code §4525, *et seq.*

WHEREAS, the District issued a Request for Qualifications and Proposals (“RFP”) for completion of the CPM obligations under this Agreement; the CPM submitted a response to the RFP (“RFP Response”), by this reference, the RFP Response is incorporated herein.

WHEREAS, the CPM is a professional project and construction manager, duly qualified and capable of providing the Basic Services described herein in accordance with the terms hereof.

NOW THEREFORE, in consideration of the mutual covenants contained herein, the District and CPM agree as follows:

1. BASIC SERVICES; GENERAL

- 1.1. General. CPM shall provide Basic Services and authorized Additional Services for the Project, as more particularly enumerated in this Agreement. All Basic Services and authorized Additional Services for the Project shall be performed and completed by employees of the CPM. The Basic Services of the CPM shall include confirmation that the Project Budget and schedule for the Project are sufficient and reasonable for the Project. If in the course of performing Basic

Services for the Project, the CPM determines that the Project Budget or schedule established by the District are insufficient for the Project, the CPM shall notify the District Representative of such determination, along with specific recommendations for measures to conform the Project Budget or schedule of the Project with the Project Budget or schedule for the Project established by the District. The CPM's Basic Services shall include the implementation of remedial measures as directed or authorized by the District.

- 1.2. Meetings and Conferences. The CPM acknowledges that completing the design, bidding and/or construction of the Project and the CPM's completion of Basic Services for the Project involves the input or collaboration of a various stakeholders, including without limitation, the District's personnel, District shared governance committees, end-users, academic and operational departments of the District, the District's Board of Educations and the community at large. The CPM agrees that although not specifically enumerated in this Agreement, the scope of the CPM's Basic Services shall be its attendance and participation in meetings and conferences with stakeholders during design, bidding or construction of the Project as requested or directed by the District. The CPM's Basic Services for the Project shall include the CPM's taking, transcribing and/or distribution of minutes of such meetings, as directed or authorized by the District.
- 1.3. Relationship of CPM to Other Project Participants. CPM's services hereunder shall be provided in conjunction with contracts between the District and: (i) the Architect; (ii) the Contractor(s); (iii) the Project Inspector; (iv) Test/Inspection Service Providers; and (v) others providing services in connection with design, bidding and/or construction of the Project, including without limitation consultants for the Project who are retained by the District ("District Consultants"). CPM agrees to fully cooperate and collaborate with other Project Participants who are retained by the District for the Project without, however, assuming any liability of or for the acts, omissions, services or work product of such other Project Participants or District Consultants, except as set forth in this Agreement.
- 1.4. CPM Project and Construction Management Team. CPM will establish a project and construction management team appropriately staffed to perform the Basic Services for the Project. CPM's personnel and the specific roles, authority and responsibility of the CPM's personnel are subject to the reasonable approval of the District; if any of the CPM's District-approved personnel are removed from the Project, the District shall have the reasonable right of approval of the CPM's replacement personnel. The CPM shall designate in writing a Project Manager who shall be reasonably satisfactory to the District and who shall have the overall responsibility for performance of CPM's obligations hereunder and be authorized to act on behalf of the CPM in discharge of CPM's obligations in connection with the Project. The CPM's Project Manager for the Project shall be, at all times while providing Basic Services for the Project, a contractor or architect licensed under California law or an engineer registered under California law. All of the Basic Services for the Project shall be performed by employees of the CPM.
- 1.5. Regulatory Agencies. The Basic Services of the CPM shall include coordination, management and scheduling of the services of the Architect and District Consultants with the procedures or processes for the issuance of approvals, permits and other authorizations from regulatory agencies relating to the design, bidding or construction of the Project. The foregoing shall include without limitation, and as applicable to the Project, the approvals, permits and other authorizations issued by the Division of State Architect ("DSA"), the Office of Public School Construction, the Stae Allocation Board and State of California Department of Finance.
- 1.6. Professional Services. The CPM shall assist the District with the coordination of other assigned Professional Services Firms under direct contract to the District. ("Professional Services

Contracts”). The foregoing includes without limitation, including enforcement of service providers obligations and review of payment requests. The CPM’s review of billings shall: (i) be completed in a timely manner so that the District can make payment of the undisputed amounts determined to be due on each such billing within the time established by law or by the terms of the contract between the District and Professional Service Provider for the Project; (ii) include verification of the amount properly due the Professional Service Provider; and (iii) written recommendation to the District Representative of the amount properly due the Professional Service Provider on each billing statement. If the CPM determines that any portion of an billing statement reflects fees, expenses or other charges are not due to the Professional Service Provider, the Basic Services of the CPM includes the CPM’s establishment of the basis for such determination and the CPM’s participation in discussions and other communications with the Professional Service Provider and/or the District to fully resolve of any claim or dispute arising out of or related to any such determination. The CPM obligations hereunder do not include CPM responsibility for the completeness or accuracy of the work product or services provided under the Professional Service Contracts.

1.7. CPM Standard of Care. CPM shall provide the Basic Services and authorized Additional Services using its best professional skill and judgment, acting with due care and in accordance with professional standards of care, the terms hereof and applicable law, code, rule or regulation. CPM’s services hereunder shall be provided and completed promptly and in such a manner as to avoid hindrance, interruption or delay to the orderly progress and timely completion of the design, bidding and construction of the Project. The CPM is liable to the District for all losses, costs, expenses, damages or other liabilities arising out of the failure or refusal of the CPM to complete the Basic Services for the Project in accordance with the foregoing.

1.8. Document Management and Controls. The CPM is responsible for management and control of document generation, transmission and archiving for the Project, as more particularly set forth herein. As used herein, “documents” refer to all drafts, copies and originals of Drawings, Specifications, calculations, memos, reports, notes and other materials of a written, graphic or electronic nature which relate in any manner to the Project or the design, bidding or construction of the Project.

1.8.1. District Processes and Procedures. The CPM’s generation, transmission and archival of documents relating to the Project shall conform to the processes and procedures required by the District.

1.8.2. Projects Document Management. The CPM shall implement document management and control measures, including web-based document management software for the Project. The document management software proposed by the CPM shall be subject to District acceptance. The CPM shall provide District personnel with access to the CPM implemented document management software and training materials, if applicable for use of the document management software. The Basic Services of the CPM includes training of District personnel on the use of the document management software and the use of such document management software for the Project as directed by the District. The CPM shall acquire, without adjustment of the Contract Price for the Project, the District accepted document management software and necessary equipment to operate and use the document management software for the Project.

1.9. Project Components Contractors. The Project will be constructed by separate contractors to the District for each Project Component.

Building 5000 Demolition (Demolition Component)

Deep Soil Mixing (Deep Soil Mixing Component)

Building 5000 Rebuild (Building Component)

References in this Agreement to the Project, the Work or Project Components are references to the Demolition Component, Deep Soil Mixing Component and Building Component. Except as expressly otherwise provided herein, the CPM shall complete all the Basic Services for the Project Components.

1.10. Project Components Contractors Scopes. The CPM shall be responsible for establishing the scope of each construction contract between the District and the contractors for each Project Component ("Construction Contracts"). The CPM shall be responsible for coordinating the scopes of the Construction Contracts so that the collective scope of the Construction Contracts reflects the scope of Design Documents for the Demolition Component and the DSA approved Design Documents for the Deep Soil Mixing Component and the Building Component. Costs to complete omissions or gaps in the scopes the Construction Contracts shall be borne by the CPM and may be deducted from the Contract Price due the CPM hereunder.

2. BASIC SERVICES; DESIGN PHASE

2.1. Design Phase Management of Deep Soil Mixing Component and Building Component.

2.1.1. General. The Basic Services of the CPM during the Design Phases of the Deep Soil Mixing Component and Building Component includes the CPM's coordination of the services, work product, and other related activities and functions of the Architect, the Architect's Design Consultants and the District Consultants to obtain DSA approval of the Design Documents for the Deep Soil Mixing Component and the Building Component in accordance with _____. The foregoing notwithstanding, (i) the CPM does not assume liability (except as set forth in this Agreement) for the Design Documents for the Project prepared by the Architect and the Architect's Design Consultants; and (ii) the scheduling, management and coordination services of the CPM includes the scheduling, management and coordination of the Architect and the Design Consultants who are retained directly by the Architect. The CPM acknowledges that this Agreement does not set forth in detail all of the activities, actions and other services of the CPM necessary to complete and discharge the responsibilities described above. The CPM agrees that notwithstanding the absence of detailed descriptions of the activities, actions and other services of the CPM, the CPM's Basic Services hereunder includes all such activities, actions and services of the CPM necessary or appropriate to complete the foregoing described obligations of the CPM.

2.2. Review of Design Documents. The CPM, including the CPM's Project Manager and Field Superintendent for the Project shall review the Design Documents prepared by the Architect for the Project to obtain a complete understanding of the design intent and scope of the Project.

2.3. DSA Reviews/Approvals.

2.3.1. Deep Soil Mixing Component. If the Design Documents for the Deep Soil Mixing Component are not approved by DSA for construction as of the date of this Agreement, the CPM shall meet and confer with the Architect as necessary for the CPM to fully understand the status of DSA review/approval of the Deep Soil Mixing Component Design Documents, outstanding DSA review comments and the status of the Architect's preparation of responses to DSA review comments. The CPM shall develop procedures with the Architect for expediting responses to outstanding DSA review comments and to obtain DSA approval of the Deep Soil Mixing Component Design Documents for construction. If the Design Documents for the Deep Soil Mixing Design Documents are approved by DSA for construction as of the date of this Agreement, the CPM shall review the DSA approved Deep Soil Mixing Component Design Documents to prepare for bidding the Construction Contract for the Deep Soil Mixing Component.

2.3.2. Building Component. The CPM shall meet and confer with the Architect as necessary for the CPM to fully understand the status of DSA review/approval of the Building Component Design Documents, outstanding DSA review comments to the Building Component Design Documents and the status of the Architect's preparation of responses to DSA review comments. The CPM shall develop procedures with the Architect for expediting responses to outstanding DSA review comments and to obtain DSA approval of the Building Component Design Documents for construction.

2.4. Construction Budget: Estimate of Construction Costs. The CPM shall review the District's Construction Budget for the Project, review Estimates of Construction Costs prepared by others for the Project, and/or prepare Estimates of Construction Costs.

2.4.1. CPM Review and Acceptance of Construction Budget. The Basic Services includes the CPM's review of the District established Construction Budget for the Project prior to the CPM's commencement of any other Basic Services for the Project. If, based upon such review, the CPM accepts the Construction Budget, the CPM's Project Manager for the Project shall notify the District Representative in writing of the CPM's acceptance of the Construction Budget. If, based upon such review, the CPM believes that the Construction Budget is insufficient to cover the costs to construct the Project or if the CPM believes that the Construction Budget exceeds costs necessary to construct the Project, the CPM's Project Manager for the Project shall notify the District Representative in writing of such determination, along with recommendations for adjustment of the Construction Budget or modification of requirements of the Project so that the costs to construct the Project conforms to the Construction Budget. Upon the CPM's acceptance of the Construction Budget and the Project requirements, the Basic Services of the CPM and the CPM's obligations hereunder include without limitation, using the CPM's best efforts to ensure that construction of the Project is completed in conformity to the Construction Budget.

2.4.2. CPM Estimate. **To be provided by future Addendum.**

2.5. Labor/Materials Marketplace Survey. The CPM shall survey the existing labor and materials marketplace conditions in the locality of the Project to ascertain the availability of suitable labor and materials necessary to complete construction of the Project Components within the time established by the District. The CPM shall provide the District Representative with a written evaluation of the extent of available and suitable labor/materials to complete construction of the Project Components within the District's Construction Budget and time objectives for the Project and whether in the CPM's opinion the CPM anticipates that the extent of available and suitable labor/materials will adversely impact the costs/time for completing construction of a Project Component. If the CPM concludes that the extent of available and suitable labor/materials may have an adverse impact on costs/time for completing construction of any Project Component, the CPM's written evaluation shall include recommendations for measures to mitigate or eliminate such potential adverse impacts to costs/time. The CPM shall implement such measures as directed or authorized by the District.

2.6. Bidding and Construction Strategy. Prior to commencement of the Bidding Phase for a Project Component, the CPM shall meet and confer with the District Representative to develop an overall strategy for bidding and constructing the Project, taking into account factors affecting time and/or costs for completing construction of the Project and the Project Component. The CPM shall conduct such interviews and participate in meetings and conferences with the Architect, District staff and others as necessary to develop a bidding and construction strategy for the Project Components consistent with the foregoing objectives. The CPM shall submit its written bidding/construction strategy for the Project to the District Representative for review and acceptance by the District. The CPM shall modify its written bidding/construction strategy for the Project as necessary to obtain the District's acceptance thereafter. The CPM shall implement the bidding/construction strategy accepted by the District Representative for the Project.

3. BASIC SERVICES; BIDDING PHASE

3.1. Review and Assembly of Bid Documents. The CPM shall review the District's standard forms of bid and contract documents to assist the District's Procurement Consultant to prepare Bid and Contract Documents for all the referenced Projects, and submit the same to the District for review and acceptance. The CPM shall advise the District's Procurement Consultant on any modifications to bid, proposal and/or contract documents for a Project Component as necessary.

3.2. Authority to Bid. The CPM shall surrender to the District the authority of the District or its designated agent (Procurement Consultant) to engage in the bidding RFP/RFQ processes for Project Component.

3.3. Advertisements. The CPM shall assist the District's Procurement Consultant in the development and issuances of the Notices to contractors; advertisement of bidding/ RFP/RFQ. Placement of bidding advertisement will be completed by the District upon advice of the District's Procurement Consultant and the CPM.

3.4. Contractor Pre-Qualification. The CPM shall make recommendations to the District relative to pre-qualification of potential bidders for construction of a Project Component. If the District elects to engage in the pre-qualification process for a Project Component, the CPM shall assist the District in: (i) development of pre-qualification criteria and the pre-qualification application; (ii) development of an advertisement in a newspaper of general circulation in Los Angeles

County of the availability of prequalification applications; (iii) develop and implement a program to inform potential bidders of the pre-qualification process and to encourage potential Contractors to engage in the pre-qualification process; (iv) review and evaluate responses to the pre-qualification application; and (v) make recommendations to the District for selection of the Contractors deemed qualified to submit Bid Proposals for the Project Component.

3.5. Dissemination of Bid Documents to Contractors. The District will contract with a Procurement Consultant for developing, issuing, managing, and distribution of Bids/RFP/RFQs documents, contracts and addenda issued during a bidding process for Components of the Project to prospective bidders. The District's Procurement Consultant services shall include but not be limited to; oversight of the District retained reprographics company and logistical support/coordination of the delivery of materials from the District, the CPM or to the reprographics company and the reprographic company's dissemination of bid documents, contract documents and addenda to prospective bidders for the Project Components. The District's Procurement Consultant in concert with the CPM shall establish a system for dissemination of Bid Documents to Contractors and for maintaining records of the identities/addresses/telephone-fax numbers/email addresses of the Contractors who have obtained Bid Documents for the Project. All such records shall be available to the District for review, inspection and/or reproduction upon request of the District.

CPM is responsible for ensuring that they provide their input to the District's Procurement Consultant related to bid and contract documents for the Project Components; and that this input is received from the CPM before the date of the first advertisement for bidding any and all Project Components.

3.6. Contractors' Campaign. The CPM shall assist the District's Procurement Consultant by all appropriate means of communication in order to advise Contractors of the availability of the Project Component for bidding. The CPM shall endeavor to maximize the participation of qualified Contractors whose principal place of business is situated in Southern California. The District's Procurement Consultant in concert with the CPM shall maintain records of contacts made and communications transmitted to/received from potential bidders for the Project Component. All such records shall be available for review and/or reproduction by the District upon request.

3.7. Pre-Bid Conference(s). The CPM shall assist the District's Procurement Consultant in conducting pre-bid conferences, including the job walk(s), if one of the required or scheduled in the Bid Documents. The pre-bid conference shall include without limitation: (i) description of the Project Component; (ii) description of the process for bidding and award of the Contract for construction of the Project Component; (iii) requirements relating to bonds, insurance coverages and similar administrative requirements; and (iv) coordination of construction Project Component with other Project Components.

The job walk shall provide bidders with an overview of the Site of the Project and an understanding of the physical limitations and other constraints affecting the Work of the Project Component or portions thereof.

The District's Procurement Consultant shall;

(1) record and transcribe minutes of the pre-bid conferences and job walk(s);

(2) Generate a list of bidders, and bidders' representatives attending a job walk(s); and shall be delivered by the District's Procurement Consultant to the CPM and to the District within twenty-four (24) hours of a job walk.

The District's Procurement Consultant shall issue the bidders list and the minutes of the Pre-Bid Conference(s) to; all potential bidders who have requested the Bid Documents; the CPM; the District; the Architect and other parties as directed by the District Representative.

3.8. Opening/Reading of Bid Proposals. The CPM shall assist the District's Procurement Consultant in the public opening and reading of Bid Proposals for the Project Component. Upon completing the public opening and reading of Bid Proposals, the CPM shall assist the District's Procurement Consultant in summarizing the results of bidding; the summary shall include identities of the Bidders, the amount proposed by each Bidder, including amounts proposed for Alternate Bid Items, if any included in the bidding and the identification of the apparent low bidder(s).

If bidding for the Project Component was subject to a pre-qualification process, the CPM shall review the Statement of Qualifications submitted by bidders for the Project Component and shall provide the District's Procurement Consultant and the District with a written confirmation of such review and recommendations, if any, of the CPM for rejection of a Bid Proposal based on the Bidder's responses to the Statement of Qualifications.

3.9. Review of Bid Proposals: Recommendations for Award of Construction Contract.

- A. CPM will assist determination and may provide a recommendation to the District when a bidder submitting the Bid Proposal is a **"Responsible" bidder**. CPM may make recommendations to the District regarding: (1) rejection of a Bid Proposal based upon the **"non-responsibility"** of the bidder;
- B. The District's Procurement Consultant shall determine and provide a recommendation to the District when a bidder submitting the Bid Proposal is **"Responsive"** to material bidding requirements. The District's Procurement Consultant shall make recommendations to the District regarding rejection of a Bid Proposal for **"non-responsiveness"** to material bidding requirements.

Rejection of a Bid Proposal for any other reason or rejection of all Bid Proposals remains with the authority of the District.

If the bidding for the Project Component includes Alternate Bid Items, the CPM may make recommendations for the Alternate Bid Items, if any, to be included in the scope of the Construction Contract awarded by the District for the Project Component.

The CPM, with concurrence of the District's Procurement Consultant shall make recommendations to the District Representative for award of the Contracts for the Project Components. As requested by the District, the CPM shall assist the District's Procurement Consultant and or the District in preparing the Contracts for execution

and other related administrative tasks in connection with the Contracts awarded by the District for the Project Components.

4. BASIC SERVICES; CONSTRUCTION PHASE

4.1. Administration and Coordination of Construction Contracts and Construction. CPM will provide administrative, management and related services necessary to administer the Construction Contracts for the Project, including, without limitation: (i) receive, review and forward to the District and the Architect the Contractor(s)' Certificates of Insurance and Bonds along with commentary as to the extent to which the same comply with requirements of the Construction Contract; (ii) advice and recommendations to the District for issuance of Notice(s) to Proceed directing commencement of construction of Project Component or portions thereof; issuance of the Notice(s) to Proceed on behalf of the District as directed or authorized by the District; (iii) scheduling, coordinating and conducting pre-construction and construction meetings; recording, maintaining and distributing minutes thereof; (iv) in consultation with the Architect, develop and implement procedures for the submittal and processing of Submittals; (v) in consultation with the District and the Architect, develop and implement procedures for the handling and disposition of the Contractor's requests for information or clarifications; (vi) establish and implement procedures for the transmittal and receipt of communications, drawings and other information between CPM, Architect and the Contractor relating to construction of the Project Component; (vii) assist the District in selection and retention of Test/Inspection Service Providers and the Project Inspector; (viii) review the Contractor's Construction Schedules and implement provisions of the Construction Contract relating to the Contractor's obligations for development, maintenance, updating and compliance with the Construction Schedule for the Project Component; and (ix) establish Site staging, lay down and storage areas. The CPM's Basic Services relating to Project communications shall utilize forms, processes and other measures implemented by the District in connection with construction of the Project Component.

4.2. Construction Phase Meetings and Conferences. The CPM shall conduct meetings and conferences during the Construction Phase of the Project.

4.2.1. Pre-Construction Conference. The CPM shall conduct a Pre-Construction Conference after award of the Construction Contracts for the Project and prior to commencing Project construction at the Site to address matters relating to: (i) scope and other requirements of the Project; (ii) the schedule for completion of the Project and Project Components; (iii) administrative matters, including the submission and processing of payment requests, requests for information, Submittals and other similar matters; (iv) prevailing wage rates, Certified Payroll Records and other matters relating to the employment of labor; (v) test and inspection requirements; and (vi) other matters relating to the Project and Project Components.

4.2.2. Regular Construction Conferences. During the course of construction of the Project, the CPM shall conduct Regular Construction Conferences on a weekly basis. The Regular Construction Conferences shall address at least the following: (i) Project Progress Schedule reviews, updates and look-aheads; (ii) outstanding and open matters from prior Construction Conferences; (iii) coordination of installation activities; and (iv) other matters relating to the construction of the Project.

- 4.2.3. Special Construction Conferences. As required by the circumstances of construction of the Project, the CPM shall call and conduct Special Construction Conferences to address matters not subject to the agenda or subject matter of Regular Construction Conferences.
- 4.2.4. Minutes of Conferences. The CPM shall maintain and issue minutes of Construction Phase Meetings and Conferences to the Contractor, the District, the Architect, the Project Inspector and others as directed or authorized by the District. The CPM shall, within five (5) days after the completion of a Regular or Special Construction Conference, issue minutes of such meeting or conference. Minutes prepared by the CPM shall accurately and completely reflect the discussions and conclusions reached on each separate agenda item considered during the course of a meeting or conference. If there are objections or corrections requested to any minutes of a meeting or conference issued by the CPM, the CPM shall review such objections or correction requests and address the same at the next Regular Construction Conference.
- 4.3. Monitoring of Construction Costs; Cost Reports. CPM will monitor on-going Construction Costs and advise the District of the financial condition of the Project by: (i) development of Project cash flow reports, forecasts and other financial reports for the Project, including those reflecting variations between actual Construction Costs and the Construction Budget and estimated costs of unperformed activities of the Project; (ii) maintaining records reflecting the actual costs for activities completed or in progress, including records relating to work performed on a unit cost basis and additional work performed by the Contractor on a time and materials basis; (iii) monitoring and advising the District of costs pertaining to potential, pending and completed Changes; and (iv) advising and making recommendations to the District for adjustments to the Construction Budget relative to actual or anticipated Construction Costs. The CPM shall prepare and submit cost reports the Project to the District Representative on a monthly basis; provided that if the District Representative reasonably determines that more frequent cost reports for the Project are required, the CPM shall comply with the directive(s) of the District Representative. The information compiled by the CPM and reports generated by the CPM relating to Construction Costs of the Project shall be in such detail, format and in accordance with processes/procedures required by the District. In addition, the extent of detail and the nature of the format of such reports, the information compiled by the CPM and reports generated by the CPM shall specifically indicate the original Contract Price of the Construction Contract, the extent of adjustment of the Contract Price by Change Orders approved by the District and the extent of potential further adjustment of the Contract Price as of the date of the CPM's report based upon the Changes or potential Changes known at the time of the CPM's preparation of a cost report. The CPM shall maintain separate cost records and reports for each Project Component.
- 4.4. Applications for Progress Payments. CPM will participate in the review and disbursement of Progress Payments to the Contractors for each Project and in consultation with the District, Project Inspector and the Architect, make recommendations for the disbursement of Progress Payments to the Contractor as follows: (i) CPM will assist in the development of procedures for submittal, review, processing and disbursement of Progress Payments to Contractor, along with associated forms and reporting systems; (ii) based upon CPM's observations and evaluations of each Application for Progress Payment, CPM will review and certify to the District the amount due on each such Application for Progress Payment; CPM's certifications constitute a

representation to the District that, based on CPM's observations at the Site, the data in each Application for Progress Payment, and to the best of CPM's knowledge, information and belief, the Work has progressed to the point indicated in the Application for Progress Payment and the quality of the Work is in generally in accordance with the Contract Documents; (iii) CPM's representations relative to Applications for Progress Payment are subject to an evaluation of the Work for conformity with the requirements for the Substantial Completion, results of subsequent tests, inspections and other procedures, minor deviations from requirements correctable prior to completion and any specific qualifications expressed by CPM in its certification. CPM's issuance of a Certificate pursuant to the preceding shall be a representation that the Contractor is entitled to payment in the amount so certified. The CPM's review of Applications for Progress Payment shall be undertaken and completed in a timely manner so that the District can meet its obligations to make Progress Payment due the Contractor within the time permitted by applicable law without incurring interest liability or other penalties/liabilities. If the CPM fails to timely complete its review of any of the Contractor's Applications for Payment and the failure to timely complete such review results in the District incurring interest liability or other penalties/liabilities, the CPM shall be liable to the District for all such interest liability or other penalties/liabilities. The District may withhold such amount from the Contract Price then or thereafter due the CPM for the Project. The CPM's liability pursuant to the foregoing shall be in addition to, and not in lieu of, all other liabilities of the CPM to the District for losses, costs, damages or any other liability of the District arising out of the CPM's failure to timely complete review of a Contractor's Application for Progress Payment. The CPM shall complete all of the foregoing for Applications for Progress Payment submitted for each Project Component.

4.5. Substantial Completion: Punchlist. In consultation with the Architect, Project Inspector and the District, the CPM will assist in ascertaining the achievement of Substantial Completion of the Project. If upon inspection of the Work of the Project, the CPM determines that Substantial Completion has not been achieved, the CPM will assist the Architect in noting the conditions of the Project and the measures necessary to achieve Substantial Completion of the Project. Upon the Contractor achieving Substantial Completion of the Project, the CPM will participate with the District, Project Inspector and the Architect to inspect the Work completed to note Punchlist items to be completed as a condition to achieving Final Completion. The CPM shall complete all of the foregoing for Applications for Progress Payment submitted for each Project Component.

4.6. Request for Information ("RFI"). Based upon the processes and procedures established by the District for the submission, review and response to the Contractor(s)' RFIs, the CPM shall implement such processes and procedures during construction of the Project. In addition to such processes and procedures, the CPM shall maintain a log of RFIs ("RFI Log") which sets forth at least the following: (i) sequential numbering of RFIs; (ii) dates of: submission of each RFI, transmittal of the RFI to the Architect, the Architect's response to the RFI and the transmittal of the Architect's response to the Contractor; and (iii) actual or potential cost and time impact of each RFI and the response to each RFI. The CPM's RFI Log shall include an assessment of the responsibility for any time or cost impacts arising out of a RFI or the response thereto. The RFI Log shall be available for review, inspection and/or reproduction by the District upon request. The CPM shall maintain separate RFI Logs for each Project Component.

4.7. Submittals. Based upon the processes and procedures established by the District and the Construction Documents for the Project relating to the submission, review and evaluation of

the Contractor(s)' Submittals, the CPM shall implement such processes and procedures during construction of the Project. In addition to such processes and procedures, the CPM shall maintain a log of Submittals ("Submittal Log") for the Project which set forth at least the following information: (i) sequential numbering or other means of tracking Submittals; (ii) the dates of: submission of a Submittal to the CPM from a Contractor, the CPM's transmittal of each Submittal to the Architect, the Architect's response to the Submittal and the CPM's transmittal of the Architect's Submittal response to the Contractor; and (iii) brief summary of Architect's Submittal response, including the requirement, if any, for revised or additional Submittals. The Submittal Log shall be available for review, inspection and/or reproduction by the District upon request. The CPM shall maintain separate Submittal Logs for each Project Component.

4.8. Project Progress.

- 4.8.1. Contractor's Schedules. CPM shall review the Contractor's Construction Schedules for each Project Component and updates thereof for: (i) verification of conformity to the requirements established in the Construction Contract for the Project; (ii) verification that all necessary activities to complete construction of the Project Component in accordance with the DSA reviewed Design Documents and the Construction Contract for the Project Component are reflected in the Contractor's Schedules; (iii) verification that the duration for construction activities are reasonable; and (iv) if required by the terms of the Construction Contract for the Project Component, verification that the Contractor's Schedules incorporate requirements for manpower and other resources necessary for the Contractor's construction of the Project Component. If the CPM, upon review of the Contractor's Schedules is unable to verify any of the matters set forth above, the CPM shall notify the District Representative in writing of such inability, along with recommendations for actions of the Contractor or modifications to the Contractor's Schedules so that the CPM can verify such matters. The CPM shall implement such measures as directed or authorized by the District.
- 4.8.2. Progress Records. CPM will maintain records of the progress of construction of Project Component construction, including written progress reports and photographs reflecting the status of construction and percentage completion of the Project Component. CPM will maintain daily records during construction of the Project Component showing weather conditions, personnel of the Contractor and its Subcontractors at the Site, work accomplished, problems encountered and other matters materially affecting completion of the Project Component or Construction Costs to complete construction of the Project Component.
- 4.8.3. Substantial Completion and Final Completion. Upon request of the Contractor, CPM will, in conjunction with the District Representative, Project Inspector and the Architect determine that Substantial Completion and Final Completion of each Project Component have been achieved. Upon determining that Substantial Completion/Final Completion has been achieved, the CPM shall issue Certificates of Substantial Completion and Final Completion, as applicable.

4.9. Contractor Compliance with Labor Code Requirements. The CPM shall review the Certified Payroll of each Contract for a Project Component records to generally confirm that appropriate classifications of labor are utilized and that the prevailing wage rates established for such classifications of labor are indicated in the Certified Payroll records as having been paid. A

material obligation of the CPM in its review of Certified Payroll records is to take cognizance of actual or potential violations of requirements or limitations relating to: (i) prevailing wage rates; (ii) days and hours of work by laborers; and (iii) ratios of journeymen to apprentices. If upon such review, the CPM determines that actual or potential violations of the foregoing have occurred the CPM shall notify the District Representative in writing of such determination along with recommendations for further investigation and/or implementation of appropriate proceedings. The CPM shall implement recommendations accepted by the District Representative, as directed or authorized by the District Representative.

4.10. Site Observations.

- 4.10.1. CPM On-Site. During construction of the Project and at substantially all times during which there are construction activities at the Site, CPM shall have its Project Manager, Field Superintendent or other authorized representative at the Site, to observe Site construction activities and to coordinate the activities of the Contractors for Project Components. CPM shall maintain at the Site the Drawings, Specifications, approved Change Orders, Submittals, applicable codes, rules and regulations and other written, graphic or electronic materials relating to the Project.
- 4.10.2. Construction Quality. The CPM shall use its best efforts to guard the District against defects and deficiencies in construction and workmanship of the Project and each Project Component on the basis of its Site observations, and a quality control program established and implemented hereunder to monitor construction workmanship for conformity with: (i) accepted industry standards; (ii) applicable laws, codes, regulations, ordinances or rules; (iii) and the requirements of the Construction Documents.
- 4.10.3. Rejection of Work. Whenever in the ordinary course of discharging its services hereunder CPM shall discover or observe patent conditions of defective or deficient construction or workmanship of a Project Component which has or may have an adverse impact upon building life-safety systems or operations, structural elements or integrity or the safety of persons or property, CPM shall take prompt action appropriate under the circumstances, including stopping the work and thereupon notifying the District in writing. In other circumstances where defective or deficient Work is observed by CPM, the District shall be notified in writing by the CPM of such conditions and if directed by the District, the CPM shall stop or reject such Work. CPM's responsibilities hereunder shall be limited to defective or deficient work of an apparent and patent nature.

4.11. Site Safety.

- 4.11.1. District Safety Program. Prior to any performance of Work at the Site, the CPM shall review the District's safety requirements for the Project, Project Component and to address measures to be implemented by the CPM to verify that the Contractor implements a safety programs during construction of the Project.
- 4.11.2. Contractor Safety Programs. CPM shall review safety programs of the Contractor for each Project Component for conformity with requirements of the Construction Documents and applicable law; CPM shall monitor the Contractors' compliance with their respective safety programs and advise the District of measures, if any, necessary or appropriate to obtain the Contractors' compliance. By undertaking

the obligations hereunder, CPM shall not be deemed to have assumed responsibility for the adequacy or sufficiency of safety programs implemented by Contractor, but the CPM is responsible for verifying that the Contractor has established a safety program, that the safety program established by the Contractor is in compliance with the Construction Documents and applicable law, rule or regulation and that the Contractor implements its safety program during construction of the Project.

- 4.11.3. Safety Violations; Safety Conditions. The CPM shall promptly notify the District Representative in writing of all CPM observed instances of a Contractor(s)' failure to comply with applicable safety requirements or safety programs. If a safety violation or other unsafe conditions occurs on or about the Site of the Project which have an immediate potential or actual adverse effect on life or property, the CPM is authorized, without prior notice to the District or prior directive of the District, to take all actions deemed necessary and appropriate by the CPM under the then existing circumstances to prevent such actual or potential adverse effect.

4.12. Changes and Claims.

- 4.12.1. Coordination of Changes. CPM will coordinate and disseminate correspondence, Drawings and other written materials by and between the Contractor, the District, Project Inspector, Test/Inspection Service Providers and the Architect relating to Changes to the Work of a Project Component. CPM will coordinate: (i) the Architect's preparation of modifications to the Design Documents as necessary for the Contractor to implement a District authorized change; (ii) DSA review and approval/acceptance of modified Design Documents relating to a Change; and (iii) the Contractor(s)' performance of Changes authorized by the District. CPM will maintain a log or other written records to monitor the pendency and disposition of Changes and Change Orders to keep the District advised of the status of the same and the actual or potential impact of any particular Change or Change Order or the cumulative effects thereof on Construction Costs or time for completing construction of the Project. If requested by the District, the Change Order Log shall include an evaluation of the underlying reason(s) for implementing a Change or Change Order. The Change Order Log maintained by the CPM shall be available for review, inspection and reproduction upon request of the District.
- 4.12.2. Processing of Changes and Change Orders. CPM will assist the District and the Architect in evaluation of requests by the Contractor for a Project Component for issuance of Change Orders, assist in negotiations with Contractor(s) relative to Change Orders proposals and the adjustment of Contract Price or Contract Time under the Construction Contract for the Project Component. CPM will make recommendations to the District and the Architect for handling and disposition of the Contractor's proposals relative to Change Orders. If a Change to a Construction for a Project Component is approved or authorized by the District, CPM will assist the District and the Architect in the preparation of a Change Order reflecting such approved or authorized change to the Construction Contract. The CPM is not authorized, without the prior written consent and approval of the District, to effectuate or authorize any Change to the Work of the Project. The CPM shall be

liable to the District for all direct and consequential costs, losses or damages resulting from the CPM's direction or authorization to effectuate a Change to the Work of the Project without the prior direction and authorization of the District.

- 4.12.3. Claims Handling. CPM will assist the Architect in the review, evaluation and processing of claims asserted by Contractor for a Project Component; CPM will make recommendations to the District as to merit, handling and disposition of Contractor(s)' claims. Except in the event that the CPM is alleged to have caused or contributed to the circumstances giving rise to a Contractor claim or other Contractor demand for compensation, services of the CPM to prepare documentation or provide testimony in a mediation, arbitration or judicial proceeding arising out of such a claim or demand for compensation shall be deemed Additional Services. If the CPM is alleged to have caused or contributed to a Contractor claim, the CPM's claims handling services, including without limitation, claims analysis, assistance in preparing briefs/graphic materials in connection with negotiations or dispute resolution proceedings relating to a Contractor claim and participation in negotiations or dispute resolution proceedings relating to a Contractor claim shall be deemed part of the CPM's Basic Services under this Agreement.

5. BASIC SERVICES; POST-CONSTRUCTION PHASE

- 5.1. Review and Transmittal of Contractor Closeout Documents. The CPM shall receive from the Contractor(s)' the closeout documents and items to be submitted by the Contractor(s) under the terms of the Construction Contract(s) upon completion of their obligations under the Construction Contract(s) ("Close-Out Submittals"). The CPM shall review each Contractor's Close-Out Submittals to determine conformity with requirements of each Construction Contract. If the CPM determines that any Contractors' Close-Out Submittals are not in conformity with requirements of the Construction Contract, the CPM shall make recommendations to the District for measures to secure compliance with the requirements of the Construction Contract. If complete and in accordance with the terms of the Construction Contract, the CPM shall deliver to the District Representative all of the Contractors' Close-Out Submittals, except for the Contractors' as-built drawings which the CPM shall transmit to the Architect for preparation of the Record Drawings. The CPM shall monitor the Architect's preparation and completion the Project Record Drawings.
- 5.2. CPM Project Records. Within thirty (30) days of the date after Final Completion of a Project Component, the CPM shall assemble and deliver to the District all of the records maintained by the CPM during the Construction Phase of the Project Component.
- 5.3. Contractor's Post-Construction Obligations. The CPM shall monitor such Contractor(s)' post-construction activities for conformity with requirements of the Contract. The CPM shall make recommendations, as necessary, for securing the Contractor's compliance with post-construction obligations. The CPM shall implement such recommendations as directed or authorized by the District Representative.
- 5.4. Project Reports. The CPM shall monitor the filing of DSA reports and other actions required by applicable law, rule or regulation to be undertaken by the Architect, Project Inspector and Contractor(s) during construction of the Project Component and upon completing construction of the Project. If the Architect, Project Inspector or any Contractor(s) have not filed reports or taken other actions required during construction of the Project or upon completing

construction of the Project, the CPM shall make recommendations to the District for measures to secure compliance by the Architect, Project Inspector or Contractor(s) with regard to such requirements. The CPM will assist the District in completion and submission of reports and other actions required to be undertaken by the District during construction of the Project or upon completing construction of the Project pursuant to applicable law, rule or regulation.

- 5.5. DSA Certification. The CPM is responsible for confirming that parties, including without limitation, the Architect, Project Inspector, Contractor and test/inspection service providers for the Project timely complete activities necessary for DSA Certification that the Deep Soil Mixing Component and Building Component of the Project is constructed in accordance with the DSA approved Construction Documents for the Project Component. The foregoing includes confirmation that such parties timely submit to DSA Verified Reports, test/inspection records and other similar materials necessary for DSA Certification of the Project. If DSA Certification of the Project Component is not issued within one hundred twenty (120) days after Final Completion of the Project Component, the CPM shall provide the District with a detailed written statement of: (i) each action necessary to obtain DSA Certification ("Certification Action"); (ii) party(ies) responsible for completing each Certification Action; and (iii) measures to be implemented by the District to complete each Certification Action ("Certification Measures"). The CPM shall assist the District in implementing Certification Measures as directed or authorized by the District.

6. CPM COMPENSATION

- 6.1. Contract Price. The District will pay the CPM the lump sum fixed Contract Price of _____ Dollars (\$ _____) for completion of the Basic Services. The Contract Price established pursuant to the foregoing shall not be subject to adjustment unless: (i) the District authorizes or direct the completion of Additional Services which are not required as a result of any fault, neglect or failure of the CPM; (ii) the District authorizes or direct material changes to the scope of the Project which materially modifies the Construction Budget or the District's schedule for completion of Project Design Documents and/or Project construction.
- 6.2. All-Inclusive Contract Price. The Contract Price includes the CPM's fee, personnel expenses, inclusive of all benefits and burdens, travel for the personnel of the CPM to and from the District and the Site of the Project as well as travel within the **counties of Ventura, Los Angeles, Orange, Riverside and San Bernardino**, insurance and all other administrative and/or overhead costs associated with or arising out of performance of the CPM's obligations under this Agreement.
- 6.3. No Reimbursable Expenses. The Contract Price includes all costs and expenses incurred by CPM to complete the Basic Services or authorized Additional Services including without limitation expenses for telephone, postage, delivery, office supplies, reproduction of plans and prints, photographic film and development and travel to and from the Site and the District's Administrative offices.
- 6.4. Additional Services. If the District authorizes or directs the CPM to perform or provide Additional Services, the CPM shall be compensated such Additional Services based upon the lesser of: (i) the actual time of the personnel of the CPM multiplied by the applicable hourly rate set forth in Exhibit A hereto; or (ii) the time of personnel reasonably determined by the District to be reasonably necessary to complete the District authorized Additional Services, multiplied by the applicable hourly rate set forth in Exhibit A hereto. The CPM shall obtain in advance the District's approval of the nature and extent of actual costs reasonable and necessary to be incurred by CPM in providing such additional services. No Additional Services shall be

compensated but upon approval by the Board of the District.

6.5. District Payments.

6.5.1. Allocation of Contract Price. The District’s payment of the Contract Price shall be allocated amongst the various Phases of the Basic Services of this Agreement for each Project Component as follows:

Demolition Component	
Basic Services Phase	Portion of Contract Price
Bidding Assistance	__%
Construction	__%
Post-Construction and Closeout	__%

Deep Soil Mixing Component	
Basic Services Phase	Portion of Contract Price
Design Phase	__%
Bidding Assistance	__%
Construction	__%
Post-Construction and Closeout	__%

Building Component	
Basic Services Phase	Portion of Contract Price
Design Phase	__%
Bidding Assistance	__%
Construction	__%
Post-Construction and Closeout	__%

Sports Field Component	
Basic Services Phase	Portion of Contract Price
Design Phase	__%
Bidding Assistance	__%
Construction	__%
Post-Construction and Closeout	__%

- 6.5.2. CPM Billings to District. During the course of providing Basic Services, the CPM shall submit monthly billing invoices to the District for payment of the Contract Price for Basic Services and authorized Additional Services performed in the immediately prior month. The CPM's billings shall be in such form and format as may be reasonably requested by District. The CPM's billings for any Basic Services Phase shall be limited to the portion of the Contract Price allocated for each Basic Services Phase, as set forth above. If the portion of the Contract Price allocated for a Basic Services Phase is exhausted before the CPM completes obligations for such Basic Services Phase, the CPM shall complete all remaining obligations for such Basic Services Phase without adjustment of the Contract Price or the portion of the Contract Price allocated to such Basic Services Phase.
- 6.5.3. District Payments to CPM. Within thirty (30) days of receipt of the CPM's billing invoices, District will make payment to CPM of undisputed amounts of the Contract Price due for Basic Services and authorized Additional Services. No deductions shall be made or withheld from payments due the CPM hereunder on account of any penalty, assessment, liquidated damages or other amounts withheld by the District from payment to the Contractor engaged by the District for construction of the Project. The District may, however, withhold or deduct from amounts otherwise due the CPM if the CPM fails to timely and completely perform obligations to be performed on its part under this Agreement, with the amounts withheld or deducted being released after the CPM has fully cured such failure of performance, less costs, damages or losses sustained by the District resulting therefrom.

7. INSURANCE AND INDEMNITY

7.1. CPM Insurance.

- 7.1.1. Workers Compensation and Employers Liability Insurance. The CPM shall purchase and maintain Workers' Compensation Insurance covering claims under workers' or workmen's compensation, disability benefit and other similar employee benefit acts under which the CPM may be liable. The CPM shall purchase and maintain Employer's Liability Insurance covering bodily injury (including death) by accident or disease to any employee, which arises out of the employee's employment by the CPM. The Employer's Liability Insurance required of the CPM hereunder may be obtained by the CPM as a separate policy of insurance or as an additional coverage under the Workers' Compensation Insurance required to be obtained and maintained by the CPM hereunder.
- 7.1.2. Commercial General Liability. The CPM shall purchase and maintain Commercial General Liability Insurance as will protect the CPM from the types of claims set forth below which may arise out of or result from the CPM services under this Agreement and for which the CPM may be legally responsible: (i) claims for damages because of bodily injury, sickness or disease or death of any person other than the CPM's employees; (ii) claims for damages insured by usual personal injury liability coverage which are sustained (a) by a person as a result of an offense directly or indirectly related to employment of such person by the CPM, or (b) by another person; (iii) claims for damages, because of injury to or destruction of tangible property, including loss of use resulting therefrom; (d) claims for damages because

of bodily injury, death of a person or property damages arising out of ownership, maintenance or use of a motor vehicle; (e) contractual liability insurance applicable to the CPM’s obligations under this Agreement; and (f) for completed operations. District shall be an additional named insured to the CPM’s Commercial General Liability insurance policy.

7.1.3. Professional Liability Insurance. The CPM shall procure and maintain professional liability insurance covering claims arising out of the performance of services under this Agreement.

7.1.4. Coverage Limits. Minimum coverage limits for policies of insurance obtained by the CPM shall be as follows:

Policy of Insurance	Minimum Coverage Limits
Workers’ Compensation	In accordance with applicable law
Employer’s Liability	One Million Dollars (\$1,000,000)
Commercial General Liability (including coverage for automobile liability and property casualty)	Two Million Dollars (\$2,000,000) per occurrence and Four Million Dollars (\$4,000,000) in the aggregate
Professional Liability	Two Million Dollars (\$2,000,000) per claim and Four Million Dollars (\$4,000,000) in the aggregate

7.1.5. Policy Endorsements; Evidence of Insurance. Prior to commencing performance of Basic Services for the Project, the CPM shall deliver Certificates of Insurance to the District Representative which evidence each of the policies of insurance in the minimum coverage amounts required in connection with the Project. All policies of insurance required hereunder shall be issued by insurer(s) authorized to issue insurance by the State of California and to the reasonable satisfaction of the District. Coverages under each policy of insurance, whether by endorsement or otherwise, shall provide that such policy will not be materially modified, canceled or allowed to expire without at least thirty (30) days advance written notice to the District.

7.1.6. District General Liability Insurance. The District shall obtain and maintain General Liability Insurance covering the District for claims of bodily injury, death or property damage arising out of the Project.

7.2. Indemnity.

7.2.1. CPM Indemnity of District. The CPM shall indemnify, defend and hold harmless the Indemnified Parties from all claims, demands, liabilities, actions and causes of action, including without limitation, claims for bodily injury, death, physical property damage and demands, losses, liabilities or other claims arising out of: (i) the CPM’s services hereunder; or (ii) the negligent, grossly negligent or willful conduct of CPM or the employees, agents or representatives of the CPM. The

Indemnified Parties are: the District, the District's Board of Educations and each individual member thereof and the employees, officers, agents and representatives of the District. The CPM's obligations hereunder include without limitation, costs and fees incurred by the Indemnified Parties including attorneys' fees. The CPM's obligations hereunder shall survive termination of this Agreement and the completion of Basic Services for the Project, until barred by the applicable statute of limitations.

- 7.2.2. District Indemnity of Consultant. The District shall indemnify, defend and hold harmless the CPM from all claims arising out of this Agreement, including without limitation, claims for bodily injury (including death) and physical property damage which arise out of the negligent or willful acts, omissions or other conduct of the District.

8. TERM OF AGREEMENT; TIME

8.1. Term. The Term of this Agreement shall commence as of the date set forth above and shall expire upon the CPM's completion of Basic Services.

8.2. Time. All of the Basic Services and authorized Additional Services for the Project shall be completed by the CPM in a prompt and diligent manner.

9. TERMINATION; SUSPENSION

9.1. Termination for Default. Either the District or CPM may terminate this Agreement upon seven (7) calendar days advance written notice to the other if there is a default by the other Party in its performance of a material obligation hereunder and such default in performance is not caused by the Party initiating the termination. Such termination shall be deemed effective the seventh (7th) day following the date of the written termination notice, unless during such seven (7) day period, the Party receiving the written termination notice shall commence to cure its default(s) and diligently thereafter prosecute such cure to completion. In addition to the District's right to terminate this Agreement pursuant to the foregoing, the District may terminate this Agreement upon written notice to CPM if: (i) CPM becomes bankrupt or insolvent, which shall include without limitation, a general assignment for the benefit of creditors or the filing by CPM or a third party of a petition to reorganize debts or for protection under any bankruptcy or similar law or if a trustee or receiver is appointed for CPM or any of CPM's property on account of CPM's insolvency; or (ii) if CPM disregards applicable laws, codes, ordinances, rules or regulations. If District exercises the right of termination hereunder, the amount due CPM, if any shall be based upon Basic Services and authorized Additional Services provided prior the effective date of the District's termination of this Agreement, reduced by losses, damages, or other costs sustained by the District arising out of the termination of this Agreement or the cause(s) for termination of this Agreement. CPM shall remain responsible and liable to District all losses, damages or other costs sustained by District arising out of termination pursuant to the foregoing or otherwise arising out of CPM's default hereunder, to the extent that such losses, damages or other costs exceed any amount due CPM hereunder for Basic Services or authorized Additional Services.

- 9.2. District's Right to Suspend. The District may, in its discretion, suspend all or any part of the CPM's services for such duration as established by the District in the District's written directive to the CPM. The CPM shall resume Basic Services in accordance with the District's written notice rescinding all or a portion of the directive directing suspension of the CPM's services. The Contract Price shall not be subject to adjustment on account of any suspension directed by the District, except for personnel cost adjustments that were scheduled or agreed to between the District and the CPM prior to the District's directive suspending services under this Agreement.
- 9.3. District's Termination of Agreement for Convenience of the District. The District may, at any time, upon seven (7) days advance written notice to CPM terminate, in whole or in part, this Agreement for the District's convenience and without fault, neglect or default on the part of CPM. In such event, the Agreement (or portions thereof as designated by the District) shall be deemed terminated seven (7) days after the date of the District's written notice to CPM or such other time as the District and CPM may mutually agree upon. In such event, the District shall make payment of the Contract Price for the Project to the CPM for services provided through the date of termination. Except as set forth herein, no other payment or compensation shall be due the CPM upon the District's termination of this Agreement pursuant to the preceding.
- 9.4. CPM Suspension of Services. If the District shall fail to make payment of undisputed portions of the Contract Price for the Project when due CPM hereunder, CPM may, upon seven (7) calendar days advance written notice to the District, suspend further performance of services hereunder until payment of the undisputed portions of the Contract Price in full is tendered by the District. In such event, CPM shall have no liability for any delays or additional costs to construct the Project due to, or arising out of, such suspension. Except as expressly set forth herein, the CPM shall have no other right to suspend its performance and completion of Basic Services in accordance with the terms of this Agreement.

10. CPM RECORDS AND FILES

- 10.1. Maintenance of Project Books and Records. CPM shall maintain complete and accurate books and records with respect to services, costs, expenses, receipts and other information required by District to verify the scope or charges for any services provided under this Agreement. CPM shall maintain such records in sufficient detail to permit District, District's independent auditors, or their designee to thoroughly evaluate and verify the nature, scope, value and charges for services performed under this Agreement. All such books and records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. Such records shall be kept separate from other documents and records unrelated to the Project for a period of three (3) years after the later of the end of the Basic Term or final payment to CPM.
- 10.2. Audit of Records. District, District's independent auditors, or their designee, upon reasonable notice, shall have the right to examine and to audit books, records, documents, and other evidence sufficient to reflect properly all costs and expenses claimed to have been incurred in CPM's performance of this Agreement, including the time spent by personnel in the performance of services on the Project. Such right to audit shall include inspection at all reasonable times at CPM's offices or facilities. In addition, CPM shall, at no cost or expense to District, furnish facilities and cooperate fully with the audit. Upon request, CPM shall provide reproducible copies of books, records and other documents that are applicable to this Agreement for reproduction by the District or its designee at the District's cost.

- 10.3. Audit Reimbursement. To the extent that an audit by District or District’s independent auditors discloses excess charges inaccurately or improperly attributed to this Project by CPM, CPM must agree to explain and support the charges. Only upon a mutual agreement between District and CPM will the CPM remit the amount of the overpayment to District upon a reasonable demand.

11. MISCELLANEOUS

- 11.1. Governing Law: Interpretation. This Agreement shall be governed and interpreted in accordance with the laws of the State of California in accordance with its fair meaning and not strictly for or against the District or CPM.
- 11.2. Successors: Non-Assignability. This Agreement and all terms hereof are binding upon and inure to the benefit of the respective successors of CPM and the District. Neither CPM nor District shall assign rights or obligations hereunder without the prior consent of the other, which consent may be withheld or granted in sole discretion of the Party requested to grant such consent.
- 11.3. Authority. The individual(s) executing this Agreement on behalf of CPM warrant and represent that she/he is authorized to execute this Agreement and bind CPM to all terms hereof. The individual(s) executing this Agreement on behalf of District warrant and represent that she/he is authorized to execute this Agreement and subject to approval and ratification by the District’s Board of Educations, to bind District to all terms hereof.
- 11.4. CPM Work Product. All tangible and intangible items and materials, whether received by the CPM or generated by the CPM (“CPM Work Product”) is the sole property of the District. If the District exercises the right to terminate this Agreement, in whole or in part, or upon the CPM’s completion of Basic Services and authorized Additional Services hereunder, the CPM shall assemble and transmit to the District all CPM Work Product. Upon request of the District, the CPM shall make available to the District all CPM Work Product completed or in progress at the time of such a request, for inspection review and/or reproduction by the District. The CPM may, at the CPM’s costs and expense, make copies of the CPM Work Product for the CPM’s records and for archival purposes; the CPM may not use the CPM Work Product for any other project.
- 11.5. Notices. Notices under this Agreement shall be delivered by First Class United States Mail, postage prepaid or by email addressed set forth below. Notices transmitted by United States Mail are deemed effective the third (3rd) working day after the postmark date. Notices transmitted by email shall be effective four (4) hours after the time of delivery.

If to District:

Lynwood Unified School District

11321 Bullis Road

Lynwood, CA 90262

Email: _____

If to CPM:

11.6. Disputes.

- 11.6.1. Continuation of CPM Services. Except in the event of the District's failure to make payment of undisputed portions of the Contract Price due the CPM for the Project, notwithstanding any disputes between District and CPM arising hereunder, CPM shall continue to provide and perform services hereunder pending a subsequent resolution of such disputes.
- 11.6.2. Mandatory Mediation. All claims, disputes and other matters in controversy between the CPM and the District arising out of or pertaining to this Agreement, excepting therefrom any and all claims for indemnity, shall be submitted for resolution by non-binding mediation before a mutually acceptable third-party mediator. In the event the parties are unable to agree upon a mediator, the mediation shall be conducted under the auspices of the American Arbitration Association ("AAA"). The commencement and completion of mediation proceedings pursuant to the foregoing is a condition precedent to either the District or the CPM commencing arbitration proceedings.
- 11.6.3. Arbitration. All claims, disputes or other matters in controversy between CPM and District arising out of or pertaining to the Project or this Agreement which are not fully resolved through the mandatory mediation set forth above shall be settled and resolved by binding arbitration conducted under the auspices of the American Arbitration Association ("AAA"). The award rendered by the Arbitrator(s) shall be final and binding upon the District and the CPM only if it is supported by law and substantial evidence pursuant to California Code of Civil Procedure §1296. Any arbitration award that does not include findings of fact and conclusions of law in conformity with California Code of Civil Procedure §1296 shall be invalid and unenforceable. The District and CPM hereby expressly agree that the Court shall, subject to California Code of Civil Procedure §§1286.4 and 1296, vacate the arbitration award if, after review of thereof, the Court determines either that the arbitration award is not supported by substantial evidence or that it is based on an error of law. If any claim or dispute is asserted by the Architect or a Contractor or the District relating to the Project and arising in whole or in part out of this Agreement, CPM and District agree that any arbitration proceedings initiated between CPM and District hereunder shall be consolidated with any arbitration proceedings initiated in connection with such other claim or dispute with the Architect or Contractor, without the need for a Court Order pursuant to Code of Civil Procedure § 1281.3.
- 11.6.4. CPM Compliance with Government Code §900 et seq. The foregoing dispute resolution procedures notwithstanding, neither the provisions of this Agreement, shall be deemed to waive, limit or modify any requirements under Government Code §900 et seq. relating to the CPM's submission of claims to the District. The CPM's strict compliance with all applicable provisions of Government Code §900 et seq. in connection with any claim, dispute or other disagreement arising hereunder shall be an express condition precedent to the CPM's initiation of any other dispute resolution procedure or proceeding.

11.7. Time. Time is of the essence in the performance and completion of obligations under this Agreement.

- 11.8. Amendments. Amendments to this Agreement shall be effective and enforceable only if: (i) if the amendment is reflected in a written instrument; (ii) the written amendment is executed on behalf of the Architect and District by their respective authorized employees; and (iii) approved by the District’s Board of Educations in an open public meeting of the Board of Educations.
- 11.9. Entire Agreement. This Agreement, the Proposal and Exhibit A, Rate Schedule, both of which are attached hereto constitute the entire agreement and understanding between the District and the CPM concerning the subject matter hereof, replacing and superseding all prior agreements or negotiations, whether written or verbal. Notwithstanding incorporation of the Proposal, conflicts or inconsistencies between the terms of this Agreement and the Proposal, the terms of this Agreement shall prevail and apply to resolve any such conflict or inconsistency. No term or condition of this Agreement shall be modified or amended except by writing executed by the District and the Architect.

IN WITNESS HEREOF, the Parties have executed this Agreement as of the date set forth above.

“District”

“CPM”

Lynwood Unified School District

By: _____

By: _____

Price and Costing

The Respondent shall provide the overall hourly rate that will be charged to the District for this Contract. The hourly rate shall include profit and overhead.

Position	\$/HR
Project Manager	
Field Superintendent	
3 rd Key Personnel (<i>if applicable</i>)	
Executive Staff	
Administrative Staff	

The Respondent shall provide their proposed cost to complete the work for each component based on a percentage of the construction cost of that component. For each component, the

Demolition Component Total	%
Soils Stabilization Component	%
Construction of the Classroom Building Component	%
Sports Field Upgrade	%

- The Respondent shall not provide comments, exceptions, adjustments, or any additional information to any of the items.
- The District may request additional information to examine, validate, and verify the cost or pricing data submitted.

The District may request assurance that financial limitations do not exist that may cause failure to meet delivery and installation schedules or withdrawal of the company from the marketplace

EXHIBIT 2

Project Schedules

The anticipated demolition of the Classroom Building is scheduled on June 15, 2023.

Detailed schedule for the Demolition will be provided on Monday, January 23, 2023 by addendum.

The schedules for the other components will be provided by addendum.

ENCLOSURE 001

DISABLED VETERAN BUSINESS ENTERPRISE (“DVBE”)

PARTICIPATION GOAL PROGRAM POLICY

1. DVBE Participation Goal Program Policy. LYNWOOD UNIFIED SCHOOL DISTRICT (“the District”) is committed to achieving the legislatively and administratively established Participation Goal for Disabled Business Enterprises (“DVBEs”). Through the DVBE Participation Goal Program, the District encourages contractors to ensure maximum opportunities for the participation of DVBEs. The District’s commitment to the achievement of DVBE Participation Goal shall not, however, result in the District’s discrimination in the award of the Contract on the basis of ethnic group identification, ancestry, religion, age, sex, race, color, or physical or mental disability.

2. Definitions.
 - 2.1. Disabled Veteran. A “Disabled Veteran” means a veteran of the military, naval, or air service of the United States with at least ten percent (10%) service-connected disability who is a resident of the State of California.
 - 2.2. Disabled Veteran Business Enterprise. A “Disabled Veteran Business Enterprise” (“DVBE”) means a business enterprise certified by the Office of Small and Minority Business, State of California, Department of General Services, as a “Disabled Veteran Business Enterprise.”
 - 2.3. Good Faith Efforts. As use herein, the term “Good Faith Efforts” shall be deemed to mean demonstrable and effective efforts of the Respondent to seek out, consider and secure DVBEs in order to meet the Participation Goal; the Good Faith Efforts must be an active and aggressive effort to meet the Participation Goal, as more particularly set forth herein.

3. Participation Goal.
 - 3.1. Participation Goal Defined. The term “Participation Goal” is a numerically expressed objective for DVBE participation in performing the Work of the Contract. The DVBE Participation Goal is not a quota, set-aside, or rigid proportion.
 - 3.2. DVBE Participation Goal. The DVBE Participation Goal is Three Percent (3%) of Respondent’s proposed price.

4. Good Faith Efforts to Meet Participation Goal.
 - 4.1. Good Faith Efforts. The Bid Proposal submitted by any Respondent who has not met the DVBE Participation Goal shall be considered responsive only if the Respondent represents that it made Good Faith Efforts to meet the DVBE Participation Goal.

4.2. Good Faith Efforts to Meet DVBE Participation Goal. A Respondent must secure the participation of DVBEs in a timely manner to ensure that potential DVBEs have an adequate opportunity to respond to the Respondent's solicitation of sub-bids and be given serious consideration by the Respondent. Such Good Faith Efforts shall include, without limitation:

4.2.1. Advertisements. Advertise (with sufficient time for submission of sub-bids and the Bidder's good faith consideration of the same) prior to the last date for submittal of Bid Proposals in: (i) one or more daily or weekly newspapers of general circulation published in the locality of the Work, and (ii) one or more construction trade publications, and (iii) one or more construction trade publications, journals or papers focusing on DVBEs. Each of the advertisements pursuant to the preceding, must state the following: (i) identification of the general description of the Work and an identification of the District; (ii) state the closing date and time for the District's receipt of Bid Proposals; (iii) state the last date and time for submission of sub-bids from DVBEs to the Bidder; (iv) request sub-bids from DVBE Subcontractors or Material Suppliers; (v) identify the type of Work of the Contract available for sub-bids by DVBEs; and (vi) unequivocally state the requirement of bonds, if any, of a DVBE sub-Bidder and who is to bear the expense of obtaining any required bonds.

5. Documentation of Achievement of Participation Goal or Good Faith Efforts. Each Respondent shall note, where indicated, in the form of Proposal whether the DVBE Participation Goal was achieved and if not, that Good Faith Efforts were made to achieve the DVBE Participation Goal. The District may, at its discretion, request that Respondents submit documentation of compliance with the DVBE Participation Goal Program at any time after the District's opening of Proposals and prior to the District's award of the Contract. **If a Respondent is requested by the District to submit DVBE Participation Goal Program documentation, the failure of any Respondent to timely submit complete and accurate documentation on DVBE Participation Worksheets issued by the District at or prior to the time established herein will render the Respondent's Proposal non-responsive and rejected.**

6. Monitoring of DVBE Participation. During performance under the CM Agreement, the successful Respondent shall maintain complete and accurate records of DVBE Participation. From time-to-time, upon the request of the District the Respondent awarded the CM Agreement shall submit reports, in form and content satisfactory to the District, regarding DVBE Participation. The failure or refusal of the successful Respondent to submit reports of DVBE Participation during performance under the CM Agreement within ten (10) days of the District's request for such reports may be deemed by the District to be the successful Respondents's default of a material obligation of the CM Agreement and thereupon, the District may exercise any right or remedy provided for under the CM Agreement or at law, including without limitation termination of the CM Agreement for default or the withholding of payments otherwise due under the CM Agreement until such report(s) is/are received. The Respondent awarded the CM Agreement shall maintain books and records of DVBE Participation in the Work for at least three (3) years following completion of the CM Agreement; during such time, the District shall have access, upon reasonable advance notice, to such books and records for inspection or reproduction.

7. Contract Audit. The successful Bidder awarded the Contract agrees that the District, or its designee, shall have the right to review, obtain and/or copy any and all writings, materials, documents and other records pertaining to utilization of DVBEs in performance of the Contract. The successful Bidder awarded the Contract agrees that the District, or its designee, shall have access to any of the successful Bidder's premises upon reasonable notice, during usual business hours for the purpose of interviewing employees and inspecting and/or copying such writings, materials, documents and other documents which may be relevant to a matter under investigation for the purpose of determining compliance with the DVBE Participation Goal Program Policy.

Name of Representative: _____

Title of Representative: _____

Respondents Firm Name: _____

Date: _____

Signature of Representative: _____

ENCLOSURE 002

NON-COLLUSION DECLARATION

The undersigned declares:

I am the _____ [Title] of _____ [Name of Company],
the party making the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

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

Name of Representative: _____

Title of Representative: _____

Respondents Firm Name: _____

Date: _____

Signature of Representative: _____

ENCLOSURE 003

CERTIFICATE REGARDING DRUG-FREE WORKPLACE

This Drug-Free Workplace Certification form is required from all successful bidders pursuant to the requirements mandated by Government Code section 8350 et seq., the Drug-Free Workplace Act of 1990. The Drug-Free Workplace Act of 1990 requires that every person or organization awarded a contract or grant for the procurement of any property or service from any State agency must certify that it will provide a drug-free workplace by performing certain specified acts. In addition, the Act provides that each contract or grant awarded by a State agency may be subject to suspension of payments or termination of the contract or grant, and the Contractor or grantee may be subject to debarment from future contracting, if the contracting agency determines that specified acts have occurred.

Pursuant to Government Code section 8355, every person or organization awarded a contract or grant from a State agency shall certify that it will provide a drug-free workplace by doing all of the following:

1. Publishing a statement, notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the person's or organization's workplace, and specifying actions which will be taken against employees for violations of the prohibition.
2. Establishing a drug-free awareness program to inform employees about all of the following:
 - a. The dangers of drug abuse in the workplace;
 - b. The person's or organization's policy of maintaining a drug-free workplace;
 - c. The availability of drug counseling, rehabilitation and employee-assistance programs; and
 - d. The penalties that may be imposed upon employees for drug abuse violations;
3. Requiring that each employee engaged in the performance of the contract or grant be given a copy of the statement required by subdivision (a) and that, as a condition of employment on the contract or grant, the employee agrees to abide by the terms of the statement.

I, the undersigned, agree to fulfill the terms and requirements of Government Code section 8355 listed above and will (a) publish a statement notifying employees concerning the prohibition of controlled substance at the workplace, (b) establish a drug-free awareness program, and (c) require each employee engaged in the performance of the contract be given a copy of the statement required by section 8355(a) and require such employee agree to abide by the terms of that statement.

I also understand that if the Lynwood Unified School District determines that I have either (a) made a false certification herein, or (b) violated this certification by failing to carry out the requirements of Section 8355, that the contract awarded herein is subject to termination, suspension of payments, or both. I further understand that, should I violate the terms of the Drug-Free Workplace Act of 1990, I may be subject to debarment in accordance with the requirements of Section 8350 et seq.

I acknowledge that I am aware of the provisions of Government Code section 8350 et seq. and hereby certify that I will adhere to the requirements of the Drug-Free Workplace Act of 1990.

DATE: _____

CONTRACTOR

By: _____
Signature

ENCLOSURE 004

**CERTIFICATE REGARDING ALCOHOLIC BEVERAGE AND
TOBACCO-FREE CAMPUS POLICY**

The Contractor agrees that it will abide by and implement the District’s Alcoholic Beverage and Tobacco-Free Campus Policy, which prohibits the use of alcoholic beverages and tobacco products, of any kind and at any time, in District-owned or leased buildings, on DISTRICT property and in DISTRICT vehicles. The Contractor shall procure signs stating “ALCOHOLIC BEVERAGE AND TOBACCO USE IS PROHIBITED” and shall ensure that these signs are prominently displayed in all entrances to school property at all times.

DATE: _____

CONTRACTOR

By: _____

Signature

ENCLOSURE 005

**CERTIFICATE REGARDING WORKERS' COMPENSATION
FORM**

Labor Code section 3700 in relevant part provides:

Every employer except the State shall secure the payment of compensation in one or more of the following ways:

1. By being insured against liability to pay compensation by one or more insurers duly authorized to write compensation insurance in this State.
2. By securing from the Director of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to employees.
3. For any county, city, city and county, municipal corporation, public district, public agency, or any political subdivision of the state, including each member of a pooling arrangement under a joint exercise of powers agreement (but not the state itself), by securing from the Director of Industrial Relations a certificate of consent to self-insure against workers' compensation claims, which certificate may be given upon furnishing proof satisfactory to the director of ability to administer workers' compensation claims properly, and to pay workers' compensation claims that may become due to its employees. On or before March 31, 1979, a political subdivision of the state which, on December 31, 1978, was uninsured for its liability to pay compensation, shall file a properly completed and executed application for a certificate of consent to self-insure against workers' compensation claims. The certificate shall be issued and be subject to the provisions of Section 3702.

I am aware of the provisions of Labor Code section 3700 which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provision before commencing the performance of the work of this Contract.

DATE: _____

CONTRACTOR

By: _____

Signature

In accordance with Article 5 (commencing at section 1860), Chapter 1, Part 7, Division 2 of the Labor Code, the above certificate must be signed and submitted with the Contractor's bid.

ENCLOSURE 006

CERTIFICATION REGARDING BACKGROUND CHECKS

_____ certifies that it has performed one of the following:
[Name _____ of _____ contractor/consultant]

- Pursuant to Education Code section 45125.1, Contractor has conducted criminal background checks, through the California Department of Justice, of all employees providing services to the _____ District, pursuant to the contract/purchase order dated _____, and that none have been convicted of serious or violent felonies, as specified in Penal Code sections 1192.7(c) and 667.5(c), respectively.

As further required by Education Code section 45125.1, attached hereto as Attachment "A" is a list of the names of the employees of the undersigned who may come in contact with pupils.

OR

- Pursuant to Education Code section 45125.2, Contractor will ensure the safety of pupils by one or more of the following methods:
 - 1. The installation of a physical barrier at the worksite to limit contact with pupils.
 - 2. Continual supervision and monitoring of all employees of the entity by an employee of the entity whom the Department of Justice has ascertained has not been convicted of a violent or serious felony.

I declare under penalty of perjury under the laws of the United States that the foregoing is true and correct.

DATE: _____

CONTRACTOR

By: _____

Signature

ENCLOSURE 007

SITE VISIT CERTIFICATION

I certify that I have visited the site of the proposed work and have fully acquainted myself with the conditions of the Project site, as well as those relating to construction and labor of the Project, and I fully understand the facilities, difficulties, and restrictions which may impact the total and adequate completion of the Project.

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

I agree to fully defend, indemnify and hold harmless the DISTRICT, Architect, Inspectors, Construction Manager (if any), and their directors, officers, employees, agents and volunteers from any damages, costs, expenses, or omissions related to conditions that could or should have been identified during my visit to the site.

DATE: _____

CONTRACTOR

By: _____

Signature

CHECKLIST OF MANDATORY FORMS

Additional documents may be required so bidders should carefully review all Contract Documents and Bid Documents

	Page	<i>District USE Only</i>	
		Submitted	Notes
<input type="checkbox"/> Cover Sheet: Submittal Form A	19		
<input type="checkbox"/> Qualification Statement: Submittal Form B	21		
<input type="checkbox"/> Experience of the Key Personnel: Submittal Form C	25		
<input type="checkbox"/> Experience of Key Personnel: Submittal Form D	26		
<input type="checkbox"/> Contract Exceptions: Submittal Form E	27		
<input type="checkbox"/> Price and Costing: Submittal Form F	28		
<input type="checkbox"/> California Military & Veterans Code: Enclosure 001	55		
<input type="checkbox"/> Non-Collusion Declaration: Enclosure 002	58		
<input type="checkbox"/> Certificate Regarding Drug-Free Work Place: Enclosure 003	59		
<input type="checkbox"/> Certificate Regarding Alcoholic Beverage and Tobacco-Free Campus Policy: Enclosure 004	60		
<input type="checkbox"/> Certificate Regarding Workers Compensation: Enclosure 005	61		
<input type="checkbox"/> Certification Regarding Background Checks: Enclosure 006	62		
<input type="checkbox"/> Site Visit Certification Form: Enclosure 007	63		

Name of Representative: _____

Title of Representative: _____

Respondents Firm Name: _____

Date: _____

Signature of Representative: _____