

Board Office Use: Legislative File Info.	
File ID Number	17- 2434
Introduction Date	11-27-2017
Enactment Number	17-1683
Enactment Date	11/27/17 OR



Memo

To Board of Education

From Kyla Trammel-Johnson, Superintendent
 Vernon Hal, Senior Business Officer
 Joe Dominguez, Deputy Chief Facilities

Board Meeting Date November 29, 2017

Subject Amendment No. 1 to Agreement for Construction Management Services with Cumming Construction Management, Inc.; Facilities Planning and Management Department

Action Requested Approval by the Board of Education of Amendment No. 1 (“Amendment”) to Agreement for Construction Management Services (“Agreement”), dated October 27, 2016, between Oakland Unified School District (“District”) and Cumming Construction Management, Inc. (“Construction Manager”), in the amount of \$1,808,685 increasing the previous contract amount from \$900,000 to a not-to-exceed amount of \$2,708,685 and to extend the end date from November 30, 2017 to November 30, 2018. All remaining portions of the agreement shall remain in full force and effect.

Background The Agreement was originally procured by the District through a request for qualifications and proposals (RFQ/P) process and then approved by the Board of Education on November 30, 2016. Under the Agreement, the Construction Manager provides professional services to assist the District in the management of projects under the Measure J Bond Program. The scope of services is more specifically described in Exhibit “A” to the Agreement.

The Agreement states that the Construction Manager will provide services for one year, starting December 1, 2016 through November 30, 2017, for a fee not to exceed \$900,000.

Discussion The Amendment increases the not-to-exceed fee for the Construction Manager’s services through November 30, 2018, from \$900,000 to \$1,158,685 due to additional work required for the Central Kitchen project.

Additionally, the Amendment extends the term of the Construction Manager’s services for another year, starting December 1, 2017 through November 30, 2018, for a fee not to exceed \$1,550,000. The Amendment also updates the Construction Manager’s hourly billing rates for the extended term. There is no change to the hourly billing rates for the initial term. All other provisions of the Agreement remain in full force and effect.

**LBP (Local Business
Participation Percentage)**

51%

Recommendation

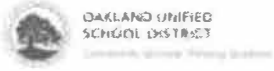
Approval by the Board of Education of Amendment No. 1 to Agreement for Construction Management Services with Cumming Construction Management, Inc.

Fiscal Impact

Fund 21, Measure J.

Attachments

Amendment No. 1 to Agreement for Construction Management Services



CONTRACT JUSTIFICATION FORM
This Form Shall Be Submitted to the Board Office
With Every Consent Agenda Contract.

Legislative File ID No. _____

Department: Facilities Planning and Management

Vendor Name: Cumming Construction Management, Inc.

Project Name: Measure J Bond Program Projects **Project No.:** _____

Contract Term: Intended Start: Ongoing Intended End: 11/30/2018

(if annual contract) or Total (if multi-year agreement) Cost: \$2,708,685

Approved by: Cesar Monterrosa

Is Vendor a local Oakland Business or have they meet the requirements of the

Local Business Policy? Yes (No if Unchecked)

How was this Vendor selected?

RFQ/P.

Summarize the services this Vendor will be providing.

Construction management services for Measure J Bond Program.

Was this contract competitively bid? Yes (No if Unchecked)

If No, please answer the following:

1) How did you determine the price is competitive?

Negotiations.

2) Please check the competitive bid exception relied upon:

- Educational Materials**
 - Special Services** contracts for financial, economic, accounting, legal or administrative services
 - CUPCCAA Exception** (Uniform Public Construction Cost Accounting Act)
 - Professional Service Agreements** of less than \$86,000 (increases a small amount on January 1 of each year)
 - Construction related Professional Services** such as Architects, DSA Inspectors, Environmental Consultants and Construction Managers (require a "fair, competitive selection process)
 - Energy** conservation and alternative energy supply (e.g., solar, energy conservation, co-generation and alternative energy supply sources)
 - Emergency** contracts
 - Technology** contracts
 - electronic data-processing systems, supporting software and/or services (including copiers/printers) over the \$86,000 bid limit, must be competitively advertised, but any one of the three lowest responsible bidders may be selected
 - contracts for computers, software, telecommunications equipment, microwave equipment, and other related electronic equipment and apparatus, including E-Rate solicitations, may be procured through an RFP process instead of a competitive, lowest price bid process
 - Western States Contracting Alliance Contracts (WSCA)
 - California Multiple Award Schedule Contracts (CMAS) [contracts are often used for the purchase of information technology and software]
 - "Piggyback" Contracts** with other governmental entities
 - Perishable Food**
 - Sole Source**
 - Change Order for Material and Supplies** if the cost agreed upon in writing does not exceed ten percent of the original contract price
 - Other, please provide specific exception**
- 3) **Not Applicable - no exception - Project was competitively bid**

**AMENDMENT NO. 1 TO
AGREEMENT FOR CONSTRUCTION MANAGEMENT SERVICES
BY AND BETWEEN
OAKLAND UNIFIED SCHOOL DISTRICT AND CUMMING CONSTRUCTION
MANAGEMENT, INC.**

This Amendment No. 1 ("Amendment") to the Agreement for Construction Management Services ("Agreement") is made and entered into this 14th day of ~~December~~ ^{November} 2017 ("Effective Date") by and between the Oakland Unified School District ("District") and Cumming Construction Management, Inc. ("Construction Manager") (together, "Parties") as follows:

RECITALS

WHEREAS, the Parties entered into the Agreement, dated October 27, 2016, pertaining to the construction management and administration of various construction projects under the District's Measure J Bond Program;

WHEREAS, the Agreement provides that the term for the Construction Manager's services shall expire on November 30, 2017, and that the Construction Manager's fee shall not exceed Nine Hundred Thousand Dollars (\$900,000); and

WHEREAS, the Parties wish to amend and supplement the Agreement to, among other things, increase the fee for the initial term and extend the term of the Construction Manager's services for another year with a not-to-exceed fee of One Million Five Hundred Fifty Thousand Dollars (\$1,550,000).

NOW, THEREFORE, the Parties agree as follows:

TERMS

1. Extended Term: The term of the Construction Manager's services, starting December 1, 2016 through November 30, 2017 ("Initial Term"), is extended for another year, starting December 1, 2017 through November 30, 2018 ("Extended Term").

Section 5 of **Exhibit C** of the Agreement is deleted and replaced with the following:

5. **Term**. The Construction Manager shall commence providing Services under this Agreement on December 1, 2016, and will diligently perform as required or requested by District as applicable. The Initial Term of the Agreement shall run from December 1, 2016 through November 30, 2017, followed by an Extended Term from December 1, 2017 through November 30, 2018, after which the term of the Agreement shall expire unless the Agreement is further extended by a written amendment signed by both parties. However, in no event shall the term of the Agreement exceed five (5) years.

2. **Increased Fee for Initial Term:** The not-to-exceed amount for all services contracted for under the Agreement during the Initial Term is hereby increased by Two Hundred Fifty-Eight Thousand, Six Hundred Eighty-Five Dollars (\$258,685) from Nine Hundred Thousand Dollars (\$900,000) for a total of One Million One Hundred Fifty-Eight Thousand, Six Hundred Eighty-Five Dollars (\$1,158,685).

Article 6.1 of the Agreement is deleted and replaced with the following:

- 6.1 For Services During the Initial Term: District shall pay Construction Manager an amount not to exceed One Hundred Fifty-Eight Thousand, Six Hundred Eighty-Five Dollars (\$1,158,685) for all services contracted for under this Agreement from December 1, 2016 through November 30, 2017, and based on the Fee Schedule attached to **Exhibit D**.

3. **Fee for Extended Term:** The Construction Manager's fee for all services contracted for under the Agreement during the Extended Term shall not exceed One Million, Five Hundred Fifty Thousand Dollars (\$1,550,000).

Article 6 of the Agreement is amended and supplemented such that the following language is added as Article 6.1.1:

- 6.1.1 For Services During the Extended Term: District shall pay Construction Manager an amount not to exceed One Million, Five Hundred Fifty Thousand Dollars (\$1,550,000) for all services contracted for under this Agreement from December 1, 2017 through November 30, 2018, and based on the Fee Schedule attached as Exhibit D.

Exhibit D to the Agreement is amended and supplemented such that the following language is added as Section 3.1.1:

- 3.1.1 For Services During the Extended Term: The following rates, which include overhead, administrative cost and profit, shall be utilized in arriving at the fee for Extra Services and shall not be changed for the Extended Term of the Agreement. Construction Manager shall bill in quarter-hour increments for all Extra Services.

Position	Hourly Rate
Senior Director	\$190.00
Director	\$180.00
Senior Director of Estimating	\$165.00
Estimator	\$155.00
Project Engineer	\$115.00
Construction Manager	\$155.00
Scheduler	\$155.00

4. All Other Provisions Reaffirmed: All other provisions of the Agreement shall remain in full force and effect and are reaffirmed. If there is any conflict between this Amendment and any provision of the Agreement relating to this Amendment only, the provisions of this Amendment shall control.

IN WITNESS WHEREOF, the Parties hereto have accepted and agreed to this Amendment.

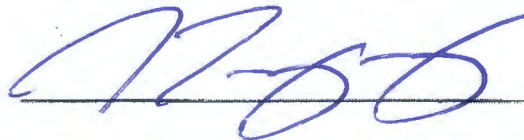
Dated: _____, 2017

Dated: 11-14, 2017

Oakland Unified School District

Cumming Construction Management, Inc.

By: _____



By: _____

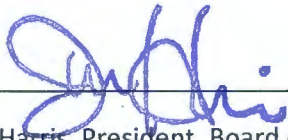


Print Name: _____

Print Name: JOHN OLSSON

Print Title: _____

Print Title: SENIOR DIRECTOR


James Harris, President, Board of Education

11/28/17
Date


Kyla Johnson-Trammell, Superintendent & Secretary, Board of Education

11/28/17
Date

APPROVED AS TO FORM:


OUSD Facilities Legal Counsel

11/14/17
Date

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/21/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Barney & Barney, A Marsh & McLennan Insurance Agency LLC Company 101 Enterprise, #330 CA License #0H18131 Aliso Viejo, CA 92656	CONTACT NAME: Angela Lin PHONE (A/C, No, Ext): 949-540-6910 E-MAIL ADDRESS: Angela.Lin@barneyandbarney.com	FAX (A/C, No): NAIC #													
	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : Travelers Indemnity Company</td> <td>25682</td> </tr> <tr> <td>INSURER B : Travelers Property Casualty Co</td> <td>25674</td> </tr> <tr> <td>INSURER C : Travelers Indemnity Company</td> <td>25666</td> </tr> <tr> <td>INSURER D : The Charter Oak Fire Insurance</td> <td>25615</td> </tr> <tr> <td>INSURER E : Continental Casualty Company</td> <td>20443</td> </tr> <tr> <td>INSURER F : ACE American Insurance Company</td> <td>22667</td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Travelers Indemnity Company	25682	INSURER B : Travelers Property Casualty Co	25674	INSURER C : Travelers Indemnity Company	25666	INSURER D : The Charter Oak Fire Insurance	25615	INSURER E : Continental Casualty Company	20443	INSURER F : ACE American Insurance Company
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INSURED **Cumming Construction Management, Inc.**
 25220 Hancock Avenue
 Suite 440
 Murrieta, CA 92562


COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY			6805H776732CA	12/31/2016	12/31/2017	EACH OCCURRENCE \$1,000,000
B	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY			6805H776768AOS	12/31/2016	12/31/2017	DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000
C	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR			6602B746367HI	12/31/2016	12/31/2017	MED EXP (Any one person) \$10,000
D				6805H759888FL	12/31/2016	12/31/2017	PERSONAL & ADV INJURY \$1,000,000
C				6805H773127TX	12/31/2016	12/31/2017	GENERAL AGGREGATE \$2,000,000
GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC							PRODUCTS - COMP/OP AGG \$2,000,000 \$
B	AUTOMOBILE LIABILITY			BA8123P391	12/31/2016	12/31/2017	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000
	<input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS						BODILY INJURY (Per person) \$
	<input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS						BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
							\$
E	<input checked="" type="checkbox"/> UMBRELLA LIAB			6020879487	12/31/2016	12/31/2017	EACH OCCURRENCE \$5,000,000
	<input type="checkbox"/> EXCESS LIAB						AGGREGATE \$5,000,000
	DED						\$
	RETENTION \$10,000						\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			XJUB3390T680	12/31/2016	12/31/2017	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. EACH ACCIDENT \$1,000,000
	Y/N <input checked="" type="checkbox"/> N N/A						E.L. DISEASE - EA EMPLOYEE \$1,000,000
							E.L. DISEASE - POLICY LIMIT \$1,000,000
F	Professional Liability			EONG23632688011	12/31/2016	12/31/2017	Limit: \$5,000,000 Each Claim / Aggregate Deductible: \$150,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, If more space is required)
Re: Construction Management - All OUSD projects.

The District, the Construction Manager, their representatives, consultants, trustees, officers, officials, employees, agents, and volunteers are named as additional insured, where required by written contract, per the attached. This insurance is primary and non-contributory. 30 day notice of cancellation will be (See Attached Descriptions)

CERTIFICATE HOLDER Oakland Unified School District Attn: Risk Management 955 High Street Oakland, CA 94601	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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CONTRACT JUSTIFICATION FORM
This Form Shall Be Submitted to the Board Office
With Every Consent Agenda Contract.

Legislative File ID No. _____

Department: Facilities Planning and Management

Vendor Name: Antonio Inc.

Project Name: Facilities Planning and Management **Project No.:** 00918

Contract Term: Intended Start: 10/1/2017 Intended End: 10/31/2018

Annual (if annual contract) or Total (if multi-year agreement) Cost: \$125,730.00

Approved by: Cesar Monterrosa

Is Vendor a local Oakland Business or have they meet the requirements of the

Local Business Policy? Yes (No if Unchecked)

How was this Vendor selected?

This is an exiting consultant presently on OUSD Facilities projects. Antonio Inc. is prequalified inspector.

Summarize the services this Vendor will be providing.

DSA Inspector of Records services for Close-Out Facilities projects. Total (36) various of school sites.

Was this contract competitively bid? Yes (No if Unchecked)

If No, please answer the following:

1) How did you determine the price is competitive?

During pre-qualification process billing rates were reviewed.



CONTRACT JUSTIFICATION FORM
This Form Shall Be Submitted to the Board Office
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Legislative File ID No. _____

Department: Facilities Planning and Management

Vendor Name: Ninyo & Moore

Project Name: Fremont (Small School) New Construction **Project No.:** 13158

Contract Term: Intended Start: 5/11/2016 Intended End: 12/31/2020

Annual (if annual contract) or Total (if multi-year agreement) Cost: \$10,000.00

Approved by: Tadashi Nakadegawa

Is Vendor a local Oakland Business or have they meet the requirements of the

Local Business Policy? Yes (No if Unchecked)

How was this Vendor selected?

This vendor has an existing contract with the District.

Summarize the services this Vendor will be providing.

Coordinate with Underground Service Alert to locate the underground utilities in the vicinity of the proposed exploration.

Perform a private utility survey by electromagnetic scanning to check the exploration locations for conflicts with underground utilities.

Obtain a boring permit from Alameda County Public Works Agency.

Perform one hand auger boring to a depth of up to 10 feet in a landscaped area. The actual depth of the boring will be influenced by the subsurface conditions encountered. A representative of Ninyo & Moore will log the subsurface conditions exposed in the borings.

The borings will be backfilled with grout as per the conditions of the boring permit. Perform five (5) cone penetration test (CPT) soundings to depths of up to approximately 65 feet below existing ground surface. The actual depth of the soundings will be influenced by the subsurface conditions encountered. Cone tip resistance, sleeve friction, and pore pressure will be electronically measured and recorded at vertical intervals of approximately 2 inches to evaluate the soil behavior index of the subsurface materials. The sounding will be backfilled with grout in compliance with the boring permit.

Reassess the potential for liquefaction and dynamic settlement utilizing the data collected from the CPT soundings.

Incorporate the findings from our supplemental exploration and assessment into a revised geotechnical evaluation report. \$600 OUSD contingency added.

Was this contract competitively bid? Yes (No if Unchecked)

If No, please answer the following:

1) How did you determine the price is competitive?



DIVISION OF FACILITIES PLANNING & MANAGEMENT ROUTING FORM

Project Information

Table with Project Name (Measure J Bond Program Projects), Site (NA)

Basic Directions

Services cannot be provided until the contract is fully approved and a Purchase Order has been issued.

Attachment Checklist table with checkboxes for insurance and workers compensation.

Contractor Information

Contractor details table including Contractor Name (Cumming Construction Management, Inc.), Agency's Contact (John Olsson), Title (Project Manager), Street Address (505 14 Street Ste. 900), City (Oakland), State (CA), Zip (94612), Telephone (408-540-4708), and Contractor History.

Term

Term table with Date Work Will Begin (Ongoing) and Date Work Will End By (11-30-2018).

Compensation

Compensation table with Total Contract Amount (\$2,708,685), Pay Rate Per Hour (\$1,808,685), and Requisition Number.

Budget Information

If you are planning to multi-fund a contract using LEP funds, please contact the State and Federal Office before completing requisition.

Budget table with columns for Resource #, Funding Source (Fund 21, Measure J), Org Key (9189905802), Object Code (6215), and Amount (\$1,808,685).

Approval and Routing (in order of approval steps)

Services cannot be provided before the contract is fully approved and a Purchase Order is issued. Signing this document affirms that to your knowledge services were not provided before a PO was issued.

Approval routing table with 5 rows for signatures and dates. Includes roles like Division Head, Director, General Counsel, Deputy Chief, Senior Business Officer, and President, Board of Education.

The first part of the document discusses the importance of maintaining accurate records of all transactions. It emphasizes that every entry, no matter how small, should be recorded to ensure the integrity of the financial data. This includes not only sales and purchases but also expenses and income. The text suggests that a systematic approach to record-keeping is essential for identifying trends and making informed decisions.

In the second section, the author explores various methods for organizing financial information. One key recommendation is the use of clear, descriptive labels for each entry to avoid ambiguity. Additionally, the text highlights the value of regular reviews and reconciliations to catch any discrepancies early on. The author also touches upon the importance of backing up data to prevent loss in case of a system failure.

The third part of the document delves into the analysis of financial statements. It explains how to interpret profit and loss statements, balance sheets, and cash flow statements. The author provides practical tips on how to identify areas of concern, such as declining profit margins or increasing debt levels. The text also discusses the role of financial ratios in assessing the overall health of the business.

Finally, the document concludes with a series of recommendations for long-term financial success. It stresses the importance of staying organized, being transparent, and seeking professional advice when needed. The author encourages readers to view financial management as an ongoing process rather than a one-time task.

Board Office Use: Legislative File Info.	
File ID Number	16-2495
Introduction Date	11-30-2016
Enactment Number	167854
Enactment Date	11/30/16 <i>OD</i>



OAKLAND UNIFIED
SCHOOL DISTRICT

Memo

To Board of Education

From Antwan Wilson, Superintendent and Secretary, Board of Education *AW*
 By: Vernon Hal, Senior Business Officer
 Joe Dominguez, Deputy Chief, Facilities Planning and Management

Board Meeting Date November 30, 2016

Subject Agreement for Construction Management - Cummings Construction - Division of Facilities Planning and Management Project

Action Requested Approval by the Board of Education of Independent Consultant Agreement between District and Cummings Construction, Sunnyvale, CA, for the latter to provide Construction Management services, in conjunction with the Division of Facilities Planning and Management Project, more specifically delineated in the Scope of Services in Exhibit "A", incorporated herein by reference as though fully set forth, for the period commencing December 1, 2016 and concluding no later than November 30, 2017, in an amount not to exceed \$900,000.00.

Discussion Current CM firm contract expires and we need a transition team in place.

LBP (Local Business Participation Percentage) 0.00%

Procurement Method RFP/RFQ Process

Recommendation Approval by the Board of Education of Independent Consultant Agreement between District and Cummings Construction, Sunnyvale, CA, for the latter to provide Construction Management services, in conjunction with the Division of Facilities Planning and Management Project, more specifically delineated in the Scope of Services in Exhibit "A", incorporated herein by reference as though fully set forth, for the period commencing December 1, 2016 and concluding no later than November 30, 2017, in an amount not to exceed \$900,000.00.

Fiscal Impact Fund 21, Measure J

Attachments

- Agreement for Construction Management including scope of work
- Certificate of Insurance
- Consultant Proposal



CONTRACT JUSTIFICATION FORM
This Form Shall Be Submitted to the Board Office
With Every Consent Agenda Contract.

Legislative File ID No. _____

Department: Facilities Planning and Management

Vendor Name: Cummings Construction

Project Name: Facilities Planning and Management **Project No.:** 00918

Contract Term: Intended Start: _____ Intended End: _____

Annual (if annual contract) or Total (if multi-year agreement) Cost: \$0.00

Approved by: Tadashi Nakadegawa

Is Vendor a local Oakland Business or have they meet the requirements of the

Local Business Policy? Yes (No if Unchecked)

How was this Vendor selected?

RFP

Summarize the services this Vendor will be providing.

Construction Management Services for the Capital Bond Program.

Was this contract competitively bid? Yes (No if Unchecked)

If No, please answer the following:

1) How did you determine the price is competitive?

Negotiations

2) Please check the competitive bid exception relied upon:

Educational Materials

Special Services contracts for financial, economic, accounting, legal or administrative services

CUPCCAA Exception (Uniform Public Construction Cost Accounting Act)

Professional Service Agreements of less than \$86,000 (increases a small amount on January 1 of each year)

Construction related Professional Services such as Architects, DSA Inspectors, Environmental Consultants and Construction Managers (require a "fair, competitive selection process")

Energy conservation and alternative energy supply (e.g., solar, energy conservation, co-generation and alternative energy supply sources)

Emergency contracts

Technology contracts

electronic data-processing systems, supporting software and/or services (including copiers/printers) over the \$86,000 bid limit, must be competitively advertised, but any one of the three lowest responsible bidders may be selected

contracts for computers, software, telecommunications equipment, microwave equipment, and other related electronic equipment and apparatus, including E-Rate solicitations, may be procured through an RFP process instead of a competitive, lowest price bid process

Western States Contracting Alliance Contracts (WSCA)

California Multiple Award Schedule Contracts (CMAS) [contracts are often used for the purchase of information technology and software]

"Piggyback" Contracts with other governmental entities

Perishable Food

Sole Source

Change Order for Material and Supplies if the cost agreed upon in writing does not exceed ten percent of the original contract price

Other, please provide specific exception

3) **Not Applicable - no exception - Project was competitively bid**

**AGREEMENT FOR CONSTRUCTION MANAGEMENT SERVICES
 BETWEEN
 OAKLAND UNIFIED SCHOOL DISTRICT
 AND
 CUMMINGS CONSTRUCTION
 FOR
 CONSTRUCTION MANAGEMENT SERVICES**

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AGREEMENT FOR CONSTRUCTION MANAGEMENT SERVICES

This Agreement for Construction Management Services ("Agreement") is made as of the 27th day of October, 2016, between the **Oakland Unified School District** ("District") and **Cummings Construction** ("Construction Manager") (individually a "Party," and collectively the "Parties"), for the construction management and administration of various construction Projects as part of the District's 2012 Measure J Bond Program ("Program").

RECITALS

WHEREAS, Construction Manager has experience and established capability in public works construction management,

WHEREAS, The District desires that the Construction Manager render professional services to assist in the management of the 2012 Measure J Bond Program,

WHEREAS, represents itself able and, for a consideration, is willing to perform the services required by the District.

That for and in consideration of the mutual covenants herein contained, the Parties hereto agree as follows:

Article 1. Definitions

- 1.1. In addition to the definitions above, the following definitions for words or phrases shall apply when used in this Agreement, including all Exhibits:
 - 1.1.1. **Agreement**: The Agreement consists exclusively of this document and all identified exhibits attached and incorporated by reference.
 - 1.1.2. **Architect**: The architect(s) that the District designates as being the architect(s) for all or a portion of the Project, including all consultants to the Architect(s). The Architect is a member of the Design Team.
 - 1.1.3. **Construction Manager**: The entity listed in the first paragraph of this Agreement, including all Consultant(s) to the Construction Manager.
 - 1.1.4. **Construction Budget**: The total amount indicated by the District for the Project plus all other costs, including design, construction, administration, financing, and all other costs.
 - 1.1.5. **Construction Cost Budget**: The total cost to District of all elements of the Project designed or specified by the Design Team, as adjusted at the end of each design phase in accordance with this Agreement. The Construction Cost Budget does not include the compensation of the Program Manager, the Design Team, the Construction Manager, the cost of the land, rights-of-way, financing or other costs which are the responsibility of the District.
 - 1.1.6. **Consultant(s)**: Any and all consultant(s), sub-consultant(s), subcontractor(s), or agent(s) to the Construction Manager.

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- 1.1.7. **Design Team:** The architect(s), engineer(s), and other designer(s) that the District designates as designing all or a portion of the Project, including all consultants to the architect(s), engineer(s) or other designer(s), who have a responsibility to the District to design all or a portion of the Project either directly or as a subconsultant or subcontractor.
- 1.1.8. **District:** The Oakland Unified School District.
- 1.1.9. **DSA:** The Division of the State Architect.
- 1.1.10. **Extra Services:** Extra Services are defined in Article 7 and Exhibit "B."
- 1.1.11. **Fee:** The Construction Manager's Fee is defined herein, payable as set forth herein and in Exhibit "D."
- 1.1.12. **Program Manager:** Any program manager hired to perform program management services under for the District, including all Consultant(s) to the Program Manager. If no Program Manager is hired by the District for the Project(s), then all references to "Program Manager" shall be read and interpreted as the District.
- 1.1.13. **Service(s):** All labor, materials, supervision, services, tasks, and work that the Construction Manager is required to perform and that are required by, or reasonably inferred from, the Agreement, and that are necessary for the design and completion of the Project.

Article 2. Scope, Responsibilities and Services of Construction Manager

- 2.1. **Scope:** Construction Manager shall provide the Services described herein and under Exhibit "A" for the Project. The parties agree that the Construction Manager's Services described herein are based on a design-bid-build construction manager / general contractor structure on the Project(s). The District reserves the right to change this structure including, without limitation, utilizing a construction manager / multiple-prime structure, a design-build structure, or a lease-leaseback structure, each of which the Parties agree may require the Construction Manager's Fee and Scope as well as certain terms and conditions of this Agreement to be adjusted by an amendment, in writing and signed by both Parties.
- 2.2. **Coordination:** In the performance of Construction Manager's services under this Agreement, Construction Manager agrees that it will maintain such coordination with District personnel and/or its designated representatives, specifically including but not limited to District's Program Manager, as may be requested and desirable. This shall include, without limitation, coordination with all members of the District's Design Team, and the persons responsible for operation of the District's Labor Compliance Program, if any. If the Construction Manager employs Consultant(s), the Construction Manager shall ensure that its contract(s) with its Consultant(s) include language notifying the Consultant(s) of the District's Labor Compliance Program, if any.
- 2.3. **Construction Manager's Services:** Construction Manager shall act as the District's agent to render the Services and furnish the work as described in Exhibit "A," which will commence upon the receipt of a Notice to Proceed

signed by the District representative. Construction Manager's services will be completed in accordance with the schedule attached as Exhibit "C."

2.4. **Schedule of Work:** The Construction Manager shall commence work under this Agreement upon receipt of a Notice to Proceed, and shall prosecute the work diligently as described in Exhibit "A" in accordance with the schedule attached as Exhibit "C." Time is of the essence and failure of Construction Manager to perform work on time as specified in this Agreement is a material breach of this Agreement.

2.5. **Construction Cost Budget:** The Construction Manager shall have responsibility to develop, review, and reconcile the Construction Cost Budget with the Design Team, Program Manager and the District throughout construction.

2.5.1. The Construction Cost Budget shall be the total cost to District of all elements of the Project designed or specified by the Project design professional(s). The Construction Cost Budget does not include the compensation of the Construction Manager, the Project design professional(s), sub-consultants, the cost of the land, rights-of-way, financing or other costs which are the responsibility of the District.

2.5.2. Evaluations of the District's Construction Budget, and preliminary and detailed cost estimates prepared by the Construction Manager, represent the Construction Manager's best judgment as a professional familiar with the construction industry.

Article 3. Construction Manager Staff

3.1. The Construction Manager has been selected to perform the Services herein because of the skills and expertise of key individuals.

3.2. The Construction Manager agrees that the following key people in Construction Manager's firm shall be associated with the Project in the following capacities:

Key Personnel:

Senior Director:	\$175.00
Senior Project Manager:	\$160.00
Construction Manager:	\$145.00
Estimating:	\$150.00
Project Engineer - PA	\$105.00
Project Engineer:	\$105.00

3.3. The Construction Manager shall not change any of the key personnel listed above without prior written approval by District, unless said personnel cease to be employed by Construction Manager. In either case, District shall be allowed to interview and approve replacement personnel.

- 3.4. If any designated lead or key person fails to perform to the satisfaction of the District, then upon written notice the Construction Manager shall immediately remove that person from the Project and provide a temporary replacement. Construction Manager shall within seven (7) days provide a permanent replacement person acceptable to the District. All lead or key personnel for any Consultant must also be designated by the consultant and are subject to all conditions previously stated in this paragraph.
- 3.5. Construction Manager represents that the Construction Manager has no existing interest and will not acquire any interest, direct or indirect, which could conflict in any manner or degree with the performance of services required under this Agreement and that no person having any such interest shall be employed by Construction Manager.

Article 4. Schedule of Work

The Construction Manager shall commence work under this Agreement upon receipt of a Notice to Proceed, and shall prosecute the work diligently as described in Exhibit "A" in accordance with the schedule attached as Exhibit "C." Time is of the essence and failure of Construction Manager to perform work on time as specified in this Agreement is a material breach of this Agreement.

Article 5. Construction Cost Budget

- 5.1. The Construction Manager shall have responsibility to develop, review, and reconcile the Construction Cost Budget with the Design Team and the District throughout construction.
- 5.2. The Construction Cost Budget shall be the total cost to District of all elements of the Project designed or specified by the Project design professional(s). The Construction Cost Budget does not include the compensation of the Construction Manager, the Project design professional(s), sub-consultants, the cost of the land, rights-of-way, financing or other costs which are the responsibility of the District.
- 5.3. Evaluations of the District's Construction Budget, and preliminary and detailed cost estimates prepared by the Construction Manager, represent the Construction Manager's best judgment as a professional familiar with the construction industry.

Article 6. Fee and Method of Payment

- 6.1. District shall pay Construction Manager:

A not-to-exceed amount equal to Nine hundred thousand \$900,000.00 for all services contracted for under this Agreement and based on the Fee Schedule attached to Exhibit "D."
- 6.2. District shall pay Construction Manager the Fee pursuant to the provisions herein and in Exhibit "D."
- 6.3. No Increase In Fee will be due from change orders generated during the



construction period to the extent caused by Construction Manager's error.

- 6.4. The Construction Manager's fee ("Fee") set forth in this Agreement shall be full compensation for all of Construction Manager's Services incurred in the performance hereof as indicated in Exhibit "D", including, without limitation, all costs for personnel, travel within two hundred (200) miles of the Project location, offices, per diem expenses, printing, providing, or shipping of deliverables in the quantities set forth in Exhibit "A."

Article 7. Payment for Extra Services

- 7.1. District-authorized Services outside of the scope in Exhibit "A" or District-authorized reimbursables not included in Construction Manager's Fee are "Extra Services." Any charges for Extra Services shall be paid by the District as described in Exhibit "B" only upon certification that the claimed Extra Services were authorized in writing in advance by the District and that the Extra Services have been satisfactorily completed.
- 7.2. A written proposal describing the proposed scope of services and listing the personnel, labor duration, rates, and cost shall be submitted by the Construction Manager to the District for written approval before proceeding with any Extra Services.

Article 8. Ownership of Data

After completion of the Project or after termination of this Agreement, Construction Manager shall deliver to District a complete set of Project records, including without limitation all documents generated by Construction Manager, copies of all documents exchanged with or copied to or from all other Project participants, and all closeout documents. Project records shall be indexed and appropriately organized for easy use by District personnel. All Project records are property of the District, whether or not those records are in the Construction Manager's possession.

Article 9. Termination of Agreement

- 9.1. If Construction Manager fails to perform Construction Manager's duties to the satisfaction of the District, or if Construction Manager fails to fulfill in a timely and professional manner Construction Manager's material obligations under this Agreement, or if Construction Manager violates any of the material terms or provisions of this Agreement, the District shall have the right to terminate this Agreement effective immediately upon the District giving written notice thereof to the Construction Manager. In the event of a termination pursuant to this subdivision, Construction Manager may invoice District for all work performed until the notice of termination, but District shall have the right to withhold payment and deduct any amounts equal to the District's costs because of Construction Manager's actions, errors, or omissions that caused the District to terminate the Construction Manager.
- 9.2. District shall have the right in its sole discretion to terminate the Agreement for its own convenience. In the event of a termination for convenience, Construction Manager may invoice District and District shall pay all undisputed invoice(s) for work performed until the notice of termination. This

shall be the only amount(s) potentially owing to Construction Manager's if there is a termination for convenience.

- 9.3. The Construction Manager has the right to terminate this Agreement if the District does not fulfill its material obligations under this Agreement and fails to cure such material default within sixty (60) days, or if the default cannot be cured within sixty (60) days, commence to cure such default, diligently pursue such cure, and complete the cure within a reasonable time following written notice and demand from Construction Manager. Such termination shall be effective after receipt of written notice from Construction Manager to the District.
- 9.4. Except as indicated in this Article, termination shall have no effect upon any of the rights and obligations of the Parties arising out of any transaction occurring prior to the effective date of such termination.
- 9.5. If, at any time in the progress of the Project, the governing board of the District determines that the Project should be terminated, the Construction Manager, upon written notice from the District of such termination, shall immediately cease work on the Project. The District shall pay the Construction Manager only the Fee associated with the Services provided, since the last invoice that has been paid and up to the notice of termination.
- 9.6. If the Project is suspended by the District for more than one hundred and eighty (180) consecutive days, the Construction Manager shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the schedule shall be adjusted and the Construction Manager's compensation shall be equitably adjusted to provide for expenses incurred in the resumption of the Construction Manager's services. Upon resumption of the Project after suspension, the Construction Manager will take all reasonable efforts to maintain the same Project personnel.

Article 10. Indemnity

- 10.1. Construction Manager shall indemnify, protect, and hold free and harmless the District, its agents, representatives, officers, consultants, employees, trustees, members, and volunteers ("Indemnified Parties") from any and all actions, assessments, counts, citations, claims, costs, damages, demands, judgments, liabilities (legal, administrative or otherwise), losses, notices, expenses, fines, penalties, proceedings, responsibilities, violations, attorney's and consultants' fees and causes of action, including personal injury and/or death ("Claim(s)"), to the extent that the Claim(s) arises out of, pertains to, or relates to the negligence (active or passive, ordinary or gross), recklessness (ordinary or gross), errors or omissions, or willful misconduct of Construction Manager, its directors, officials, officers, employees, contractors, subcontractors, consultants, subconsultants, or agents directly or indirectly arising out of, connected with, or resulting from the performance of the Services, the Project, or this Agreement. This indemnity excludes Construction Manager's liability as to the active or sole negligence or willful misconduct of the District.
- 10.2. Construction Manager shall defend and pay all costs, expenses and fees to

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defend the Indemnified Parties, from any and all Claim(s), to the extent that the Claim(s) arises out of, pertains to, or relates to the alleged negligence (active or passive, ordinary or gross), recklessness (ordinary or gross), errors or omissions, or willful misconduct of Construction Manager, its directors, officials, officers, employees, contractors, subcontractors, consultants, subconsultants, or agents directly or indirectly arising out of, connected with, or resulting from the performance of the Services, the Project, or this Agreement. District shall have the right to accept or reject any legal representation that Construction Manager proposes to defend the Indemnified Parties.

Article 11. Fingerprinting

- 11.1. Unless the District has determined pursuant to Education Code section 45125.2 that on the basis of scope of work in this Agreement that Construction Manager and its subcontractors and employees will have only limited contact with pupils, the Construction Manager shall comply with the provisions of Education Code section 45125.01 regarding the submission of employee fingerprints to the California Department of Justice and the completion of criminal background investigations of its employees. The Construction Manager shall not permit any employee to have any contact with District pupils until such time as the Construction Manager has verified in writing to the governing board of the District that the employee has not been convicted of a felony, as defined in Education Code section 45122.1. The Construction Manager's responsibility shall extend to all employees, agents, and employees or agents of its subcontracts regardless of whether those individuals are paid or unpaid, concurrently employed by the District, or acting as independent contractors of the Construction Manager. Verification of compliance with this section and the Criminal Background Investigation Certification (Exhibit "E") shall be provided in writing to the District prior to each individual's commencement of employment or participation on the Project and prior to permitting contact with any student.
- 11.2. No drugs, alcohol, and/or smoking of any kind are allowed at any time in any buildings and/or grounds on District property. No students, staff, visitors, or contractors are to use drugs on these sites.
- 11.3. Unacceptable and/or loud language will not be tolerated. "Cat calls" or other derogatory language toward students or public will not be allowed.

Article 12. Responsibilities of the District

- 12.1. The District shall examine the documents submitted by the Construction Manager and shall render decisions so as to avoid unreasonable delay in the process of the Construction Manager's services.
- 12.2. The District shall provide to the Construction Manager complete information regarding the District's requirements for the Project.
- 12.3. The District shall retain design professional(s) whose services, duties and responsibilities shall be described in written agreement(s) between the District and design professional(s).

- 12.4. The District shall, in a timely manner, and with Construction Manager's assistance, secure, submit and pay for necessary approvals, easements, assessments, permits and charges required for the construction, use, or occupancy of permanent structures or for permanent changes in existing facilities, subject to Construction Manager's and/or the design professional(s) duties to recommend or provide same.
- 12.5. The District, its representatives, and consultants shall communicate with the contractor either directly or through the Construction Manager.
- 12.6. During the Construction Phase of the Project, the District may require that the contractors submit all notices and communication relating to the Project directly to the Construction Manager.
- 12.7. The District shall designate an officer, employee, and/or other authorized representatives to act on the District's behalf with respect to the Project. The District's representative for the Project shall be available during working hours and as often as may be required to render decisions and to furnish information in a timely manner.

Article 13. Liability of District

- 13.1. Other than as provided in this Agreement, District's obligations under this Agreement shall be limited to the payment of the compensation provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event shall District be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement for the services performed in connection with this Agreement.
- 13.2. Any and all costs incurred by District, or for which District may become liable, to the extent caused by negligent delays of Construction Manager in its performance hereunder, shall be paid to District by Construction Manager as provided for herein and/or under California law.
- 13.3. District shall not be responsible for any damage to persons or property as a result of the use, misuse or failure of any equipment used by Construction Manager, or by its employees, even though such equipment be furnished or loaned to Construction Manager by District.
- 13.4. The Construction Manager hereby waives any and all claim(s) for recovery from the District under this Agreement, which loss or damage is covered by valid and collectible insurance policies. Construction Manager agrees to have its required insurance policies endorsed to prevent the invalidation of insurance coverage by reason of this waiver. This waiver shall extend to claims paid, or expenses incurred, by Construction Manager's insurance company on behalf of the District.

Article 14. Insurance

- 14.1. Construction Manager shall procure prior to commencement of the work of this Agreement and maintain for the duration of the Agreement insurance

against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Construction Manager, their agents, representatives, employees and Consultant(s).

14.2. **Minimum Scope and limits of Insurance:** Coverage shall be at least as broad as the following scopes and limits:

14.2.1. **Commercial General Liability.** Two million dollars (\$2,000,000) per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

14.2.2. **Commercial Automobile Liability, Any Auto.** Two million dollars (\$2,000,000) per accident for bodily injury and property damage.

14.2.3. **Workers' Compensation.** Statutory limits required by the State of California and

14.2.4. **Employer's Liability.** One million dollars (\$1,000,000) per accident for bodily injury or disease.

14.2.5. **Professional Liability.** This insurance shall cover the Construction Manager and his/her Consultant(s) for two million dollars (\$2,000,000) aggregate limit subject to no more than twenty-five thousand dollars (\$25,000) per claim deductible, coverage to continue through completion of construction plus two years thereafter. The policy must contain terms or endorsements extending coverage that requires the insurer to defend and indemnify for acts which happen before the effective date of the policy provided the claim is first made during the policy period.

~~14.2.6. **Pollution Legal Liability.** Legal Liability coverage for bodily injury, property damage, environmental damage, emergency response expense, claim expense and business interruption costs caused by pollution incidents arising from Consultant's performance of any portion of the Services. Two million dollars (\$2,000,000) per occurrence. The policy must contain terms or endorsements extending coverage that requires the insurer to defend and indemnify for acts which happen before the effective date of the policy provided the claim is first made during the policy period.~~

14.3. The District reserves the right to modify the limits and coverages described herein, with appropriate credits or changes to be negotiated for such changes.

14.4. **Deductibles and Self-Insured Retention:** Any deductibles or self-insured retention exceeding \$25,000 must be declared to and approved by the District. At the option of the District, either: the insurer shall reduce or eliminate such deductibles or self-insured retention as respects the District,

its officers, officials, employees and volunteers; or the Construction Manager shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

14.5. Other Insurance Provisions: The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

14.5.1. All policies except for the professional insurance policy shall be written on an occurrence form.

14.5.2. The District, the Construction Manager, their representatives, consultants, trustees, officers, officials, employees, agents, and volunteers ("Additional Insureds") are to be covered as additional insureds as respects liability arising out of activities performed by or on behalf of the Construction Manager; instruments of service and completed operations of the Construction Manager; premises owned, occupied or used by the Construction Manager; or automobiles owned, leased, hired or borrowed by the Construction Manager. The coverage shall contain no special limitations on the scope of protection afforded to the Additional Insureds.

14.5.3. For any claims related to this Project, the Construction Manager's insurance coverage shall be primary insurance as respects the Additional Insureds. Any insurance or self-insurance maintained by the Additional Insureds shall be in excess of the Construction Manager's insurance and shall not contribute with it.

14.5.4. Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the Additional Insureds.

14.5.5. The Construction Manager's insurance shall apply separately to each Insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

14.5.6. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the District.

14.6. Acceptability of Insurers: Insurance is to be placed with Insurers admitted in California with a current A.M. Best's rating of no less than A:VII.

14.7. Verification of Coverage: Construction Manager shall furnish the District with:

14.7.1. Certificates of insurance showing maintenance of the required insurance coverage;

14.7.2. Original endorsements affecting general liability and automobile liability coverage. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. All

endorsements are to be received and approved by the District before work commences.

Article 15. Nondiscrimination

Construction Manager agrees that no discrimination shall be made in the employment of persons under this Agreement because of the race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status of such person. Construction Manager shall comply with any and all regulations and laws governing nondiscrimination in employment.

Article 16. Local, Small Local and Small Local Resident Business Enterprise (L/SL/SLRBE) Program

Construction Manager shall comply with the requirements of District's L/SL/SLRBE Program, as applicable, which may require a fifty percent (50%) mandatory minimum local participation requirement in the performance of this Agreement. A copy of the District's Local Business Participation Policy can be obtained on the District's website, at www.ousd.k12.ca.us, under District Services, Facilities Planning & Management Department, Bids and Requests for Proposals.

Article 17. Covenant Against Contingent Fees

Construction Manager warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Construction Manager, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the Construction Manager, any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent on or resulting from the award or making of this Agreement. For breach or violation of this warranty, the District shall have the right to annul this Agreement without liability, or in its discretion, to deduct from the contract price or consideration or otherwise recover, the full amount of such fee, commission, percentage fee, gift, or contingency.

Article 18. Entire Agreement/Modification

This Agreement, including the Exhibits hereto, supersedes all previous contracts and constitutes the entire understanding of the parties hereto. Construction Manager shall be entitled to no other benefits than those specified herein. No changes, amendments, or alterations shall be effective unless in writing and signed by both Parties. Construction Manager specifically acknowledges that in entering this Agreement, Construction Manager relies solely upon the provisions contained in this Agreement and no others.

Article 19. Non-Assignment of Agreement

In as much as this Agreement is intended to secure the specialized services of the Construction Manager, Construction Manager may not assign, transfer,

delegate or sublet any interest therein without the prior written consent of District and any such assignment, transfer, delegation or sublease without the District's prior written consent shall be considered null and void. Likewise, District may not assign, transfer, delegate, or sublet any interest therein without the prior written consent of Construction Manager and any such assignment, transfer, delegation or sublease without Construction Manager's prior written consent shall be considered null and void.

Article 20. Law, Venue

- 20.1. This Agreement has been executed and delivered in the State of California and the validity, enforceability and interpretation of any of the clauses of this Agreement shall be determined and governed by the laws of the State of California.
- 20.2. The county in which the District administration office is located shall be the venue for any action or proceeding that may be brought or arise out of, in connection with or by reason of this Agreement.

Article 21. Alternative Dispute Resolution

All claims, disputes, or controversies arising out of, or in relation to the interpretation, application or enforcement of this Agreement may be decided through mediation as the first method of resolution. If this method proves unsuccessful, then all claims, disputes or controversies as stated above may be decided through arbitration, if agreed to by all Parties.

Article 22. Severability

If any term, covenant, condition, or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.

Article 23. Employment Status

- 23.1. Construction Manager shall, during the entire term of Agreement, be construed to be an independent contractor and nothing in this Agreement is intended nor shall be construed to create an employer-employee relationship, a joint venture relationship, or to allow District to exercise discretion or control over the professional manner in which the Construction Manager performs the services which are the subject matter of this Agreement; provided always, however, that the services to be provided by Construction Manager shall be provided in a manner consistent with all applicable standards and regulations governing such services.
- 23.2. Construction Manager understands and agrees that the Construction Manager's personnel are not and will not be eligible for membership in or any benefits from any District group plan for hospital, surgical or medical insurance or for membership in any District retirement program or for paid vacation, paid sick leave or other leave, with or without pay or for other benefits which accrue to a District employee.

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- 23.3. Should District, in its discretion, or a relevant taxing authority such as the Internal Revenue Service or the State Employment Development Department, or both, determine that Construction Manager is an employee for purposes of collection of any employment taxes, the amounts payable under this Agreement shall be reduced by amounts equal to both the employee and employer portions of the tax due (and offsetting any credits for amounts already paid by Construction Manager which can be applied against this liability). District shall then forward those amounts to the relevant taxing authority.
- 23.4. Should a relevant taxing authority determine a liability for past services performed by Construction Manager for District, upon notification of such fact by District, Construction Manager shall promptly remit such amount due or arrange with District to have the amount due withheld from future payments to Construction Manager under this Agreement (and offsetting any amounts already paid by Construction Manager which can be applied as a credit against such liability).
- 23.5. A determination of employment status pursuant to the preceding two paragraphs shall be solely for the purposes of the particular tax in question, and for all other purposes of this Agreement, Construction Manager shall not be considered an employee of District. Notwithstanding the foregoing, should any court, arbitrator, or administrative authority determine that Construction Manager is an employee for any other purpose, then Construction Manager agrees to a reduction in District's liability resulting from this Agreement pursuant to principles similar to those stated in the foregoing paragraphs so that the total expenses of District under this Agreement shall not be greater than they would have been had the court, arbitrator, or administrative authority determined that Construction Manager was not an employee.
- 23.6. Nothing in this Agreement shall operate to confer rights or benefits on persons or entities not a party to this Agreement.

Article 24. Warranty of Construction Manager

- 24.1. Construction Manager warrants that the Construction Manager is properly licensed and/or certified under the laws and regulations of the State of California to provide all the services that it has herein agreed to perform.
- 24.2. Construction Manager certifies that it is aware of the provisions of the Labor Code of the State of California, that 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 it certifies that it will comply with those provisions before commencing the performance of the work of this Agreement.
- 24.3. Construction Manager certifies that it is aware of the provisions of California Labor Code that require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects ("Prevailing Wage Laws"). Since the Construction Manager is performing work as part of an applicable "public works" or "maintenance" project, and since the total compensation is One Thousand Dollars (\$1,000) or more, the Construction Manager agrees to fully comply

with and to require its Consultant(s) to fully comply with all applicable prevailing wage requirements of the California Labor Code.

Article 25. Cost Disclosure - Documents and Written Reports

Construction Manager shall be responsible for compliance with California Government Code section 7550, if the total cost of the Agreement is over Five Thousand Dollars (\$5,000).

Article 26. Communications / Notice

Notices and communications between the Parties may be sent to the following addresses:

District OUSD 955 High Street Oakland, CA 94601 Attn: Joe Dominguez	Construction Manager Cummings Construction 530 Lakeside Drive, Suite 146 Sunnyvale, CA 94085 Attn: John Olsson
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The Parties, by notice given hereunder, may designate different addresses to which subsequent notices, certificates or other communications will be sent.

Article 27. Disabled Veteran Business Enterprise Participation

Pursuant to section 17076.11 of the Education Code, the District has a participation goal for disabled veteran business enterprises (DVBEs) of at least three percent (3%), per year, of funds expended each year by the District on projects that use funds allocated by the State Allocation Board pursuant to the Leroy F. Greene School Facilities Act (the Act). This Project may use funds allocated under the Act. Therefore, to the extent feasible, the Construction Manager shall provide to the District certification of compliance with the procedures for implementation of DVBE contracting goals, appropriate documentation identifying the amount paid to DVBEs in conjunction with the contract, and documentation demonstrating the Construction Manager's good faith efforts to meet these goals.

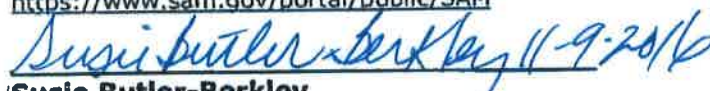
Article 28. Other Provisions

- 28.1. The Construction Manager shall be responsible for the cost of construction change orders caused directly by the Construction Manager's willful misconduct or negligent acts, errors or omissions. Without limiting Construction Manager's liability for indirect or consequential cost impacts, the direct costs for which the Construction Manager shall be liable shall equal its proportionate share of the difference between the cost of the change order and the reasonable cost of the work had such work been a part of the originally prepared construction documents.
- 28.2. Neither the District's review, approval of, nor payment for, any of the services required under this Agreement shall be construed to operate as a waiver of any rights under this Agreement, and Construction Manager shall remain liable to the District in accordance with this Agreement for all damages to the

District caused by Construction Manager's failure to perform any of the services furnished under this Agreement to the standard of care of the Construction Manager for its Services, which shall be, at a minimum, the standard of care of construction managers performing similar work for California school districts at or around the same time and in or around the same geographic area of the District.

- 28.3. Each party warrants that it has had the opportunity to consult counsel and understands the terms of this Agreement and the consequences of executing it. In addition, each party acknowledges that the drafting of this Agreement was the product of negotiation, that no party is the author of this Agreement, and that this Agreement shall not be construed against any party as the drafter of the Agreement.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion: The District certifies to the best of its knowledge and belief, that it and its officials: Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency according to Federal Acquisition Regulation Subpart 9.4, and by signing this contract, certifies that this vendor does not appear on the Excluded Parties List.
<https://www.sam.gov/portal/public/SAM>


Susie Butler-Berkley
Contract Analyst

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IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date(s) indicated below.

OAKLAND UNIFIED SCHOOL DISTRICT


James Harris, President, Board of Education

12/1/16
Date


Antwan Wilson, Superintendent & Secretary, Board of Education

12/1/16
Date


Joe Dominguez, Deputy Chief
Facilities Planning and Management

Date

APPROVED AS TO FORM:


OUSD Facilities Legal Counsel

11.14.16
Date

CONSTRUCTION MANAGER


JOHN OLSSON
SENIOR DIRECTOR

11/9/2016
Date

EXHIBIT "A"
RESPONSIBILITIES AND SERVICES OF CONSTRUCTION MANAGER

Construction Manager shall provide professional services necessary for completing the following:

1. BASIC SERVICES

- 1.1. Provide work which shall comply with professional standards and applicable requirements of federal, state, and local law.
- 1.2. Advise the District as to the regulatory agencies that have jurisdiction over the Project, and as to coordination with and implementation of the requirements of the regulatory agencies, including without limitation the Division of the State Architect and the Office of Public School Construction.
- 1.3. Contract for or employ, at Construction Manager's expense, Consultant(s) to the extent deemed necessary for Construction Manager's services. Nothing in the foregoing shall create any contractual relationship between the District and any Consultant(s) employed by the Construction Manager under terms of this Agreement.
- 1.4. Cooperate with other professionals employed by the District for the design, coordination or management of other work related to the Project.
- 1.5. Chair, conduct and take minutes of periodic meetings between District and its design professional(s) of the Site Committee meetings, and of construction meetings during the course of the projects. Construction Manager shall invite the District and/or its representative to participate in these meetings. Construction Manager shall keep meeting minutes to document comments generated in these meetings, but shall not be responsible for analyzing design issues raised in said meetings.
- 1.6. Be responsible for the professional quality and technical accuracy of all cost estimates, constructability reviews, studies, reports, projections, opinions of the probable cost of construction, and other services furnished by Construction Manager under this Agreement as well as coordination with all Master Plans, studies, reports and other information provided by District to Construction Manager. Construction Manager shall, without additional compensation, correct or revise any errors or omissions in the deliverables it generates.
- 1.7. Maintain a log of all meetings, site visits or discussions held in conjunction with the work of this Project, with documentation of major discussion points, observations, decisions, questions or comments. These shall be furnished to the District and/or its representative for inclusion in the overall Project documentation.
- 1.8. At the request of the District, develop a Management Information System (MIS) to assist in establishing communications between the District, Construction Manager, design professional(s), contractor(s) and other parties on the Project. In developing the MIS, the Construction Manager shall

Interview the District's key personnel and others in order to determine the type of information to be managed and reported, the reporting format, the desired frequency for distribution of the various reports, the degree of accessibility by potential users, and the security protocol for the system.

- 1.9. Coordinate transmittal of documents to regulatory agencies for review and shall advise the District of potential problems in completion of such reviews.
- 1.10. Provide and maintain a management team on the Project site.
- 1.11. Provide documentation, pictures, and other information and assistance to the District for the District's use on a website for public access to show Project status.
- 1.12. Cooperate and coordinate with the persons responsible for operation of the District's labor compliance program, if applicable.
- 1.13. Comply with any storm water management program that is approved by the State and County and applicable to the Project, at no additional cost to the District.
 - 1.13.1. Ensure that all Project contractor(s), Project sub-contractor(s) and Construction Manager's Consultant(s) comply with any District-approved storm water management program that is applicable to the Project, at no additional cost to the District.
- 1.14. Provide direction and planning to ensure Project adherence to applicable environmental requirements such as those emanating from the Environmental Protection Agency (EPA), Cal/EPA, the California Environmental Quality Act ("CEQA"), Air Quality Management District and State of California and Regional Water Quality Control Board laws, regulations and rules. The Construction Manager shall comply with, and ensure that all contractors and their subcontractors and Design Team and their sub-consultants comply with, any storm water pollution prevention plans, other storm water management program and other environmental impact mitigation requirements that are approved by the District and applicable to the Project, at no additional cost to the District.
- 1.15. Construction Manager is NOT responsible for the following scopes of work or services, but shall assist the District in procuring these scopes of work or services when required and Construction Manager shall coordinate and integrate its work with any scopes of work or services provided by District related to the following:
 - 1.15.1. Ground contamination or hazardous material analysis.
 - 1.15.2. Any asbestos testing, design or abatement.
 - 1.15.3. Compliance with the CEQA, except that Construction Manager shall provide current information for use in CEQA compliance documents.
 - 1.15.4. Historical significance report.

- 1.15.5. Soils investigation.
- 1.15.6. Geotechnical hazard report.
- 1.15.7. Topographic survey, including utility locating services.
- 1.15.8. Other items specifically designated as the District's responsibilities under this Agreement.

2. GENERAL SERVICES

- 2.1. **General:** Monitor and advise the District as to all material developments in the Project. Construction Manager shall develop and implement with District approval reporting methods for schedules, cost and budget status, and projections for the Project. Construction Manager shall be the focal point of all communication to and from construction contractor(s) and shall be copied on all communications between District and its Design Team.
- 2.2. **Scheduling:** Prepare methods to track and report on schedule status for the Project. Construction Manager shall develop master schedules and milestone schedules for the Project, and shall report on same each month to the District.
- 2.3. **Cost Controls:** Prepare and implement methods to budget and track all expenditures on the Project. Construction Manager shall generate monthly reports to the District reflecting this information.
- 2.4. **Communications to Board:** The Construction Manager may be required to attend each meeting of the District's governing board, and to provide updates at each meeting. In addition, the Construction Manager shall attend District property committee meetings, Facilities Sub Committee, Citizen Bond Oversight Committee meetings, or other Project-related meetings within the community.

3. PRECONSTRUCTION PHASE (if required)

- 3.1. Provide overall coordination of the Project; serve as the focal point of communication, transmitting information to the District and Project team on general aspects of the Project, including planning, scheduling, cost management, progress reporting, design review, dispute resolution, and documentation. Communications from the contractor(s) to District and Project Design Team shall be through the Construction Manager. The Construction Manager shall receive simultaneous copies of all written communications from the District or the Project Design Team to the contractor(s).
- 3.2. Develop and implement District-approved implementation procedures, forms, and reporting requirements for the Project that involve all members of the Project teams, including District, Design Team, and construction contractor(s).
- 3.3. **Value Engineering.** Provide value engineering that will consist of a review

of the proposed materials, equipment, systems and other items depicted in the Design Documents and shall be coordinated with the District's design guidelines and the Design Team. The Construction Manager will prepare a value engineering report that will document the results of the evaluation and make recommendations to the District with respect to alternatives, deletions, or amendments of such proposed items that pertain to the anticipated construction costs, useful life, maintenance and operational costs and efficiencies. The Construction Manager shall provide to the District value engineering recommendations and cost/benefit analysis of those recommendations.

3.3.1. Value engineering is expected to be an ongoing process to determine ways to build a more efficient and economical Project without reducing its quality and meet its goals and objectives.

- 3.4. **Constructability Reviews.** The Construction Manager shall review the design documents for clarity, consistency, constructability and coordination. The results of the review shall be provided in writing and as notations on the documents to the District. The Construction Manager's actions in reviewing the Project design and design documents and in making recommendations as provided herein are advisory only to the District. The Design Team members are not third party beneficiaries of the Construction Manager's work described in this paragraph and the Design Team members remains solely responsible for the contents of design drawings and design documents.
- 3.5. Establish schedules for the soils consultant, for any hazardous materials testing and other consultants, and review costs, estimates, and invoices of each.
- 3.6. Develop and implement a management control system to support such functions as planning, organizing, scheduling, budgeting, reporting progress and identifying and documenting problems and solutions for the Project. The system will allow for monthly progress reports to the District regarding the schedule for the Project.
- 3.7. Organize an initial planning workshop to create baseline parameters for the Project, to define overall building requirements, Project strategy, conceptual budget and schedule. Pursuant to understandings reached at these meetings, Construction Manager will develop an implementation plan that identifies the various phases of the Project, coordination among phases, and budget and time constraints for each phase of the Project. The plan will include a detailed strategy, master budget and master schedule as well as identification of critical events and milestone activities.
- 3.8. Construction Manager shall in consultation with District and according to District approved policies, procedures, and standards, implement procedures, forms, and reporting requirements for the Project. Establish, accordingly, a communications procedure for the Project that allows for decision making at appropriate levels of responsibility and accountability.
- 3.9. Work with the Design Team to modify or add to standard, special, or general conditions for Contract Documents that might be needed for unique Project or bid package conditions, for District's approval.

- 3.10. Work with the Design Team to separate the construction phase for the Project into bid packages.
- 3.11. Conduct pre-award conferences with successful contractors.
- 3.12. Schedule and conduct preconstruction meetings; maintain, prepare, and distribute minutes.
- 3.13. Coordinate with District staff, contractor(s), and school site staff, and develop a construction staging plans that shall accommodate, without limitation, school site occupancy, parking, traffic, and safety.
- 3.14. Ensure that contractor(s) timely obtain all required permits, inspections, and approvals necessary to complete the Project.

4. CONSTRUCTION PHASE

- 4.1. Administer the construction contracts.
- 4.2. Monitor the construction contractor(s) to verify that tools, equipment, and labor are furnished and work performed and completed within the time as required or indicated by the plans and specifications, to the satisfaction of the District. Construction Manager expressly agrees to verify that the specifications are met, observed, performed, and followed in accordance with the professional standards of care for construction management. Construction Manager shall not, however, be responsible for directing construction contractor(s)' means and methods.
- 4.3. Assist District in resolving issues pertaining to the plans and specifications. Assist District in review and approval of requests for substitution of materials or any deviation from the plans and specifications that are made by the Design Team or contractor(s).
- 4.4. Coordinate work of the construction contractor(s) and effectively manage the project to achieve the District's objectives in relation to cost, time and quality. Construction Manager shall not, however, be responsible for directing construction contractor(s)' means and methods.
- 4.5. Conduct construction meetings for the Project to discuss and resolve such matters as progress, quality and scheduling. Said meetings shall be weekly unless Project conditions do not require that frequency. Prepare and promptly distribute minutes. When required by field or other conditions, construction progress, or the quality of workmanship, conduct special construction meetings; record, prepare, and distribute minutes of these meetings to the District, the affected construction contractor(s), and the Design Team.
- 4.6. Attend Project job site meetings.
- 4.7. Ensure that construction contractor(s) provide construction schedules as required by their construction contracts, including activity sequences and durations, submittal schedule, or procurement schedule for products that



require long lead time. Construction Manager shall review construction contractor(s)' construction schedules for conformity with the requirements of the construction contract(s) and conformity with the overall schedule for the Project. Where construction contractor(s)' construction schedules do not so conform, Construction Manager will take appropriate measures to secure compliance, subject to District approval.

- 4.8. Ensure construction contractor(s)' compliance with the requirements of their respective construction contracts for updating, revising, and other obligations relative to their respective construction schedules. Construction Manager shall incorporate construction contractor(s)' construction schedule updates and revisions into the Project construction schedule.
- 4.9. Continually monitor whether construction contract requirements are being fulfilled and recommend courses of action to the District when contractor(s) fails to fulfill contractual requirements.
- 4.10. The Construction Manager may authorize minor variations in the work from the requirements of the contract documents that do not involve an adjustment in the contract price or the contract time or design and which are consistent with the overall intent of the contract documents. The Construction Manager shall provide to the Design Team and the District copies of these authorizations.
- 4.11. Develop, implement, and coordinate with assistance from the District, the Design Team, and the Project Inspector(s) ("Inspector"), procedures for the submittal, review, verification and processing of applications by contractor(s) for progress and final payments for all construction contracts.
- 4.12. The Construction Manager shall review the Contractor(s)' Safety Program submittals and review and document the implementation of the Contractor(s)' Safety Program. The Construction Manager shall report any observed deviations from the Contractor(s)' Safety Program and applicable Cal/OSHA requirements to the appropriate contractor personnel and follow-up with a written safety notice to both the contractor and the District. Neither the Construction Manager nor the District shall be responsible for or have any liability for contractor(s) failure to provide, comply with or enforce said safety programs.
- 4.13. Record the progress of the Project by a daily log.
- 4.14. Monitor ongoing Project costs to verify that projected costs do not exceed approved budget and provide the District timely notice of any potential increase in costs in excess of approved budgets provided to Construction Manager.
- 4.15. Negotiate contractor's proposals and review change orders prepared by the Design Team, with the Design Team's input as needed, for approval by the District's governing board. Coordinate with Contractor(s) and Design Team to provide District change order documentation in standard District format. Assist District to prepare reports for the District's governing board on change orders and the status of all Project contingency funds.

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- 4.16. Maintain a change order log for the Project and implement procedures to expedite processing of change orders.
- 4.17. Implement procedures for issues identification and resolution of actual or potential claims of construction contractor(s) and take actions to mitigate all claims against the District and attempt to eliminate and/or settle all claims.
- 4.18. Assist District in selecting and retaining special consultants including, without limitation, project inspectors, hazardous materials consultants, geotechnical engineers, surveyors, and testing laboratories, and coordinate their services.
- 4.19. Assist District in review and approval of uses of any Project contingency fund.
- 4.20. In conjunction with the Inspector and the Design Team, monitor work of the construction contractor(s) to determine that the work is being performed in accordance with the requirements of the Construction Documents and all DSA requirements. As appropriate, with assistance from the Design Team and the Inspector, make recommendations to District regarding special inspection or testing of work that is not in accordance with the provisions of the construction Contract Documents.
- 4.21. To protect District against defects in the work of the construction contractor(s), Construction Manager shall establish and implement a quality control program to monitor the quality and workmanship of construction for conformity with:
 - 4.21.1. Accepted industry standards;
 - 4.21.2. Applicable laws, rules, or ordinances; and
 - 4.21.3. The design documents and Contract Documents;
- 4.22. Where the work of a Construction contractor does not conform as set forth above, Construction Manager shall, with the input of the Design Team:
 - 4.22.1. Notify the District of any non-conforming work observed by the Construction Manager;
 - 4.22.2. Reject the non-conforming work; and
 - 4.22.3. Take any and all action(s) necessary to compel the construction contractor(s) to correct the work.
- 4.23. Maintain logs of requests for information ("RFI") from construction contractor(s), based on information obtained from the Design Team.
- 4.24. Establish and implement procedures, in collaboration with the District and the Design Team, for expediting the processing and approval of shop drawings, product data, samples, and other submittals for each contract. Receive and transmit all submittals from the Construction contractor(s) to the Design Team for review and approval. Maintain submittal and shop drawing logs.
- 4.25. Record the progress of work at the Project. When present, prepare daily

reports for the Project containing a record of weather, construction contractor(s) present and their number of workers, work accomplished, problems encountered, and other relevant data.

- 4.26. Prepare and distribute monthly project status reports for the Project, including updates on project activities, progress of work, outstanding issues, potential problems, schedule, status of RFIs, change orders, and submittals.
- 4.27. Maintain at the Project site and, if necessary at the District Facilities office, a current copy of all approved documents, drawings, specifications, addenda, change orders and other modifications, and drawings marked by the construction contractor(s) to record all changes made during construction. These shall include shop drawings, product data, samples, submittals, applicable handbooks, maintenance and operating manuals and instructions, and other related documents and revisions which are relevant to the contract work. Maintain records of principal building layout lines, elevations of the bottom of footings, floor levels, and key site elevations as provided by the construction contractor(s). At the completion of the Project, deliver all such records to District. Construction contractor(s) and the Design Team share responsibility to prepare "Record Drawings" and "As-Built" documents.

5. PROJECT COMPLETION

- 5.1. The Construction Manager shall observe, with District's maintenance personnel, the construction contractor's check-outs of utilities, operational systems and equipment, and start-up and testing. The Construction Manager shall maintain records of start-up and testing as provided by the construction contractor(s), ensure District of compliance with applicable provisions of the contract(s), that all work has been performed and accepted, and that all systems are complete and operative.
- 5.2. At the punch list phase of the Project or designated portions thereof, the Construction Manager shall, in consultation with the Architect(s), the Design Team and Inspector, ensure the preparation of a list of incomplete or unsatisfactory work or work which does not conform to the requirements of the contract documents ("punch list work") and a schedule for the completion of the punch list work. The Construction Manager shall provide this list to the construction contractor(s). The Construction Manager shall coordinate construction contractors' performance and completion of punch list work. The Construction Manager shall review the completed punch list work with the District, the Architect(s), the Design Team and Inspector. The Construction Manager shall ensure, with input from these entities that the completed punch list work complies with applicable provisions of the Construction contract.
- 5.3. The Construction Manager shall determine, with the District, the Architect(s), the Design Team and Inspector, when the Project or designated portions thereof are complete.

- 5.4. The Construction Manager shall conduct, with the District, the Architect(s), the Design Team and Inspector, final inspections of the Project or designated portions thereof. The Construction Manager shall notify District of final completion.
- 5.5. The Construction Manager shall consult with the District, the Architect(s), the Design Team and Inspector and shall determine when the Project and the contractor's work are finally completed. The Construction Manager shall assist with the issuance of a Certificate of Final Completion, and shall provide to the District a written recommendation regarding payment to the contractors.

6. FINAL DOCUMENTS

- 6.1. The Construction Manager shall review, monitor and approve all as built drawings, maintenance and operations manuals, warranty/guarantee certificates, and other closeout documents to be sure all required documents meeting contract requirements are provided, and shall secure and transmit to the District those documents and all required guarantees, keys, manuals, record drawings, and dally logs. The Construction Manager shall also forward all documents and plans to the District upon completion of the project and ensure all such plans and documents are well organized for any appropriate audit or review of the Project.
- 6.2. The Construction Manager shall use its best efforts and all due diligence to ensure all Project participants provide all required closeout documents and information on a timely basis and to not cause a delay in Project completion or DSA's approval of the Project."

7. WARRANTY

The Construction Manager shall implement a Warranty Inspection and Warranty Work procedure that all contractors are to follow. The procedure shall include a twelve (12) month call back period and a final warranty inspection eleven (11) months after Project completion to inspect the Project and identify any outstanding warranty work.

8. AUDIT

Construction Manager shall establish and maintain books, records, and systems of account, in accordance with generally accepted accounting principles, reflecting all business operations of Construction Manager transacted under this Agreement. Construction Manager shall retain these books, records, and systems of account during the Term of this Agreement and for five (5) years thereafter. Pursuant to Government Code Section 8546.7, this Agreement shall be subject to examination and audit of the State Auditor as specified in the code. Construction Manager shall permit the District, its agent, other representatives, or an independent auditor to audit, examine, and make excerpts, copies, and transcripts from all books and records, and to make audit(s) of all billing statements, invoices, records, and other data related to the Services covered by this Agreement. Audit(s) may be performed at any time, provided that the District shall give reasonable prior notice to Construction Manager and shall conduct audit(s) during Construction Manager's normal business hours, unless Construction Manager otherwise consents.

EXHIBIT A

OAKLAND UNIFIED SCHOOL DISTRICT

CONSTRUCTION MANAGEMENT SERVICES
MEASURE J BOND PROGRAM

AUGUST 18, 2016



CUMMING
Building Value Through Expertise

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SECTION ONE COVER LETTER

August 18, 2016

Oakland Unified School District
Tadashi Nakadegawa, Facilities Director
955 High Street
Oakland, CA 92601



475 Sansome Street, Suite 520
San Francisco, CA 94111
(415) 748-3080 phone
www.ccorpusa.com

RE: RFP for Construction Management Services for Measure J Bond Program

Cumming Construction Management, Inc. (Cumming) is pleased to submit this proposal for construction management services for Oakland Unified School District (the District) and acknowledge receipt of Addendum No. 1 dated June 29, 2016 and Addendum No. 2 dated August 4, 2016. Cumming and Hattin Construction Management, Inc. (HCM), have joined together to offer the District a comprehensive, complete range of services and unmatched professional experience to meet your Construction Management goals. HCM is a SLRBE and will be providing a minimum of 50% of the construction management services. We bring superb educational facility program management expertise, local knowledge, local bond management expertise, state-of-the-art management tools, and strong relationships with the Division of the State Architect (DSA), the Department of Education (CDE), and the Office of Public School Construction (OPSC).

Cumming, a privately-held company founded in 1996, has successfully provided project, and construction management services for numerous education programs throughout California and nationwide. We are considered a premier provider of construction management services and have been ranked on Engineering News-Record's list of the Top 40 Construction Management-For-Fee firms in the United States for eight years in a row. Among firms that provide only owner's representative services, we rank in the top five.

HCM is a small Oakland business enterprise construction management firm specializing in construction management, cost estimating, scheduling, and inspection services. The firm was founded in May 2012 by Roosevelt Hattin, a registered Professional Engineer and Certified Construction Manager by Construction Manager Association of America (CMAA). Mr. Hattin brings over 30 years of construction industry experience.

Cumming and HCM have worked together on numerous previous projects, and we share the same service philosophy, tools, and commitment to excellence. For your projects, Cumming will provide overall team direction and cost management services, along with as-needed additional resources such as scheduling, auditing, and more. Our HCM team members will provide full construction management services.

Cumming is not a design or construction firm. We are a firm that specializes in all aspects of project and construction management services, including cost management and estimating, scheduling, and more. Cumming is the largest cost management firm in the state, giving us an unparalleled mastery of budgets and costs, and we pride ourselves on our high level of repeat business, particularly within the education sector.

We focus only on the market sectors and regions that we can fully support and in which we are experienced and successful. Our education portfolio alone accounts for more than \$15 billion in construction, and covers every delivery method in use today. With this experience as our foundation, we bring state-of-the-art management tools, and a complete understanding of compliance with all applicable laws, guidelines, and requirements. Equipped with a keen understanding of the unique challenges faced by project owners, designers, and contractors in this sector, we focus on bringing success to our clients' projects as early in the process as possible, and deliver an end result that maximizes value and minimizes risk. Furthermore, Cumming has an impeccable record of delivering educational project on time and within budget. In fact, over the past 10 years, 99% of our educational assignments have finished on or ahead of schedule and within or under budget.

Nearly all of our education sector experience has been completed in the State of California, giving us an unmatched level of experience here in the state. We have worked on more than 2,000 K-12 projects and more than 700 public and private college and university projects. Our professionals have developed strong working relationships with governing and regulatory agencies such as CDE (California Department of Education), DSA (Department of State Architect), OPSC (Office of Public School Construction), and the California EPA DTSC (Department of Toxic Substances Control).

Cumming has provided management services throughout the greater San Francisco Bay Area for over a dozen years and we are very well acquainted with local contractors, consultants and designers in the area. Our recent Bay Area school district experience includes Hayward Unified School District, San Jose Unified School District, South San Francisco Unified School District, and Palo Alto Unified School District. Recent Bay Area higher education experience includes University of California, Berkeley; University of California, San Francisco; San Mateo Community College District; College of Marin; West Valley College; and California State University Maritime Academy.

The Cumming / HCM team brings extensive knowledge of scheduling, construction practices and estimating to ensure the success of our clients' projects. We support our clients' interests on a project as their representative and as a supplement to the district's staff. As such, we ensure that all communications flow smoothly so that information is clearly directed to the appropriate parties facilitating efficient decision making. Our team has substantial experience providing program and construction management services for every currently used delivery method including lease leaseback, design build, multiple prime, and traditional design bid build. We have managed construction programs from concept to close out and currently provide management services on thousands of individual construction projects.

After reviewing our enclosed proposal and qualifications, if you have any questions or concerns, please don't hesitate to contact me.

Sincerely yours,



John Olsson, Sr. Director — Cumming
Phone: 408-540-4708 / Email: jolsson@ccorpusa.com

SECTION TWO FIRM INFORMATION

Provide a brief history of your firm, and, if a joint venture, of each participating firm. Identify legal form, ownership, and senior officials of company(ies). Describe number of years in business and types of business conducted. Identify proportion of program and construction management of overall business, and of K-12 school projects of overall business.

CUMMING

Cumming is a full-service management consultancy specializing in project and construction management, cost management and estimating, dispute resolution and avoidance, contract auditing, and scheduling. Established in 1996 as an LLC, Cumming incorporated on March 5, 2007, and has grown into a nationally ranked firm employing approximately 450 staff members. We are now in our 20th year of business.

Cumming has been providing comprehensive project and construction management services—including pre-construction services such as budgeting and cost estimating—for California education clients since our founding. During this time, we have worked for more than 1,000 K-12 projects, as well as more than 600 public and private college and university projects. Nearly all of this work has been completed in the State of California, giving us an unmatched level of experience here in the State. Collectively, our education portfolio accounts for more than \$15 billion in construction. A listing of our relevant California K-12 experience is included in the following pages as requested.

Cumming is a privately held firm founded by Finlay Cumming, who is also our CEO. Our staff is comprised of project, and construction managers; cost managers and estimators; schedulers; a variety of legal specialists who provide services including audits, claims avoidance and analysis, and expert testimony; and others, including BIM specialists, an in-house economist, and marketing and administration personnel.

Cumming's senior officials are as follows:

Finlay Cumming, Chief Executive Officer
Mike Jensen, Chief Operating Officer
Brian Ruttencutter, Chief Financial Officer

HCM

As a small business enterprise construction management firm headquartered in Oakland, HCM is a private California corporation. HCM was founded in May 2012 by Roosevelt Hattin who is President and sole owner. As a registered Professional Engineer and Certified Construction Manager, Mr. Hattin brings over 30 years of construction industry experience. The firm provides 100 percent Program/Project and Construction Management services as an Agent Construction Manager with about 25 percent of the business from K-12 schools.

Identify each K-12 school project performed by your firm(s) in the past 5 years, including: Name of project and district; Contact person and telephone number at district; Firm person in charge of each project; Dollar value of each project.



WEST CONTRA COSTA UNIFIED SCHOOL DISTRICT, PROPOSITION — RICHMOND, CA

Firm person in charge of each project: Christine Marez (Cumming)

Dollar Value: \$1.4M

Type of Project: Proposition 39 Energy Expenditure Planning and Design Services

Date Services Performed: October 2014-December 2018

Contact: Julio Arroyo, Energy Conservation Program Manager (Phone: 510-529-8837)

Description of Services: Cumming provided

Proposition 39 program management and energy engineering services, including benchmarking; performance ASHRAE level 1 and 2 Energy audits; identification and presentation of energy efficiency measures; and submission of Proposition 39 annual energy expenditure plan to the CEC. Projects included Installation/Retrofit of HVAC equipment and system upgrades; lighting retrofit design, energy system controls; programmable thermostats; and energy management system (EMS).



PAJARO VALLEY UNIFIED SCHOOL DISTRICT, MEASURE L BOND PROGRAM — WATSONVILLE, CA

Firm person in charge of each project: John Olsson (Cumming), Mark Forsythe (Cumming)

Dollar Value: \$42M

Type of Project: Modernizations of Multiple Campuses

Dates Services Performed: January 2014-September 2014

Contact: Brett McFadden, Chief Business Officer (Phone: 831-786-2140)

Scope of Program: 48 projects, 14 campuses; \$42M

Description of Services: Cumming's projects included technology upgrades to the IT infrastructure and IT rooms on multiple campuses; as well as courtyards, repairs, sewer line / irrigation elements, and more. Cumming's responsibilities for the program included design management from inception through construction and closeout; schedule management; cost and budget management; value engineering; constructability review; project controls for all aspects of the design and construction management phases; site and stakeholder communication and coordination; community outreach; construction phase management; construction and financial close-out phase management; furnishing, fixture, and equipment move-in and occupancy phase management; stakeholder training and acceptance; and DSA certification.



GLENDALE USD MEASURE S BOND PROGRAM – GLENDALE, CA

Firm person in charge of each project: Anthony Sanchez (Cumming)
Dollar Value: \$270M program plus matching state funds
Type of Project: Modernization and New Construction Bond Program
Dates Services Performed: 2011- Present
Contact: Eva Lueck, Chief Business and Financial Officer (Phone: 818-241-3111)
Scope of Program: 30+ school sites
Description of Services: Cumming is currently

providing program management services and was recently selected to provide construction management services for six of the 10 District Overcrowded Relief Grant (ORG) projects. Overall services performed include: program management, project/construction management, master planning support programming and assessments, program controls, ADA transition planning, educational specifications, sustainability/LEED/CHPS and Proposition 39 consulting including ASHRAE audits, information technology consulting, value engineering, schedule management, constructability reviews, cost management and estimating. Cumming assisted the District in creating a comprehensive needs assessment which involved the creation of templates and reporting standards utilized by three architectural firms at more than 30 school sites. Cumming has also provided the services or managed the contracting in the areas of ADA accessibility, energy efficiency, technology, education specifications. Cumming developed the District's Design Guidelines, Monthly Reporting Template, and Policies and Procedures including Construction Administration forms. Cumming helped the program successfully budget the planned construction of the College View replacement campus. Individual projects include:

- **Lab College Services Building** – Cumming provided preconstruction services including estimating, scheduling, and constructability review, and construction management services for this \$35M building completed in late 2015.
- **College View School** – This new \$20M+, two-story, 54,000 sq. ft. special needs classroom and administration facility replaces a current facility never modernized under previous bond programs. A District top priority project.



LOS ANGELES UNIFIED SCHOOL DISTRICT, MULTIPLE BOND PROGRAMS, 100+ SITES – LOS ANGELES, CA

Firm person in charge of each project: Anthony Sanchez (Cumming)
Dollar Value: \$28B bond program
Contact: Steve Boehm, Director, Specialized Programs (Phone: 213-241-7557)
Dates Services Performed: 1997 - ongoing
Description of Services: Cumming has managed more than \$5B in construction of the Los Angeles USD's \$28B bond program since 1997. With over 60 full-time personnel assigned to the new and

existing construction programs during the peak of construction, and over 50% of our staff in key program roles, Cumming provided design management, school occupancy transition, estimating, real estate, program management, project management, construction management, facilities technology, contracts, and grants and funding. Cumming's senior staff members were highly recognized by LAUSD, receiving the Chief Facilities Executive Award for excellence along with personal letters of commendation by LAUSD School Superintendent

Ray Cortinez. Cumming also provided construction management services for a number of projects including: 29 modular classroom additions ranging from \$2-4M; 20 traditional classroom additions and underground parking structures ranging from \$3-8M; 10 new school campuses including early education centers, elementary/middle/high schools, and underground parking structures ranging from \$30-170M; 15 playground and parking structure expansions up to \$3M; 27 kindergarten expansion projects from \$1-2M; and many more. In addition to a staff augmentation role, Cumming was selected among 40 firms as an Agency CM to oversee 25% of projects released in 2009 valued at over \$100M, including a new \$59M senior high school, \$22M elementary school, and \$24M education center.



**SAN FRANCISCO UNIFIED SCHOOL DISTRICT
MODERNIZATION PROGRAM — SAN FRANCISCO,
CA**

Firm person in charge of each project: Roosevelt Hattin (HCM)

Dollar Value: \$28B bond program

Contact: David Goldin, Chief Facilities Officer (Phone: 415-241-4308)

Role: Program Management, Project Management, Construction Management, Cost Management, ADA Consulting

Description of Services: HCM provided program and project management services for 11 elementary,

middle, and high schools in the Group 2 Program. Two projects involve new construction: Tenderloin Community School and the year-round Argonne Elementary School; the others are modernization/renovation and/or major addition projects. The HCM team prepared a Program / Construction Management Plan; coordinated the work of the architects and with DSA for plan review; reviewed the project scope of work against the budget; prepared the master schedule and monitored the CPM schedule; coordinated special testing and DSA inspectors; provided contract administration, construction monitoring, cost estimating and negotiating of change orders and constructability reviews. Projects included:

- Argonne Elementary School - \$8.5M (demolition and new construction)
- West Portal Elementary School - \$771K (renovation)
- Gloria R. Davis Academic Middle School - \$7M (addition / conversion)
- Leonard Flynn Elementary School - \$2M (renovation)
- Tenderloin Community School - \$20M (demolition of parking lot and new construction)
- West Portal Elementary School - \$771K (renovation)



**WEST CONTRA COSTA UNIFIED SCHOOL
DISTRICT, MEASURES D, J AND M BOND
PROGRAM — RICHMOND, CA**

Firm person in charge of each project: Roosevelt Hattin (HCM)

Dollar Value: \$380M (Measure D), \$400M (Measure J), \$324M (Measure M)

Contact: Charles Ramsey, former School Board President (Phone: 510-986-0455)

Description of Services: New construction and modernization program for elementary and secondary schools throughout the District funded by Bond Measures D, J & M. The scope of work covers a broad

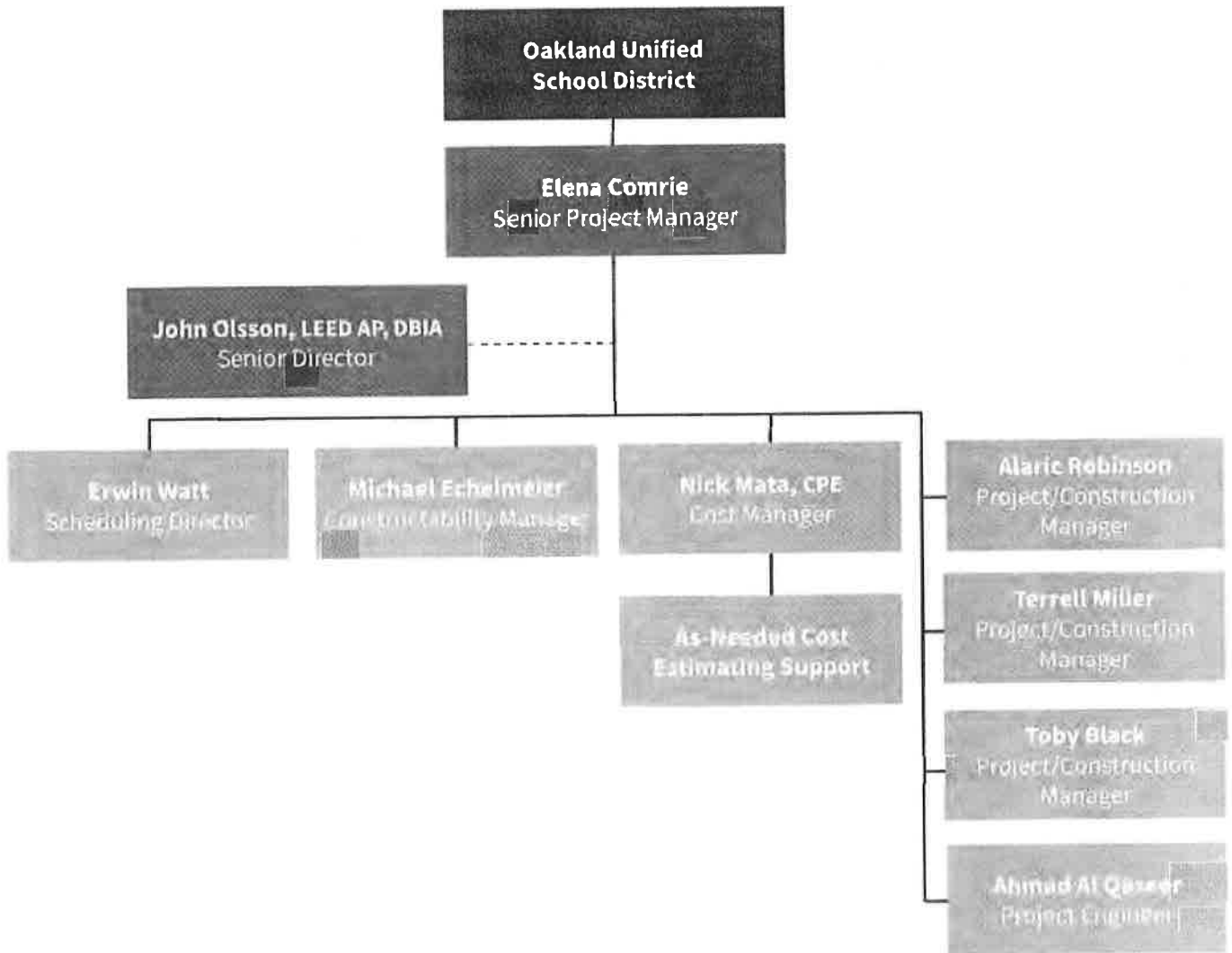
spectrum from complete demolition and rebuild of an existing high school, new construction of a middle school and modernization and upgrading of existing classrooms and gymnasium facilities. Projects that our team members worked on included:

- El Cerrito High School - \$95M (demolition and new construction)
- Portola Middle School - \$33M (modernization)
- Walter Helms Middle School - \$51M (new construction)
- Pinole Middle School - \$36M (modernization)
- Downer Elementary School - \$22M (total reconstruction of existing facility)
- DeAnza High School - \$130M (total reconstruction of existing facility)
- Kennedy High School - \$8M (modernization)
- Ford Elementary School - \$25M (new construction)
- Dover Elementary School - \$20M (modernization)
- King Elementary School - \$25M (modernization)

List all litigation arising from any K-12 school project on which your firm(s) provided program or project/construction management services in the past 5 years. State the issues in litigation, the status of litigation, names of parties, and outcome.

Cumming has not been involved in any claims in the State of California over the past five (5) years.

SECTION THREE PROPOSED PROJECT TEAM



Cumming will provide overall team direction and construction management services, along with as-needed additional resources such as estimating, scheduling, auditing, and more. Our HCM team members will provide full project management services.

Our team will be led by Elena Comrie, who is a licensed contractor in the State of California. With our depth of resources coupled with our recruiting, retention, and training processes and policies, we are confident that we can provide the high quality of services expected under this contract. Our team is comprised of the following professionals whose resumes appear on the following pages:

- John Olsson, LEED AP, DBIA – Senior Director (Cumming)
- Elena Comrie – Senior Project Manager (Cumming)
- Erwin Watt – Scheduling Director (Cumming)
- Michael Echelmeier – Constructability Manager (Cumming)
- Nick Mata, CPE – Cost Manager (Cumming)
- Alaric Robinson – Project/Construction Manager (HCM)
- Terrell Miller – Project/Construction Manager (HCM)
- Toby Black – Project/Construction Manager (HCM)
- Ahmad Al Qaseer – Project Engineer (HCM)

JOHN OLSSON, LEED AP, DBIA (CUMMING) SENIOR DIRECTOR

EDUCATION

Bachelor of Science, Construction Management, California Polytechnic State University, San Luis Obispo

CERTIFICATIONS / AFFILIATIONS

LEED® Accredited Professional
California General Building Contractor (B407635)
Arizona General Building Contractor (ROC243517)
Design-Build Institute of America

John has over 35 years of extensive commercial construction experience that includes over 20 years in the K-12 market on a wide variety of challenging programs. He is an experienced leader with the ability to successfully coordinate efforts of diverse CM-Multiple Prime project teams. John is actively involved in the design-build process and integrated project delivery methods for projects including new construction, renovation, tenant improvements, seismic upgrades, data centers, historical renovations and energy/solar projects. He has provided services for high-level programs for clients such as Sequoia Union High School District, San Francisco Unified School District, Merced School District, Pajaro Valley Unified School District, San Mateo County Community College District, Stanford University and University of California San Francisco.

RELEVANT EXPERIENCE

Pajaro Valley Unified School District, Watsonville, CA
Program and Construction Manager for the District – Projects included technology upgrades, new facilities and modernizations to mechanical, roofing, and classroom buildings.

Sequoia Union High School District, Redwood City, CA
Construction Manager for multiple campuses and projects over eight years, which included:

- Carlmont High School, Performing Arts Theatre and New Music and Art Wing, Belmont, CA
- Carlmont High School, Science Buildings, Portables and modernizations, Belmont, CA
- Carlmont High School, New School wing, Special Education Building and Parking Lot, Belmont, CA
- Menlo-Atherton High School, multiple campus and classroom upgrades, Atherton, CA
- Sequoia High School, Historic renovation for Carrington Hall, Redwood City, CA
- Sequoia High School, New Administrative Building, New Gym, Modernizations, Utility and Site Upgrades, Redwood City, CA
- Sequoia High School, New Portable Charter School, Redwood City, CA
- Sequoia Union High School District, District Administration Building, Redwood City, CA
- Woodside High School, Performing Arts Center, Woodside, CA
- Woodside High School, Science Building and multiple modernizations, Woodside, CA

JOHN OLSSON, LEED AP, DBIA (CUMMING)

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San Mateo County Community College District, San Mateo, CA

Various projects and upgrades including Design-Build of a 1.25 Mega Watt photovoltaic facility.

Merced City School District, Merced, CA

Modernization of 11 elementary schools and a middle school campus. Projects consisted of aesthetic improvements, accessibility upgrades to restrooms, and installation of new fire alarm systems.

San Francisco Unified School District, San Francisco, CA

Modernization of four school campuses. The projects consisted of ADA upgrades, site work, interior and exterior painting, hazardous material and asbestos remediation, and installation of new fire alarm systems. Worked with different architects on each of the four projects.

University of California San Francisco, San Francisco, CA

Construction Manager / Owner's Agent for over \$300M seismic program for historical building.

ELENA COMRIE (CUMMING) SENIOR PROJECT MANAGER

EDUCATION

Master of Architecture, University of California, Berkeley

Bachelor of Architecture, Howard University

CERTIFICATIONS / AFFILIATIONS

Certified Playground Safety Inspector: National Recreation & Park Association

Certification in Project Management and Site Development Courses: McDonald's Corporation National Headquarters - Hamburger University in Oakbrook, Illinois

Elena has over 22 years of experience in project and construction management, including 12 years as the Senior Construction Manager for Peralta Community College District (PCCD) and West Contra Costa Unified School District (WCCUSD). At PCCD and WCCUSD, Elena was responsible for various school district projects and was the Design Manager for 8 site improvement and 17 kitchen school projects. With this depth of experience, she is particularly skilled in understanding the unique considerations of education projects and has successfully delivered projects from \$8.5M to \$53M. Elena was responsible for WCCUSD and PCCD realizing an average savings of 7% of project budgets to date through redesign, value-engineering, management of architect and design team, aggressive potential change order causal documentation, and change order negotiation. With a focus on her client's goals as well as her attention to detail and strong communication skills, Elena has facilitated the smooth flow of project development and delivery.

RELEVANT EXPERIENCE

Peralta Community College District (PCCD) and West Contra Costa Unified School District (WCCUSD)

- As Senior Construction Project Manager, Elena managed the ongoing PCCD Merritt Campus improvement projects, including: Renovation of the Merritt Campus Library and Learning Center (\$3.8M), Building Q Improvements (\$1.3M), Building L Electrical Substation (\$1M), Roof replacement and Building water-proofing projects, multiple cell provider equipment installations, Chill Water Infrastructure (\$4.4M). In this role, Elena simultaneously managed all ongoing PCCD Merritt Campus improvement projects while proactively analyzing the existing campus needs and programming future project scope. In addition, she was the point person for mobile carriers, designed safe means for access and layout, and coordinated installation of all mobile antenna, cell towers, and equipment on existing buildings. Ensured that equipment installation on leased rooftop space was in conformance with code and protected PCCD interests.
- Managed WCCUSD new construction of Helms Middle School Campus (\$53M) and new ground-up construction and modernization at: Verde Elementary School (\$9.5 M), Montalvin Manor Elementary School (\$8.5M), & Murphy Elementary School (\$8.5M). For these WCCUSD Measure M projects, Elena managed the only phased construction project to meet schedule and was responsible for the lowest running contingency percentage among 11 school projects.

ERWIN WATT (CUMMING) SCHEDULING DIRECTOR

EDUCATION

Post Graduate Diploma (PGDip),
Construction Management,
Caledonian University, Glasgow,
Scotland

Bachelor of Science with Honors,
Construction Management,
Caledonian University, Glasgow,
Scotland

HNC/Construction Management
and HND/Construction
Management, College of Building
and Printing, Glasgow, Scotland

SQA, City & Guilds Stonemasonry
and Advanced Craft, David Dale
College, Glasgow, Scotland

PM SOFTWARE SKILLS

Primavera Systems:

Microsoft Project

PertMaster

Sure Track

Project Planner (P3)

Project Planner (P6)

Contract Manager (Expedition)

Development Courses:

McDonald's Corporation National
Headquarters - Hamburger
University in Oakbrook, Illinois

Erwin has worked in the construction industry since 1986. He has been responsible for managing projects from conception through design, permitting and construction, and continuing through to completion and occupancy. Erwin has provided project management and scheduling services for new construction, repair, and renovation activities.

As Director, Erwin is responsible for leading the scheduling line of services on behalf of the company. He performs scheduling services, provides staff training and mentoring, and when needed, manages the development and implementation of new processes and procedures pertaining to our scheduling product. Erwin can produce independent construction schedules using Primavera scheduling software including both cost and resource loading. He also is adept at reviewing baseline schedules including periodic reviews of schedule updates produced by general contractors. His experience as a Project Manager is used to mitigate delays through recovery schedules.

Additionally, Erwin has experience tracking change orders, and modifying work schedules to address progress, scope changes, and deadline issues. He has successfully managed projects under complex conditions and within tight time constraints.

Previously for Cumming, Erwin served as a construction program manager. In this role, he managed all phases of project planning, design, construction, and closeout. Responsibilities included: assisting the client to establish design parameters, constructability reviews, construction budgets, and schedules; coordination with client for move management; conducting multiple design review meetings; analyzing contractor and subcontractor bids; processing requests for information and submittals; managing the costs, punch list, and commissioning; coordinating FF&E; coordinating OSHPD; and is responsible for final project completion reporting and reconciliation.

RELEVANT EXPERIENCE

- UC Berkeley, Art Museum Project, Berkeley, CA
- UC San Francisco, Laurel Heights Research/Admin. Building Renovation Feasibility, San Francisco, CA
- UC Santa Barbara, Davidson Library Renovation, Santa Barbara, CA
- Ladywell School, Restoration and New Build, Glasgow, Scotland
- The Village at USC Mixed-Use Housing Feasibility Study and Phase I Program, Los Angeles, CA

MICHAEL ECHELMEIER, LEED AP, DBIA (CUMMING) CONSTRUCTABILITY MANAGER

EDUCATION

Bachelor of Science, Architecture, California Polytechnic State University

CERTIFICATIONS / AFFILIATIONS

LEED Accredited Professional
AIA Associate

Design-Build Institute of America

US Green Building Council
Coalition of Adequate School
Housing (CASH)

Construction Management
Association of America (CMAA)
Lean Construction institute (LCI)

Michael's 23 years of construction and design experience encompasses significant K-12 and higher education projects. Michael has been involved in all aspects of the design-construction process, including planning, pre-design, estimating, design, scheduling, project management, construction management and constructability reviews. This experience has allowed him to obtain a complete understanding of construction methods and practices, as well as each team member's roles and responsibilities. Not only has he saved owners millions in managing construction, he has also saved them millions by managing constructability reviews.

RELEVANT EXPERIENCE

Sacramento City Unified School District, Sacramento, CA

- Project Director for various lease-leaseback projects performed during the summer months. This work was given to CUMMING very late in the year and had a very short time to complete the work of 145 projects at 77 school sites spread throughout the district. Under Michael's leadership, we successfully delivered on this objective.

Sierra College, Grass Valley, CA

- Senior project manager for a lease-leaseback renovation and new construction project at Sierra College. Responsibilities included managing the progress from the interview and selection by the client, project bidding, and negotiating contracts with subcontractors to addressing issues during the construction duration. The scope of work included both the renovation of the entire campus as well as the construction of a new fitness center and performing arts center.

Health Professions High School, Sacramento City Unified School District, Sacramento, CA

- Sr. project Manager for this \$18 million lease-leaseback project.

Lincoln Crossing Elementary School, Western Placer Unified School District, Lincoln, CA

- Sr. project Manager for this new \$25 million lease-leaseback project.

MICHAEL ECHELMEIER, LEED AP, DBIA (CUMMING)

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ADDITIONAL RELEVANT EXPERIENCE

Michael has also performed project management/ construction management and/or constructability review services for the following K-12 projects:

- Woodland Joint Unified School District, Scheduling, Architect selection, Programming
- Los Angeles Unified School District, for over 40 individual school projects including additions, new high schools, elementary schools, primary centers, and playground/parking structures.
- Antelope Valley Union High School District, Eastside High School
- Berkeley Unified School District, Jefferson Elementary School Modernization
- Chino Valley Unified School District, 7 Separate projects
- Colton Joint Unified School District, 12 Separate projects
- Duarte Unified School District, 8 Separate projects
- Emery Unified School District, Fire Sprinklers, Emery High School
- Lawndale Elementary School District, Three Separate projects
- Marysville Joint Unified School District, 6 Separate projects
- Morgan Hill Unified School District, Ann Sobrato High School
- Mount Diablo Unified School District, 42 Separate projects
- Oakland Unified School District, Cesar Chavez School
- Palo Alto Unified School District, Five Separate projects
- Pasadena Unified School District, Blair High School Chemistry/Biology Classrooms
- Reed Unified School District, Multi-Purpose Building and Library/Classroom Building Bel Aire Elementary School Back Check
- Reed Union School District, 10 Separate projects
- San Bernardino City Unified School District, 23 Separate projects
- San Diego City Schools, 33 Separate projects
- San Diego Unified School District, Mary Lanyon Fay Elementary School Proposition MM
- San Juan Unified School District, Three Separate projects
- San Leandro Unified School District. Five Separate projects
- Santa Maria Bonita School District, El Camino Junior High School
- Tahoe Truckee Unified School District, Four Separate projects
- Tamalpais Union High School District, 22 Separate projects
- West Contra Costa Unified School District, Edward M. Downer New Elementary School Measure M Bond Program Phase 1 B - Revised

NICK MATA, CPE (CUMMING) COST MANAGER

EDUCATION

Bachelor of Science, Civil Engineering, University of California, Berkeley

CERTIFICATIONS / AFFILIATIONS

Certified Professional Estimator, American Society of Professional Estimators, No. 1.4-000109-0715, 2015

Nick has more than 13 years of estimating experience within the K-12, higher education, healthcare and other markets in California. As an Associate Director for cost management, his background in research and conceptual estimating for large-scale projects is invaluable. He is also skilled in value engineering analysis, change order evaluation, and estimate reconciliation for projects across all sectors.

RELEVANT EXPERIENCE

Nick has provided cost estimating services for the following projects among many others:

- Berkeley High School, Science Building Renovations, Berkeley, CA
- Cupertino USD, Kennedy Elementary School, Cupertino, CA
- Gordon Lau Elementary School, San Francisco, CA
- Hawaii DOE, Solomon Elementary School, Honolulu, HI
- Montclair Elementary School, Oakland, CA*
- Myrtle Charter School, Redwood City, CA
- Robert Mitchell Elementary School, Peer Review, Sparks, NV
- Roosevelt Middle School, Needs Assessment, San Francisco, CA
- San Mateo-Foster City School District, Master Planning, San Mateo CA
- San Mateo-Foster City School District, Needs Assessments, San Mateo CA
- Sierra Vista Elementary School, Peer Review, Reno, NV
- Cabrillo College, Science Building Retrofit, Aptos, CA
- Loma Linda University, Steam Plant Seismic Retrofit, Loma Linda, CA
- Marin Community College District, Indian Valley Campus ADA Barrier Removal, Marin, CA
- Ohlone Community College, Academic Core Buildings Phase I, Fremont, CA
- San Francisco State University, Recreation and Wellness Center, San Francisco, CA
- San Jose City College, New Gym Indoor/Outdoor Facilities, San Jose, CA
- San Jose State University, End Zone Building, San Jose, CA
- Seattle University, New Science Building, Seattle, WA
- Stanford University Medical Center, Byers Eye Institute, Palo Alto, CA
- Stanford Hospital and Clinics at Stanford University Medical Center, New Facilities, Palo Alto, CA
- Stanford Hospital at Stanford Univ. MC, New Parking Garage, Palo Alto, CA
- UC Berkeley, Art Museum, Berkeley, CA
- UC Berkeley, Berkeley Way (WRNS Studio), Berkeley, CA

ALARIC ROBINSON (HCM) PROJECT/CONSTRUCTION MANAGER

EDUCATION

Master of Fine Arts - Mass
Communications

Bachelor of Architecture

HIGHLIGHTS

33 years of construction industry
experience

Proficient in Microsoft
applications, Timberline,
Primavera, Timeline, Microsoft
Project, and CAD Programs

Mr. Robinson has extensive practical knowledge of Construction Management, Architectural Design and building construction means and methods gained from over 33 years in the field. He has instructed construction management and design courses at the Community College and University levels. He has Strong Internet and computer skills. Proficient in MS Project, Excel, PowerPoint, Auto Cad and Word. Demonstrated excellent communication skills, with a team first approach to the essentials of project design and construction management.

He brings excellent knowledge of DSA, OSHPD, Governmental and Institutional construction management and design protocols and standards. He is familiar with Architectural design, construction specifications, standardization, construction techniques, critical path analysis, construction scheduling, bid evaluation, change order negotiations and value engineering protocols; provides our clients an efficient hands on management perspective. His comprehensive knowledge results in increased cost savings and construction scheduling efficiencies. He has managed numerous site evaluations, programming, design, and construction meetings, inspections, permit applications, planning meetings, programming sessions, and coordinated safety protocols and standards for construction sites.

RELEVANT EXPERIENCE

West Contra Costa Unified School District, Richmond, CA

Mr. Robinson provided Construction Management services for the new construction and modernization Measure D bond program for elementary and secondary schools throughout the District. He managed the construction phase of King Elementary school's \$25 million modernization and new school construction. Serving as the Owner's Representative his responsibilities include monitoring contractor's benchmark schedule and schedule of values, leading the District's Change Order negotiations, developing and maintaining construction schedule, managing the bidding process for upcoming design projects, managing the Architect's design schedule, and overseeing preparation of plans and specifications in accordance with WCCUSD district standards. He also coordinated the District's revision of its front-end documents and prepared all front end documents for capital projects, aiding and securing more cost-effective bidding by implementing a bid package quality control protocol, monitors the use of special inspectors and other professionals, and helped facilitate and coordinate the DSA submittal and approval process.

ALARIC ROBINSON (HCM)

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Laney College, Oakland, CA

Mr. Robinson served as Project Director. His responsibilities included leading the District's Change Order negotiations, Construction schedule development and maintenance and coordination of the District's revision of its front-end documents to aid in securing more cost effective bidding. He coordinated the District's bid advertisement process, leading to increased bidder participation on selected portions of the project. Led negotiations with the contractor regarding time extensions requested due to unseasonably wet weather at the initiation of the construction schedule. Aided the district in selection of special inspectors and selection of the Inspector of Record and other, as needed professional service providers. Helped facilitate and coordinate out of state special inspections required by DSA. Negotiated with DSA the project closeout of the 2 previously completed phases of the project.

Sacramento Unified School District, Sacramento, CA

Project Manager for Architectural Services. Mr. Robinson managed the construction phase of renovation of 6 Sacramento Unified School District school sites for completion in 3 months. His responsibilities also included managing the production and scheduling of school projects for Vallejo and Antioch Unified Schools. utilizing Utilized AutoCAD release 14 and Microsoft project.

ADDITIONAL EXPERIENCE

Design Manager

Managed the design and installation of Herman Miller Office furniture for a number of Fortune 500 companies located in Northern California. My responsibilities included developing and implementing cad-drafting standards. Developed and implemented a standardized billing process and procedure. Instituted a uniform punch list for closing out projects. Designed and managed the construction of over 5 million dollars in tenant improvement projects and modular furniture installation for clients such as: Silicon Graphics, Amtrak, The City of Oakland and the Golden State Warriors.

Architectural Designer

Managed the design of seven Oakland Unified School sites. Managed one draftsman and coordinated the engineering consultants, the project budget and schedule. Coordinated with the Department of The State Architect to reduce the scope of work for handicap upgrades. Represented the firm in project interviews and developed standards for AutoCAD design and production.

Architectural Designer

Managed the design of Kaiser Hospital remodels and renovations. Also worked on municipal projects in East Palo Alto, Fremont and for the University of California @ San Francisco. Worked as a draftsman, project manager, marketing representative and designer. Represented the firm in project interviews and helped set AutoCAD standards.

Architectural Designer

Managed the design and scheduling of 4 Middle School Gymnasiums for the Fresno Unified School District. As a designer and draftsman, assisted in the design and consultant coordination for projects with Kaiser Permanente, The Fresno Zoo, Fresno State University, Clovis Unified School District, Madera Unified School District, and Fresno Unified School District.

TERRELL MILLER (HCM) PROJECT/CONSTRUCTION MANAGER

EDUCATION/REGISTRATIONS

Master of Architecture, UC
Berkeley, CA

B.S. Architecture Ohio State
University

B.S. Technology, Electrical
Engineering, University of Dayton

California Architectural
Registration No. C14137

General Contractor #B1-430474

HIGHLIGHTS

36 years of architecture and
construction industry experience

Registered CA Architect # C14137

Proficient in applications such
as SSD/Job Boss, Timberline,
Primavera, Timeline, Microsoft
Project, and CAD Programs such as
Versa Cad and Autocad.

Mr. Miller is a Project Architect and Project Manager with 36 years of experience in the architectural and construction industry. He has been responsible for the management of staff, coordination of engineering consultants and programming, and has generated and negotiated fee proposals for numerous projects. His projects include educational facilities, transportation, office buildings, medical facilities, commercial, retail spaces, restaurants, country clubs and housing.

He has extensive experience in all phases of management and cost control including the formulation of project budgets, financial statements, job cost reports, variance reports and general bookkeeping. His experience also includes estimator, planner & scheduler, construction manager, contract administrator, operations manager and project manager.

He is proficient in the use of all popular computer software packages including word processing programs such as MS Word; Excel, Construction Management programs such as Expedition, scheduling programs such as P3 and Sure-trak by Prima Vera, Microsoft Project, and CAD Programs such as Architectural Desktop and Revit by Autodesk.

RELEVANT EXPERIENCE

Oakland Unified School District, Oakland, CA

Mr. Miller served as Director of Architecture. His responsibilities included the management of the Architectural Department of the District's Facilities Planning and Management Division. The primary responsibility of the Department was the Design and Construction of all Capital Improvement Projects for the District. He supervised the Architectural staff of (12); composed of (7) Project Managers, (1) Project Coordinator, (1) Inspector and (3) clerical persons. He also managed (2) two Construction Management Firms staffed by an additional (7) Project Managers. The District's Capital Improvement Program included the administration of the Leroy Greene State Modernization (49) schools with a Construction Budget of \$60,000,000, the implementation of a local General Obligation Bond - Measure "C" (a \$170,000,000 local bond program that addressed facility repair and improvement projects), the implementation of another local General Obligation Bond of \$2,000,000, Measure "I", directed towards the upgrade of Middle & High School auditoriums, and other public spaces to meet current Handicapped Codes and the implementation of a District wide ADA Survey and Transition Plan.

TERRELL MILLER (HCM)

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San Ramon Valley Unified School District, Danville, CA

Mr. Miller served as Director of Facilities Development. His duties consist of managing the District's Capital Improvement Program which includes a \$260,000,000 local bond and the construction of (6) six Developer Built schools. His duties also included the development of the District's Facilities Master Plan and Needs Analysis for (28) twenty eight school sites used to substantiate the new Bond. Mr. Miller also managed new construction and modernization projects, monitoring the projects during construction in accordance with District guidelines. He supervised (11) eleven staff members consisting of project managers, construction coordinators, construction technicians and support staff. His duties further included the development of budgets for the facilities management and planning function, analysis and review of budgetary and financial data, and the administration of expenditures of capital facilities funds.

Inglewood Unified School District, Inglewood, CA

Mr. Miller served as Director of Facilities, Maintenance, Operations and Transportation. His responsibilities consisted of managing the District's Capital Improvement Program funded by a \$130,000,000 local Bond, "Measure K", State Modernization Funding of \$13,000,000 and State Growth Funding of \$25,000,000. The Program included Master Planning for the District's 18 school sites, administrative offices, the design and construction of major Enhancement and Modernization projects, new classroom buildings and support facilities, site acquisition and the expansion of school sites. The program required the establishment of a new Facilities Management Department and formation of the Project Team, responsible for the Design, Bidding and Construction of Capital Improvement Projects. He managed the Project Team consisting of (5) five Architectural firms, a Project/Program Management firm, a Construction Management Firm, a Facilities Planning Firm and a Financial Oversight firm. District staff consisted of a Planner, a Financial Analyst, a Document Control Coordinator and two Staff Persons.

Mr. Miller also managed the Maintenance, Custodial Operations and Transportation Departments. The Maintenance Department, managed also by a Manager and Field Coordinator, consisted of approximately (30) thirty staff personnel with a total budget of \$5,500,000 and a Deferred Maintenance Budget of \$2,500,000. He managed the Custodians although they also reported to the School Principals. The Transportation Department consisted of a dispatcher and (6) six Bus Drivers.

ADDITIONAL EXPERIENCE**Miller Simmons Design Group, Architects, Oakland, CA**

Principal Project Architect and Project Manager. Responsibilities included management of staff employees, coordination of engineering consultants and programming. For numerous projects he has generated and negotiated fee proposals, interfaced with government agencies, obtained Office of Statewide Health Planning approvals, managed the production of construction documents, written specifications and administered contract documents throughout the construction phase.

Miller & Associates, Oakland, CA

He was the previous founder principal of Miller & Associates. An architect and contractor with a broad and varied background in architecture and construction management. He has extensive experience managing the construction of major health care facilities, reconstruction of historic university buildings, research facilities, medical office building, commercial office buildings, retail spaces, restaurants, country clubs and custom residences.

TOBY BLACK (HCM)

PROJECT/CONSTRUCTION MANAGER

EDUCATION

Associate of Arts Architecture,
Diablo Valley College Pleasant Hill,
CA

HIGHLIGHTS

17 years of construction industry
experience

Extensive project management
experience

Proficient in contract management
software and Primavera 6

Mr. Black is a project management professional with 17 years of experience in the construction and architecture industries where he played a key role in the success of a variety of education, government, specialty retail, gaming establishments, healthcare, hospitality, and restaurant clientele.

He has been using contract management software for several years and is highly proficient with Primavera P6. He has built and managed successful teams of multi-disciplined players and utilized their individual expertise to promote the success of projects ranging from \$500k-\$60 million in construction costs. He has reduced expenses and saved valuable time by establishing standards and streamlining processes in order to maintain tight project schedules and budgets.

RELEVANT EXPERIENCE

Fremont Unified School District, Fremont, CA

Mr. Black provided design management, construction management and contract management services for the district wide technology infrastructure and network upgrades for all elementary schools, high schools, and middle schools, 40 school campuses in total. Project budgets ranged from \$500,000 to \$2 million with an overall total cost of \$22.5 million. Working closely with the Chief Technology Officer and his network team he created the technical specification as well as installation and testing procedures to be used on all future building projects throughout the school district to ensure and maintain consistency of construction and the installation of equipment. Other notable projects include shade structures, site lighting, and hazardous abatement.

West Contra Costa Unified School District (WCCUSD), Richmond, CA

Mr. Black provided construction management and contract management services for projects ranging in size from \$30,000 to \$6.1 million in construction costs at the WCCUSD. Project types included but not limited to: fire alarm, security infrastructure and restroom modernizations, city park restoration, the demolition of a 6.3 acre middle school campus consisting of 4 buildings ranging in size from a single story 6,000 sq. ft. building to a 3 story 74,000 sq. ft. building, and the construction of an 8.1 acre sports field with amenities. Services provided ranged from predesign and constructability review to preconstruction through project completion and closeout.

TOBY BLACK (HCM)

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Caltrans, San Francisco, CA

As a consultant, Mr. Black designed the electrical systems for the new Caltrans office at Crissy Fields within the Presidio Trust. While the reconstruction of the new 19th Avenue from the Golden Gate Bridge along the northwestern shore of the San Francisco Bay was underway, Cal Trans needed to have a local office of operations. They were moving into an existing historical building and renovating it to meet their needs. Mr. Black was hired to design a new electrical system that did not impose on the historic nature of the building while meeting the needs of Caltrans.

ADDITIONAL EXPERIENCE

- Sacramento City Unified School District
- Mount Diablo Unified School District
- University of Las Vegas
- HMS Host
- Apple Computer
- Starbucks
- Wydown Hotel

AHMAD AL QASEER (HCM) PROJECT ENGINEER

EDUCATION

MBA - Project Management

Bachelor's Degree, Economic and Business Administration

HIGHLIGHTS

Professional Certificate in Estimating Management - San Diego State University, CA

CA Certified Small & Medium Enterprises (SMEs)

Competent Communication, and Negotiation Skills

Managing Conflict Power through Influence Certificate

AFFILIATIONS

Member in Project Management Institute (PMI), and the Outsourcing Institute

Ahmad Al Qaseer brings over 18 years of construction industry and finance project management experience. He has an MBA in Project Management, a degree in Economic and Business Administration, and holds a certificate in Estimating Management.

His skills include hands on experience in Visio and MS Project, Timberline Sage, Primavera, EVAM, QPR. He is proficient in Microsoft software (Excel, Word, Access and Power Point); advanced use of Excel and excel-based modeling.

RELEVANT EXPERIENCE

Southern California Telecom Inc., CA

As Project Manager, Mr. Al Qaseer's responsibilities included:

- Create and execute project work plans and cost models.
- Review deliverables prepared by team and facilitate delivery to clients
- Assign resources, ensure project documents are complete and follows up with clients.
- Manage invoicing and account receivables.
- Analyze project profitability, revenue, margins, bill rates and utilization.

St. Francis Electric, CA

As Sr. Project Manager, Mr. Al Qaseer's responsibilities included:

- Cost Monitoring and controlling, estimating, scheduling, purchasing.
- Scopes of work and project schedules - Financial, Operation and Process performance evaluation.
- Process submittals and RFI's, monthly billings.
- Subcontractor coordination.
- Drafting work schedules.
- Proactively monitor project progress against key milestones and weekly reports.

Road & Transport Authority (RTA), Local Gov. - Dubai, United Arab Emirates

Sr. Project Manager (Outsourcing, Public Private Partnership & JV)/ Sr. Project Manager (Contracts Evaluation). Mr. Al Qaseer's responsibilities included:

- Develop and manage Project lifecycle, initiation, project management execution activities, plans, scope, cost management, change management, risk management communication management, monitoring and controlling, quality and resources management.

AHMAD AL QASSER (HCM)

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- Developing, maintaining the recurring Investment Master Plan for multiple corporate assets areas and investment opportunities (gap analysis).
- Develop investment & commercial operational plan and feasibility analysis for all created commercial initiatives to meet RTA's strategic objectives.
- Develop plans, reports, and presentations for Enterprise Risk Management (ERM).
- Presents management reports that will track progress of outstanding projects strategic, Process and operational key performance indicators (KPIs).
- Develop and monitor outsourcing strategic plan of all Non-Core services and functions and Public-Private Partnership (PPP) of privatization program.
- Manage and monitor all implementation stages of outsourcing processes and deliverables of Cost Benefit Analysis (CBA), financial model (CAPEX & OPEX savings), Request for Proposal (RFP), Outsourcing Business Case, vendor selection, bid analysis, SLAs evaluation, Outsourcing contract's maintenance or restructuring, change orders management and transition plan.

Business Performance Assessment Dept. Emirates Transports, Federal Gov. - Dubai, United Arab Emirates Jordan Investment Board (JIB) – Amman, Jordan: As head of One Stop Service and Facilitation & Joint Ventures Departments, his responsibilities included:

As Director, Mr. Al Qaseer's responsibilities included:

- Identify process improvement opportunities to standardize processes across business units.
- Align management of ET's strategic objectives effectiveness by examining the financial ratios and KPIs of its operating, financing, corporate governance and investing performance.
- Develop financial plan for both Commercial Business Centers and Growth opportunities of strategic Investment plan.
- Preparation of annual budgets and long-term financial forecasts for ET including capital projects / Investment, operating expenses and CAPEX, income statements, balance sheets and cash flow statements.
- Conducts periodic reviews of achievements and performance versus strategic plans and Budget.
- Develop Methodologies, polices and processes KPIs of Business Evaluation & New Business Launch.
- Monitoring and evaluating market growth and competitors to increase and maintain market share by developing new business opportunities, improve existing services and customer satisfaction.
- Evaluating the efficiency of commercial contracts and creates all preventive actions.
- Identify core component of a strategy execution and performance management by using Balance Scorecard tools.
- Drafting RFP, plan and strategy for acquisition & Joint Venture projects and Co-ordinate the due diligence process.

Jordan Investment Board (JIB) – Amman, Jordan

As head of One Stop Service and Facilitation & Joint Ventures Departments, his responsibilities included:

- Facilitate the registration of projects according to the company's policies.
- Develop and manage all the Methodologies, polices, tools and process of OSS.
- Issuing preliminary licensing approvals for the start-up of projects. During the consolidated committee.
- Simplify procedures where services will be evaluated within one month in order to improve and provide further facilitation.
- Provides after-care services in order to ensure investor satisfaction in a continuous effort.

SECTION FOUR PROPOSED METHODOLOGY AND CAPABILITIES

Describe the firm's technical capabilities for scheduling, budgeting, cost estimating, document control, and public information websites. Provide recent examples of reports for each category.

Below we've provided descriptions of our firms' technical capabilities for scheduling, budgeting, cost estimating, document control, and public information websites. Recent examples of reports for each of these categories are included in this section as well.

TECHNICAL CAPABILITIES

The delivery of each project on-budget, on-schedule, and on-quality is our primary goal for every client. This means much more than administering a project through weekly site visits, attending meetings, and taking notes. HCM's project managers proactively lead, challenge, motivate and direct the team to generate superb results that save money and time, mitigate risk, and achieve your delivery goals. We will be advocates for the District and will take great pride and ownership in everything we do. We are pro-active leaders and ensure that the documents used to manage the process are clearly incorporated in the contracts with consultants and the contracting community. Setting expectations upfront and early is a key to a project's success.

Cumming utilizes a variety of Data Management Systems (DMS), Management Information Systems (MIS) and Building Information Modeling (BIM) tools that are designed to meet a particular client's specific needs and expectations. These management systems and tools are capable of tracking multiple projects and programs with regard to schedule, cost, quality, and general information for multiple users—either connected within a hard-wired network or through a web-based Internet application utilizing cloud technology. We have built some of these systems in-house and have opted to use industry standard systems as well.

The DMS/MIS systems used by Cumming are comprised of both industry-leading project management and business application software including Meridian's Prolog and Proliance applications, and Oracle's Primavera Contract Management CM13 and P3 or P6 products. We also use in-house programs such as cmWare, our estimating templates, our intranet, and a proprietary Design Management Portal. Our flexibility in the use of these informational systems allows complete agility to interface with and meet our clients' requirements.

SCHEDULING

Cumming is skilled in all aspects of scheduling. Our experts are capable of conducting cursory schedule reviews, preparing and updating master program and detailed project schedules, as well as as-built schedules for forensic analysis purposes. This expertise is described in further detail below.

Schedule Analysis

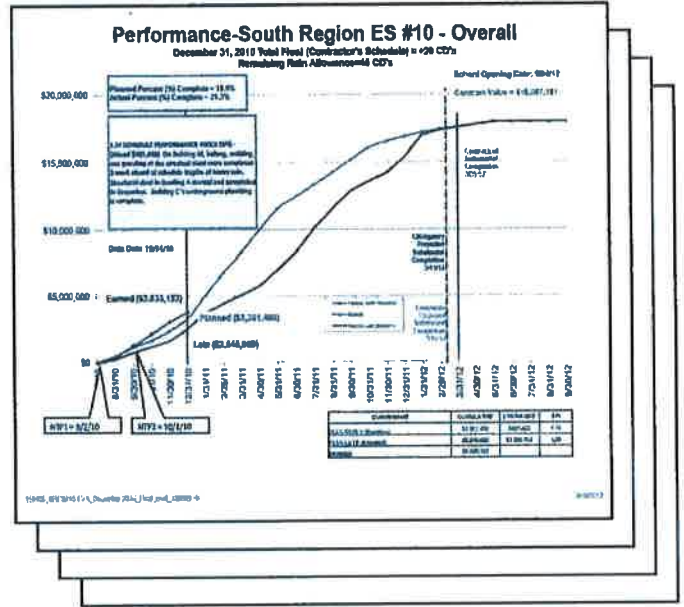
The underlying foundation of schedule management rests on the Critical Path Method (CPM) schedule. Our team has built thousands of CPM schedules and understands how they can be manipulated by the underlying adjustments to floats, leads and lags, duration adjustments, alterations in logic, and constraints.

We are experts in schedule management and forensic schedule analysis. We have declared experts in construction schedule delay and we provide this analysis on a daily basis as a part of our litigation support services. We define and represent delays and disruptions in schedules and reflect what

the impacts are and how they can be mitigated. We are well versed in seeing and exposing delays, disruptions and hidden acceleration in schedules and we analyze them for the overall impact and expected cost.

Schedule Communication and Reporting

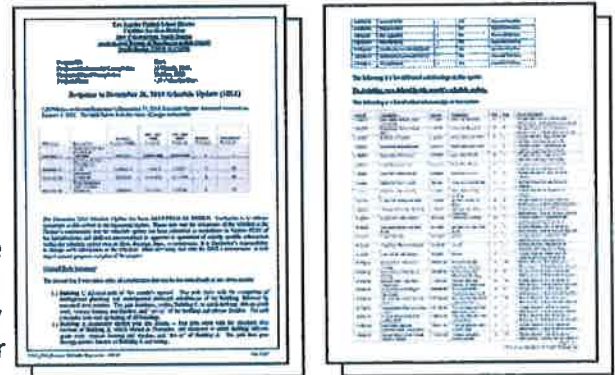
Our schedules are updated regularly—never less than once per month; generally more frequently—and any delays are identified and communicated to all parties at the next regularly scheduled management update meeting. As a matter of course, we use the schedule as the primary tool to inform our clients of the critical deadlines the team is working towards. Schedules are prepared simply and in both detail and roll-up forms for ease of understanding and use. Cumming’s role at Pomona College involves frequent communication and reporting on schedule-related matters.



Sample Schedule Curve Performance

Schedule Maintenance

We believe that a schedule is only valuable if the progress is measured and evaluated against an agreed baseline. Schedules should serve not only as a historical view of a project at a particular moment in time, but as a management tool that should be used to evaluate and drive results. We provide project statusing services for our clients that include the actual validation of the stated condition of their schedules. We report the results and evaluate current performance against baseline goals. Changes typically impact the schedule. We have tremendous experience incorporating changes into our schedules and in quickly identifying net impacts. We also evaluate changes to determine whether these impacts affect the critical path or whether they are ancillary and thus may not cause a delay in project completion. We provide our clients with mitigation options should changes impact the timely completion of a project.



Schedule Update Samples

Schedule Creation

Our schedules are created by professionals skilled in both forensic and forward scheduling, a unique differentiator that enables Cumming to foresee and mitigate schedule conflicts before they arise. Cumming begins each scheduling assignment by first gaining a fundamental understanding of project scope. Following a top down approach, we identify and incorporate critical milestones, ensure adherence to overarching project parameters, and analyze component relationships. Requirements are then reviewed forwards and backwards to ensure that all project elements have been considered and are in sync.

Schedule Management

We assist our clients in the development of the Design Work Plan in concert with the actual in-place design teams. Our staff have managed the design development process for clients and that allows us to have a 'real world' perspective on the effort required, the relevant and necessary milestones and a focus on developing a pre-construction/design schedule that can serve as a management tool and not just a snapshot of the expected goals.

BUDGETING

A comprehensive and detailed early cost budget forms one of the foundations of a project's success. To provide a complete cost plan to detail the construction budget we first start with a complete review of all design information, parameters, constraints, and schedule. We work with the design team to fully understand all aspects of project scope and identify all cost drivers and non-standard cost issues up front. It is our role to budget for all required scope to construct a project regardless of what level of detail of design information is available. This is done through conceptualizing building systems at an early stage. Ongoing communication between the estimator and design team/owner will refine assumptions allowing us to accurately describe design intent and intended scope. However, there are times in the infancy of a project where this design information is not available or doesn't exist yet and the client needs a budget to send to the board or other managing and financial entities that need to approve a specific budget to allow the project to move forward. We call this budget estimating and this is where Cumming shines—at this inception phase. Estimating project costs with limited information can be tricky; however, with our crew-based database, comparative cost analysis and benchmarking, we can incorporate the District's needs into a comprehensive project cost model that would give a detailed cost break down of similar projects. We take into account the project similarities including program, scale, building materials, local labor and compensation rates, material availability and pricing, sub-contractor mark-ups, as well as a forward-looking analysis of the Bay Area market place, financial climate and escalation projections.

COST ESTIMATING

Cumming has the largest pool of in-house cost managers on the west coast, with more than 100 cost managers / quantity surveyors. Cumming has a long history of working collaboratively with Owners and design professionals and our team members are skilled in fostering an atmosphere of innovation, responsibility, responsiveness and honest communication. Cumming is an independent cost estimating consultant. We have no ties to contractors or designers, thus ensuring that the client receives an unbiased opinion of cost for their project. Cumming provides cost estimating services from programming through final construction documents. We understand the importance of accurate, traceable and audit-proof cost estimates and we provide a structured and timely approach to develop, review and implement approved estimates into the construction management process. We routinely solicit real-time quotations from trades and manufacturers for integration with our existing library of historical cost data, current project information, and industry-recognized cost databases and publications, thereby ensuring that our estimates are current and appropriate with respect to the dynamic nature of the industry. This includes both economic and geographic considerations.

The image shows a sample of a Cumming Monthly Report Summary. The report is titled 'CUMMING' and 'Monthly Report Summary'. It contains a table with multiple columns and rows, likely representing different cost categories and project components. The table is partially obscured by a shadow, suggesting it is one of several reports stacked together.

Economic Report Sample

The number of estimates for a project is determined by the complexity of the project. Early accurate cost projections provide the project team guidance in material selections, and alternative designs. Formal estimates are prepared for project team to review for inclusion and include in the submittal at each design phase. Our estimators are an integral part of the project team who are continuously involved, providing input and support through the design process.

DOCUMENT CONTROL / PUBLIC INFORMATION WEBSITES

The Document Management Systems / Management Information Systems (DMS/MIS) used by Cumming are comprised of both industry leading project management and business application software including Primavera, Expedition, Prolog, and Autodesk in conjunction with our in-house built programs such as cmWare, our estimating templates, our intranet, a Design Management Portal, and Sharepoint integration. Our flexibility in the use of these informational systems allows complete agility to interface with and meet our clients' requirements.

Cumming primarily uses Primavera Project Planner as a multi-project planning and scheduling tool to create, track, and report the majority of project and program level information. Our deep knowledge of scheduling with both P3 and P6 has led clients to use us for litigation support and as an expert witness. Some of the reporting we have done includes:

- Master and Forward Scheduling (Including Entitlements & Transition Planning)
- Cost and Resource Loading - Monthly Schedule, Cost and Resource Management
- As-Planned Schedule Validation and Adjustments
- Design Directives, Procurement, Logistics and Means & Methods Assessments
- Labor Productivity and Utilization Studies
- Comparative Critical Path Delay and Acceleration Analyses
- Earned Value Analysis
- Program Cost Trends Budget vs. Actuals
- VSM - Value Stream Mapping
- Program Level Dash Board Reporting

The screenshot displays a software interface for cost estimation. The top section is titled 'GENERAL COST SUMMARY & ALTERNATES'. It contains a table with columns for 'Description', 'Quantity', 'Unit', and 'Amount'. Below this, there is a section for 'ALTERNATES' with a list of items and their associated costs.

Description	Quantity	Unit	Amount
General Building	100	SQ FT	1,200,000
Roofing	100	SQ FT	1,000,000
Interior Finishes	100	SQ FT	1,000,000
MEP	100	SQ FT	1,000,000
Site Work	100	SQ FT	1,000,000
Foundation	100	SQ FT	1,000,000
Structural Steel	100	SQ FT	1,000,000
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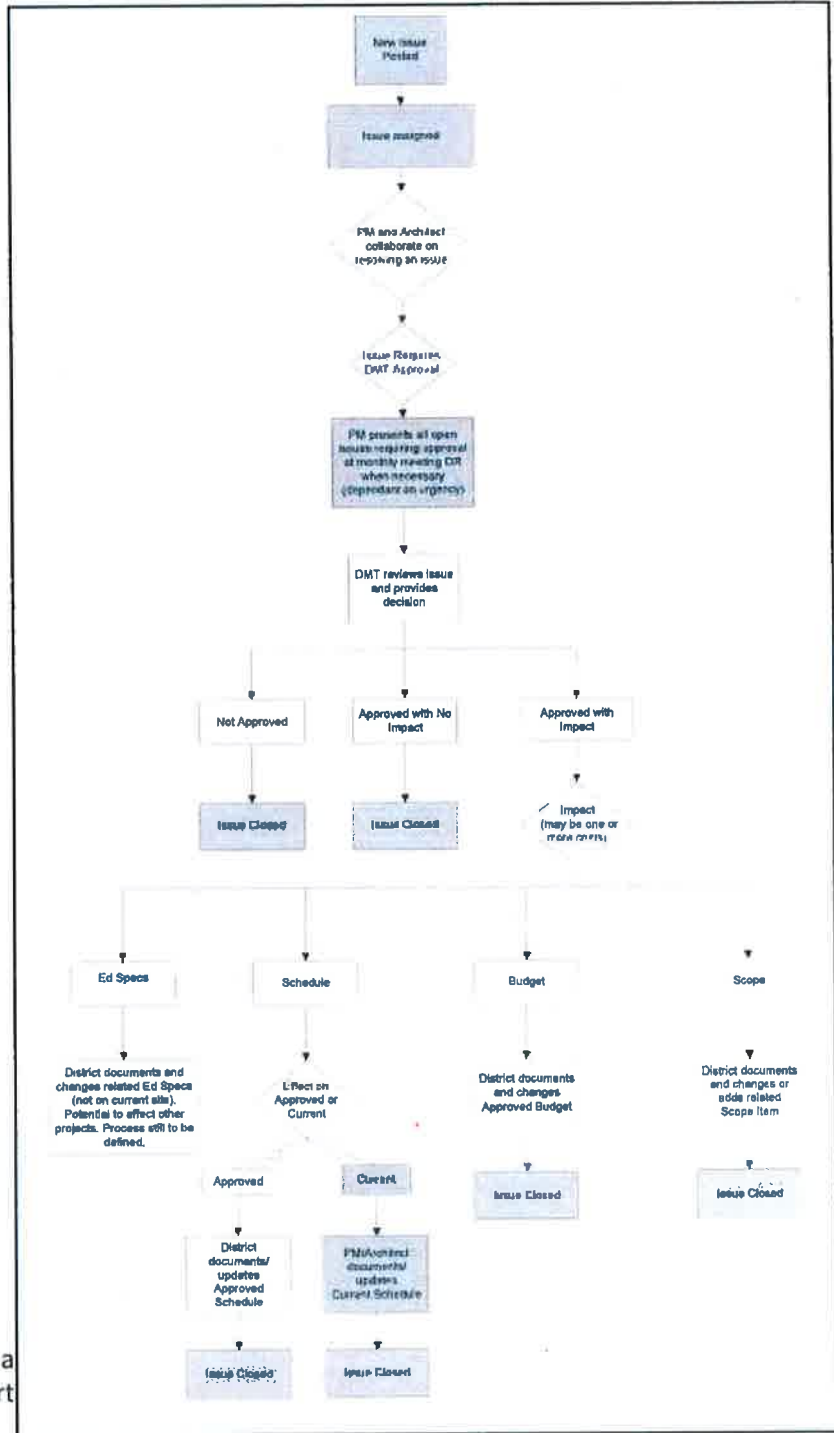
on the landing page for the corresponding phase. Throughout the course of the project, as issues come up that affect the schedule, this information can be updated based on the decisions made during the issue tracking process.

Current Project Schedule

The current project schedule displays the actual schedule as it is updated or changed throughout each phase and will display the percent complete of each deliverable and milestones. This alerts the District to whether or not the project is on schedule. This section can be updated based on the decisions made during the issues tracking process.

Describe the firm's approach to and experience with energy management / conservation, integrated communications systems, "green buildings," and evaluating technology infrastructure.

Cumming has had remarkable success in reviewing designs for CHPS standards, with our new construction efforts for California K-12 districts averaging 32 CHPS points per completed school. In 2013 Cumming was selected as part of a team responsible for the preparation of a High Performance Assessment in CHPS format for all Sacramento City School sites for a \$400 million bond election. Our assessment was part of a broader prioritization effort in support of District-wide improvements.



Issues Workflow Sample

Cumming team members have worked with leaders in the USGBC, Global Green, and CHPS on both the Los Angeles Unified School District (LAUSD) and Los Angeles Community College District (LACCD) bond programs, including the development of sustainability curriculum at all levels from K-12. The Cumming team has also been directly involved in the creation and implementation of programs currently in use at the Los Angeles Unified School

District for 11th and 12th grade students, as well as recent high school graduates in solar installation, water conservation, and energy conservation programs. In addition to supporting K-12 curriculum, Cumming team members have been speakers at over 20 conferences and seminars nationwide, including Construction Management Association of America, USGBC's Greenbuild, National Greenschools Conference, and California Sustainability Summit, and have earned reputations as recognized experts in the area of educational sustainability programs.

Cumming team members have also been overseeing the design and implementation of school buildings for Districts advocating Green Building principles for both new buildings and retrofits, including over 50 projects for the Los Angeles Unified School District. These include two completed elementary schools, Charles Kim and Maywood, as well as LEED Silver and LEED Platinum projects at Los Angeles Southwest College, including LAUSD's joint-use Middle College High School project.

These energy-conscious principles are supported by the selection of materials, plantings, optimal glazing to minimize solar heat gain, and incorporation of window shading devices to further enhance the school's design and improve optimization of the building's efficiency. Natural light within the building spaces is beneficial to students and staff, and meet the minimal standards established by the California Department of Education for classroom day-lighting.

Mechanical considerations include:

- Energy management system installations
- High efficiency cooling tower retrofits
- Retrofits from package unit systems to central chilled water plants
- Cool roofing installations for new buildings and replacements for existing buildings
- High efficiency HVAC installations for new sites, and retrofits for existing
- 180 variable speed drive installations
- Evaporative pre-cooling in combination with central plant chiller systems
- Lighting design and equipment selection for new construction and retrofits
- Development of proprietary HVAC operational software to sub-cool sites to minimize daytime HVAC demand

Additionally, low energy design principles are considered in the design of our projects including:

- Reduction of landscaping water usage through the selection of drought tolerant plants and water efficient irrigation systems
- Water efficient toilets, non-water urinals, faucets, showerheads and appliances
- Consolidation of building program elements into a compact, space-conserving floor plate in order to maximize open space enabling a more energy-efficient building shell
- After-hour or off-schedule operation is analyzed for optimization of energy savings

Alternative energy systems are explored for each school, including geothermal, wind, and solar energy. In most cases, solar energy is the best option for an alternative energy source. New additions are designed with infrastructure to support future funded alternative energy sources. For example, a photovoltaic solar energy system is generally located on open areas of building roofs. The building is designed to support the photovoltaic system structurally, conduit is installed, and a location for a future inverter is designed into the building complex.

All of our “front-end” specifications require at least 90% of all construction waste to be recycled. Records are carefully maintained to manage the process to ensure optimization of credits. Cumming staff is directly responsible for the development of specifications and implementation of recycling programs and water conservation during construction, as well as oversight of the design process to incorporate water conserving features in the project. To ensure long-lasting results for the District, these features include:

- Smart irrigation controllers
- Low flow and waterless urinals
- Low flow toilets
- Faucets with automatic shutoff capability
- Zero-scape landscape design features including indigenous landscaping
- Water reclamation
- Use of artificial turf for new stadiums

Additionally, on our Southwest College campus project we use recycled municipal water for landscaping when necessary and an on-site water collection treatment system. For rainwater collection systems and storm water quality and control we installed 14 CDS UNITS, a new catch basin filtration system, to facilitate 86% of TSS removal before the rain water even enters the City system.

Describe the firm's experience with state and other agencies involved in the planning, design, and construction process for K-12 school projects. Describe the firm's quality control systems, including ability to monitor subconsultants, if any.

Having worked on thousands of educational projects throughout the State of California, our team is intimately familiar with outside governmental agencies, including City and County Planning Commissions, the Regional Air Quality Control District, the State Department of Education, the DSA, and the OPSC, among others. We have provided additional details about our interactions with some of these agencies below.

DIVISION OF THE STATE ARCHITECT (DSA)

Our vast experience in the California K-12 and higher education sectors has given us the opportunity to understand the complex nature of working with State Regulatory Agencies such as DSA. We have a thorough understanding of the processes and procedures required by these agencies with regards to plan review, code interpretation, permitting, testing and inspection, construction phase changes, project closeout and agency certification. We have found that the best way to lead each project through this process is to develop professional, working relationships with the agency personnel.

At the start of each education project, we make it a priority to schedule a pre-submittal meeting with DSA representatives to introduce the project, communicate the project scope and design approach, and listen to agency personnel. By facilitating this initial meeting, we set the tone for a collaborative relationship with DSA that serves the project well and establishes a roadmap for the design review process. As we proceed through the development of the design phase of each project, our managers continue to lead the collaboration process with DSA to ensure that the design is tracking in a timely manner and that code requirements and agency expectations are being met.

Once a project achieves DSA approval, our efforts don't stop there. As you know, DSA continues to play a vital part throughout the construction and close out phase of each project. Because of this, we

continue to shepherd the project by continuing to collaborate with the DSA field engineer to ensure that changes to the approved design documents are adequately documented and submitted to DSA for review and approval. Our managers make certain that changes get dealt with when they happen, so that they don't end up causing delays to the closeout of the project.

The most challenging aspect of managing these projects has not been the construction phase oversight or agency preconstruction approvals, but the on-time completion of punch lists, timely receipt of DSA approved change orders, contractor close-out, and final DSA certification. We have been able to overcome these challenges through persistence and follow-up and because we are familiar with each of the required forms and documents needed to be gathered from project inception through final record of payment.

OFFICE OF PUBLIC SCHOOL CONSTRUCTION (OPSC)

Because we have been performing project/construction services for so many years, we have been able to build excellent working relationships with all of the State agencies that govern public school construction. This includes the Office of Public School Construction (OPSC). Our close and repeated work with the OPSC — hundreds of projects to date — has given us a deep understanding of their various funding opportunities, which include New Construction Grant, Modernization Grant, Career Technical Education Facilities Program, Overcrowding Relief Grant Program Funding, High Performance Incentive Grant, Seismic Mitigation, Local Rebates, and other Incentives and Grants.

STATE ALLOCATION BOARD (SAB)

Cumming monitors the SAB, attending monthly meeting or through debriefs on actions taken.

CALIFORNIA DEPARTMENT OF EDUCATION (CDE)

Through working on hundreds of educational projects throughout California, we are deeply familiar with the California Department of Education and have had former team members involved in the authorship of the "Grid Neutral Schools" section of the California Department of Education's "Schools of the Future" initiative.

QUALITY ASSURANCE / QUALITY CONTROL

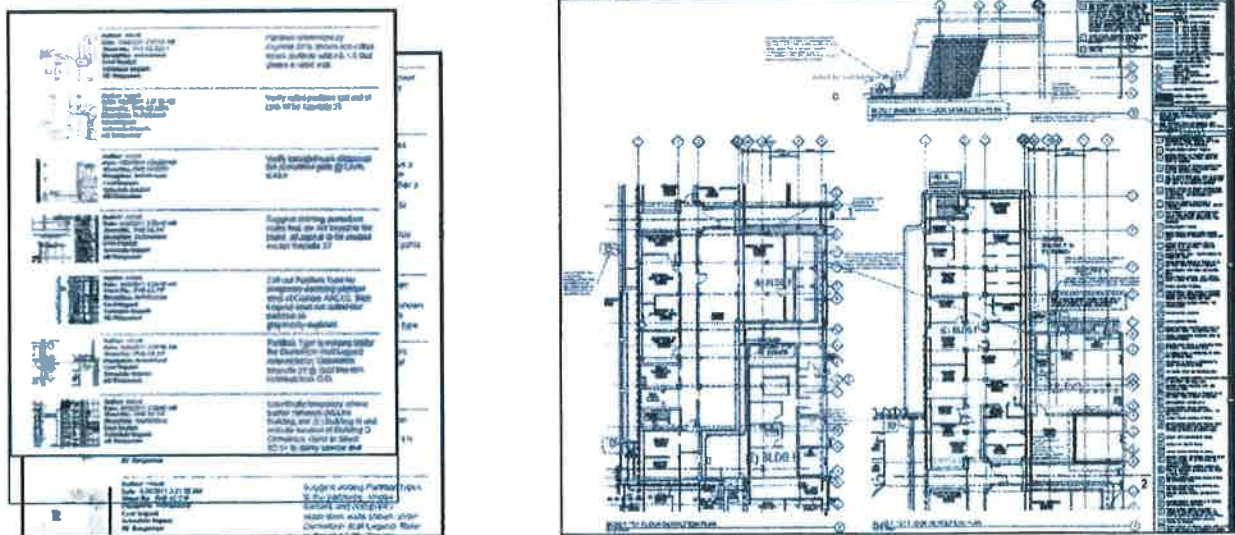
With our focus on putting together best-in-class teams, Cumming has developed a unique QA/QC program to support large bond programs. The model was developed by Cumming over the past 12 years in support of large bond programs in Southern California. From a project perspective, quality control is more than a program with a policy and procedures manual. Quality control is a corporate commitment to ensuring that our staff performs at the highest level of quality and that they understand how to deliver value to our clients, as well as addressing the quality of the design documents produced by others.

The superior quality of the projects managed by Cumming personnel attests to the effectiveness of our Quality Assurance/Quality Control program as applied to projects. Our approach to quality control includes:

- Establishing/confirming a realistic contingency
- Preparing independent cost estimates as required
- Ensuring that the project remains on schedule through close-out
- Establishing communications and reporting procedures
- Performing site reviews during construction and documenting findings
- Administering job site meetings and walkthroughs to review schedule & quality issues
- Meeting with the client regularly to ensure expectations are being met

Our quality control plan utilizes a defined, performance-based process that is based on lessons learned and targets critical project success factors, such as conformance to our client's scope, schedule, and budget; Cumming staff performance; Cumming subconsultant performance; procedures and process results; communications; and claims avoidance. The key to minimizing change orders is to implement external quality control procedures to ensure that the bid documents are complete and comprehensive. If given the opportunity, quality control is implemented throughout design and construction. The primary elements are constructability reviews and construction change order control.

During design, Cumming implements a rigorous constructability review program to reduce change orders and mitigate time delays and claims, leading to higher quality and more cost effective projects. The constructability review process brings to light conflicts or challenges not recognized by the design team during the development of the design documents including availability of materials, site logistics, code elements and equipment space restrictions.



Constructability Mark-up Sample

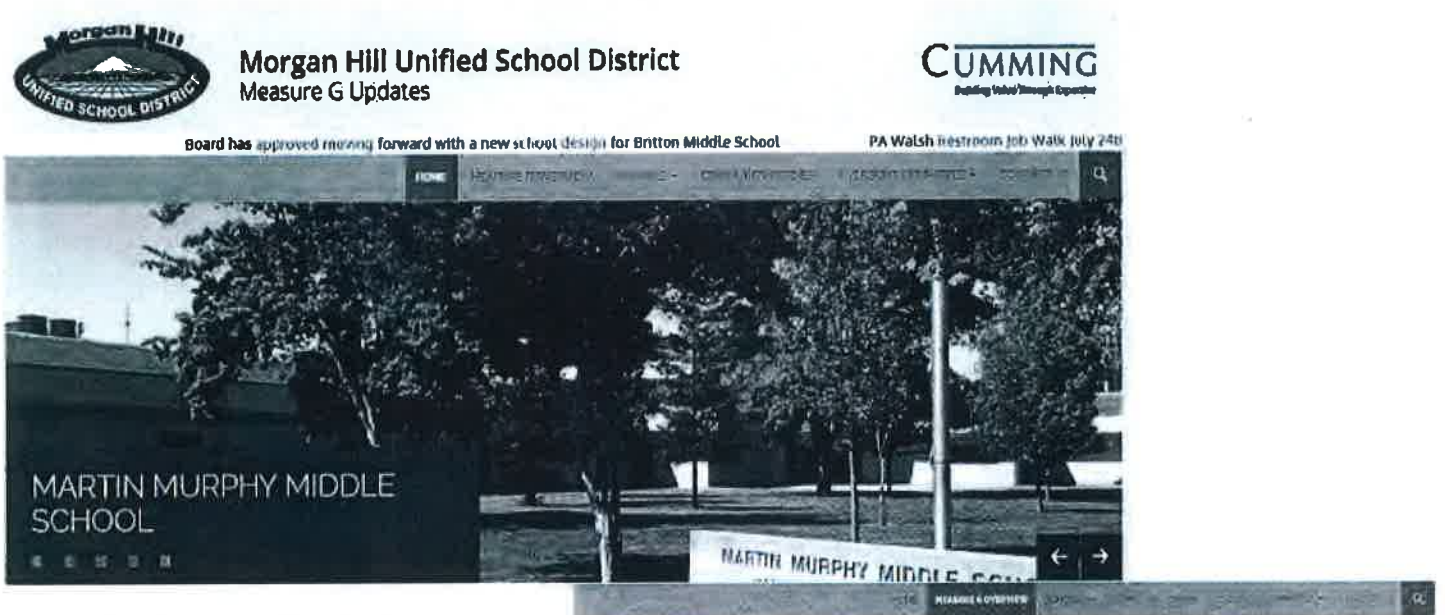
During construction, Cumming systematically verifies that reviews, certifications, inspections, and tests are being performed. A good quality assurance plan includes documenting all inspections, identifying items that have been satisfactorily inspected, and targeting those requiring corrective action. At the beginning of construction, each specialty inspector will review the contract documents outlining the most important elements to include in the quality control data. From the database, we develop quality control checklists to manage startup, acceptance, and closeout procedures with IOR and all required inspectors. At weekly meetings, the contractor's completed activities are discussed and their quality control effectiveness measures evaluated. Where improvements are needed, the contractors are advised to implement them in time for upcoming activities.

Waiting for project closeout to correct contract actions/deviations is unacceptable. Our team members know that delays in inspector approvals are a delay in contract closeout. Additionally, comprehensive and accurate as-built drawings are essential to the successful closeout of construction projects.

Cumming believes that regularly updated as-built drawings are achievable when they are required for each payment application. Our team verifies that each contractor keeps its as-built drawings up to date before approving their portion of the work for payment. Any modifications to the contract documents must be posted before submittal of any payment requests.

SUBCONSULTANTS

Cumming and HCM have the ability to provide all of the requested construction management services in-house and are not proposing any subconsultants at this time. If the District desires specialty services not specifically outlined in the RFQ, we are able to accommodate the District through a wide network of professional affiliates.



Public Information Website Samples

5. Cost Savings

To reduce maintenance and operating costs which will return resources to the classroom, the District will update facilities, such as additional solar, district owned transportation yard, etc.

Series A Bond Expenditure Distribution



Series A Bond expenditure plan identifies the list of projects and school sites where the first \$25 million will be spent. Some of the projects include several sites as noted and some are site specific. The technology project is broken down by the chart below.

Technology Expenditure Distribution



The technology plan indicates each site that will have work performed. The scope is the same at each site but the work varies based on the size of the campus and the separation of the buildings requiring more underground work. All new wiring and infrastructure will be installed with new wireless access points as well

SECTION FIVE COST AND FEE SUMMARY

Provide a preliminary cost and fee summary for each phase of the work described in this Request for Proposals. If you plan to propose charging for general conditions, describe the types of costs to be covered and a proposed cost structure to the District.

Option 1: CM as Owner’s Representative on Traditional Design Bid Build and Lease- Leaseback General Contracting Delivery Model

The following proposed fee breakdown is based on the overall Construction Management budget a \$35 M/year project. If contracts are awarded on an individual project basis percentages for each phase may vary depending on the size and phase of the project. The percentages represent Not To Exceed limits, savings can be realized if projects run concurrent and project timelines are reduced.

Construction Management Fee

Project Phase	% Allocation
Planning Phase	n/a
Design Phase Management	.25%
Procurement Phase	.5%
Construction Phase	3%
Post-Construction Phase	.2%
Total Fee (% of Program Budget)	3.95%

Reimbursable Expenses

It is assumed that all personnel assigned to the program full-time will be housed within District facilities and will be provided all of the necessary furnishings and equipment. As an alternative during construction personnel can be housed in site trailers with all necessary furnishings and equipment as provided by either the contractors to be specified in the project General Conditions and considered part of the project construction costs, or the CM Multiple Prime General Conditions as per Fee Option 2 identified in this proposal response. The following cost items shall be considered Reimbursable Expenses and are not part of the % rates identified above.

Telephone, cell phone and fax expenditures; mileage and parking for travel between job sites; out of town travel if approved in advance by the District; photos; copies and blueprinting; mailing and special deliveries; and office supplies.

Option 2: CM as Agency CM on a Multiple Prime Contracting Delivery Model

Option 2 is an alternative for the District to consider in the event it is determined that it is in the best interest of the District to manage some or all of their projects utilizing alternative delivery methods including multiple prime contracting. The Program Management Fee - Part A, is additive to the Construction Management Fee and General Conditions - Part B, under this Option. Any projects that are managed under the traditional Design Bid Build delivery model will follow the Option 1 Fee Model and therefore a third Option could be a hybrid of both Options 1 and 2.

Program Management – Part A

Project Phase	% Allocation
Planning Phase	
Design Phase Management	.5%
Procurement Phase	.55%
Construction Phase	3.5%
Post-Construction Phase	.25%
Total Fee (% of Program Budget)	4.8%

Reimbursable Expenses

It is assumed that all personnel assigned to the program full-time will be housed within District facilities and will be provided all of the necessary furnishings and equipment. As an alternative during construction personnel can be housed in site trailers with all necessary furnishings and equipment as provided by either the contractors to be specified in the project General Conditions and considered part of the project construction costs, or the CM Multiple Prime General Conditions as per Fee Option 2 identified in this proposal response. The following cost items shall be considered Reimbursable Expenses and are not part of the % rates identified above.

Telephone, cell phone and fax expenditures; mileage and parking for travel between job sites; out of town travel if approved in advance by the District; photos; copies and blueprinting; mailing and special deliveries; and office supplies.

Construction Management – Part B

In the event a Multiple Prime contracting delivery model is used the following proposed fee breakdown for Construction Management Fee including overhead and profit is based on the cumulative amount of the Construction Contracts which includes all Trade Contracts, Allowances and Contingencies managed by the Construction Management Team.

Construction Management Fee Only (excluding general conditions)

Project Phase	% Allocation	% Allocation	% Allocation	% Allocation	% Allocation
	\$10,000 up to \$100,000	\$100,000 up to \$500,000	\$500,000 up to \$1M	\$1M up to \$5M	\$5M and above
Planning Phase	.5%	.5%	.5%	.25%	.25%
Design Phase Management	.5%	.5%	.5%	.25%	.25%
Procurement Phase	2%	2%	1%	1%	1%
Construction Phase	6%	5%	4.5%	3.5%	3%
Post-Construction Phase	1%	1%	.5%	.5%	.20%
Total Fee (% of Program Budget)	10%	9%	7%	5%	3.95% or lower

General Conditions

General Conditions as listed below will be billed at actual cost plus rates for management employees per the hourly rate schedule. The General Conditions are anticipated Not to Exceed a range of 6% - 8% of our fees for managed contracts assuming contracts exceed \$5 M.

Office trailer; job site signage; field office furnishings, equipment and supplies; temporary protection; misc. equipment rentals; temporary power; temporary lighting; daily clean-up; final power bill; temporary heat; portable toilets; postage, courier and shipping; temporary fencing; water service; first aid equipment and supplies; security; fire protection and extinguishers; street cleaning and good neighbor policies; dust control; plans and printing; temporary hand rails and safety cables; photography and video, equipment and printing; dumpster rental; hand tools, disposables; storage bins; weather protection; temporary parking, metered stall rental; final cleanup; safety equipment; travel and subsistence; architectural and engineering services; and liability insurance at 1%.

Title	Bill Rate to OUSD
PROGRAM / CONSTRUCTION MANAGEMENT	
Principals (VPs, Executives)	\$250
Program Director (incl. Project Directors)	\$200
Program Manager	n/a
Senior Project/Construction Manager	\$180 to \$165
Project/Construction Manager	\$150 to \$165
Project Engineer	\$120 to \$145
TECHNICAL RESOURCES	
Senior Cost Manager	\$150 to \$175
Cost Estimators	\$135 to \$165
Senior Scheduler	\$150
Scheduler	\$130
Constructability Reviewer	\$150
Project Controls Manager	\$140
Administrative Support	\$60
Interns	\$50
OUTREACH	
Outreach Program Manager	\$300
Outreach Marketing Manager	\$150
Outreach Database Manager	\$150
Outreach Administrator	\$100
Outreach Certification Specialist	\$75
OPTIONAL SERVICES	
CONSTRUCTION SERVICES	
Senior Superintendent	\$150
Superintendent	\$140
Quality Manager	\$120
Field Supervisor	\$110
Senior Project Engineer	\$100
Project Engineer	\$90
Senior Field Office Coordinator	\$80
Field Office Coordinator	\$70

Rates adjust annually in January at 5%. Additional rates for other professionals can be provided by our team for District approval.

EXHIBIT "B"
CRITERIA AND BILLING FOR EXTRA SERVICES

The following Extra Services to this Agreement shall be performed by Construction Manager if needed and requested by District as indicated in the Agreement. The rates identified in the Fee Schedule attached to Exhibit "D" include overhead, administrative cost and profit and shall be utilized in arriving at the fee for Extra Services:

1. Providing services required because of significant documented changes in the Project Initiated by the District, including but not limited to size, quality, complexity, the District's schedule, or method of bidding or negotiating and contracting for construction.
2. Providing consultation concerning replacement of work damaged by fire or other cause during construction and furnishing services required in connection with replacement of such work.
3. Providing services made necessary by the default of contractor(s), or by major defects or deficiencies in the work of the contractor, or by failure of performance of the District's consultants, or in the absence of a final Certificate of Payment, more than sixty (60) days after the date of completion of work on the Project involved.
4. The selection, layout, procurement or specification at the District's request of movable furniture, furnishings, equipment or other articles that are not included in the Contract Documents.
5. Providing surveys relative to future facilities, systems or equipment which are not intended to be constructed during the Construction Phase.
6. Preparing to serve or serving as a witness in connection with any public hearing (except for a contractor's hearing necessitated by its request to substitute a subcontractor), dispute resolution proceeding or legal proceeding, other than that necessitated by the negligent acts, errors or omissions of Construction Manager or where the Construction Manager is party thereto.
7. Performing technical inspection and testing.
8. Providing any other services not otherwise included or reasonably inferred by the terms in this Agreement or not customarily furnished in accordance with generally accepted scope of project construction management practice.

**EXHIBIT "C"
SCHEDULE OF WORK**

[TO BE AGREED TO BY THE PARTIES AND ATTACHED PRIOR TO EXECUTION OF THE AGREEMENT.]

EXAMPLE

1. Construction Manager shall perform the work diligently as described in Exhibit "A" in accordance with the "Schedule of Work" set forth herein, and shall commence work upon receipt of any applicable Notice to Proceed ("NTP") from District. Construction Manager acknowledges and agrees time is of the essence and failure of Construction Manager to perform work on time as specified in this Agreement is a material breach of this Agreement.

2. Schedule of Work:

ACTIVITY	ESTIMATED DURATION	ANTICIPATED START DATE (SUBJECT TO CHANGE)
Board Approval of Contract Award	N/A	
Mobilize Staff	x Days	
Construction Baseline Schedule Review	x Days	TBD: Anticipated May 2017
Contractor's Submittals Review	X Days	TBD: Anticipated May 2017
Construction Administration / Issuance of NTP	X Days from Issuance of NTP (upon commencement of Project construction)	TBD: Anticipated May 2017
Punchlist Development	30 Days	TBD: Anticipated Oct. 2018
DSA Close-Out	90 Days	TBD: Anticipated Oct. 2018

3. The Parties acknowledge and agree that the Schedule of Work is based on estimated days of duration and anticipated start dates, which are subject to change, including without limitation any milestone schedules which may be revised to accommodate the actual NTP date. Accordingly, upon issuance of the NTP, the Parties agree to amend in writing the Schedule of Work, as necessary and appropriate, to further clarify the schedule of activities and start dates therefor.

4. No changes, amendments, or alterations to the Schedule of Work set forth herein, including without limitation those which may impact the Construction Manager's Fee hereunder this Agreement, shall be effective unless in writing and signed by both Parties.

5. Term. Consultant shall commence providing Services under this Agreement on December

1, 2016, and will diligently perform as required or requested by District as applicable. The term for these Services shall expire on November 30, 2017. This Agreement may be extended upon mutual approval of both Parties in writing on an annual basis to the extent permissible under applicable law. Total cost not to exceed \$900,000.00.



EXHIBIT "D"
FEE SCHEDULE

1. Compensation

- 1.1. The Construction Manager's fee set forth in this Agreement shall be full compensation for all of Construction Manager's Services incurred in its performance, including, without limitation, all costs for personnel, travel within two hundred (200) miles of the Project location, offices, per diem expenses, printing, providing, or shipping of deliverables in the quantities set forth in Exhibit "A."
- 1.2. The Fee shall not exceed the amount set forth in the Agreement, including all billed expenses, without advance written approval of the District. The Fee shall be paid as indicated below.

PERCENTAGE OF TOTAL FEE PER PHASE	
Phase	Phase Amount
Pre- Construction Phase	as needed
Construction Phase	90%
Project Completion Phase (Close Out) - (Divided as Indicated below)	10%
Sign Off On Punch List	3%
Receive and Review All M & O Documents	3%
Filing All DSA Required Close Out Documents	3%
Receiving DSA Close Out Certification	1%

- 1.3. District shall retain one percent (1%) or Ten Thousand Dollars (\$10,000), until DSA has approved the Project.

2. Method of Payment

- 2.1. Construction Manager shall submit monthly invoices on a form and in the format approved by the District.
- 2.2. Construction Manager shall submit these invoices in duplicate to the District via the District's authorized representative.
- 2.3. Construction Manager shall submit to District on a monthly basis documentation showing proof that payments were made to its Consultants. No markup shall be allowed for Consultant costs in the performance of the Services.
- 2.4. Upon receipt and approval of Construction Manager's Invoices, the District agrees to make payments on all undisputed amounts within sixty (60) days of receipt of the invoice.



3. Hourly Rates

- 3.1. The following rates, which include overhead, administrative cost and profit, shall be utilized in arriving at the fee for Extra Services and shall not be changed for the term of the Agreement. Construction Manager shall bill in quarter-hour increments for all Extra Services. Rates are effective through December 31, 2017 with an optional 5% optional period escalation as outlined in Cummings 2016 Hourly Rate Sheet.

Senior Director:	\$175.00
Senior Project Manager:	\$160.00
Construction Manager:	\$145.00
Estimating:	\$150.00
Project Engineer - PA	\$105.00
Project Engineer:	\$105.00

- 3.2 The mark-up on any approved item of Extra Services performed by Consultant(s) shall not exceed three percent (3 %).

EXHIBIT "E"- CERTIFICATIONS

WORKERS' COMPENSATION CERTIFICATION

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:

- a. By being insured against liability to pay compensation by one or more insurers duly authorized to write compensation insurance in this state.
- b. 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 his employees.

I am aware of the provisions of section 3700 of the Labor Code 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 provisions before commencing the performance of the Work of this Contract.

Date:

11/9/2016

Proper Name of Consultant:

CUMMINGS CONSTRUCTION Management,

Signature:

[Handwritten Signature]

Print Name:

JOHN OLSSON

Title:

Senior Director

(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 filed with the awarding body prior to performing any Work under this Contract.)

**DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION
CERTIFICATION**

I am aware of and hereby certify that neither CUMMINGS CON. INC. [Type name of Consultant] nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. I further agree that I will include this clause without modification in all lower tier transactions, solicitations, proposals, contracts and subcontracts.

Where the Consultant or any lower participant is unable to certify to this statement, it shall attach an explanation hereto.

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal of the above named Consultant on the Ninth day of NOVEMBER 2014 for the purposes of submission of this Agreement.

By:



Signature

JOHN OLSSON

Typed or Printed Name

SENIOR DIRECTOR

Title

CRIMINAL BACKGROUND INVESTIGATION CERTIFICATION

The undersigned does hereby certify to the governing board of the District as follows:

That I am a representative of the Consultant currently under contract ("Contract") with the District; that I am familiar with the facts herein certified, and am authorized and qualified to execute this certificate on behalf of Consultant. Consultant has taken at least one of the following actions with respect to the construction Project that is the subject of the Contract (check all that apply):

_____ Consultant has complied with the fingerprinting requirements of Education Code section 45125.1 with respect to all Consultant's employees and all of its subcontractors' employees who may have contact with District pupils in the course of providing services pursuant to the Contract, and the California Department of Justice has determined that none of those employees has been convicted of a felony, as that term is defined in Education Code section 45122.1. A complete and accurate list of Consultant's employees and of all of its subcontractors' employees who may come in contact with District pupils during the course and scope of the Contract is attached hereto; and/or

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

_____ Pursuant to Education Code section 45125.2, Consultant certifies that all employees will be under the continual supervision of, and monitored by, an employee of the Consultant who the California Department of Justice has ascertained has not been convicted of a violent or serious felony. The name and title of the employee who will be supervising Consultant's employees and its subcontractors' employees is

Name: _____

Title: _____

The Work on the Contract is at an unoccupied school site and no employee and/or subcontractor or supplier of any tier of Contract shall come in contact with the District pupils.

Megan's Law (Sex Offenders). I have verified and will continue to verify that the employees of Consultant that will be on the Project site and the employees of the Subcontractor(s) that will be on the Project site are not listed on California's "Megan's Law" Website (<http://www.meganslaw.ca.gov/>).

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

Date: 11/09/2014
Proper Name of Consultant: CUMMING CONSTRUCTION MANAGEMENT, INC.
Signature: [Signature]
Print Name: JOHN OLSSON
Title: SENIOR DIRECTOR

DESCRIPTIONS (Continued from Page 1)

provided as respects General Liability and Workers Compensation per the attached. Notice of Cancellation endorsement for Automobile Liability to follow upon receipt from carrier. There are no exclusions for Sexual Abuse and Molestation.

COMMERCIAL GENERAL LIABILITY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ARCHITECTS, ENGINEERS AND SURVEYORS
XTEND ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

GENERAL DESCRIPTION OF COVERAGE Provisions A. - T. and V. of this endorsement broaden coverage. Provisions U. and W. of this endorsement may limit coverage. The following listing is a general coverage description only. Limitations and exclusions may apply to these coverages. Read all the PROVISIONS of this endorsement carefully to determine rights, duties, and what is and is not covered.

- A. Broadened Named Insured
- B. Incidental Medical Malpractice
- C. Reasonable Force - Bodily Injury Or Property Damage
- D. Non-Owned Watercraft - Increased To Up To 75 feet
- E. Aircraft Chartered With Crew
- F. Extension Of Coverage - Damage To Premises Rented To You
- G. Malicious Prosecution - Exception To Knowing Violation Of Rights Of Another Exclusion
- H. Medical Payments Limit
- I. Increased Supplementary Payments
- J. Additional Insured - Owner, Manager Or Lessor Of Premises
- K. Additional Insured - Lessor Of Leased Equipment
- L. Additional Insured - State Or Political Subdivisions - Permits Relating To Premises
- M. Additional Insured - State Or Political Subdivisions - Permits Relating To Operations
- N. Additional Insured - Architect, Engineer Or Surveyor
- O. Who Is An Insured - Newly Acquired Or Formed Organizations
- P. Who Is An Insured - Unnamed Partnership Or Joint Venture - Excess
- Q. Per Project General Aggregate Limit
- R. Knowledge And Notice Of Occurrence Or Offense
- S. Unintentional Omission
- T. Waiver Of Transfer Of Rights Of Recovery Against Others To Us When Required By Contract Or Agreement
- U. Amended Bodily Injury Definition
- V. Amended Insured Contract Definition - Railroad Easement
- W. Amended Property Damage Definition - Tangible Property
- X. Additional Definition - Contract or Agreement Requiring Insurance

PROVISIONS

A. BROADENED NAMED INSURED

1. The Named Insured in Item 1. of the Common Policy Declarations is amended as follows:

The person or organization named in Item 1. of the Common Policy Declarations and any organization, other than a partnership, joint venture, limited liability company or trust, of which you are the sole owner or in which you maintain the majority ownership interest on the effective date of the policy. However,

coverage for any such additional organization will cease as of the date, if any, during the policy period, that you no longer are the sole owner of, or maintain the majority ownership interest in, such organization.

2. This Provision A. does not apply to any person or organization for which coverage is excluded by another endorsement to this Coverage Part.

B. INCIDENTAL MEDICAL MALPRACTICE

1. The following is added to Paragraph 1. Insuring Agreement of COVERAGE A BODILY

COMMERCIAL GENERAL LIABILITY

INJURY AND PROPERTY DAMAGE LIABILITY in COVERAGES (Section I):

"Bodily injury" arising out of the rendering of, or failure to render, "first aid" or "Good Samaritan services" to a person, other than a co-"employee" or "volunteer worker", will be deemed to be caused by an "occurrence". For the purposes of determining the applicable limits of insurance, any act or omission together with all related acts or omissions in the furnishing of the services to any one person will be deemed one "occurrence".

2. As used in this Provision B:
 - a. "First aid" means medical or nursing service, treatment, advice or instruction; the related furnishing of food or beverages; the furnishing or dispensing of drugs or medical supplies or appliances;
 - b. "Good Samaritan services" means those medical services rendered or provided in an emergency and for which no remuneration is demanded or received.
3. Paragraph 2.a.(1)(d) of WHO IS AN INSURED (Section II) does not apply to any of your "employees", who are not employed as a doctor or nurse by you, but only while performing the services described in Paragraph 1. above and while acting within the scope of their employment by you. Any such "employees" rendering "Good Samaritan services" will be deemed to be acting within the scope of their employment by you.
4. The following exclusion is added to Paragraph 2. Exclusions of **COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY in COVERAGES (Section I)**:

Sale of Pharmaceuticals

"Bodily injury" or "property damage" arising out of the willful violation of a penal statute or ordinance relating to the sale of pharmaceuticals committed by or with the knowledge or consent of the insured.

5. The insurance provided by this Provision B. shall be excess over any valid and collectible other insurance available to the insured, whether primary, excess, contingent or on any other basis, except for insurance purchased specifically by you to apply in excess of the Limits of Insurance shown in the Declarations for this Coverage Part.

C. REASONABLE FORCE - BODILY INJURY OR PROPERTY DAMAGE

The Expected Or Intended Injury Exclusion in Paragraph 2. Exclusions of **COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY in COVERAGES (Section I)** is deleted and replaced by the following:

Expected Or Intended Injury Or Damage

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect any person or property.

D. NON-OWNED WATERCRAFT - INCREASED TO UP TO 75 FEET

1. The exception contained in Subparagraph (2) of the Aircraft, Auto Or Watercraft Exclusion in 2. Exclusions of **COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY in COVERAGES (Section I)** is deleted and replaced by the following:

(2) A watercraft you do not own that is:

- (a) Less than 75 feet long; and
- (b) Not being used to carry persons or property for a charge.

2. Only as respects the insurance provided by this Provision D., WHO IS AN INSURED (Section II) is amended to include as an insured any person who, with your expressed or implied consent, either uses or is responsible for the use of the watercraft.

3. The insurance provided by this Provision D. shall be excess over any valid and collectible other insurance available to the insured, whether primary, excess, contingent or on any other basis, except for insurance purchased specifically by you to apply in excess of the Limits of Insurance shown in the Declarations for this Coverage Part.

E. AIRCRAFT CHARTERED WITH CREW

1. The following is added to the exceptions contained in the Aircraft, Auto Or Watercraft Exclusion in Paragraph 2. Exclusions of **COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY in COVERAGES (Section I)**:

Aircraft chartered with crew, including a pilot, to any insured.

2. This Provision E. does not apply if the chartered aircraft is owned by any insured.
3. The insurance provided by this Provision E. shall be excess over any valid and collectible other insurance available to the insured, whether primary, excess, contingent or on any other basis, except for insurance purchased specifically by you to apply in excess of the Limits of Insurance shown in the Declarations for this Coverage Part.

F. EXTENSION OF COVERAGE - DAMAGE TO PREMISES RENTED TO YOU

1. The last paragraph of **COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY** in **COVERAGES (Section I)** is deleted and replaced by the following:

Exclusions c. through n. do not apply to damage to premises while rented to you, or temporarily occupied by you with permission of the owner, caused by:

- a. Fire;
- b. Explosion;
- c. Lightning;
- d. Smoke resulting from such fire, explosion, or lightning; or
- e. Water.

A separate limit of insurance applies to this coverage as described in **LIMITS OF INSURANCE (Section III)**.

2. The insurance under this Provision F. does not apply to damage to premises while rented to you, or temporarily occupied by you with permission of the owner, caused by:
 - a. Rupture, bursting, or operation of pressure relief devices;
 - b. Rupture or bursting due to expansion or swelling of the contents of any building or structure, caused by or resulting from water, or
 - c. Explosion of steam boilers, steam pipes, steam engines, or steam turbines.
3. Paragraph 6. of **LIMITS OF INSURANCE (Section III)** is deleted and replaced by the following:

Subject to 5. above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage A for the sum of all damages because of "properly damage" to

any one premises while rented to you, or temporarily occupied by you with permission of the owner, caused by: fire; explosion; lightning; smoke resulting from such fire, explosion, or lightning; or water. The Damage To Premises Rented To You Limit will apply to all "property damage" proximately caused by the same "occurrence", whether such damage results from: fire; explosion; lightning; smoke resulting from such fire, explosion, or lightning; or water; or any combination of any of these causes.

The Damage To Premises Rented To You Limit will be the higher of:

- a. \$1,000,000; or
 - b. The amount shown for the Damage To Premises Rented To You Limit in the Declarations for this Coverage Part.
4. Paragraph a. of the definition of "insured contract" in **DEFINITIONS (Section V)** is deleted and replaced by the following:
 - a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage to premises while rented to you, or temporarily occupied by you with permission of the owner, caused by: fire; explosion; lightning; smoke resulting from such fire, explosion, or lightning; or water is not an "insured contract";
 5. This Provision F. does not apply if coverage for Damage To Premises Rented To You of **COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY** in **COVERAGES (Section I)** is excluded by another endorsement to this Coverage Part.

G. MALICIOUS PROSECUTION - EXCEPTION TO KNOWING VIOLATION OF RIGHTS OF ANOTHER EXCLUSION

The following is added to the **Knowing Violation Of Rights Of Another Exclusion** in 2. Exclusions of **COVERAGE B PERSONAL INJURY, ADVERTISING INJURY AND WEB SITE INJURY LIABILITY** of the **WEB XTEND LIABILITY Endorsement**:

This exclusion does not apply to "personal injury" caused by malicious prosecution.

COMMERCIAL GENERAL LIABILITY

H. MEDICAL PAYMENTS LIMIT

The Medical Expense Limit shown in the Declarations for this Coverage Part is increased to \$10,000.

I. INCREASED SUPPLEMENTARY PAYMENTS

Paragraphs 1.b. and 1.d. of SUPPLEMENTARY PAYMENTS - COVERAGES A AND B in COVERAGES (Section I) are amended as follows:

1. In Paragraph 1.b., the amount we will pay for the cost of bail bonds is increased to \$2500.
2. In Paragraph 1.d., the amount we will pay for loss of earnings is increased to \$500 a day.

J. ADDITIONAL INSURED - OWNER, MANAGER OR LESSOR OF PREMISES

1. WHO IS AN INSURED (Section II) is amended to include as an insured:

Any person or organization that you have agreed in a contract or agreement to include as an additional insured on this Coverage Part, but:

- a. Only with respect to liability for "bodily injury" or "property damage" that occurs, or "personal injury" caused by an offense committed, after you have entered into that contract or agreement; and
 - b. Only if the "bodily injury", "property damage" or "personal injury" is caused, in whole or in part, by acts or omissions of you or any person or organization performing operations on your behalf, and arises out of the ownership, maintenance or use of that part of any premises leased to you under that contract or agreement.
2. The insurance provided to such additional insured under this Provision J. is subject to the following provisions:
 - a. The limits of insurance afforded to such additional insured shall be the limits which you agreed to provide in the contract or agreement, or the limits shown in the Declarations for this Coverage Part, whichever are less; and
 - b. The insurance afforded to such additional insured does not apply to:
 - (1) Any "bodily injury" or "property damage" that occurs, or "personal injury" caused by an offense committed, after you cease to be a tenant in that premises;

- (2) Any structural alterations, new construction or demolition operations performed by or on behalf of such additional insured; or

- (3) Any premises for which coverage is excluded by another endorsement to this Coverage Part.

3. This Provision J. does not apply on any basis to any person or organization for which coverage as an additional insured specifically is added by another endorsement to this Coverage Part.

K. ADDITIONAL INSURED - LESSOR OF LEASED EQUIPMENT

1. WHO IS AN INSURED (Section II) is amended to include as an insured:

Any person or organization that you have agreed in a contract or agreement to include as an additional insured on this Coverage Part, but:

- a. Only with respect to liability for "bodily injury" or "property damage" that occurs, or "personal injury" caused by an offense committed, after you have entered into that contract or agreement; and
- b. Only if the "bodily injury", "property damage" or "personal injury" is caused, in whole or in part, by acts or omissions of you or any person or organization performing operations on your behalf, in the maintenance, operation or use of equipment leased to you by such additional insured.

2. The insurance provided to such additional insured under this Provision K. is subject to the following provisions:

- a. The limits of insurance afforded to such additional insured shall be the limits which you agreed to provide in the contract or agreement, or the limits shown in the Declarations for this Coverage Part, whichever are less; and

- b. The insurance afforded to such additional insured does not apply:

- (1) To any "bodily injury" or "property damage" that occurs, or "personal injury" caused by an offense committed, after the equipment lease expires; or

(2) If the equipment is leased with an operator.

3. This Provision K. does not apply on any basis to any person or organization for which coverage as an additional insured specifically is added by another endorsement to this Coverage Part.

L. ADDITIONAL INSURED – STATE OR POLITICAL SUBDIVISIONS – PERMITS RELATING TO PREMISES

The following is added to Paragraph 2. of WHO IS AN INSURED (Section II) to include as an insured:

Any state or political subdivision that has issued a permit in connection with premises owned or occupied by, or rented or loaned to, you, but only with respect to "bodily injury", "property damage", "personal injury" or "advertising injury" arising out of the existence, ownership, use, maintenance, repair, construction, erection or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hold away openings, sidewalk vaults, elevators, street banners or decorations for which that state or political subdivision has issued such permit.

M. ADDITIONAL INSURED – STATE OR POLITICAL SUBDIVISIONS – PERMITS RELATING TO OPERATIONS

The following is added to Paragraph 2. of WHO IS AN INSURED (Section II) to include as an insured:

Any state or political subdivision that has issued a permit, but only with respect to "bodily injury", "property damage", "personal injury" or "advertising injury" arising out of operations performed by you or on your behalf for which that state or political subdivision has issued such permit. However, no such state or political subdivision is an insured for:

1. "Bodily injury", "property damage", "personal injury" or "advertising injury" arising out of operations performed for that state or political subdivision; or
2. "Bodily injury" or "property damage" included within the "products – completed operations hazard"

N. ADDITIONAL INSURED – ARCHITECT, ENGINEER OR SURVEYOR

1. The following is added to Paragraph 2. of WHO IS AN INSURED (Section II) to include as an insured:

Any architect, engineer or surveyor engaged by or for you that you agree in a "contract or agreement requiring insurance" to include as an additional insured on this Coverage Part, but only with respect to liability for "bodily injury", "property damage" or "personal injury" that is caused, in whole or in part, by acts or omissions of you or any person or organization acting on your behalf in connection with your premises or "your work".

2. This Provision N. does not apply on any basis to any person or organization for which coverage as an additional insured specifically is added by another endorsement to this Coverage Part.

O. WHO IS AN INSURED – NEWLY ACQUIRED OR FORMED ORGANIZATIONS

1. Paragraph 4.a. of WHO IS AN INSURED (Section II) is deleted and replaced by the following:

a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier. Any such newly acquired or formed organization that you report in writing to us within 180 days after you acquire or form the organization will be covered under this provision until the end of the policy period, even if there are more than 180 days remaining until the end of the policy period;

2. This Provision O. does not apply to any organization for which coverage is excluded by another endorsement to this Coverage Part.

P. WHO IS AN INSURED – UNNAMED PARTNERSHIP OR JOINT VENTURE – EXCESS

1. The last paragraph of WHO IS AN INSURED (Section II) is deleted and replaced by the following:

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Common Policy Declarations.

COMMERCIAL GENERAL LIABILITY

However, this exclusion does not apply to your liability with respect to your conduct of the business of any current or past partnership or joint venture:

- a. That is not shown as a Named Insured in the Common Policy Declarations, and
 - b. In which you are a member or partner where each and every one of your co-ventures in that joint venture is an architectural, engineering, or surveying firm.
2. This Provision P. does not apply to any person or organization for which coverage is excluded by another endorsement to this Coverage Part.
 3. The insurance provided by this Provision P. shall be excess over any valid and collectible other insurance, whether primary, excess, contingent or on any other basis, which is available covering your liability with respect to your conduct of the business of any current or past partnership or joint venture that is not shown as a Named Insured in the Common Policy Declarations and which is issued to such partnership or joint venture.

Q. PER PROJECT GENERAL AGGREGATE LIMIT

1. Paragraph 2. of LIMITS OF INSURANCE (Section III) is deleted and replaced by the following:

The General Aggregate Limit is the most we will pay for the sum of:

- a. Damages under Coverage B; and
 - b. Damages from "occurrences" under Coverage A and for all medical expenses caused by accidents under Coverage C which cannot be attributed only to operations at a single "project".
2. The following is added to LIMITS OF INSURANCE (Section III):

A separate Per Project General Aggregate Limit applies to each "project" for all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Coverage A and for all medical expenses caused by accidents under Coverage C which can be attributed only to operations at a single "project", and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations for this Coverage Part.

Any payments made under Coverage A for damages and under Coverage C for medical expenses shall reduce the Per Project General Aggregate Limit for that "project", but shall not reduce:

- a. Any other Per Project General Aggregate Limit for any other "project";
- b. The General Aggregate Limit; or
- c. The Products-Completed Operations Aggregate Limit.

The limits shown in the Declarations for this Coverage Part for Each Occurrence, Damage To Premises Rented To You and Medical Expense are also subject to the Per Project General Aggregate Limit when the Per Project General Aggregate Limit applies.

3. As used in the Provision Q.:

"Project" means an area away from premises owned by or rented to you at which you are performing operations pursuant to a contract or agreement. For the purposes of determining the applicable aggregate limit of insurance, each "project" that includes premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad shall be considered a single "project".

R. KNOWLEDGE AND NOTICE OF OCCURRENCE OR OFFENSE

The following is added to Paragraph 2. Duties In The Event of Occurrence, Offense, Claim Or Suit of COMMERCIAL GENERAL LIABILITY CONDITIONS (Section IV):

Notice of an "occurrence" or of an offense which may result in a claim must be given as soon as practicable after knowledge of the "occurrence" or offense has been reported to you, one of your "executive officers" (if you are a corporation), one of your partners who is an individual (if you are a partnership), one of your managers (if you are a limited liability company), one of your trustees who is an individual (if you are a trust), or an "employee" (such as an insurance, loss control or risk manager or administrator) designated by you to give such notice.

Knowledge by any other "employee" of an "occurrence" or offense does not imply that you also have such knowledge.

Notice of an "occurrence" or of an offense which may result in a claim will be deemed to be given as soon as practicable to us if it is given in good faith as soon as practicable to your workers' compensation, accident, or health insurer. This applies only if you subsequently give notice of the "occurrence" or offense to us as soon as practicable after you, one of your "executive officers" (if you are a corporation), one of your partners who is an individual (if you are a partnership), one of your managers (if you are a limited liability company), one of your trustees who is an individual (if you are a trust), or an "employee" (such as an insurance, loss control or risk manager or administrator) designated by you to give such notice discovers that the "occurrence" or offense may involve this policy.

S. UNINTENTIONAL OMISSION

1. The following is added to Paragraph 6. Representations of COMMERCIAL GENERAL LIABILITY CONDITIONS (Section IV):

The unintentional omission of, or unintentional error in, any information provided by you which we relied upon in issuing this policy shall not prejudice your rights under this insurance.

2. This Provision S. does not affect our right to collect additional premium or to exercise our right of cancellation or nonrenewal in accordance with applicable insurance laws or regulations.

T. WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US WHEN REQUIRED BY CONTRACT OR AGREEMENT

The following is added to Paragraph 8. Transfer of Rights of Recovery Against Others to Us of COMMERCIAL GENERAL LIABILITY CONDITIONS (Section IV):

We waive any rights of recovery we may have against any person or organization because of payments we make for "bodily injury", "property damage", "personal injury" or "advertising injury" arising out of:

1. Premises owned by you, temporarily occupied by you with permission of the owner, or leased or rented to you;
2. Ongoing operations performed by you, or on your behalf, under a contract or agreement with that person or organization;
3. "Your work"; or

4. "Your products".

We waive these rights only where you have agreed to do so as part of a contract or agreement entered into by you before, and in effect when, the "bodily injury" or "property damage" occurs, or the "personal injury" offense or "advertising injury" offense is committed.

U. AMENDED BODILY INJURY DEFINITION

The definition of "bodily injury" in DEFINITIONS (Section V) is deleted and replaced by the following:

"Bodily injury" means:

- a. Physical harm, including sickness or disease, sustained by a person;
- b. Mental anguish, injury or illness, or emotional distress, resulting at any time from such physical harm, sickness or disease; or
- c. Care, loss of services or death resulting at any time from such physical harm, sickness or disease.

V. AMENDED INSURED CONTRACT DEFINITION - RAILROAD EASEMENT

1. Subparagraph c. of the definition of "insured contract" in DEFINITIONS (Section V) is deleted and replaced by the following:

- c. Any easement or license agreement;

2. Subparagraph f.(1) of the definition of "insured contract" in DEFINITIONS (Section V) is deleted.

W. AMENDED PROPERTY DAMAGE DEFINITION - TANGIBLE PROPERTY

The definition of "property damage" in DEFINITIONS (Section V) is deleted and replaced by the following:

"Property damage" means:

- a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or
- b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the "occurrence" that caused it.

For the purposes of this insurance, tangible property does not include data.

COMMERCIAL GENERAL LIABILITY

X. The following definition is added to **SECTION V – DEFINITIONS:**

"Contract or agreement requiring insurance" means that part of any contract or agreement under which you are required to include a person or organization as an additional insured on this Coverage Part, provided that the "bodily injury"

and "property damage" occurs, and the "personal injury" is caused by an offense committed.

- a. After you have entered into that contract or agreement;
- b. While that part of the contract or agreement is in effect; and
- c. Before the end of the policy period.

COMMERCIAL GENERAL LIABILITY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

OTHER INSURANCE – ADDITIONAL INSURED

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

PROVISIONS

COMMERCIAL GENERAL LIABILITY CONDITIONS (Section IV), Paragraph 4. (Other Insurance), is amended as follows:

- 1. The following is added to Paragraph a. Primary Insurance:

However, if you specifically agree in a written contract or written agreement that the insurance provided to an additional insured under this Coverage Part must apply on a primary basis, or a primary and non-contributory basis, this insurance is primary to other insurance that is available to such additional insured which covers such additional insured as a named insured, and we will not share with that other insurance, provided that:

- a. The "bodily injury" or "property damage" for which coverage is sought occurs; and

- b. The "personal injury" or "advertising injury" for which coverage is sought arises out of an offense committed

subsequent to the signing and execution of that contract or agreement by you.

- 2. The first Subparagraph (2) of Paragraph b. Excess Insurance regarding any other primary insurance available to you is deleted.

- 3. The following is added to Paragraph b. Excess Insurance, as an additional subparagraph under Subparagraph (1):

That is available to the insured when the insured is added as an additional insured under any other policy, including any umbrella or excess policy.

INSURED: Cumming Construction Management, Inc.

POLICY #: BA8123P391

POLICY PERIOD: 12/31/2015

TO 12/31/2016

COMMERCIAL AUTO

CA 20 48 02 99

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED

This endorsement modifies insurance provided under the following:

- BUSINESS AUTO COVERAGE FORM
- GARAGE COVERAGE FORM
- MOTOR CARRIER COVERAGE FORM
- TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" under the Who Is An Insured Provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

	Countersigned By: BARNEY & BARNEY, LLC <div style="text-align: right;">(Authorized Representative)</div>

SCHEDULE

Name of Person(s) or Organization(s) :

Any person or organization where the named insured has agreed by written contract executed prior to the date of the accident, to provide additional insured status to such person or organization.

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to the endorsement.)

Each person or organization shown in the Schedule is an "insured" for Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured Provision contained in **Section II** of the Coverage Form.

INSURED: Cumming Construction Management, Inc.

POLICY #: 6809104M463CA

POLICY PERIOD: 12/31/2015

TO 12/31/2016

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**DESIGNATED ENTITY – NOTICE OF
CANCELLATION/NONRENEWAL PROVIDED BY US**

This endorsement modifies insurance provided under the following:

ALL COVERAGE PARTS INCLUDED IN THIS POLICY

SCHEDULE

CANCELLATION: 30 **Number of Days Notice of Cancellation:**
NONRENEWAL: **Number of Days Notice of Nonrenewal:**
PERSON OR ORGANIZATION:

Oakland Unified School District

Attn: Risk Management
955 High Street
Oakland, CA 94601

ADDRESS:

PROVISIONS:

- A.** If we cancel this policy for any statutorily permitted reason other than nonpayment of premium, and a number of days is shown for cancellation in the schedule above, we will mail notice of cancellation to the person or organization shown in the schedule above. We will mail such notice to the address shown in the schedule above at least the number of days shown for cancellation in the schedule above before the effective date of cancellation.
- B.** If we decide to not renew this policy for any statutorily permitted reason, and a number of days is shown for nonrenewal in the schedule above, we will mail notice of the nonrenewal to the person or organization shown in the schedule above. We will mail such notice to the address shown in the schedule above at least the number of days shown for nonrenewal in the schedule above before the expiration date.

INSURED: Cumming Construction Management, Inc.

POLICY #: XJUB3390T680

POLICY PERIOD: 12/31/2015

TO 12/31/2016



**WORKERS COMPENSATION
AND
EMPLOYERS LIABILITY POLICY
ENDORSEMENT WC 99 06 11 (A)**

NOTICE OF CANCELLATION

Except for non-payment of premium by you, we agree that no cancellation or limitation of this policy shall become effective until the number of day's written notice specified in item 2 of the Schedule has been mailed to you and to the person or organization designated in item 1 of the Schedule at the address indicated.

SCHEDULE

1. Name: ANY PERSON OR ORGANIZATION TO WHOM YOU HAVE AGREED IN A WRITTEN CONTRACT THAT NOTICE OF CANCELLATION OR MATERIAL LIMITATION OF THIS POLICY WILL BE GIVEN, BUT ONLY IF;
 1. YOU SEND US A WRITTEN REQUEST TO PROVIDE SUCH NOTICE, INCLUDING THE NAME AND ADDRESS OF SUCH PERSON OR ORGANIZATION, AFTER THE FIRST NAMED INSURED RECEIVES NOTICE FROM US OF THE CANCELLATION OR MATERIAL LIMITATION OF THIS POLICY; AND 2. WE RECEIVED SUCH WRITTEN REQUEST AT LEAST 14 DAYS BEFORE THE BEGINNING OF THE APPLICABLE NUMBER OF DAYS SHOWN IN THIS SCHEDULE.

Address: THE ADDRESS FOR THAT PERSON OR ORGANIZATION INCLUDED IN SUCH WRITTEN REQUEST FROM YOU TO US.

2. Number of Days Written Notice: 30 Additional Days

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective

Policy No.

Endorsement No.

Insured

Premium \$

Insurance Company

Countersigned by _____



Department of Facilities Planning and Management

ROUTING FORM

Project Information

Project Name Facilities Planning and Management

Site 918

Basic Directions

Services cannot be provided until the contract is fully approved and a Purchase Order has been issued.

- Attachment Checklist: Proof of general liability insurance, Workers compensation insurance certification

Contractor Information

Contractor Name Cummings Corporation CM, Agency's Contact John Olsson, OUSD Vendor ID #, Vendor Title: Construction Management, Address 530 Lakeside Drive, Suite 140 Sunnyvale, CA 94085, Telephone (408) 769-6942, Policy Expires: 12-31-2016, Contractor History Previously been an OUSD contractor?, OUSD Project # 00918

Term

Date Work Will Begin 12/1/2016, Date Work Will End By 12/1/2017 (not more than 5 years from start date)

Compensation

Total Contract Amount, Total Contract Not To Exceed \$900,000.00, Pay Rate Per Hour (if Hourly), If Amendment, Changed Amount, Other Expenses, Requisition Number

Budget Information

If you are planning to multi-fund a contract using LFP funds, please contact the State and Federal Office before completing requisition.

Table with 5 columns: Resource #, Funding Source, Org Key, Object, Amount. Row 1: 9450, Fund 21, Measure J, 9189905809, 5825, \$900,000.00

Approval and Routing (in order of approval steps)

Services cannot be provided before the contract is fully approved and a Purchase Order is issued. Signing this document affirms that to your knowledge services were not provided before a PO was issued.

- 1. Division Head, Director, Department of Facilities Planning and Management, Signature, Date Approved 11/9/16
2. General Counsel, Department of Facilities Planning and Management, Signature, Date Approved 11-14-16
3. Deputy Chief, Department of Facilities Planning and Management, Signature, Date Approved
4. Senior Business Officer, Board of Education, Signature, Date Approved
5. President, Board of Education, Signature, Date Approved