

CONSTRUCTION MANAGEMENT AGREEMENT AND ADDENDUM "A"

THIS CONSTRUCTION MANAGEMENT AGREEMENT (this "Agreement") is made as of the ____ of _____ 2025, between the LOS BANOS UNIFIED SCHOOL DISTRICT (the "OWNER" or "District") and CALIFORNIA PROFESSIONAL MANAGEMENT (the "CONSTRUCTION MANAGER"), with respect to the Construction Manager's services to be provided to the Owner for the Construction Projects listed on the attached Addendum "A" (individually or collectively the "Project"). The Architect for the Project is: TETER ARCHITCTS & ENGINEERS. (the "ARCHITECT").

The OWNER and the CONSTRUCTION MANAGER, agree as set forth in the following TERMS and CONDITIONS:

ARTICLE 1

THE CONSTRUCTION MANAGER'S SERVICES AND RESPONSIBILITIES

The Construction Manager agrees to further the interests of the Los Banos Unified School District by furnishing the Construction Manager's skill and judgment in cooperation with, and in reliance upon, the services of the Architect.

The Construction Manager agrees to furnish administration and construction management services in connection with construction of the Project, and to perform such services in an expeditious and economical manner consistent with the interests of the Owner.

BASIC SERVICES

The Construction Manager's Basic Services shall consist of the four phases described below, and the General Conditions set forth in Article 14. The extent of the Construction Manager's duties, responsibilities and authority contained herein shall not be amended, modified or extended without the written consent of the Owner and the Construction Manager.

1.1. PRECONSTRUCTION PHASE

1.1.1. The Construction Manager is to conduct the site survey utilizing existing and future and specs to assess the District's needs and the project scope.

1.1.2. The Construction Manager shall provide master budget and scheduling, including the identification of anticipated Project revenues and expenditures based on traditional Project milestones.

1.1.3. The Construction Manager shall develop a summary baseline Critical Path Method schedule ("CPM") providing for all major elements, such as phasing of construction, times of commencement, and completion required for each separate

contractor. The Construction Manager shall provide a CPM schedule for each set of bid documents (“Bid Documents” or “Contract Documents”). The Construction Manager shall update the CPM schedule as appropriate on at least a monthly basis.

1.1.4. The Construction Manager shall provide a detailed constructability review of the Project drawings with emphasis on mitigating contract, budget, and schedule which may impact the Project (except for any Division of the State Architect (“DSA”) Pre-Check approved structures). The Owner shall require the Architect to address all comments made by the Construction Manager, incorporate appropriate revisions to the Contract Documents, and provide a written response. The constructability review shall also ascertain whether the Contractor can construct the Project as depicted in the proposed Contract Documents, and can do so without delays, disruptions, or additional costs. The constructability review shall include written confirmation that: (a) the Construction Manager’s senior estimator has directly and thoroughly reviewed and approved all proposed Contract Documents. Construction Manager shall provide District with evidence of that review; (b) proposed Contract Documents requirements are consistent with, and conform to, the District’s Project requirements; and (c) the various components of the proposed Contract Documents prepared by Architect and its design consultants are coordinated and consistent with each other so as to minimize conflicts within, or between, the components. In performing the reviews and making the recommendations, the Construction Manager shall not be assuming responsibility or liability, in whole or in part, for any aspect of the Project design, design requirements, design criteria or the substance or contents of the proposed Contract Documents.

1.1.5. The Construction Manager shall provide a detailed construction estimate showing the values of all major components of the Project at 85% Contract Documents.

1.1.6. The Construction Manager shall develop bidding strategies with an emphasis upon development of allowances and bid package scope of work. During the Architect’s design phases, the Construction Manager shall assist Architect in ensuring that the Project Construction Cost remains equal to, or less than, the District’s budget. The Construction Manager shall consult with the Architect and District to suggest reasonable adjustments in the Project scope, if any, and to suggest possible add/delete bid alternatives in the Contract Documents, to adjust the Project Construction Cost to conform to the District’s budget.

1.1.7. The Construction Manager shall provide General Conditions (Divisions 0-1) document preparation be provided with the Owner’s General Conditions documents and shall assist the Owner in coordinating with the Architect’s trade specifications as appropriate for multi-prime construction.

1.1.8. The Construction Manager shall provide comprehensive Project category scoping (into logical categories of work) as required for bidding. The Construction Manager shall be responsible for defining all categories of contractors’ scope of work and ensuring that the total scope of the Project has been included. This requires the Construction Manager to review the drawings and specifications in order to provide that (1) the work of the separate contractors is coordinated; (2) all requirements for the

Project have been assigned to the appropriate parties; (3) the likelihood of jurisdictional disputes have been minimized; and (4) proper coordination has been provided for construction.

1.1.9. The Construction Manager shall provide temporary Project facilities, and equipment, materials and services for the common use of all contractors. The Construction Manager shall verify that the requirements and assignment of responsibilities are included in the proposed Contract Documents.

1.1.10. The Construction Manager shall provide Disabled Veteran Business Enterprise (DVBE) coordination and shall incorporate Owner's requirements for equal employment opportunity and DVBE programs into the Bid/Contract Documents.

1.1.11. The Construction Manager shall include the following bonding requirements, at the noted limits, in the Bid/Contract Documents:

1.1.11.1. Bid security at 10 percent of bid amount.

1.1.11.2. Performance bond at 100 percent of the contract amount.

1.1.11.3. Payment (labor and material) bond at 100 percent of the contract amount.

1.2. BID AND AWARD PHASE

1.2.1. The Construction Manager shall generate and encourage bidder's interest in the Project, and provide information to bidders on required bonding, insurance and DVBE compliance to ensure that all contracts for construction are competitively bid in accordance with Owner's requirements. The Construction Manager shall, with the assistance of the Architect and the District, disseminate the bid package and conduct pre-bid conferences to familiarize bidders with the bid documents and management techniques. The Construction Manager shall also assist the Architect with responding to questions from prospective bidders, and with the issuance of addenda. If requested by the District, the Construction Manager shall assist the District in pre-qualifying bidders.

1.2.2. The Construction Manager shall assist the Owner with placement of the Project's legal advertisements and any other pre-bid advertisements deemed necessary by Owner.

1.2.3. The Construction Manager shall not participate as a bidder on any individual contract within the Project. The Construction Manager shall establish bidding schedules, issue Bid Documents, and conduct pre-bid conference (as requested) to familiarize bidders with the Bid Documents, management processes and any special systems, materials or methods required for the Project (as necessary). Construction Manager shall also assist the Architect with issuance of the Bid Documents, bid questions, and the issuance of addenda via electronic Document Fulfillment System (DFS).

1.2.4. With the Architect 's assistance, the Construction Manager shall receive Bid Documents, prepare bid summaries, review and evaluate bids for responsiveness, and make recommendations to the Owner for the award of contracts or rejection of bids.

1.2.5. The Construction Manager shall advise the Owner that the proposed Construction Contracts represent all the prime contracts required to perform the construction as per the plans and specifications, or that other (OFCl or OFOI) contracts are foreseen as necessary to complete the Project.

1.2.6. The Construction Manager shall assist the Owner in their evaluation of any bid protests or inquiries and make recommendations to Owner for resolution of same (as necessary).

1.2.7. With the Architect 's assistance, the Construction Manager shall assist the Owner in preparing the Construction Contracts and assist in the issuance of any Notice to Award (NTA) and Notice to Proceed (NTP).

1.3 COURSE OF CONSTRUCTION PHASE

1.3.1 The Construction Phase shall commence with the award of the initial Construction Contract(s) and shall end 35 days after acceptance of the completed Project by the Owner as confirmed by the recording of the Notice of Completion.

1.3.2. The Construction Manager, in cooperation with the Architect, shall provide administration of the Construction Contracts, including payment applications, requests for information ("RFI"), product substitution requests, shop drawings, product submittals, change order requests, change directives, and change orders. The Construction Manager shall maintain logs, files, and other necessary or requested documentation.

1.3.3. The Construction Manager shall coordinate the work of the contractors with each other and with the activities and responsibilities of the Construction Manager, the Owner, and the Architect to complete the Project in accordance with the Owner's objectives for cost, time, and quality. The Construction Manager shall provide sufficient personnel and management to carry out the requirements of this Agreement.

1.3.4. The Construction Manager shall schedule and conduct preconstruction, and monthly job site construction meetings and contractor coordination meetings as needed to discuss such matters as procedures, progress issues and scheduling. The Construction Manager shall prepare and distribute minutes of construction meetings.

1.3.5. Consistent with the baseline Project CPM schedule issued with the Contract Documents and utilizing the contractors' construction schedules provided by the separate contractors, the Construction Manager shall update the Project schedule incorporating the activities of contractors on the Project, including activity sequences and durations, processing of shop drawings, product data and samples, and delivery of

products requiring long lead time procurement. The baseline CPM schedule and updates shall include the Owner's occupancy requirements detailing those portions of the Project having occupancy priority. The Construction Manager shall update and reissue the Project CPM schedule as required to show current conditions and necessary revisions to the Project CPM schedule as required.

1.3.6. The Construction Manager shall provide regular monitoring (at least once a month) of the approved estimates of construction costs, detailing actual costs for activities in progress, and estimates for uncompleted tasks. The Construction Manager shall identify variances between actual and budgeted or estimated costs and advise the Owner and the Architect whenever Project construction costs exceed budgets or estimates.

1.3.7. The Construction Manager shall develop and implement procedures for the review and processing of applications by contractors for progress and final payments, make recommendations to the Architect for certification of completed work and transmit to the Owner such approved applications for payment. Construction Manager shall ensure that all applications for payment by contractors for progress and final payments shall be made on the appropriate AIA certificates for payment as they may be amended from time to time (e.g., Certificate for Payment G702 or G703).

1.3.8. The Construction Manager may from time to time recommend necessary or desirable changes to the Project to the Architect and to the Owner, review requests for changes, assist in negotiating contractors' proposals, submit recommendations for such changes to the Architect and the Owner, and if accepted, prepare change orders for the Architect's signature and the Owner's authorization. The Construction Manager may, in Construction Manager's discretion, refuse to process those submittals not prepared in accordance with the terms of the applicable Contract Documents, and shall timely return them to the contractors for revision and resubmission at a later time. The Construction Manager will also make recommendations to the Owner concerning settlement or other appropriate action. When appropriate, the Construction Manager will advise the Owner and make recommendations to the Owner for exercising the Owner's prerogatives, such as giving the contractor notice to accelerate the progress when the schedule goals are in jeopardy due to contractor failings, withholding payment for cause and other prerogatives when required in an effort to achieve contract compliance.

1.3.9 The Construction Manager shall maintain cost accounting records for authorized unit cost work performed, additional work performed on the basis of actual costs of labor and materials, or other work requiring accounting records.

1.3.10 The Construction Manager shall record the progress of the Project, including information on each contractor and each contractor's work. The Construction Manager shall keep a daily log containing a record of weather, manpower, work accomplished, problems encountered, and other relevant data as the Owner may require, and make the log available to the Owner and the Architect as necessary or when requested by the Owner or the Architect.

1.3.11. The Construction Manager shall maintain at the Project site on a current basis, copies of all Contract Documents for the project including: contracts, drawings, specifications, addenda, change orders, and other modifications in good order and marked to record all changes made during construction, shop drawings, product data, samples, submittals, purchases, materials, equipment, applicable handbooks, maintenance and operating manuals and instructions, other related documents and revisions which arise out of the Construction Contracts or work. The Construction Manager shall also maintain records of principal building layout lines, floor levels, and key site elevations certified by a qualified surveyor or professional engineer and shall make all records available to the Owner and the Architect when requested.

1.3.12. The Construction Manager shall receive from the contractors and review all shop drawings, product data, samples and other submittals, and transmit them to the Architect for review and approval. The Construction Manager, in collaboration with the Architect, shall establish and implement procedures for expediting the processing and approval of shop drawings, product data, samples and other submittals.

1.3.13. The Construction Manager shall consult with the Architect and the Owner if any contractor submits a request for interpretation ("RFI") of the meaning and intent of the drawings and specifications for the Project and shall assist in the resolution of questions that may arise. The Construction Manager shall keep a log of all RFIs including tracking all dates (date submitted, date returned, etc.) and recording all responses to said RFIs.

1.3.14. The Construction Manager shall observe that the work of each contractor is being performed in accordance with the requirements of the Contract Documents, guard the Owner against defects and deficiencies in the work and make recommendations to the Architect regarding special inspection or testing of work not in accordance with the provisions of the Contract Documents whether or not such work has been fabricated, installed or completed. The Construction Manager shall inform the Architect and/or inspector of work that does not conform to the requirements of the Contract Documents and should be rejected by the Architect.

1.3.15. The Construction Manager shall ensure that the bid package requires the Contractor to submit to Construction Manager a detailed critical path schedule CPM Will develop a master critical path schedule, this note is more for a GC or poll planning. We will request a schedule for us to review multiple times during the project.

During construction, the Construction Manager shall collect monthly updated schedules from the Contractor as required under the Contract Documents. Construction Manager shall review the original and updated schedules for the Contractor's compliance with the scheduling requirements in the Contract Documents, and shall then, within two weeks of receiving the schedule from the Contractor, provide the schedule and comments regarding such compliance to the District and the Architect.

If the Contractor does not submit original or updated schedules as required under the Contract Documents, then the Construction Manager shall promptly inform the Contractor and demand the schedule.

If the Contractor's work does not progress according to the schedule or does not progress in a manner that will allow the Contractor to meet the completion deadline in the Contract Documents, then Construction Manager shall immediately demand a recovery plan from the Contractor as required in the Contract Documents. Upon receipt, Construction Manager shall distribute the recovery plan, with the Construction Manager's recommendations in writing, to the District for its consideration.

1.3.16. The Construction Manager shall endeavor to achieve satisfactory performance from each of the contractors and recommend courses of action to the Owner when requirements of a contract are not being fulfilled.

1.3.17. The Construction Manager shall not be responsible for construction means, methods, techniques, sequences, procedures, and safety programs employed by contractors in the performance of their contracts, and shall not be responsible for the failure of any contractor to carry out work in accordance with the Contract Documents, except that Construction Manager shall be responsible for documenting potential issues with the means, methods, or sequences of contractors, and giving written notice to Owner.

1.3.18. The Construction Manager shall receive certificates of insurance from the contractors and forward them to the Owner's Representative for review of coverages, endorsements, limits, and expiration dates by the Owner's Risk Manager. The Construction Manager shall also obtain the required bonds from all contractors and forward them on to the Owner's Representative for acceptance.

1.3.19. The Owner's Risk Manager shall verify that safety programs developed and monitored by each of the contractors, as required by their Contract Documents, are sufficient.

1.3.20. The Construction Manager shall provide general assistance to the Owner's labor compliance representative and provide access to daily reports if required by the Project. The Construction Manager shall not be responsible for Contractor's compliance with Department of Industrial Relations ("DIR") requirements.

1.3.21. The Construction Manager shall assist the Owner in selecting and retaining the professional services of surveyors, special Architects, deputy inspectors, and testing laboratories, if necessary.

1.3.22. The Construction Manager shall assist the Owner in obtaining needed building permits, special permits for permanent improvements, fees and assessments from authorities having jurisdiction over the Project, provided that the Construction Manager shall have no obligation to obtain such permits.

1.3.23. The Construction Manager shall arrange for delivery and storage, protection and security for Owner Furnished – Contractor Installed (“OFCI”) materials, systems and equipment which are a part of the Project, until such items are incorporated into the Project, and shall coordinate with the appropriate contractor who is responsible for the installation of such OFCI materials, systems, and equipment.

1.4. CLOSEOUT PHASE

1.4.1. The Construction Manager shall, with the Architect and the Owner's maintenance personnel, observe the contractors' check-out of utilities, operational systems and equipment for readiness, and assist in their initial start-up, testing, and training.

1.4.2. When the Construction Manager considers each contractor's work or a designated portion thereof substantially complete, the Construction Manager shall notify the Architect. The Construction Manager shall assist the Architect in conducting official punch lists(s) inspections, and after the Architect certifies the date of substantial completion of the work, the Construction Manager shall coordinate the correction and completion of any remaining work.

1.4.3. At substantial completion, the Construction Manager shall deliver as-built drawings to the Owner, or if requested by the Owner, to the Architect in order that the Architect may review and complete the record drawings.

1.4.4. Following the Architect's issuance of a Certificate of Substantial Completion for the Project or designated portion thereof, the Construction Manager shall evaluate the completion of the work of the contractors and advise the Architect when the work is ready for final inspection. The Architect and/or Project Inspector shall conduct the final inspection and verify the completion of any punch list items.

1.4.5. The Construction Manager shall compile and turn over to the Owner all Project closeout documents including: a list of all prime contractor contacts, warranties, guarantees, affidavits, releases, bonds, keys, manuals, as-built record drawings, attic stock or other required closeout documents other than any DSA related closeout documents.

1.4.6. The Construction Manager shall assist the Owner in the filing of the Notice of Completion.

ADDITIONAL SERVICES

1.5. The following Additional Services shall be performed upon mutual agreement between the Owner and the Construction Manager, and following authorization in writing from the Owner, shall be paid as provided for in this Agreement.

1.5.1. Inspections and related post occupancy services following acceptance of the Project by the Owner as confirmed by the recording of the Notice of Completion.

1.5.2. Services related to Owner Furnished – Owner or Contractor Installed (OFOI or OFCI) furniture, furnishings, and equipment which are not a part of the Project.

1.5.3. Consultation on replacement of work damaged by fire or other causes during the course of construction and furnishing Construction Manager Services in conjunction with the replacement of such work.

1.5.4. Preparing to serve and serving as a witness in connection with any claim, mediation, arbitration, or litigation originating from the Project.

1.5.5. Services made necessary by the default of a contractor (other than Construction Manager).

1.5.6. Any DSA PRs 13-01 and 13-02 Construction Oversight Process and/or Closeout related documentation or services.

1.5.7. Any Project Commissioning (“CxA”) related services as requested by the Owner.

1.5.8. Any Construction Waste Management or Green Building Code related services as requested by the Owner.

1.5.9. Any Storm Water Pollution Prevention Plan (“SWPPP”) related services or Architects such as Qualified SWPPP Developer (“QSD”) or Qualified SWPPP Practitioner (“QSP”) as requested by the Owner.

1.5.10. Providing any other services not otherwise specifically included in this Agreement.

TIME

1.6. The Construction Manager shall perform Basic and Additional Services as expeditiously as is consistent with reasonable skill and care and in the orderly progress of the Project.

1.7.1. Should the Project schedule be extended due to unforeseeable or unknown circumstances beyond the Construction Manager's control, which arise or result from the Owner's specific direction or from the acts or omissions of the Owner, or any of its agents, employees or Architects, including, without limitation the Architect, jurisdictional agency or any prime contractor performing work on the Project, the Construction Manager's performance contract shall be extended, and the Construction Manager shall be compensated for this extension under the provisions of this Agreement.

ARTICLE 2

THE OWNER'S RESPONSIBILITIES

2.1 The Owner shall provide full information regarding the requirements of the Project, which shall set forth the Owner's objectives, constraints, criteria, and any other information necessary to fully evaluate the requirements of the Project.

2.2 The Owner shall provide a construction cost budget for the Project, including a contingency fund, of not less than 10% (defined as: 3% Construction Allowance and 7% Project Contingency).

2.3 The Owner shall designate a representative authorized to act on the Owner's behalf with respect to the Project. The Owner, or its authorized representative, shall examine documents submitted by the Construction Manager and shall render decisions pertaining thereto promptly to avoid unreasonable delay in the progress of the Construction Manager's services. The Owner, or its authorized representative, shall have full change order authority.

2.4 The Owner shall retain an Architect whose services, duties and responsibilities are described in an agreement between the Owner and the Architect. Such Owner-Architect agreement shall be consistent with this Agreement and shall be furnished to the Construction Manager, provided however, that the actions taken by the Architect as the agent of the Owner shall be deemed the acts of the Owner, and the Construction Manager shall not be responsible for confirming with the Owner the authority of the Architect when acting on behalf of the Owner, as long as the action is consistent with Owner- Architect 's agreement.

2.5 The Owner shall furnish geotechnical, structural, mechanical, chemical and other site and laboratory tests, inspections and reports as required by law or the Contract Documents. The Owner shall provide adequate site benchmark and monument survey engineering prior to construction.

2.6 The Owner shall obtain such legal, accounting and insurance counseling services as may be required to perform its duties under this Agreement, including such auditing services as the Owner may require verifying the Project applications for payment or to ascertain how or for what purposes the contractors have used the monies paid by or on behalf of the Owner.

2.7 The Owner shall furnish the Construction Manager a sufficient quantity of construction documents (to be determined by the Construction Manager).

2.8 The Owner shall provide for and require competent, adequate, and continuous inspection during construction by a DSA-certified inspector satisfactory to the Architect, the structural engineer, the Construction Manager, and the Department of General Services for this Project. The Inspector of Record shall act under the direction of the Architect, as the Board of Trustees may direct, and shall be responsible to the Board of Education.

2.9 The Owner may retain a State Water Resources Control Board approved Architect to develop and administrate the Owner's Storm Water Prevention Pollution

Plan ("SWPPP") in accordance with most current State Water Resources Control Board Order No. and National Pollutant Discharge Elimination System General Permit ("NPDES Permit") as required for the project.

2.10 The services, information and reports required by Paragraphs 2.1 through 2.10, inclusive, shall be furnished at the Owner's expense, and the Construction Manager shall be entitled to rely upon their accuracy and completeness.

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

2.12 The Owner reserves the right to perform work related to the Project with the Owner's own personnel, and to award contracts in connection with the Project which are not part of the Construction Manager's responsibilities under this Agreement. The Construction Manager shall notify the Owner if any such independent action will in any way compromise the Construction Manager's responsibilities under this Agreement. In the event that the Construction Manager, in its reasonable business judgment, believes that such independent action will affect the cost of the Project in a manner which would negatively affect the Construction Manager's ability to perform under this Agreement, the Construction Manager may terminate the contract upon 10 days' notice to the Owner.

2.13 The Owner shall furnish the required information and services and shall render approvals and decisions as expeditiously as necessary for the orderly prosecution of the Construction Manager's services and the work of the contractors.

ARTICLE 3

CONSTRUCTION COST

3.1 "Construction Cost" shall be the total of the final contract sums of all of the separate prime construction contracts and any OFCI/OFOI equipment or work associated with the Project.

3.2 Construction Cost does not include the compensation of the Architect and the Architect's Architects, the cost of the land, right-of-way, or other costs which are the responsibility of the Owner as provided in Paragraphs 2.3 through 2.10, inclusive.

3.3 A fixed limit has been established under Paragraph 2.2 by the Project budget. The Construction Manager shall consult with the Architect and the Owner to suggest reasonable adjustments in the scope of the Project, and to suggest alternatives in the Bid Documents in an attempt to adjust the Construction Cost to the fixed limit, if necessary.

3.4 If the fixed limit of Construction Cost is exceeded by the sum of the lowest figures from responsive and responsible bidders, the Owner shall (1) give written

approval to the increase of the fixed limit, or (2) cooperate in revising the scope and the quality of the work as required to reduce the Construction Cost. In the case of item (2), the Construction Manager shall cooperate with the Owner and Architect to reduce the construction cost to within the fixed limit, if possible.

ARTICLE 4

CONSTRUCTION SUPPORT ACTIVITIES

4.1 Responsibilities for construction support activities provided are enumerated under Article 14, GENERAL CONDITIONS.

ARTICLE 5

5.1 Reserved

ARTICLE 6

PAYMENTS TO THE CONSTRUCTION MANAGER

6.1 PAYMENTS ON ACCOUNT FOR BASIC SERVICES

6.1.1. Payments for the Basic Services shall be made monthly and shall be invoiced on the basis set forth in Articles 13.2.1, 13.2.2, 13.2.3, 13.2.4, and 13.2.5.

6.1.2. When compensation is based on a percentage of the total of the contract sums of all the separate contracts, and any portions of the Project are deleted or otherwise not constructed, compensation for such portions of the Project shall be payable pro rata to the extent services are performed on such portions, in accordance with the schedule set forth in Article 13.1.1 based on the lowest figures from bona fide bids or negotiated proposals.

6.2 PAYMENTS ON ACCOUNT FOR ADDITIONAL SERVICES

6.2.1 Payments on account of the Construction Manager's Additional Services, as defined in Paragraph 1.5, shall be made monthly upon presentation of the Construction Manager's statement of services rendered and costs incurred.

6.3 PAYMENTS WITHHELD

6.3.1 No deductions shall be made, or sums withheld from the Construction Manager's compensation on account of Owner's rights under the Contract Documents, including, penalty, liquidated damages, or on account of the cost of changes in the work other than for which the Construction Manager is held liable by a court of law or to the extent required by law. In the event Owner receives a stop payment notice, Construction Manager shall be permitted to timely provide to Owner a release bond in

accordance with Civil Code section 9364 and in such event, Owner shall not withhold or reduce payment otherwise due hereunder.

6.3.2 Except as otherwise provided herein, failure to make payment when due hereunder shall constitute a material default under this Agreement, and subject to the Owner's right to cure such non-payment upon 10 days written notice by the Construction Manager, the Agreement shall terminate, and the Construction Manager shall have no further obligations hereunder.

6.3.3 District may withhold from payments to Construction Manager to the extent that Construction Manager's wrongful acts or omissions caused District to incur damages or costs, including but not limited to withholding the full amount of any change order, not to exceed the contract amount of CM Fee, necessitated by an error or omission of Construction Manager in preparation of the Contract Documents. ("Contract Documents" means all documents that are incorporated into the construction agreement between the District and the Contractor for the Project, including plans and specifications.) ("Contractor" shall mean the prime contractor.) Construction Manager will not be compensated for any Basic or Additional Services required as a result of its wrongful acts or omissions. (For purposes of this Agreement, "wrongful acts or omissions" means the Construction Manager's recklessness; willful misconduct; and acts, errors, or omissions in breach of this Agreement, the applicable standard of care, or law.)

6.4 PROJECT SUSPENSION OR ABANDONMENT

6.4.1 If the Project is suspended or abandoned in whole or in part for more than 30 days, the Construction Manager shall nevertheless be compensated for all services including for Project-site staff services performed prior to receipt of written notice from the Owner of such suspension or abandonment. If the Project is resumed after being suspended for more than 30 days, the Construction Manager's compensation shall be equitably adjusted.

6.4.2 If construction of the Project has started and is stopped by reasons or circumstances not the fault of the Construction Manager, the Owner shall reimburse the Construction Manager for the costs of the Construction Manager's Project-site staff as provided for by the Agreement. The Construction Manager shall reduce the size of the Project site staff after 30 days of stoppage, or sooner if feasible, for the remainder of the delay period as directed by the Owner, and, during that period, the Owner shall reimburse the Construction Manager for the costs of such staff prior to reduction. Upon resumption of the work after the stoppage, the Construction Manager shall re-engage the necessary Project-site staff as soon as practicable.

ARTICLE 7

CONSTRUCTION MANAGER'S ACCOUNTING RECORDS

7.1 Cost records pertaining to services performed for any Additional Service or for any reimbursable expense shall be available to the Owner or the Owner's authorized representative at mutually convenient times.

ARTICLE 8

TERMINATION OF AGREEMENT

8.1 This Agreement may be terminated by either party upon seven days' written notice should the other party fail to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

8.2 This Agreement may be terminated by the Owner upon at least 14 days' written notice to the Construction Manager for convenience or in the event that the Project is permanently abandoned, as determined in a resolution passed by the Board of Education.

8.3 In the event of termination not the fault of the Construction Manager, the Construction Manager shall be compensated for all services performed up to the date of termination together with profit, and all reasonable termination expenses defined as Construction Manager's out of pocket costs directly attributable to termination for which the Construction Manager is not otherwise compensated.

ARTICLE 9

MISCELLANEOUS PROVISIONS

9.1 This Agreement shall be governed by and construed in accordance with the laws of the State of California and by applicable regulations of regulatory agencies with jurisdiction. Venue shall be in the appropriate state or federal court in San Bernardino County, State of California.

9.2 As between the parties to this Agreement: as to all acts or failures to act by either party to this Agreement, any applicable statute of limitations shall commence to run, and any alleged cause of action shall be deemed to have accrued, in any and all events not later than the relevant date of substantial completion of the Project (or if there is more than one substantial completion date, the relevant substantial completion date), and as to any acts or failures to act after the relevant date of substantial completion of the Project and not later than the date of issuance of the final application(s) for payment.

9.3 The Owner and the Construction Manager waive all rights against each other, and against the contractors, Architects, agents and employees of the other, to the extent the damages are covered by any property insurance and/or worker's compensation insurance during construction. The Owner and the Construction

Manager shall each require appropriate similar waivers from their contractors, Architects and agents. OWNER ACKNOWLEDGES THAT THE CONSTRUCTION MANAGER IS NOT RESPONSIBLE FOR JOB SITE SAFETY OR FOR INJURIES SUSTAINED BY THE OWNER, THE ARCHITECT, ANY CONTRACTOR, OR ANY OF THEIR EMPLOYEES AND AGENTS, AND FOR ANY OTHER PERSON OR PERSONS WHO VISIT THE JOB SITE.

9.4 In the event that provisions of any attached appendices or exhibits conflict in any way with the provisions set forth in this Agreement, the language, terms and conditions contained in this Agreement shall control in the actions and obligations of the Parties and the interpretation of the Parties' understanding concerning the performance of the Agreement, except to the extent specifically modified, in writing, by the parties.

9.5 While engaged in carrying out and complying with the terms and conditions of this Agreement, the Construction Manager is an independent contractor and not a partner, officer, employee or agent of the Owner, and the Owner shall not be liable for any of the Construction Manager's acts, omissions, liabilities or other obligations as such, except to the extent that the Owner's actions contribute to such acts, omissions, liabilities or other obligations.

9.6 Construction Manager shall indemnify, defend and hold harmless the District, its Board of Trustees, officers, agents, and employees from any and all claims, damages, losses, liability, causes of action and demands, including reasonable attorney's fees and costs, incurred in connection with or in any manner arising out of Construction Manager's performance of, or failure to perform, any duties under this Agreement or the law, including but not limited to breaches of the applicable standard of care.

9.7 The Construction Manager shall be District's principal agent in providing the construction management services described in this Agreement. In providing the construction management services contemplated by this Agreement, the Construction Manager shall, on behalf of the District, maintain a professional working relationship with the District, the Contractor, the Architect and all others. The Construction Manager's primary obligation of loyalty is to the District, not the Architect, the Contractor, a subconsultant, or another party. When performing its duties and responsibilities on the Project, the Construction Manager must act and make recommendations in accordance with the District's best interests, and not the Construction Manager's, Architect's, the Contractor's, or another party's best interests. This duty of loyalty to the District requires the Construction Manager to, among other things, notify the District of any potential deficiencies in Architect's design of the Project or potential breaches by Architect of its obligations to the District under law (including the standard of care) or the agreement between the District and Architect. This duty of loyalty to District also requires the Construction Manager to, among other things, notify District of any potential deficiencies in the Contractor's work or potential breaches by the Contractor of its obligations to the District under law or under the agreement between the District and the Contractor.

As Construction Manager, the Construction Manager is not an employee of the District. Construction Manager is understood to be an independent contractor. Nothing in this Agreement shall preclude Construction Manager from performing similar services for other persons or entities.

Nothing contained in this Agreement shall be deemed to create any contractual relationship between the Construction Manager and the Architect, the Contractor, or a material supplier for the Project, nor shall anything contained in this Agreement be deemed to give any third party any claim or right of action against the District, the Architect or the Construction Manager which does not otherwise exist.

9.8 Construction Manager represents and warrants that Construction Manager possesses the appropriate qualifications and licenses required by all applicable provisions of law, including Government Code sections 4525, et seq.; that Construction Manager is competent and qualified to perform the services required by this Agreement; that Construction Manager has substantial expertise and experience in all aspects of construction management for projects of this type, including but not limited to construction supervision, bid evaluation, cost benefit analysis, claims review and negotiation, general management and administration of construction projects, furthering of District's interests in the management and construction of the Project; and that Construction Manager shall perform in an expeditious and economical manner consistent with the interests of the District.

9.9 Construction Manager will be liable and solely responsible for paying all required taxes and workers' compensation and other obligations, including, but not limited to, federal and state income taxes and social security taxes. Construction Manager agrees to indemnify, defend and hold the District harmless from any liability which Construction Manager may incur to the Federal or State governments as a consequence of this Agreement. All payments to the Construction Manager shall be reported to the Internal Revenue Service.

ARTICLE 10

SUCCESSORS AND ASSIGNS

10.1 This Agreement may not be assigned by the Owner or the Construction Manager without the prior written consent of the other party. Subject to the foregoing, this Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the Owner and the Construction Manager.

ARTICLE 11

EXTENT OF AGREEMENT

11.1 This Agreement represents the entire and integrated agreement between the Owner and the Construction Manager and supersedes all prior negotiations,

representations or agreements, either written or oral between the Owner and the Construction Manager. This Agreement may be amended only by written instrument signed by both the Owner and the Construction Manager.

11.2 Nothing contained herein shall be deemed to create any contractual relationship between the Construction Manager and the Architect or any of the contractors, subcontractors or material suppliers on the Project; nor shall anything contained in this agreement be deemed to give any third party any claim or right of action against the Owner or the Construction Manager which does not otherwise exist without regard to this Agreement.

11.3 The parties acknowledge that each party and its counsel have reviewed and revised this Agreement and that the normal rules of construction to the effect that any ambiguities are to be resolved against the drafting party will not be employed in the interpretation of this Agreement or any amendments or exhibits hereto.

11.4 This Agreement may be signed in counterparts, each of which shall be an original, but all of such counterparts shall constitute one such Agreement.

11.5 The Owner and the Construction Manager agree to make, execute and deliver such documents and undertake such other and further acts as may be reasonably necessary to carry out the intent of this Agreement.

11.6 If a court of competent jurisdiction finds any provisions or portion of this Agreement to be invalid, illegal or otherwise unenforceable, that determination will not affect any other provision of this Agreement.

11.7 The Owner or the Construction Manager may give or serve upon the other any notice, demand, request or other communication permitted or required under this Agreement in writing and by personal delivery (including delivery by written electronic transmission with receipt acknowledged), or by certified mail with return receipt requested or Express U.S. Mail with receipt acknowledged, or commercial courier, postage prepaid, addressed at the addresses set forth in Section 14.1. Any such notice, demand, request or other communications shall be deemed to have been received upon the earlier of personal delivery thereof (or refusal of delivery) or two (2) business days after having been mailed as provided above as the case may be.

11.8 This Agreement shall be governed and construed in accordance with the laws of the State of California, excluding its choice of law rules. Any action or proceeding seeking any relief under, or with respect to, this Agreement shall be brought solely in the Superior Court of the State of California for the County in which the District maintains its District office, subject to transfer of venue under applicable State law, provided that nothing in this Agreement shall constitute a waiver of immunity to suit by the District.

11.9 If a party to this Agreement commences a legal action against the other party to enforce a provision of this Agreement or seek damages related to the services provided

under this Agreement, the prevailing party in the legal action will be entitled to recover all of its litigation expense, costs and fees from the other party, including reasonable attorneys' and experts' fees.

11.10 A party to this Agreement shall, as a condition precedent to initiating any litigation against the other party, demand mediation of any dispute (including a dispute related to indemnity by the Construction Manager for claims against the District by a contractor based on allegations of deficiencies in the Construction Manager's services). The parties shall endeavor to include any third party claimant in the mediation. The parties shall select a mediator and schedule the mediation within thirty (30) days of the initial demand for mediation. If the parties cannot agree on a mediator, the mediator shall be appointed by JAMS. The parties to the mediation, including the parties to this Agreement, shall pay equal shares of the mediator's fees. Each party shall bear its own attorney's fees related to the mediation.

11.11 Construction Manager shall at all times comply with the fingerprinting and criminal background investigation requirements of the California Education Code ("Education Code") section 45125.1 for its employees, including the Construction Manager as a sole proprietor (if applicable). Before performing any Services, Construction Manager shall execute and return the District's Fingerprinting Notice and Acknowledgement form and the required certification (see Exhibit B).

Construction Manager further agrees and acknowledges that if at any time during the Term of this Agreement Construction Manager learns or becomes aware of information which differs in any way from the information learned as a result of compliance with the above requirements, or Construction Manager adds personnel who will provide Services under this Agreement, Construction Manager shall immediately notify District and prohibit any new personnel from interacting with District students until the fingerprinting and background check requirements have been satisfied and District determines whether any interaction is permissible.

ARTICLE 12

INSURANCE / LIABILITY

12.1 INSURANCE

12.1.1 The Construction Manager shall procure and maintain for the duration of the Agreement, insurance against claims for injuries or damages to property which may arise from or in connection with the Construction Manager's services, employees, which include and are limited to, Statutory Workers Compensation Insurance and Employers Liability Insurance, Automobile Liability Insurance, Professional Liability Insurance and Commercial General Liability Insurance. The cost of such insurance shall be borne by the Construction Manager.

12.1.2 Statutory Workers Compensation Insurance and Employers Liability Insurance in full compliance with the laws of State of California under this agreement is performed with limits of liability not less than the following:

- | | | |
|----|------------------------------------|-------------|
| a. | Each accident | \$1,000,000 |
| b. | Disease Each Employee/Policy Limit | \$1,000,000 |
| c. | Employers Liability | \$1,000,000 |

The Construction Manager certifies that it is aware of the provisions of Section 3700 of the California Labor Code and it will comply with such provisions of that code prior to the performance of the services under this agreement

12.1.3 Automobile Liability Insurance including all owned, hired and non-owned automobiles with limits not less than \$1,000,000.

12.1.4 Professional Liability Insurance with limits of not less than \$1,000,000 per claim/ \$2,000,000 aggregate shall be provided and maintained by the Construction Manager insuring the Construction Manager and any officer, director, stockholder, employee, against any and all liabilities arising out of or in connection with the negligent acts, errors or omissions of any of the foregoing in performance of the professional responsibilities described in the Agreement.

12.1.5 Commercial General Liability Insurance with coverage at least as broad as Insurance Services Office Commercial General Liability Coverage (Occurrence Form CG 0001) covering all operations by or on behalf of the Construction Manager with limits of \$1,000,000 per occurrence and \$2,000,000 in the aggregate for bodily injury, personal injury, and property damage.

12.1.6 Insurance carriers shall be qualified to do business in California and maintain an agent for service of process within the state. Such insurance carrier shall have not less than an "A" policyholder's rating and a financial rating of not less than "Class VII" according to the latest Best Key Rating Guide unless otherwise approved by the Owner.

ARTICLE 13

BASIS OF COMPENSATION

The Owner shall compensate the Construction Manager for the scope of services provided in accordance with Article 6, Payments to the Construction Manager, and the other Terms and Conditions of this Agreement, as follows:

13.1 BASIC COMPENSATION FOR CONSTRUCTION MANAGEMENT

13.1.1 For Basic Services, as described in Paragraphs 1.1, 1.2, 1.3, and 1.4, as part of Basic Services, the Construction Management Fee shall be computed as follows:

a. Schedule for Construction Management Fees (Combined Preconstruction, Bidding, Course of Construction and Closeout Phases)

1. Three and one half percent (3.50%) of any portion of the next \$20,000,000 of the construction cost of the Project (see Article 3.1).

13.1.2 General Conditions as described in Article 14, shall be computed as follows (see Addendum A).

13.1.3 The Construction Manager shall be responsible for ensuring the work is completed within _____** from and after the date the contractor(s) is/are instructed in writing by the Owner to proceed with the work. Should the work not be completed within the time herein stated above, or as modified by the Owner in approved change orders to this contract, the Construction Manager's fee shall be reduced by an amount of \$25.00 per day as liquidated damages, but not as a penalty, for each calendar day delay after the date of substantial completion. Liquidated Damages shall not apply if the delay is through no fault of the Construction Manager or results from actions of the contractors or subcontractors independent of the control of the Construction Manager.

** Time to complete all work shall be in accordance with an Owner approved CPM schedule.

13.2 PAYMENT FOR BASIC SERVICES

13.2.1 The Construction Manager shall invoice twenty five percent (30%) of the total fee in equal monthly increments for Basic Services for work as required in Paragraph 1.1 (Preconstruction Phase) may commence within 30 days of an executed Agreement.

13.2.2 The Construction Manager shall invoice fifteen percent (10%) of the fee in equal monthly increments for Basic Services for work as required in Paragraph 1.2 (Bid and Award Phase).

13.2.3 The Construction Manager shall invoice fifty five percent (55%) of the total fee for Basic Services in equal monthly increments for work as required in Paragraph 1.3 (Course of Construction Phase) as established by the Project construction schedule.

13.2.4 The Construction Manager shall invoice five percent (5%) of the total fee in equal monthly increments for Basic Services for work as required in Paragraph 1.4 (Closeout Phase).

13.2.5 The Construction Manager shall invoice General Conditions costs as described in Article 14 in accordance with Article 13.1.2 in equal monthly increments.

13.3 PAYMENT FOR ADDITIONAL SERVICES

13.3.1 For additional services of the Construction Manager, as described in Paragraph 1.5, Additional Services, compensation shall be paid in accordance with the contract. In the event additional services are approved, extra compensation shall be computed at cost plus ten percent (10%) of billings to Construction Manager by Construction Manager's suppliers, and for other costs incurred by the Construction Manager and at the following rates for Construction Manager's staff:

Principal	\$	245.00/hr.*
Preconstruction / OPSC / DSA Closeout Specialist		200.00/hr.*
Senior Project Manager		195.00/hr.*
Superintendent		185.00/hr.*
Project Manager		160.00/hr.*
Estimator/OPSC Specialist		200.00/hr.*
Director of Accounting / Technical Support		160.00/hr.*
Accounting		110.00/hr.*
Office Support		95.00/hr.*

* Subject to yearly review and inflation cost index adjustment as applicable.

13.4 ACCOUNTS PAYABLE

13.4.1 District shall pay the undisputed amount of any invoice within thirty (30) days of receipt of the invoice. Failure of District to dispute an invoice within twenty (20) days shall not act as a waiver of District's rights to later challenge the validity of the invoice and to withhold the potentially invalid portion.. "This additional withholding from the Construction Manager (CM) prior to the final closeout phase, which is typically 5% per the state's standard, raises concerns. While we understand the purpose of withholding funds, we believe that withholding money from the CM in this manner could create undue hardship in completing the project, the retention amount should be the funds to be withheld. CPM has no issue assuming responsibility for decisions and actions made by our team; however, the requirement to continue working without compensation until the issue is resolved or claims are determined is excessive and unreasonable."

13.5 MATERIAL CHANGE

13.5.1 The Owner and the Construction Manager agree in accordance with the Terms and Conditions of this Agreement that if the scope of the Project, or the Construction Manager's services are changed materially, the amounts of compensation shall be equitably adjusted.

13.6 REIMBURSABLE EXPENSES

13.6.1 Reimbursable Expenses are in addition to compensation for Construction Manager services and include expenses incurred by the Construction Manager and Construction Manager's staff and suppliers directly related to the Project, as follows:

- a. Fees paid for securing approval of authorities having jurisdiction over the Project.
- b. Reproductions, plots, standard form documents, advertisements (DVBE / Trade Publications), DFS, postage, handling, and delivery of Instruments of Service (associated with Project bidding only).

This was not in the GC's as the rate provided was from the RFQ and this did not allow CPM to cover full time security.

Reimbursable expenses do not include indirect costs, such as general overhead (for example, home office overhead, or insurance premiums), for which Construction Manager must pay out of its compensation for services above. Reimbursable expenses do not include general conditions construction work (including but not limited to equipment rentals, temporary toilets, dust control, temporary barricades, ~~site security~~, collect worker safety meetings and IIPP, ~~temporary water, temporary power~~, and janitorial and debris services), This is not what we discussed. This is for added GC's if requested by owner. If no reimbursements are requested there will be no costs. Refer to Art. 14 for what GC's are to be provided under contract.

13.6.2 Records of Reimbursable Expenses shall be available to the Owner or the Owner's authorized representative at mutually convenient times.

13.6.3 Reimbursable Expenses, as described above, shall be billed at a rate equal to actual expenses incurred by the Construction Manager, the Construction Manager's staff and suppliers directly related to the Project plus ten percent (10%).

ARTICLE 14

GENERAL CONDITIONS

14.1 General Conditions of the Project are defined as those generic support conditions which must be in place to support all construction aspects of the Project and are not included in the construction management fee. These include, but are not limited to:

- a. Supervision: Manage and coordinate all prime contractor construction activities in accordance with the Contract Documents and schedule. Provide on-site supervision. Maintain on a daily basis a Project log and photos.

- b. Safety: Owner's Risk Manager shall observe that prime contractors implement and monitor their jobsite safety program.
- c. Temporary Barricades: Provide and pay for all temporary fencing, barriers, etc., required for the jobsite for the duration of construction.
- d. Equipment Rentals: Provide for any miscellaneous equipment required for the Project and not included in the prime contractor's scope of work.
- e. CPM Schedule: Maintain a detailed and date specific CPM schedule. Continue to monitor and provide monthly schedule updates and distribute to the appropriate parties.
- f. Temporary Toilets: Provide and pay for all temporary toilets and wash facilities in quantities required to meet local ordinances.
- g. Telephone: Provide and pay for on-site phone and data.
- h. ~~Temporary Water and Power: Provide provisions for all required temporary power. Provide temporary meter(s) and pay for all water required for construction (after grading operations).~~
- i. As-Builts: Create a procedure for and monitor as-built records. Ensure contractors provide updates to the Contract Documents on a monthly basis.
- j. Temporary Buildings: Provide and pay for temporary office trailer (with a separate office for the inspector and conference area). Provide for all temporary utility hook-ups, service, and costs.
- k. Gas and Auto: Provide and pay for all required auto and fuel expenses (project manager and superintendent).
- l. Clean-Up: Provide and pay for all Project clean-up (not to include Construction Waste Management program). Provide and pay for final Project cleaning prior to owner acceptance and move-in.
- m. ~~Security: Coordinate with Owners security camera service as required to adequately monitor site.~~

All Correspondence Addressed to the Owner's Representative: Sherry Munday
Facilities & Special Projects Manager
Los Banos Unified School District – FOT
646 West Pacheco Blvd
Los Banos CA 93635 Please confirm Sherry is our contact

All Correspondence Addressed to the Construction Manager: Mr. Mike Woods
Principal
California Professional Management
19153 Town Center Drive, Suite 105
Apple Valley, CA 92308

This Agreement is executed the day and year first written above.

OWNER:
Los Banos Unified School District
646 W. Pacheco Blvd.
Los Banos, CA. 93635

CONSTRUCTION MANAGER:
California Professional Management
19153 Town Center Drive, Suite 105
Apple Valley, CA 92308

Signature:

Signature:

Title:

Title: Principal

California Professional Management

Date:

Date:

ADDENDUM "A"

Addendum "A" to the Construction Management Agreement between California Professional Management (Construction Manager) and Los Banos Unified School District (Owner).

Addendum "A" may be modified by mutual agreement between the Owner's Representative and the Construction Manager.

The Addendum "A" is prepared using the assumed trade costs of \$18,000,000.00 of the project budget provided by the owner. The actual costs will be known after bid, the CM compensation may need to be adjusted per Article 3.1 and 13.1.

Project Description 25502

The Owner has stipulated that the overall Project Budget is to be (TBD) and the corresponding construction budget is unknown at this time.

The resulting preliminary Basic Compensation for Construction Management Fee shall be established as \$2,070,000.00 combined. Construction Manager fee of \$630,000.00 and General Conditions of 1,440,000.00. As calculated in accordance with Article 13.1.

The resulting preliminary Basic Compensation for Construction Management Fee was established using \$18,000,000.00 as trade costs. This fee can be amended as necessary to meet the Districts Budget, which is unknown at this time.

Basic Compensation for Construction Management (Fee) is based on the following continuous durations: (1) Preconstruction Phase (3 months), (2) Bid and Award Phase (2 months), (3) Course of Construction Phase (18 months) and, (4) Closeout Phase (2 months). Preconstruction Phase services shall commence in (TBD) 2025 with final Closeout Phase services complete (TBD).

Should the project schedule (or any phase duration) be extended due to unforeseeable or unknown circumstances beyond the Construction Managers control, the Construction Manager shall be compensated in accordance with Article 1.6.& 1.7.1 of the Agreement.

SAMPLE INVOICE TABLE: Modernization Construction phasing percentages.				
TOTAL MONTHS	PRECON	BID-AWARD	CONSTRUCTION	CLOSEOUT
100%	30%	10%	55%	5%
25	3	2	18	2
\$ 630,000.00				
TOTAL	\$ 189,000	\$ 63,000	\$ 346,500	\$ 31,500.00
	\$ 63,000.00	\$ 31,500	\$ 19,250.00	\$ 15,750
MONTHLY INVOICING	\$ 63,003.00	\$ 31,502.00	\$ 99,250.00	\$ 15,753.00
PROJECT START DATE				
4/1/2025				

ADDENDUM "B"

RESPONSIBILITY MATRIX

Task	Responsible Party				
	Owner	Architect	CM	Inspector	Contractor
Preconstruction Phase:					
Develop Master Project Schedule/Monitoring	P	A	S		
Prepare Detailed Construction Schedule			P		
Develop Master Project Budget	P	A	S		
Develop Cost Management Procedures	S	A	P		
Conduct Cost Adjustment Sessions	S	S	P		
Develop Boiler Plate and Specifications	P	A	S		
Provide Existing Record Drawings	P				
Site Surveys	P		S		
Geotechnical Investigation (Including CGS requirements)	P	S			
Environmental Report (Phase 1/CEQA)	P				
Appraisals/Site Acquisition	P				
OPSC Funding Eligibility	P	S			
Investigate DSA Requirements/Status	P	P			
Investigate Local Agencies Having Jurisdiction (Including Plan Check Requirements/Permits/Fees)	S	P	A		
Schematic Design Drawings	S	P			
Design Development Drawings	S	P			
Contract Documents	S	P			
Quality Control/Construction Document Coordination		P			
Prepare Cost Estimates		S	P		
Constructability Review		S	P		
Value Engineering Review (If Applicable)	A	P	P		
Assignment of Contractor Responsibilities	S		P		
Develop Project Phasing (if Applicable)	S	A	P		
Determine Extent of Separate Prime Contracts			P		
Develop Contractor Scope of Work Packages			P		
Prepare Cash Flow Projections	S		P		
Prepare and Process DSA Documents/Approvals	P	P			
Prepare and Process CDE Documents/Approvals	P	S			
Prepare and Process Local Agency Plan Review/Permits/Approvals	P	P	A		
Select and Retain Professional Construction Architects (Testing)	P	A	S	A	
Prepare Agreements for Professional Services (Testing)	P	A	A		
Establish Temporary Facilities/Jobsite Logistics Plan	S		P		

P = Primary Responsibility / S = Secondary Responsibility / A = Assist

ADDENDUM "B" (2 OF 4)

Task	Responsible Party				
	Owner	Architect	CM	Inspector	Contractor
Bid and Award Phase:					
Develop Bidding Procedures	S	A	P		
Develop Bidder's Interest/Contractor Solicitation	S		P		
Determine Appropriate Multi-Prime Licensing Requirements	S		P		
Prepare/Place Bid Advertisements and Legal Notices	P		P		
Establish and Maintain Bid Document Control	S		P		
Prepare Bid Forms		A	P		
Reproduction and Distribution of Bid Documents		A	P		
Conduct Pre-Bid Meetings	A	S	P		
Receive Bidder's Questions		S	P		
Answer Questions and Prepare Addenda	S	P	S		
Distribute Addenda		A	P		
Conduct Bid Opening	S	A	P		
Prepare Bid Summaries			P		
Perform Bid Evaluations (Legal)	P		A		
Perform Bid Evaluations (Costs and Scope)	S		P		
Verify If All Project Components Are Covered		A	P		
Recommend Award of Contracts	P		P		
Draft and Issue Contract Documents to Contractors	S		P		
Coordinate Receipt of Contracts, Bonds, and Insurance	S		P		
Review Bonds and Insurance/Execute Contracts	P		S		
Issue Notices to Proceed	P		A		
Rebid (If required):					
Coordinate Rebidding Activities	S	S	P		
Propose Bid Changes	P	P	S		
Revise Contract Documents for Rebidding	A	P	P		
Course of Construction Phase:					
Conduct/Attend Preconstruction Meeting	S	S	P	S	P
Coordinate Installation of Temporary Facilities	S		P	A	
Coordinate/Monitor Prime Contractor's Activities			P		P
Make Application for Utility Connections	P	S	A		A
Coordinate Utilities with Other Trades			P		P
Payment of Utility Fees	P		A		
Coordinate Construction Inspections (DSA)			P	P	P
Coordinate Construction Inspections (Local Agencies)			P	S	P
Coordinate Construction Inspections (Health)			P	S	P
Coordinate Construction Inspections (SFM)			P	S	P
Coordinate Professional Architect's Activities (Testing, Survey)		S	P	S	

P = Primary Responsibility / S = Secondary Responsibility / A = Assist

ADDENDUM "B" (3 OF 4)

Task	Responsible Party				
	Owner	Architect	CM	Inspector	Contractor
Course of Construction Phase:					
Implement, Update, and Distribute Construction Schedules			P		S
Implementation and monitoring of Contractor's Safety Programs					P
Receive and Process Contractor's Submittal/Shop Drawings		S	P		P
Review and Approve Contractor's Submittals/Shop Drawings	S	P	A		
Prepare Keying Schedule	P	S			
Process Keying Schedule	P		S		
Evaluate Substitution Requests	S	P	S		
Accept Substitution Requests	S	P			
Receive and Process RFIs		S	P		S
Review and Answer RFIs	A	P	A		
Review and Approve Contractor's Schedule of Values		S	P		
Receive, Review, and Process Progress Payment Requests	P	P	P	S	
Maintain Contractor Payment Records/Releases/Stop Notices	P		P		
Approve Progress Payment Requests	P	S	S	S	
Receive Certified Payroll Records (Owner's LCP Architect or DIR)	P				P
Conduct Weekly Job Progress Meetings with Contractors			P	S	S
Conduct Regular Project Team Meetings	S	S	P	S	
Prepare and Distribute Meeting Minutes			P		
Monitor Implementation of Owner's Labor Compliance Programs	P				A
Coordinate Communications Between Project Team Members		S	P		S
Resolve Technical Construction Issues		P	P	A	P
Report and Log Construction Defects or Deficiencies		S	A	P	
Review Contractor Recommendations for Corrective Action		P	P	P	S
Observe Deficiency Corrections		P	A	P	
Verify Progressive Completion of As-Built Drawings			P	S	P
Receive, Review, and Process Change Requests		S	P		S
Evaluate Requests for Cost and Time Extensions		A	P		
Negotiate Cost and Time Extensions		A	P		S
Prepare Requests for Quotes		P	A		
Process and Approve Change Orders	P	P	P		P
Obtain DSA Approval on Change Orders	S	P			
Maintain Change Order Log		S	P		
Maintain Daily Construction Log			P	S	S
Take Progress Photographs			P	S	

P = Primary Responsibility / S = Secondary Responsibility / A = Assist

ADDENDUM "A" (4 OF 4)

Task	Responsible Party				
	Owner	Architect	CM	Inspector	Contractor
Course of Construction Phase:					
Prepare Monthly Project Schedule/Cost Reports Update			P		
Evaluate/Recommend Action/Resolution of Claims	P	A	S		S
Monitor Submission of Final Verified Reports to DSA		S		P	P
Closeout Phase:					
Review and Approve Contractor's Closeout Submittals	S	P	P		S
Coordinate Delivery of Extra Materials and Keys	S		P		P
Observe Initial Start-Up and Testing of Equipment	P		P	S	P
Coordinate Training Session for Owner's Maintenance Staff	P		P		P
Monitor Delivery of Contractor's Final As-Built Drawings			P		S
Compile Final As-Built Drawings		S	P		
Prepare Final Record Drawings (If required)		P			
Prepare Initial Punch Lists with Contractors			P	P	
Prepare Final Contractor's Punch Lists	S	P	A	A	
Verify Completion of Contractor's Punch Lists		P	A	P	P
Complete DSA Closeout Documents	S	P		S	S
Prepare Notices of Completion	P		A		
Record Notices of Completion	P				
Process Stop Notices	P		S		
Coordinate Removal of Stop Notices	P		S		P
Compile Warranty, Releases, Operation and Maintenance Manuals, Certifications, and Materials		S	P		P
Advise on Contractor Retention and Final Payments		S	P	S	
Receive/Process Contractor's Final Retention Payment	P	S	S	S	P
Administrate Warranty Period (1-Year)	P		A		P

P = Primary Responsibility / S = Secondary Responsibility / A = Assist

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