

| Board Office Use: <b>Legislative File Info.</b> |            |
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| File ID Number                                  | 26-1509    |
| Introduction Date                               | 06-24-2026 |
| Enactment Number                                |            |
| Enactment Date                                  |            |



# Memo

**To** Board of Education

**From** Facilities Committee  
Valarie Bachelor, Chairperson  
Clifford Thompson  
Patrice Berry

**Board Meeting Date** June 24, 2026

**Subject** Construction Management Services Agreement – Cumming Management Group, Inc. -  
Division of Facilities Planning and Management

**Action Requested** Approval by the Board of Education of Construction Management Services Agreement between the **District** and **Cumming Management Group, Inc., Oakland, CA**, for the latter to provide planning, coordination and construction management through the completion of the District's Measure J and commencement of Measure Y Bond Programs, for the Construction Management Services for Facilities Planning & Management Project, in the **not to exceed amount of \$8,639,911.00**, with work scheduled to commence on **July 1, 2026, and scheduled to last until June 30, 2028**, pursuant to the Agreement.

**Discussion** The consultant will provide Construction Management Services for the District.

**LBP (Local Business Participation Percentage)** 100.0%

**Recommendation** Approval by the Board of Education of Construction Management Services Agreement between the District and Cumming Management Group, Inc., Oakland, CA, for the latter to provide planning, coordination and construction management through the completion of the District's Measure J and commencement of Measure Y Bond Programs, for the Construction Management Services for Facilities Planning & Management Project, in the not to exceed amount of \$8,639,911.00, with work scheduled to commence on July 1, 2026, and scheduled to last until June 30, 2028, pursuant to the Agreement.

**Fiscal Impact** Fund 21, Measure Y

**Attachments**

- Agreement
- Proposal & Fee schedule
- Insurance Certificate



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

**Legislative File ID No.** 26-1509

**Department:** Division of Facilities Planning and Management

**Vendor Name:** Cumming Management Group, Inc.

**Project Name:** Construction Management Services

**Project No.:** 00918

**Contract Term:** Intended Start: 07-01-2026 Intended End: 06-30-2028

**Total Cost Over Contract Term:** \$8,639,911.00

**Approved by:** Preston Thomas

Is Vendor a local Oakland Business or has it met the requirements of the

**Local Business Policy?**  Yes (No if Unchecked)

**How was this contractor or vendor selected?**

The District wishes to continue the services provided by Cumming Management Group, Inc. who was first selected to provide services through an RFP process that was issued on April 15, 2021.

**Summarize the services or supplies this contractor or vendor will be providing.**

Provide planning, coordination, and construction management through the completion of the District's Measure J and commencement of Measure Y Bond Programs.

**Was this contract competitively bid?**  Check box for "Yes" (If "No," leave box unchecked)

If "No," please answer the following questions:

1) How did you determine the price is competitive?

2) Please check the competitive bidding exception relied upon:

Construction Contract:

- Price is at or under UPCCAA threshold of \$75,000 (as of 1/1/25)
- CMAS contract [may only include “incidental work or service”] (Public Contract Code §§10101(a) and 10298(a)) – *contact legal counsel to discuss if applicable*
- Emergency contract (Public Contract Code §§22035 and 22050) – *contact legal counsel to discuss if applicable*
- No advantage to bidding (including sole source) – *contact legal counsel to discuss if applicable*
- Completion contract – *contact legal counsel to discuss if applicable*
- Lease-leaseback contract RFP process – *contact legal counsel to discuss if applicable*
- Design-build contract RFQ/RFP process – *contact legal counsel to discuss if applicable*
- Energy service contract – *contact legal counsel to discuss if applicable*
- Other: \_\_\_\_\_ – *contact legal counsel to discuss if applicable*

Consultant Contract:

- Architect, engineer, construction project manager, land surveyor, or environmental services – selected (a) based on demonstrated competence and professional qualifications (Government Code §4526), ~~and (b) using a fair, competitive RFP selection process (Government Code §§4529.10 et seq.)~~
- Architect or engineer *when state funds being used* – selected (a) based on demonstrated competence and professional qualifications (Government Code §4526), (b) using a fair, competitive RFP selection process (Government Code §§4529.10 et seq.), **and** (c) using a competitive process consistent with Government Code §§4526-4528 (Education Code §17070.50)
- Other professional or specially trained services or advice – no bidding or RFP required (Public Contract Code §20111(d) and Government Code §53060) – *contact legal counsel to discuss if applicable*
- For services other than above, the cost of services is \$114,800 or less (as of 1/1/25)
- No advantage to bidding (including sole source) – *contact legal counsel to discuss if applicable*

Purchasing Contract:

- Price is at or under bid threshold of \$114,800 (as of 1/1/25)
- Certain instructional materials (Public Contract Code §20118.3)
- Data processing systems and supporting software – choose one of three lowest bidders (Public Contract Code §20118.1)

- Electronic equipment – competitive negotiation (Public Contract Code §20118.2) – *contact legal counsel to discuss if applicable*
- CMAS contract [may only include “incidental work or service”] (Public Contract Code §§10101(a) and 10298(a)) – *contact legal counsel to discuss if applicable*
- Piggyback contract for purchase of personal property (Public Contract Code §20118) – *contact legal counsel to discuss if applicable*
- Supplies for emergency construction contract (Public Contract Code §§22035 and 22050) – *contact legal counsel to discuss if applicable*
- No advantage to bidding (including sole source) – *contact legal counsel to discuss if applicable*
- Other: \_\_\_\_\_

Maintenance Contract:

- Price is at or under bid threshold of \$114,800 (as of 1/1/25)
- No advantage to bidding (including sole source) – *contact legal counsel to discuss*
- Other: \_\_\_\_\_

3) Explain in detail the facts that support the applicability of the exception marked above:

- Architect, engineer, construction project manager, land surveyor, or environmental services – selected (a) based on demonstrated competence and professional qualifications (Government Code §4526)

## CONSTRUCTION MANAGEMENT AGREEMENT

This Construction Management Agreement (“Agreement”) is made and entered into effective **July 1, 2026**, by and between the Oakland Unified School District (“District”) and **Cumming Management Group, Inc.** (“Construction Manager”).

**NOW, THEREFORE**, the parties agree as follows:

1. **RETENTION OF CONSTRUCTION MANAGER.**

District and Construction Manager agree that Construction Manager shall be retained to assist District staff in the development and construction of some or all construction sites, improvements, and contracts for the District under **Measure J and commencement of Measure Y Bond Programs** (the “Projects,” with a single one referred to as “Project”). A Project may consist of general planning services for the overall construction program rather than a particular construction site or improvement. Construction Manager shall perform its services under this Agreement through June 30, 2028, for every Project that is assigned to it by the District in writing (“Assignment”), and the Construction Manager shall be one of the District’s representatives and agents for each such Project.

To be valid and enforceable, each Assignment shall be signed by the District’s Chief Systems & Services Officer and the Construction Manager’s representative prior to performance of any of the services required for the Project being assigned. Each Assignment shall state (A) a schedule for performance of the services required for the Project being assigned; (B) the number of full-time employees that the Construction Manager shall assign to the Project; (C) a detailed description of the scope of services required for the Assignment; (D) Construction Manager’s total not-to-exceed compensation for its Basic Services on the Project, which shall be based on Construction Manager’s written estimate of the maximum total cost of its Basic Services on the Project, which estimate shall include contingency compensation in the event that more time and costs than originally anticipated may be necessary to complete the Basic Services; (E) Construction Manager’s total not-to-exceed compensation for its Reimbursable Expenses on the Project; and (F) Construction Manager’s total not-to-exceed compensation for its Additional Services on the Project.

The not-to-exceed amount of compensation in an Assignment for Basic Services shall not, when combined with the not-to-exceed amounts of compensation for Basic Services in all previous Assignments, exceed the not-to-exceed amount of compensation for Basic Services under this Agreement (see Section 2.A, below). The not-to-exceed amount of compensation in an Assignment for Reimbursable Expenses shall not, when combined with the not-to-exceed amounts of compensation for Reimbursable Expenses in all previous Assignments, exceed the not-to-exceed amount of compensation for Reimbursable Expenses under this Agreement (see Section 2.B below). The not-to-exceed amount of compensation in an Assignment for Additional Services shall not, when combined with the not-to-exceed amounts of compensation for Additional Services in all previous Assignments, exceed the not-to-exceed amount of compensation for Additional

Services under this Agreement (see Section 2.F below).

Prior to execution of an Assignment, Construction Manager shall submit its calculations, and any other documentation required, to reasonably support its estimate of the total cost of its services for the assigned Project. This documentation shall include the anticipated work hours required to provide Construction Management services for each phase of the assigned Project, including but not limited to pre-design, design, plan check, bidding, construction, and post-construction. If Construction Manager reaches a not-to-exceed amount set forth in an Assignment before its services under the Assignment are complete, Construction Manager shall complete its services under the Assignment and shall not be entitled to any further compensation related to that not-to-exceed amount.

However, the execution and approval of this Agreement is not a guarantee that a Project will be assigned to Construction Manager.

The term of this Agreement shall be through final completion of the Projects and all applicable warranty periods, which includes completion of all financial transactions (i.e., all progress and final payments, release of retention, change orders and any claims), except that such term may not exceed five years from the effective date of this Agreement.

Construction Manager, and its subconsultants, shall not be allowed to bid on any of the Projects' construction work.

Construction Manager shall comply with any applicable prevailing wage laws.

## 2. **PAYMENT OF CONSTRUCTION MANAGER.**

**A.** For satisfactory performance of the services required by this Agreement (“Basic Services”) for all Assignments under this Agreement, Construction Manager shall be compensated according to its hourly rate schedule (see *Exhibit A*, attached) and the hours worked (measured in tenths of an hour). Construction Manager’s total compensation for its Basic Services on all Assignments combined under this Agreement shall not exceed **Eight Million Six Hundred Thirty-Nine Thousand Nine Hundred Eleven Dollars (\$8,639,911.00)**.

**B.** District shall reimburse Construction Manager for reimbursable expenses, as defined below, as provided in each Assignment for a particular Project. Reimbursable expenses are those out-of-pocket expenses Construction Manager directly incurs in performing this Agreement. Reimbursable expenses for this Project are limited to job office/trailer, site move in/out, trailer utilities, phone, phone system, fax, copier, miscellaneous blueprints, postage, messenger, computers, vehicle mileage, supplies, furniture, preconstruction expense, and miscellaneous expense. Reimbursable expenses do not include indirect costs, such as general overhead (for example, home office overhead, or insurance premiums), for which Construction Manager must pay out of its compensation for services under Section A., above. Reimbursable expenses do not include general conditions construction work (including but not limited to equipment rentals, temporary toilets, dust control, temporary barricades, site security, worker

safety, temporary water, temporary power, and janitorial and debris services), which shall be included in the bid package to be awarded. Total compensation to Construction Manager for Reimbursable Expenses on all Assignments combined under this Agreement shall not exceed Zero dollars (\$0.00).

**C.** For each Assignment, Construction Manager shall submit monthly invoices for its time and reimbursable expenses. The invoices shall list the employees, their services performed each day, their hours spent on each service, and all reimbursable expenses for the previous calendar month. If District disputes a portion of the invoice, it shall notify Construction Manager within twenty (20) days and meet and confer with Construction Manager to resolve the dispute. District shall pay the undisputed amount of any invoice within thirty (30) days of receipt of the invoice. Failure of District to dispute an invoice within twenty (20) days shall not act as a waiver of District's rights to later challenge the validity of the invoice and to withhold the potentially invalid portion.

**D.** For any preconstruction phase of Construction Manager's work, Construction Manager may only invoice fifteen percent (15%) of the total not-to-exceed compensation.

**E.** District may withhold from any payments to Construction Manager for an Assignment to the extent that Construction Manager's wrongful acts or omissions under any Assignment under the Agreement caused District to incur damages or costs, including but not limited to withholding the full amount of any change order necessitated by an error or omission in the Contract Documents. ("Contract Documents" means all documents that are incorporated into the construction agreement between the District and the Contractor for the Project, including plans and specifications; and "Contractor" means the prime contractor.)

**F.** Construction Manager may separately invoice, on an hourly basis, for services on a Project that it performs at District's written direction that are outside the scope of the services described in the Assignment for that Project ("Additional Services"). Prior to performing these services for a Project, Construction Manager must (1) provide District with written notice stating that the requested services are Additional Services and stating a not-to-exceed amount for performing the Additional Services, and (2) receive written authorization from the District to perform the Additional Services at the not-to-exceed amount of compensation. Invoices for Additional Services are also subject to the dispute procedures in Section 2.C., above. Construction Manager shall not be compensated for any Additional Services required as a result of Construction Manager's wrongful acts or omissions in breach of this Agreement, the applicable standard of care, or the law. Total compensation to Construction Manager for Additional Services on all Assignments combined under this Agreement shall not exceed Zero dollars (\$0.00).

**G.** The total not-to-exceed price under this Agreement based on Sections 2.A, 2.B, and 2.F is **Eight Million Six Hundred Thirty-Nine Thousand Nine Hundred Eleven Dollars (\$8,639,911.00)**. District has the right to audit Construction Manager's records regarding any of the services Construction Manager performs for District on this Project.

3. **DUTIES AND RESPONSIBILITIES OF CONSTRUCTION MANAGER.**

**A. General Duties and Responsibilities.**

As may be directed by the District for a Project, Construction Manager will administer all phases of construction activities to achieve the completion of the construction contracts and the Project in accordance with the requirements of this Agreement and in accordance with the reasonable care of a professional construction manager in the circumstances of this Project. All services Construction Manager performs under this Agreement shall be conducted in a manner consistent with the terms of this Agreement and with the level of care and skill ordinarily exercised by construction managers, on similar projects in California with similar complexity and with similar agreements, who are specially qualified to provide the services the District requires. Construction Manager shall conduct all such services in conformance to, and compliance with, all applicable Federal, State and local laws, including but not limited to statutes, decisions, regulations, building or other codes, ordinances, charters, the Americans with Disabilities Act (“ADA”), the California Public Contract Code, the California Civil Code, and the California Government Code. Construction Manager shall provide other reasonable and necessary services that assist District in maintaining the District’s budget and schedule. Construction Manager shall perform the services set forth in this Agreement as expeditiously as is consistent with the orderly progress of the Project, the applicable standard of care, the timelines of this Project and Agreement, and all applicable law.

1. **Staffing.** Construction Manager shall provide sufficient staffing to timely perform its duties and responsibilities under this Agreement, including coordination of the work to optimize efficiency and minimize conflict and interference between Contractor and, if applicable, Owner’s own forces or any separate contractors also on-site. Construction Manager shall provide sufficient on-site employees to perform its duties and responsibilities under this Agreement, as may be clarified in the Assignment for the Project. All of Construction Manager’s personnel shall be qualified to perform the services they provide for the Project. Construction Manager shall obtain District’s written approval of each employee of Construction Manager who provides services under this Agreement, and written approval for each change of employees who provides such services. District may, upon fifteen (15) days written notice, cause Construction Manager to remove a person from the Project if he/she has failed to perform to District’s satisfaction. Construction Manager shall provide a full-time Project manager during the construction phase with authority to commit resources of Construction Manager to monitor, manage and administer all aspects of this Agreement to help achieve the completion of all construction. Should additional employees be required to timely and fully perform all of the services required under this Agreement and/or to avoid delay occurring, Construction Manager shall provide them immediately.

2. **Disclosure.** Manager shall disclose to District all of Construction Manager’s subconsultants that are performing services related to the Project. Construction Manager shall also disclose to District any compensation related to the Project that Construction Manager receives from parties other than the District so that District may determine if there are any conflicts of interest.

3. Additional Services. If District directs Construction Manager to perform services related to the Project that are not within the scope of this Agreement, Construction Manager shall perform them and invoice the District for such services pursuant to Section 2.F.

4. Obligation to Perform. The Construction Manager shall provide all construction management duties and functions as specifically directed by the District, even if not specifically identified in this Agreement. The Construction Manager shall perform all tasks as directed by the District to complete the Project and Construction Manager's services. The Construction Manager may not cease performance of its services under this Agreement for any reason, including disputes with the District or an alleged breach of contract by the District. The Construction Manager acknowledges that its priority is to ensure completion of the Project on time and on, or under, the District's budget. If the Construction Manager believes that the District owes it additional compensation under this Agreement, the Construction Manager may submit a request for additional compensation, but the Construction Manager may not cease or reduce performance of its services for that reason.

5. Professional Development. Construction Manager shall ensure that its personnel assigned to the Project maintain appropriate professional knowledge, skills, and training relevant to the services to be provided under this Agreement. Construction Manager shall be solely responsible for the costs of any training, continuing education, certifications, or professional development of its personnel, unless the District expressly approves such costs in writing in advance. Upon request, Construction Manager shall provide the District with reasonable information regarding the qualifications, training, and professional development of personnel assigned to the Project.

6. Annual Performance Review. Construction Manager acknowledges that the District may periodically evaluate the performance of Construction Manager and its assigned personnel under this Agreement, including through annual performance reviews or similar feedback processes. Construction Manager shall reasonably cooperate with such evaluations and shall make appropriate representatives available to meet and confer with the District regarding performance, staffing, service levels, and opportunities for improvement. Construction Manager shall give good faith consideration to District feedback and shall take reasonable steps to address identified concerns. Notwithstanding the foregoing, neither Construction Manager nor its personnel shall be deemed District employees by virtue of any such review, and Construction Manager shall remain an independent contractor as provided elsewhere in this Agreement.

**A. Preconstruction, Planning, Design Review, and Bidding Phase.**

The services to be provided during the Preconstruction, Planning, Design Review and Bidding Phases for the Project may include, but are not limited to the following: Planning support for development and finalization of Project scope; review and recommendations during design development; preparation of conceptual and periodic estimates; budget assessment and cost containment advice; value engineering studies and recommendations; and constructability reviews.

1. Construction Management Plan. The Construction Manager shall prepare a construction management plan for the Project. The construction management plan shall (1) provide a preliminary evaluation of the District's schedule, cost and design requirements for the Project; (2) develop an anticipated construction schedule; (3) develop a preliminary cost estimate for each type of work contemplated by the Project; (4) clarify and delineate the Architect's duties, the Contractor's responsibilities, the District's responsibilities, the Construction Manager's responsibilities; and (5) set forth a plan for the administration of all work on the Project. The plan shall provide for Architect and District review and acceptance.

2. Planning and Scope Development. The Construction Manager shall assist the District during the planning phase of the Project in determining, refining, and finalizing the Project scope. Such services may include evaluation of Project needs and priorities, development of preliminary budget estimates, preparation of anticipated timelines and milestone schedules, review of phasing or implementation considerations, and recommendations regarding appropriate procurement strategies. Construction Manager shall provide recommendations intended to support informed District decision making, however, final determination of Project scope, budget, schedule, and procurement approach shall remain with the District.

3. Preliminary Schedule. The Construction Manager shall prepare a preliminary critical path schedule for the Project using software showing construction activities, procurement and submittal activities, any other critical path activities, and sequencing and duration of the Contractor's work on the Project. The preliminary schedule shall specify the proposed starting and finishing dates for the contract and the dates by which certain construction activities and milestones must be complete. The Construction Manager shall submit the preliminary schedule to the District for review and approval. The preliminary schedule will be included in the bid package and will be the initial basis for the schedule during construction.

4. Project Construction Cost and District's Budget. The Construction Manager shall assist the Architect in preparing the Architect's initial and revised Project Construction Cost, which shall be estimates of the total construction costs to be paid by the District to the Contractor. All Project Construction Costs shall include a contingency for additional construction costs that may arise through higher bids than expected, future increases in construction costs, and change orders. The Project Construction Cost shall also provide cost breakdowns based on anticipated trades and/or subcontractors. The Construction Manager shall also approve in writing any Project Construction Cost the Architect submits. During the Architect's design phases, the Construction Manager shall assist Architect in ensuring that the Project Construction Cost remains equal to, or less than, the District's budget. The Construction Manager shall consult with the Architect and District to suggest reasonable adjustments in the Project scope, if any, and to suggest possible add/delete bid alternatives in the Contract Documents, to adjust the Project Construction Cost to conform to the District's budget.

5. Bid Package. The Construction Manager shall, with assistance from the Architect, prepare the bid package and ensure that all Project requirements (including general conditions) are included. Construction Manager will be responsible for assembly of the bid package and preparation of all cover information to assure that all items listed on the cover are included in the bid documents.

6. Pre-Bid Conferences. The Construction Manager shall, with the assistance of the Architect and the District, disseminate the bid package and conduct pre-bid conferences to familiarize bidders with the bid documents and management techniques. The Construction Manager shall also assist the Architect with responding to questions from prospective bidders, and with the issuance of addenda. If requested by the District, the Construction Manager shall assist the District in pre-qualifying bidders.

7. Project Meetings. The Construction Manager shall conduct Project meetings as needed, but on at least a weekly basis. The District may request more frequent meetings. The District, Architect and others shall attend these meetings. The meetings shall serve as a forum for the exchange of information concerning the Project and the review of design progress. The Construction Manager shall prepare and distribute minutes of these meetings to the District, Architect, and others in attendance.

8. Review of Contract Documents. Before the Architect submits the Contract Documents to the Division of the State Architect (“DSA”), the Construction Manager shall thoroughly and adequately review the Architect’s proposed Contract Documents and make detailed written recommendations to the District and the Architect regarding: constructability; likelihood of resulting in accurate and complete bids; and general completeness, clarity, consistency, coordination, and cost-effectiveness. Construction Manager shall also make recommendations regarding value engineering, possible add/delete bid alternatives, timelines for construction and scheduling. Construction Manager shall provide all of the above recommendations to the District and the Architect in writing or as notations on the proposed Contract Documents and Contract Documents. The constructability review shall also ascertain whether the Contractor can construct the Project as depicted in the proposed Contract Documents, and can do so without delays, disruptions, or additional costs. The constructability review shall include written confirmation that: (a) the Construction Manager’s senior estimator has directly and thoroughly reviewed and approved all proposed Contract Documents. Construction Manager shall provide District with evidence of that review; (b) proposed Contract Documents requirements are consistent with, and conform to, the District’s Project requirements; and (c) the various components of the proposed Contract Documents prepared by Architect and its design consultants are coordinated and consistent with each other so as to minimize conflicts within, or between, the components. In performing the reviews and making the recommendations, the Construction Manager shall not be assuming responsibility or liability, in whole or in part, for any aspect of the Project design, design requirements, design criteria or the substance or contents of the proposed Contract Documents. The Construction Manager may use building information modeling technology during the constructability review if District and Construction Manager believe it is advisable for the Project.

The District shall have the sole and exclusive discretion to accept some, all, or none of the constructability review comments. If the District accepts any of the constructability review comments and directs Architect to revise the design accordingly, then Construction Manager shall review the Architect’s revised proposed Contract Documents to confirm that the accepted comments have been addressed in the proposed Contract Documents.

The Construction Manager shall review the Architect's Storm Water Pollution Prevention Plan, if any, and provide written recommendations to the District and Architect as to its adequacy.

9. Project Funding. The Construction Manager shall assist the District in preparing documents concerning the District's budget for use in obtaining or reporting on Project funding. The documents shall be prepared in a format approved by the District. The Construction Manager shall make recommendations to the District concerning revisions to the Project and Project Construction Cost that may result from design changes.

10. Schedule Reports. The Construction Manager shall prepare and distribute biweekly reports that compare actual progress with scheduled progress for the design phases of the Project.

11. Project Cost Reports. The Construction Manager shall prepare and distribute Project cost reports that shall indicate actual or estimated costs compared to the District's budget.

12. Bidding, Bid Opening, and Evaluation.

12.1 The Construction Manager shall develop and expedite bidding procedures for bid document issuance, bid tracking, and receipt of bids. The Construction Manager shall develop bidders' interest in the Project and shall maintain contact with potential bidders on a regular basis throughout the bid period. Construction Manager shall conduct a telephone campaign to encourage and maintain interest in bidding.

12.2 All construction work, including "general conditions" work, for the Project shall be competitively bid unless otherwise required by the District.

12.3 If the Project is funded with any State funds, Construction Manager shall comply with all applicable State Allocation Board ("SAB") requirements.

12.4 The Construction Manager shall coordinate the preparation and placement of the notices and advertisements to solicit bids as required by law and in cooperation with the District and Architect. Architect may, with District's written approval, delegate to Construction Manager: publication of the invitation to bid in the appropriate regional trade papers and publications devoted to Disabled Veteran Business Enterprises; and the preparation, and submission to OPSC, of the appropriate documentation of that publication.

12.5 The Construction Manager shall coordinate and expedite the preparation, assembly and delivery of bid documents and any addenda to the prospective bidders. This shall include the following, as applicable: arrange for printing, binding, wrapping and delivery of bid packages; and make follow-up calls to the prospective bidders. The Construction Manager shall administer the addenda process and shall provide a review of each addendum during the bid phase for time, cost, and constructability impact, and make appropriate comments or recommendations.

12.6 The Construction Manager shall include the following requirements in all proposed bid package documents: performance and payment bonds at 100% of the contract amount

for public works projects over \$25,000; all bond sureties must be admitted California surety insurers; and insurance in amounts and coverage as directed by the District.

12.7 The Construction Manager shall open and evaluate all bids received, and make a recommendation to the District for award of the contract or rejection of all bids. Construction Manager shall assist the District in determining bidders' responsibility, by among other things, analyzing any questionnaires, interviewing, investigating and researching, and shall submit a written report to the District and Architect with information and recommendations. Construction Manager shall also submit a bid package summary that lists the name of the low bidder and the low bid amount. If applicable, the summary shall classify the bid according to SAB cost allowance categories; and when a bid includes work in more than one cost category, the summary shall assign an appropriate amount to each.

12.8 If the District authorizes re-bidding, the Construction Manager shall assist the Architect in revising the scope and the quality of work as may be required to reduce construction costs. The Construction Manager, without additional compensation, shall cooperate with the District and Architect as necessary to bring construction costs within the District's budget.

12.9 Construction Manager shall certify in writing that all of the work in the plans and specifications for the Project is included in the bid package. If the bid package does not include 100% of the work in the plans and specifications, the cost of the additional necessary work shall offset the Construction Manager's fees.

12.10 The Construction Manager shall not be a bidder or perform work for the successful bidder.

13. Proposal Evaluation and Solicitation. For work which need not be competitively bid, the Construction Manager shall solicit requests for proposals, evaluate all proposals received, and make recommendations to the District regarding the Contractor to be selected for such work.

14. Pre-Construction Conferences. With the Architect's assistance, the Construction Manager shall conduct pre-construction conferences with the successful bidder, which shall include providing the Contractor to the various reporting procedures and site rules prior to the commencement of actual construction. The Construction Manager shall obtain the certificates of insurance and bonds from the Contractor review and, if acceptable, approve them, and then forward them to the District.

15. Equipment Procurement. The Construction Manager shall recommend a schedule for the District's purchase, procurement and/or rental of owner-furnished materials and equipment required for the Project.

16. Communications. The Construction Manager shall develop a communication system to ensure clear communication between the District, the Construction Manager, the Architect, Contractor and other parties involved with the Project. In developing this communication system, the Construction Manager shall meet with the District, the Architect and

others to determine the type of information to be reported, the reporting format and the desired frequency for distribution of the various reports.

**B. Construction Phase.**

1. Construction and Contract Administration. As may be requested by the District, the Construction Manager shall provide administrative, management, and related services as required to coordinate work of the Contractor with the activities and responsibilities of the Construction Manager, the District, and the Architect to complete the Project in accordance with the Contract Documents and this Agreement, within the District's budget, as well as within the District's cost, time, and quality objectives. As the District's representative on the construction site, the Construction Manager shall be the party to whom the Contractor submits all documents and information, including requests for information, submittals, shop drawings and proposed change orders. Construction Manager shall be responsible for administration of the Contract as set forth herein, and for managing the Contractor and its work to optimize efficiency and minimize conflict and interference between Contractor and, if applicable, District's own forces and separate contractors on-site. ("Contract" means a contract between the District and the Contractor for the Project, as reflected in the Contract Documents.) Construction Manager shall prepare and provide written monthly progress reports, including information on progress, problems, potential solutions, schedules, and fiscal conditions. Construction Manager shall meet with District on an as-needed basis and at the District's request.

2. Project Site Meetings. The Construction Manager shall schedule and conduct preconstruction, construction and progress meetings to discuss all matters relevant to construction of the Project, including but not limited to procedures, progress, inspections, necessary corrective work, problems, requests for information, proposed change orders, and scheduling. During construction, the meetings shall occur at least weekly. The Construction Manager shall prepare and distribute detailed minutes to all attendees, the District and the Architect.

3. Budget Management and Cost Control. If the lowest responsible and responsive bid exceeds the Project Construction Cost, the District may consent to increasing the Project Construction Cost and/or the District's budget, or may authorize negotiations (if permissible), direct re-bidding of the bid package, or abandon the bid package or the Project, and Construction Manager shall assist in these activities. The Construction Manager shall prepare and distribute monthly Project cost reports that shall indicate actual or estimated costs compared to the Project Construction Cost and the District's budget, including a summary of the progress payments and the amounts of potential, proposed and actual change orders. The Construction Manager shall revise and refine the Project Construction Cost, incorporating changes as they occur and identifying variances between actual and budgeted or estimated costs. Construction Manager shall also make recommendations for eliminating future costs so the predicted Project Construction Cost to be incurred will be within the District's budget.

4. Schedule. The Construction Manager shall ensure that the bid package requires the Contractor to submit to Construction Manager a detailed critical path schedule before the Contractor's commencement of work on the Project site or within one (1) week of award of the Construction Management Agreement – Cumming Management Group, Inc. – Facilities Planning & Management Project - \$8,639,911.00

Contract, whichever is earlier.

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

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

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

5. Trivial Variations in the Work. The Construction Manager may authorize trivial variations in the work from the requirements of the Contract Documents that (a) do not involve an adjustment in the Contract price or the Contract time, and (b) are consistent with the overall intent of the Contract Documents. The Construction Manager shall immediately provide to the Architect and the District copies of such authorizations.

6. Quality Review and Inspections. The Construction Manager shall establish and implement a comprehensive program to monitor the quality of the construction, as part of the Construction Manager's supervision of the Contractor and its work. The purpose of the program shall be to assist in guarding the District against work by a Contractor that does not conform to the requirements of the Contract Documents. The Construction Manager shall supervise the Inspector of Record to ensure that he/she is performing all necessary inspections, and shall incorporate the results of the Inspector of Record's inspections into the Construction Manager's inspection and quality program.

7. When it is the opinion of the Construction Manager, Inspector of Record, District, or the Architect that the Contractor's means, methods, techniques, sequences or procedures of construction will likely lead to a portion of the Contractor's work not conforming to the Contract Documents, then the Construction Manager shall immediately so notify the Contractor in writing. The notice shall also state that the District will reserve all rights to demand correction of any resulting non-conforming work or to pursue other relief; however, the notice shall not direct Contractor as to what means, methods, techniques, sequences or procedures Contractor should use to meet the requirements of the Contract Documents, nor shall Construction Manager ever provide such direction to the Contractor during the Project. Except for trivial 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 and which are consistent with the overall intent of the Contract Documents, the Construction Manager is not authorized to, and shall not, change, revoke, alter, enlarge, relax or release any requirements of the Contract Documents or approve or accept any portion of the work not conforming to the requirements of the Contract Documents. Communication between the Construction Manager and the Contractor with regard to quality review shall not in any way be construed as binding the Construction Manager, the Architect, or the District to the Contractor, or be construed as releasing the Contractor from performing the work in accordance with the Contract Documents. The Construction Manager will not be responsible for the means, methods, techniques, sequences and procedures of construction a Contractor uses for the Project unless, contrary to the terms of this Agreement, it directs the Contractor to use certain means, methods, techniques, sequences or procedures to meet the requirements of the Contract Documents. The Construction Manager shall use all available means and undertake good-faith efforts to secure the performance of the Contractor in accordance with the Contract Documents.

8. DSA Construction Oversight Process. The Construction Manager has the primary responsibility for the Project to supervise, coordinate and manage the compliance of all parties, including the District's Inspector of Record/Project Inspector ("IOR"), Contractor, Architect, laboratories, District and the Construction Manager itself, with the DSA Construction Oversight Process.

The Construction Manager must communicate and coordinate with the Owner, Contractor, Architect, laboratories, and the IOR to meet the DSA Construction Oversight Process requirements without delay or added costs to the Project.

The Construction Manager shall be responsible for any additional DSA fees and delay damages related to review of proposed changes to the DSA-approved Contract Documents, to the extent Construction Manager's performance of, or failure to perform, any duties under this Agreement or law caused the additional DSA fees, and delay damages.

9. Change Orders and Claims. The Construction Manager shall recommend necessary or desirable changes to the Architect and the District, review proposed change orders, assist in negotiating Contractor's proposed change orders, submit recommendations to the Architect and District regarding the proposed change orders, and, if they are accepted, prepare change orders for the Architect's review and with the understanding that the District's governing body must approve all change orders. The Construction Manager shall review the contents of all proposed change orders from the Contractor regarding the Contract time or price, endeavor to determine the cause of the proposed change order, assemble information concerning the proposed change order, and evaluate the merits of the proposed change order. The Construction Manager shall ensure that all supporting documentation is submitted with any proposed change order, and shall request additional supporting documentation if necessary. The Construction Manager shall provide to the Architect a copy of each proposed change order, and the Construction Manager shall, in its evaluation of the Contractor's proposed change orders, consider the Architect's comments regarding the proposed changes. The Construction Manager shall make a final written recommendation to District and Architect regarding each proposed change order and shall conduct negotiations with the Contractor if necessary. No change orders will be paid by District without

prior approval of the District. The Construction Manager shall prepare and distribute change order reports on a weekly basis for the District. The report shall list all District-approved change orders by number, a brief description of the change order work, the cost, and percent of completion of the change order work. The report shall also include similar information for proposed change orders and potential change orders of which the Construction Manager may be aware. To the extent that the Contractor performs work that is the subject of a proposed change order, the Construction Manager shall monitor the work and include in the daily report all information necessary to calculate the Contractor's costs in performing the work.

If the Contractor submits a claim to the District under its Contract, including one based on the denial of a proposed change order, the Construction Manager shall process and evaluate the claim, and make reasonable efforts to resolve the claim, under the procedures outlined in the Contract Documents.

10. Progress Payments and Retention Release. Progress payments shall be made as required by the Contract Documents and by law (including but not limited to Public Contract Code section 20104.50), and the Construction Manager shall process all such payments and notify the District when payments are required. The Construction Manager shall develop and implement procedures for the review and processing of monthly applications by Contractor for progress payments and final payments. At or before submission of the Contractor's first progress payment application, the Construction Manager shall collect from the Contractor a reasonable schedule of values that accurately allocates the Contract price to the Contract work items. The Construction Manager shall receive, review, revise and give initial approval to the progress payment applications. After Construction Manager gives initial approval to the progress payment applications, it shall distribute them to Architect, and then to the District, for approval. The applications shall state the total Contract price, total payment to date, total retention to date, current payment requested based on percentages of work items completed to date (per the schedule of values), revised total payment, and revised retention. A portion of this application shall be a recommendation for payment that the Construction Manager shall sign, and deliver to, the District for the District's use in making payments to the Contractor.

Retention shall be released as required by the Contract Documents and by law (including but not limited to Public Contract Code section 7107), and the Construction Manager shall process the release and notify District of when such release is required.

The Construction Manager shall monitor the District's grounds for withholding some or all of the progress payments and/or retention release from the Contractor (including past and future liquidated damages, and cost of corrective work), and shall advise the District of such grounds before any progress payment or retention release. The Construction Manager shall withhold from progress payments and/or retention release for all such grounds unless the District instructs the Construction Manager to not withhold. The Construction Manager shall not waive any rights, claims or damages that the District may have against the Contractor without written authority from the District to do so. The Construction Manager shall take all action necessary to protect, document and preserve the District's rights, claims and damages against the Contractor, including but not limited to notification of the accrual or assessment of liquidated damages.

The Construction Manager, in conjunction with the District, shall establish and administer an appropriate Project accounting system and shall maintain cost accounting records on authorized work performed under unit costs, additional work performed on the basis of actual costs of labor and materials, or other work requiring accounting records. Construction Manager shall provide monthly accounting updates.

11. Contractor Safety Programs. The Construction Manager shall review the safety programs the Contractor develops under the Contract Documents and shall coordinate all safety programs for the Project.

12. Permits and Approvals. The Construction Manager shall assist the District in obtaining approval and permits from all authorities having jurisdiction over the Project. The Construction Manager shall also verify that all required permits, bonds, and insurance have been obtained from the Contractor.

13. Coordination of Technical Inspection and Testing. The Construction Manager shall assist the District in selecting and retaining the professional services of special consultants and testing laboratories and coordinate their services. The Construction Manager shall receive a copy of all inspection and testing reports and shall provide a copy of such reports to the Architect. The Construction Manager shall coordinate with the District's testing consultants all testing required by the Architect, District or third parties.

14. Interpretation of Contract Documents. The Construction Manager shall consult with the Architect and the District if the Contractor submits a request for information or other requests for interpretation of the meaning or intent of the Contract Documents ("RFI"), and shall assist in the resolution of questions which may arise; however, the Architect shall have primary responsibility for the interpretation of Project plans and specifications. Within two (2) business days of receipt of an RFI, the Construction Manager shall either: 1) forward the RFI to the Architect and District; or 2) for an RFI not related to the plans and specifications, review or reject it. However, if the issue in the RFI is directly impacting the critical path at that time, the Construction Manager shall forward, review or reject the RFI immediately upon receipt. Responses received from the Architect shall be immediately forwarded to the submitting Contractor. Construction Manager shall keep Architect informed of any rejected RFI's.

15. Document and Submittal Review Procedures. The Construction Manager shall review all shop drawings, schedule updates, product data, samples, and other submittals provided by the Contractor and coordinate submittals with the information contained in the plans and specifications. The Construction Manager shall transmit all such materials to the Architect for approval within two business days of receipt, unless the submittal is directly impacting the critical path at that time, in which case the Construction Manager shall forward the submittal immediately upon receipt. The Construction Manager shall maintain logs, files and other necessary documentation. Responses received from the Architect shall be immediately forwarded to the Contractor that provided the submittal.

16. Daily Log. The Construction Manager shall record the progress of the

Project by a daily log. The Construction Manager shall submit written reports to the District and the Architect on a regular basis, as established by the District. The daily log will include, but not be limited to, information about the weather, Contractor and subcontractors at work and their equipment and staffing, work accomplished, problems encountered, rejection of material or work, the current critical path of the Project, issues that are known to be in dispute and/or may be the subject of proposed change orders or claims, and other similar relevant data as the District may require. Construction Manager shall document the Project by use of video, photographs, and audio, with particular attention to known disputes and/or issues that could lead to proposed change orders or claims.

17. Project Site Records. The Construction Manager shall maintain at the Project site, on a current basis the following documents: A record copy of the Contract, drawings, specifications, addenda, change orders, and other modifications, in good order and marked to record all changes made during construction; pre-construction activities documents, including but not limited to constructability review documents (see Section 2.B., above); shop drawings, product data, samples, and submittals; records regarding purchases, materials and equipment; applicable handbooks, schedules, schedule updates and daily logs; records regarding progress payments, retention, proposed change orders, claims and change orders; maintenance and operating manuals and instructions; and other related documents and revisions which arise out of the Contract or work. The Construction Manager shall make all records available to the District and Architect and deliver them to the District at Project completion or termination of this Agreement.

18. Security. The Construction Manager shall arrange for storage, protection, and security of District-furnished materials, systems, and equipment until such items are incorporated into the Project. Upon District's request, Construction Manager shall comply with any fingerprinting or related requirement.

19. Start-Up Operations. The Construction Manager shall review the Contractor's checkout of the readiness of utilities, operational systems, and equipment and shall assist the Contractor in its initial start-up, testing, balancing, adjusting, training of District employees and preparation of operations and maintenance manuals. The Construction Manager shall coordinate and assist the District in the move-in for the Project.

20. Punchlist. Upon notice from the Contractor that the Contractor believes its work is complete, the Construction Manager, in consultation with the Architect and the Inspector of Record, shall prepare a list of incomplete work or work which must be corrected due to failure to conform to the requirements of the Contract Documents (the "Punchlist"). The Construction Manager shall diligently pursue the Contractor to complete its Punchlist work as quickly as possible, using all available District powers and rights under the Contract Documents. [f the Contractor's Punchlist is not completed within forty-five (45) days of issuance, the Construction Manager shall provide a written recommendation to the District as to how to best proceed to secure completion of the Punch list as quickly as possible.

21. Final Completion and Final Payment. The Construction Manager shall consult with the Architect and the District and shall determine when the Contractor's work is fully complete as required by the Contract Documents. When the Contractor's work is complete, the

Construction Manager shall notify the District in writing and shall recommend that the District accept the Contract work as fully complete. The Construction Manager shall draft the resolution of acceptance for the District's Board to approve, and shall also, if required for the Project or if District requests it, draft a Notice of Completion to be recorded with the County within fifteen (15) days after the Board's acceptance. The Construction Manager shall continue to process progress payment applications, releases of retention, proposed change orders and claims as required by the Contract Documents and the law beyond the completion and acceptance of the work.

22. Final Documents. During the Project, the Construction Manager shall secure from the Contractor and transmit to the District all documents and items required by the Contract Documents, including guarantees, affidavits, releases, bonds, keys, schedule updates, manuals, record drawings, and daily logs. Upon completion of the Project, the Construction Manager shall also forward all of its documents and plans to the District and ensure all such plans and documents are well organized for any appropriate audit or review of the Project. The Construction Manager shall collect as-built drawings from the Contractor and review them for accuracy and completeness, and then forward them to Architect for preparation of a final complete set of as-built drawings for the Project in its entirety. The Construction Manager, in cooperation with the District and Architect, shall assist with the coordination and processing of all necessary paperwork and closeout documents with the Office of Public School Construction ("OPSC"), DSA, and any other applicable public agencies.

23. Warranty Inspections. The Construction Manager shall perform warranty inspections 30 to 60 days prior to expiration of each warranty period applicable to the Contractor's work, and shall arrange for, and monitor, Contractor's work on site and inspect any resulting warranty work by the Contractor. Immediately after a warranty inspection, the Construction Manager shall notify the Contractor in writing of all warranty items that require correction.

4. **DISTRICT DUTIES AND RESPONSIBILITIES.**

During the term of this Agreement, the District shall:

A. Provide a budget for the Project ("District's budget"), based on consultation with the Construction Manager and the Architect;

B. Designate a representative authorized to act on the District's behalf with respect to the Project. The District, or such authorized representative, shall examine documents submitted by the Construction Manager and shall render decisions promptly to avoid unreasonable delay in the progress of the Project;

C. Furnish structural, mechanical, electrical, and other laboratory tests, inspections and reports as required by law or by the Contract Documents;

D. Retain an architect to design the Project;

E. Furnish a list of events for inclusion in the schedule(s) that may affect construction, such as quiet days, fundraising events, meetings, parent nights, or summer school;

and

F. Advise promptly of any fault or defect in the Project, or nonconformance with the Contract Documents, that the District observes.

5. **TERMINATION.**

A. District may terminate this Agreement for any reason, in its absolute discretion and convenience, by giving Construction Manager fourteen (14) days written notice of termination. District may also issue a written notice of termination of this Agreement for cause based on the Construction Manager's breach of this Agreement if (i) District mails and faxes to Construction Manager a written notice of intent to terminate with explanation of the breaches and the cure necessary, and (ii) Construction Manager does not cure, or offer a reasonable plan to cure, the default within five (5) calendar days of issuance of the written notice of intent to terminate.

B. In the event of termination by District, the Construction Manager shall be compensated pursuant to Section 2, above, for all services satisfactorily performed through the termination date.

6. **HOLD HARMLESS/INDEMNIFICATION.**

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

7. **STATUS OF CONSTRUCTION MANAGER AND RELATIONSHIP TO DISTRICT.**

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

Construction Management Agreement – Cumming Management Group, Inc. – Facilities Planning & Management Project - \$8,639,911.00

potential breaches by the Contractor of its obligations to the District under law or under the agreement between the District and the Contractor.

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

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

## 8. **INSURANCE.**

The Construction Manager shall purchase and maintain insurance that will protect the Construction Manager from the claims set forth below that may arise out of or result from the Construction Manager's performance of services or failure to perform services required by this Agreement:

- A. Claims under Workers' Compensation, disability benefits and other similar employee benefits acts that are applicable to the work performed;
- B. Claims for damages because of bodily injury, occupational sickness or disease or death of Construction Manager's employees, agents or invitees;
- C. Claims for damages because of bodily injury or death of any person;
- D. Claims for damages insured by usual personal injury liability coverage that are sustained: (1) by any person as a result of an offense directly related to the employment of such person by the Construction Manager or (2) by any other person;
- E. Claims for damages, other than to the work itself, because of injury to or destruction of tangible property, including loss of use therefrom; or
- F. Claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle.

The Construction Manager's comprehensive general and automobile liability insurance shall be written for not less than the following limits of liability:

**Comprehensive General Liability**

Personal Injury:

\$1,000,000 Each Occurrence

\$2,000,000 Aggregate

Property Damage:

\$1,000,000 Each Occurrence

\$2,000,000 Aggregate

**Comprehensive Automobile Liability**

Bodily Injury:

\$1,000,000 Each Person

\$1,000,000 Each Occurrence

Property Damage:

\$1,000,000 Each Occurrence

**Errors and Omissions Insurance**

Prior to commencement of services under this Agreement, Construction Manager shall furnish to the District satisfactory proof that the Construction Manager has, for the period covered by this Agreement, errors and omissions insurance on claims basis with limits of at least \$2,000,000.

Each policy of insurance above shall operate as primary insurance. The District, its Board of Trustees, employees and agents shall be named as additional insureds under the policies. A copy of the policies shall be provided before any work is commenced under this Agreement. Policies shall not be canceled or reduced in coverage without 30 days prior written notice to District.

9. **LICENSING REQUIREMENTS AND QUALIFICATIONS.**

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

10. **PAYROLL AND WORKER’S COMPENSATION RESPONSIBILITIES.**

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

11. **SUCCESSORS AND ASSIGNS.**

The District and the Construction Manager, respectively, bind themselves, their successors, assigns, and representatives to the other party to this Agreement, and to the partners, successors, assigns, and legal representatives of such other party with respect to all terms of this Agreement. Neither District nor the Construction Manager shall assign or transfer any interest in this Agreement without the written consent of the other.

12. **SEVERABILITY.**

If any provision of this Agreement shall be held invalid or unenforceable by a court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision of this Agreement.

13. **AMENDMENTS.**

This Agreement cannot be changed or supplemented orally and may be modified or superseded only by written instrument executed by all parties.

14. **EXECUTION BY FACSIMILE OR IN COUNTERPARTS; WARRANTY OF AUTHORITY**

This Agreement may be executed in counterparts such that the signatures may appear on separate signature pages. A copy, or an original, with all signatures appended together, shall be deemed a fully executed Agreement. By execution of this Agreement, each person signing on behalf of an entity warrants that this Agreement is executed on behalf of a valid legal entity; that such entity possesses the full right and authority to undertake any action this Agreement contemplates; that the execution of this Agreement by the signatory for a Party has been duly and properly authorized by such entity on whose behalf said Agreement is executed, in accordance with all applicable laws, regulations, agreements and procedures governing the authority of such person to execute this Agreement on behalf of such entity; and that the consent of all persons or entities whatsoever necessary to the Parties due execution of this Agreement has been obtained. This Agreement shall be binding on the Parties when all of the Parties have fully executed this Agreement (where each of the parties has signed at least one counterpart). The Parties agree that the District will not have fully executed this Agreement until the District's governing body has approved or ratified the Agreement and the designated District official has signed it.

15. **INTERPRETATION.**

The language of all parts of this Agreement shall, in all cases, be construed as a whole, according to its fair meaning, and not strictly for or against either party.

16. **NOTICES.**

All payments and any notices or communications under this Agreement shall be in writing and shall be deemed to be duly given if served personally on the party to whom it is directed or

shall be deemed served forty-eight (48) hours after the same has been deposited in the United States Mail, certified or registered mail, return receipt requested, or overnight mail, postage prepaid, and addressed in the case of:

|                       |   |
|-----------------------|---|
| Construction Manager: | <b>Cumming Management Group, Inc.</b>         |
| Name:                 | Jorge Rojas                                   |
| Title:                | Senior Vice President                         |
| Address               | 1111 Broadway, Suite 300<br>Oakland, CA 94607 |

|          |  |
|----------|--|
| District | <b>Oakland Unified School District</b> |
| Name:    | Preston Thomas                         |
| Title:   | Chief Systems and Services Officer     |
| Address  | 955 High Street<br>Oakland, CA 94601   |

17. **GOVERNING LAW.**

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

18. **WORK RECORDS.**

All documents, daily logs, and any other written work product generated by Construction Manager shall be deemed to the sole and exclusive property of District.

19. **ENTIRE AGREEMENT.**

This Agreement constitutes the entire Agreement between the parties and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended only by written instruction signed by both the District and Construction Manager.

20. **ATTORNEYS' FEES AND LITIGATION EXPENSE.**

If a party to this Agreement commences a legal action against the other party to enforce a provision of this Agreement or seek damages related to the services provided under this Agreement, the prevailing party in the legal action will be entitled to recover all of its litigation expense, costs and fees from the other party, including reasonable attorneys' and experts' fees.


OAKLAND UNIFIED SCHOOL DISTRICT

\_\_\_\_\_  
Jennifer Brouhard, President,  
Board of Education

\_\_\_\_\_  
Date

\_\_\_\_\_  
Denise Gail Saddler, Ed.D.,  
Interim Superintendent &  
Secretary of the Board of Education

\_\_\_\_\_  
Date



06/09/2026

[Preston Thomas \(Jun 9, 2026 14:55:40 PDT\)](#)

\_\_\_\_\_  
Preston Thomas, Chief Systems & Services  
Officer

\_\_\_\_\_  
Date



6/8/2026

\_\_\_\_\_  
Sarah Polito, Esq.  
Counsel, OUSD

\_\_\_\_\_  
Date

CUMMING MANAGEMENT GROUP, INC.



06/09/2026

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

Anthony L. Sanchez, Executive Vice President

Print Name, Title

# EXHIBIT A

## 2026/2027 Hourly Rates

Principal in Charge – Jorge Rojas - \$ 303.42

CM Team Lead – Elena Comrie - \$ 241.02

Senior Construction Manager – Eric Scheuermann - \$ 227.63

Construction/Project Managers - S. More/M. Amous - \$ 208.88

Associate Project Manager – Sanchit Prabhakar - \$191.89

Senior Project Engineers – Chastity Henderson - \$ 187.46

Project Engineers - Brijan Patel/J. Ortega/A. Bagheri - \$155.32

*The proposed 2026/2027 hourly rates reflect a 3.5% increase to the current 2025/2026 billing rates. We also propose a further 3.5% increase to the above-listed billing rates for the second year of the agreement, 7/1/2027 – 6/30/2028.*



LOCAL BUSINESS PARTICIPATION WORKSHEET

Prime: **Cumming Group**  
 Project Name: OUSD MEASURE Y-FY 26-28 **Construction Management Services**  
 Project Number: **Facilities - 00918**  
 Proposed Total Contract Amount: \$ 8,639,911.00  
 Bid Opening Date: \_\_\_\_\_  
 Time: \_\_\_\_\_  
 Project Manager: \_\_\_\_\_  
 Architect: \_\_\_\_\_

BASE BID AMOUNT: \_\_\_\_\_  
 Proposed Total LBU Amount (%): **100** %

| Small, Local Business Enterprise(s)/Small Emerging, Local Business Enterprise(s)   | Total Amount of Contract (as a \$ amount) | Local Business Enterprise (LBE) | Small, Local Business Enterprise (SLBE) | Small, Local Resident Business Enterprise (SLRBE) |
|--|---|---------------------------------|---|---|
| Company Name: <b>Cumming</b><br>Certifying Agency: <b>Alameda County CTC</b><br>Address, City/State: _____<br>Certification No. (if available): <b>#CUM20251218-01</b> | \$ 5,074,639.00                           | 58.73 %                         | %                                       | %   |
| Company Name: <b>Hattin CM</b><br>Certifying Agency: <b>City of Oakland</b><br>Address, City/State: _____<br>Certification No. (if available): _____                   | \$ 2,059,424.00                           | <del>23.84</del> %              | 23.84 %                                 | %   |
| Company Name: <b>QCC</b><br>Certifying Agency: <b>City of Oakland</b><br>Address, City/State: _____<br>Certification No. (if available): _____                         | \$ 1,505,848.00                           | <del>17.43</del> %              | 17.43 %                                 | %   |
| Company Name: _____<br>Certifying Agency: _____<br>Address, City/State: _____<br>Certification No. (if available): _____   |   | %                               | %                                       | %   |
| Company Name: _____<br>Certifying Agency: _____<br>Address, City/State: _____<br>Certification No. (if available): _____   |   | %                               | %                                       | %   |
| Company Name: _____<br>Certifying Agency: _____<br>Address, City/State: _____<br>Certification No. (if available): _____   |   | %                               | %                                       | %   |
| <b>TOTAL PARTICIPATION</b>   | \$ 8,639,911.00                           | 100.00 %                        | 0.00 %                                  | 0.00 %  |

58.73% 41.27%

**TIFFANY KNUCKLES** May 28, 2026

APPROVAL - LBU Compliance Officer

NOTE: All Local Business Utilization documentation must be included with bid form at the time of bid opening.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/30/2025

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 have ADDITIONAL INSURED provisions or 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).

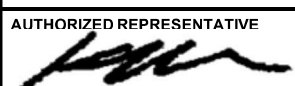
| <b>PRODUCER</b><br>Marsh & McLennan Agency LLC<br>Marsh & McLennan Ins. Agency LLC<br>1 Polaris Way #300<br>Aliso Viejo CA 92656<br><br>License#: 0H18131<br>CUMMIGROUP | <b>CONTACT NAME:</b> Katie McCoy<br><b>PHONE (A/C, No, Ext):</b><br><b>FAX (A/C, No):</b><br><b>E-MAIL ADDRESS:</b> occerts@marshmma.com   |                               |        |   |       |   |       |   |       |  |       |             |  |             |
|---|--|-------------------------------|--------|---|-------|---|-------|---|-------|--|-------|-------------|--|-------------|
|   | <table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : Berkshire Hathaway Specialty Ins Co</td> <td>22276</td> </tr> <tr> <td>INSURER B : Travelers Indemnity Company of CT</td> <td>25682</td> </tr> <tr> <td>INSURER C : Farmington Casualty Company</td> <td>41483</td> </tr> <tr> <td>INSURER D : Travelers Property Casualty Co of Amer</td> <td>25674</td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table> | INSURER(S) AFFORDING COVERAGE | NAIC # | INSURER A : Berkshire Hathaway Specialty Ins Co | 22276 | INSURER B : Travelers Indemnity Company of CT | 25682 | INSURER C : Farmington Casualty Company | 41483 | INSURER D : Travelers Property Casualty Co of Amer | 25674 | INSURER E : |  | INSURER F : |
| INSURER(S) AFFORDING COVERAGE   | NAIC #   |                               |        |   |       |   |       |   |       |  |       |             |  |             |
| INSURER A : Berkshire Hathaway Specialty Ins Co   | 22276  |                               |        |   |       |   |       |   |       |  |       |             |  |             |
| INSURER B : Travelers Indemnity Company of CT   | 25682  |                               |        |   |       |   |       |   |       |  |       |             |  |             |
| INSURER C : Farmington Casualty Company   | 41483  |                               |        |   |       |   |       |   |       |  |       |             |  |             |
| INSURER D : Travelers Property Casualty Co of Amer  | 25674  |                               |        |   |       |   |       |   |       |  |       |             |  |             |
| INSURER E :   |  |                               |        |   |       |   |       |   |       |  |       |             |  |             |
| INSURER F :   |  |                               |        |   |       |   |       |   |       |  |       |             |  |             |
| <b>INSURED</b><br>Cumming Management Group, Inc.<br>25240 Hancock Avenue<br>Suite 200<br>Murrieta CA 92562  |  |                               |        |   |       |   |       |   |       |  |       |             |  |             |

**COVERAGES** **CERTIFICATE NUMBER: 1102330580** **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 INSD | SUBR WVD | POLICY NUMBER     | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS   |
|----------|---|-----------|----------|-------------------|-------------------------|-------------------------|--|
| B        | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY<br><input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR<br><br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC<br>OTHER: | Y         | Y        | P630C2189529TCT25 | 12/31/2025              | 12/31/2026              | EACH OCCURRENCE \$ 1,000,000<br>DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000<br>MED EXP (Any one person) \$ 5,000<br>PERSONAL & ADV INJURY \$ 1,000,000<br>GENERAL AGGREGATE \$ 2,000,000<br>PRODUCTS - COMP/OP AGG \$ 2,000,000<br>\$ |
| C        | <input checked="" type="checkbox"/> AUTOMOBILE LIABILITY<br><input checked="" type="checkbox"/> ANY AUTO<br><input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS<br><input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY                           | Y         | Y        | 810C22681032543G  | 12/31/2025              | 12/31/2026              | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000<br>BODILY INJURY (Per person) \$<br>BODILY INJURY (Per accident) \$<br>PROPERTY DAMAGE (Per accident) \$<br>\$  |
| D        | <input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR<br><input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE<br><input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 0   |           | Y        | CUPC22688222543   | 12/31/2025              | 12/31/2026              | EACH OCCURRENCE \$ 5,000,000<br>AGGREGATE \$ 5,000,000<br>\$   |
| D        | <input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below  | Y/N       | N/A      | UBC22667972543G   | 12/31/2025              | 12/31/2026              | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER<br>E.L. EACH ACCIDENT \$ 1,000,000<br>E.L. DISEASE - EA EMPLOYEE \$ 1,000,000<br>E.L. DISEASE - POLICY LIMIT \$ 1,000,000                                      |
| A        | Professional E&O<br>Retro 11/07/2006  |           | N        | 47EPP31356506     | 12/31/2025              | 12/31/2026              | Per Claim \$5,000,000<br>Policy Aggregate \$5,000,000<br>Retention \$250,000   |

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**  
 Re: Construction Management - All OUSD projects. The Oakland Unified School District, the Construction Manager, their representatives, consultants, trustees, officers, officials, employees, agents, and volunteers are named as Additional Insured on General Liability, per the attached endorsement; Automobile Liability per the attached endorsement; and Umbrella Liability per the attached endorsement. General Liability Insurance is Primary and Non-Contributory, per the attached endorsement. Waiver of Subrogation applies on General Liability, per the attached endorsement; Auto Liability, per the attached endorsement; Umbrella Liability per the attached endorsement; and Workers Compensation, per the attached endorsement. 30 days Notice of Cancellation for non-payment of premium applies per the attached endorsement. There are no exclusions for Sexual Abuse and Molestation.

|   |  |
|---|--|
| <b>CERTIFICATE HOLDER</b><br><br>Oakland Unified School District; Attn: Risk Management<br>955 High Street<br>Oakland CA 94601-0000 | <b>CANCELLATION</b><br><br>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.<br><br>AUTHORIZED REPRESENTATIVE<br> |
|---|--|

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**WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY**

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**WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT**

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit any one not named in the Schedule.

Schedule

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. UBC22667972543G Endorsement No. \_\_\_\_\_  
Insured Cumming Management \_\_\_\_\_ Premium \$ \_\_\_\_\_

Insurance Company

Travelers Property

Countersigned By \_\_\_\_\_

INSURED: Cumming Management Group, Inc.

POLICY #: P630C2189529TCT25

POLICY PERIOD: 12/31/2025

TO 12/31/2026

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **DESIGNATED PERSON OR ORGANIZATION – NOTICE OF CANCELLATION PROVIDED BY US**

This endorsement modifies insurance provided under the following:

ALL COVERAGE PARTS INCLUDED IN THIS POLICY

### **SCHEDULE**

**CANCELLATION:**

**Number of Days Notice:**

**30**

**PERSON OR ORGANIZATION:**

**ADDRESS:**

### **PROVISIONS**

If we cancel this policy for any legally 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 such Schedule. We will mail such notice to the address shown in the Schedule above at least the number of days shown for Cancellation in such Schedule before the effective date of cancellation.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **XTEND ENDORSEMENT FOR ARCHITECTS, ENGINEERS AND SURVEYORS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**GENERAL DESCRIPTION OF COVERAGE** – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to this Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

- |   |   |
|---|---|
| <ul style="list-style-type: none"> <li><b>A.</b> Non-Owned Watercraft – 75 Feet Long Or Less</li> <li><b>B.</b> Who Is An Insured – Unnamed Subsidiaries</li> <li><b>C.</b> Who Is An Insured – Retired Partners, Members, Directors And Employees</li> <li><b>D.</b> Who Is An Insured – Employees And Volunteer Workers – Bodily Injury To Co-Employees, Co-Volunteer Workers And Retired Partners, Members, Directors And Employees</li> <li><b>E.</b> Who Is An Insured – Newly Acquired Or Formed Limited Liability Companies</li> <li><b>F.</b> Blanket Additional Insured – Controlling Interest</li> <li><b>G.</b> Blanket Additional Insured – Mortgagees, Assignees, Successors Or Receivers</li> </ul> | <ul style="list-style-type: none"> <li><b>H.</b> Blanket Additional Insured – Governmental Entities – Permits Or Authorizations Relating To Premises</li> <li><b>I.</b> Blanket Additional Insured – Governmental Entities – Permits Or Authorizations Relating To Operations</li> <li><b>J.</b> Incidental Medical Malpractice</li> <li><b>K.</b> Medical Payments – Increased Limit</li> <li><b>L.</b> Amendment Of Excess Insurance Condition – Professional Liability</li> <li><b>M.</b> Blanket Waiver Of Subrogation – When Required By Written Contract Or Agreement</li> <li><b>N.</b> Contractual Liability – Railroads</li> </ul> |
|---|---|

**PROVISIONS**

**A. NON-OWNED WATERCRAFT – 75 FEET LONG OR LESS**

1. The following replaces Paragraph (2) of Exclusion **g.**, **Aircraft, Auto Or Watercraft**, in Paragraph 2. of **SECTION I – COVERAGES – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY**:
  - (2) A watercraft you do not own that is:
    - (a) 75 feet long or less; and
    - (b) Not being used to carry any person or property for a charge;
2. The following replaces Paragraph 2.e. of **SECTION II – WHO IS AN INSURED**:
  - e. Any person or organization that, with your express or implied consent, either

uses or is responsible for the use of a watercraft that you do not own that is:

- (1) 75 feet long or less; and
- (2) Not being used to carry any person or property for a charge;

**B. WHO IS AN INSURED – UNNAMED SUBSIDIARIES**

The following is added to **SECTION II – WHO IS AN INSURED**:

Any of your subsidiaries, other than a partnership or joint venture, that is not shown as a Named Insured in the Declarations is a Named Insured if:

- a. You are the sole owner of, or maintain an ownership interest of more than 50% in, such subsidiary on the first day of the policy period; and

## COMMERCIAL GENERAL LIABILITY

- b. Such subsidiary is not an insured under similar other insurance.

No such subsidiary is an insured for "bodily injury" or "property damage" that occurred, or "personal and advertising injury" caused by an offense committed:

- a. Before you maintained an ownership interest of more than 50% in such subsidiary; or
- b. After the date, if any, during the policy period that you no longer maintain an ownership interest of more than 50% in such subsidiary.

For purposes of Paragraph 1. of Section II – Who Is An Insured, each such subsidiary will be deemed to be designated in the Declarations as:

- a. A limited liability company;
- b. An organization other than a partnership, joint venture or limited liability company; or
- c. A trust;

as indicated in its name or the documents that govern its structure.

### C. WHO IS AN INSURED – RETIRED PARTNERS, MEMBERS, DIRECTORS AND EMPLOYEES

The following is added to Paragraph 2. of SECTION II – WHO IS AN INSURED:

Any person who is your retired partner, member, director or "employee" that is performing services for you under your direct supervision, but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, no such retired partner, member, director or "employee" is an insured for:

#### (1) "Bodily injury":

- (a) To you, to your current partners or members (if you are a partnership or joint venture), to your current members (if you are a limited liability company) or to your current directors;
- (b) To the spouse, child, parent, brother or sister of that current partner, member or director as a consequence of Paragraph (1)(a) above;
- (c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraph (1)(a) or (b) above; or
- (d) Arising out of his or her providing or failing to provide professional health care services.

Unless you are in the business or occupation of providing professional health care services, Paragraphs (1)(a), (b), (c) and (d) above do not apply to "bodily injury" arising out of providing or failing to provide first aid or "Good Samaritan services" by any of your retired partners, members, directors or "employees", other than a doctor. Any such retired partners, members, directors or "employees" providing or failing to provide first aid or "Good Samaritan services" during their work hours for you will be deemed to be acting within the scope of their employment by you or performing duties related to the conduct of your business.

#### (2) "Personal injury":

- (a) To you, to your current or retired partners or members (if you are a partnership or joint venture), to your current or retired members (if you are a limited liability company), to your other current or retired directors or "employees" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;
- (b) To the spouse, child, parent, brother or sister of that current or retired partner, member, director, "employee" or "volunteer worker" as a consequence of Paragraph (2)(a) above;
- (c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraph (2)(a) or (b) above; or
- (d) Arising out of his or her providing or failing to provide professional health care services.

#### (3) "Property damage" to property:

- (a) Owned, occupied or used by; or
- (b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by;

you, any of your retired partners, members or directors, your current or retired "employees" or "volunteer workers", any current partner or member (if you are a partnership or joint venture), or any current member (if you are a limited liability company) or current director.

**D. WHO IS AN INSURED – EMPLOYEES AND VOLUNTEER WORKERS – BODILY INJURY TO CO-EMPLOYEES, CO-VOLUNTEER WORKERS AND RETIRED PARTNERS, MEMBERS, DIRECTORS AND EMPLOYEES**

The following is added to Paragraph 2.a.(1) of **SECTION II – WHO IS AN INSURED**:

Paragraphs (1)(a), (b) and (c) above do not apply to "bodily injury" to a current or retired co-"employee" while in the course of the co-"employee's" employment by you or performing duties related to the conduct of your business, or to "bodily injury" to your other "volunteer workers" or retired partners, members or directors while performing duties related to the conduct of your business.

**E. WHO IS AN INSURED – NEWLY ACQUIRED OR FORMED LIMITED LIABILITY COMPANIES**

The following replaces Paragraph 3. of **SECTION II – WHO IS AN INSURED**:

3. Any organization you newly acquire or form, other than a partnership or joint venture, and of which you are the sole owner or in which you maintain an ownership interest of more than 50%, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

a. Coverage under this provision is afforded only:

(1) Until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier, if you do not report such organization in writing to us within 180 days after you acquire or form it; or

(2) Until the end of the policy period, when that date is later than 180 days after you acquire or form such organization, if you report such organization in writing to us within 180 days after you acquire or form it;

b. Coverage **A** does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and

c. Coverage **B** does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

For the purposes of Paragraph 1. of Section II – Who Is An Insured, each such

organization will be deemed to be designated in the Declarations as:

- a. A limited liability company;
  - b. An organization other than a partnership, joint venture or limited liability company; or
  - c. A trust;
- as indicated in its name or the documents that govern its structure.

**F. BLANKET ADDITIONAL INSURED – CONTROLLING INTEREST**

1. The following is added to **SECTION II – WHO IS AN INSURED**:

Any person or organization that has financial control of you is an insured with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" that arises out of:

- a. Such financial control; or
- b. Such person's or organization's ownership, maintenance or use of premises leased to or occupied by you.

The insurance provided to such person or organization does not apply to structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

2. The following is added to Paragraph 4. of **SECTION II – WHO IS AN INSURED**:

This paragraph does not apply to any premises owner, manager or lessor that has financial control of you.

**G. BLANKET ADDITIONAL INSURED – MORTGAGEES, ASSIGNEES, SUCCESSORS OR RECEIVERS**

The following is added to **SECTION II – WHO IS AN INSURED**:

Any person or organization that is a mortgagee, assignee, successor or receiver and that you have agreed in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to its liability as mortgagee, assignee, successor or receiver for "bodily injury", "property damage" or "personal and advertising injury" that:

- a. Is "bodily injury" or "property damage" that occurs, or is "personal and advertising injury" caused by an offense that is committed,

## COMMERCIAL GENERAL LIABILITY

subsequent to the signing of that contract or agreement; and

- b. Arises out of the ownership, maintenance or use of the premises for which that mortgagee, assignee, successor or receiver is required under that contract or agreement to be included as an additional insured on this Coverage Part.

The insurance provided to such mortgagee, assignee, successor or receiver is subject to the following provisions:

- a. The limits of insurance provided to such mortgagee, assignee, successor or receiver will be the minimum limits that you agreed to provide in the written contract or agreement, or the limits shown in the Declarations, whichever are less.
- b. The insurance provided to such person or organization does not apply to:
  - (1) Any "bodily injury" or "property damage" that occurs, or any "personal and advertising injury" caused by an offense that is committed, after such contract or agreement is no longer in effect; or
  - (2) Any "bodily injury", "property damage" or "personal and advertising injury" arising out of any structural alterations, new construction or demolition operations performed by or on behalf of such mortgagee, assignee, successor or receiver.

### H. BLANKET ADDITIONAL INSURED – GOVERNMENTAL ENTITIES – PERMITS OR AUTHORIZATIONS RELATING TO PREMISES

The following is added to **SECTION II – WHO IS AN INSURED**:

Any governmental entity that has issued a permit or authorization with respect to premises owned or occupied by, or rented or loaned to, you and that you are required by any ordinance, law, building code or written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" arising out of the existence, ownership, use, maintenance, repair, construction, erection or removal of any of the following for which that governmental entity has issued such permit or authorization: advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away

openings, sidewalk vaults, elevators, street banners or decorations.

### I. BLANKET ADDITIONAL INSURED – GOVERNMENTAL ENTITIES – PERMITS OR AUTHORIZATIONS RELATING TO OPERATIONS

The following is added to **SECTION II – WHO IS AN INSURED**:

Any governmental entity that has issued a permit or authorization with respect to operations performed by you or on your behalf and that you are required by any ordinance, law, building code or written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" arising out of such operations.

The insurance provided to such governmental entity does not apply to:

- a. Any "bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the governmental entity; or
- b. Any "bodily injury" or "property damage" included in the "products-completed operations hazard".

### J. INCIDENTAL MEDICAL MALPRACTICE

1. The following replaces Paragraph **b.** of the definition of "occurrence" in the **DEFINITIONS** Section:

- b. An act or omission committed in providing or failing to provide "incidental medical services", first aid or "Good Samaritan services" to a person, unless you are in the business or occupation of providing professional health care services.

2. The following replaces the last paragraph of Paragraph **2.a.(1)** of **SECTION II – WHO IS AN INSURED**:

Unless you are in the business or occupation of providing professional health care services, Paragraphs **(1)(a)**, **(b)**, **(c)** and **(d)** above do not apply to "bodily injury" arising out of providing or failing to provide:

- (a)** "Incidental medical services" by any of your "employees" who is a nurse, nurse assistant, emergency medical technician, paramedic, athletic trainer, audiologist, dietician, nutritionist,

occupational therapist or occupational therapy assistant, physical therapist or speech-language pathologist; or

- (b) First aid or "Good Samaritan services" by any of your "employees" or "volunteer workers", other than an employed or volunteer doctor. Any such "employees" or "volunteer workers" providing or failing to provide first aid or "Good Samaritan services" during their work hours for you will be deemed to be acting within the scope of their employment by you or performing duties related to the conduct of your business.

- 3. The following replaces the last sentence of Paragraph 5. of **SECTION III – LIMITS OF INSURANCE:**

For the purposes of determining the applicable Each Occurrence Limit, all related acts or omissions committed in providing or failing to provide "incidental medical services", first aid or "Good Samaritan services" to any one person will be deemed to be one "occurrence".

- 4. The following exclusion is added to Paragraph 2., **Exclusions**, of **SECTION I – COVERAGES – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY:**

**Sale Of Pharmaceuticals**

"Bodily injury" or "property damage" arising out of the 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 following is added to the **DEFINITIONS** Section:

"Incidental medical services" means:

- a. Medical, surgical, dental, laboratory, x-ray or nursing service or treatment, advice or instruction, or the related furnishing of food or beverages; or
- b. The furnishing or dispensing of drugs or medical, dental, or surgical supplies or appliances.

- 6. The following is added to Paragraph 4.b., **Excess Insurance**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:**

This insurance is excess over any valid and collectible other insurance, whether primary, excess, contingent or on any other basis,

that is available to any of your "employees" for "bodily injury" that arises out of providing or failing to provide "incidental medical services" to any person to the extent not subject to Paragraph 2.a.(1) of Section II – Who Is An Insured.

**K. MEDICAL PAYMENTS – INCREASED LIMIT**

The following replaces Paragraph 7. of **SECTION III – LIMITS OF INSURANCE:**

- 7. Subject to Paragraph 5. above, the Medical Expense Limit is the most we will pay under Coverage C for all medical expenses because of "bodily injury" sustained by any one person, and will be the higher of:

- a. \$10,000; or
- b. The amount shown in the Declarations of this Coverage Part for Medical Expense Limit.

**L. AMENDMENT OF EXCESS INSURANCE CONDITION – PROFESSIONAL LIABILITY**

The following is added to Paragraph 4.b., **Excess Insurance**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:**

This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis, that is Professional Liability or similar coverage, to the extent the loss is not subject to the professional services exclusion of Coverage A or Coverage B.

**M. BLANKET WAIVER OF SUBROGATION – WHEN REQUIRED BY WRITTEN CONTRACT OR AGREEMENT**

The following is added to Paragraph 8., **Transfer Of Rights Of Recovery Against Others To Us**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:**

If the insured has agreed in a written contract or agreement to waive that insured's right of recovery against any person or organization, we waive our right of recovery against such person or organization, but only for payments we make because of:

- a. "Bodily injury" or "property damage" that occurs; or
- b. "Personal and advertising injury" caused by an offense that is committed;

subsequent to the signing of that contract or agreement.

**N. CONTRACTUAL LIABILITY – RAILROADS**

1. The following replaces Paragraph **c.** of the definition of "insured contract" in the **DEFINITIONS** Section:
  - c.** Any easement or license agreement;
2. Paragraph **f.(1)** of the definition of "insured contract" in the **DEFINITIONS** Section is deleted.

## DIVISION OF FACILITIES PLANNING & MANAGEMENT ROUTING FORM

### Project Information

|                     |  |             |     |
|---------------------|--|-------------|-----|
| <b>Project Name</b> | Facilities Planning & Management Project | <b>Site</b> | 918 |
|---------------------|--|-------------|-----|

### Basic Directions

**Services cannot be provided until the contract is awarded by the Board or is entered by the Superintendent pursuant to authority delegated by the Board.**

|                             |   |
|-----------------------------|---|
| <b>Attachment Checklist</b> | <input checked="" type="checkbox"/> Proof of general liability insurance, including certificates and endorsements, if contract is over \$15,000<br><input checked="" type="checkbox"/> Workers compensation insurance certification, unless vendor is a sole provider |
|-----------------------------|---|

### Contractor Information

|                    |   |                  |   |       |    |     |       |
|--------------------|---|------------------|---|-------|----|-----|-------|
| Contractor Name    | Cumming Management Group, Inc.  | Agency's Contact | Jorge Rojas   |       |    |     |       |
| OUSD Vendor ID #   | 001201  | Title            | VP  |       |    |     |       |
| Street Address     | 1111 Broadway, Ste. 300   | City             | Oakland   | State | CA | Zip | 94607 |
| Telephone          | 408-769-6942  | Policy Expires   |   |       |    |     |       |
| Contractor History | Previously been an OUSD contractor? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No |                  | Worked as an OUSD employee? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No |       |    |     |       |
| OUSD Project #     | 00918   |                  |   |       |    |     |       |

### Term of Original/Amended Contract

|   |            |  |            |
|---|------------|--|------------|
| Date Work Will Begin (i.e., effective date of contract) | 07-01-2026 | Date Work Will End By (not more than 5 years from start date; for construction contracts, enter planned completion date) | 06-30-2028 |
|   |            | New Date of Contract End (If Any)  |            |

### Compensation/Revised Compensation

|  |    |   |                |
|--|----|---|----------------|
| If New Contract, Total Contract Price (Lump Sum) | \$ | If New Contract, Total Contract Price (Not To Exceed) | \$8,639,911.00 |
| Pay Rate Per Hour (If Hourly)                    | \$ | If Amendment, Change in Price                         | \$             |
| Other Expenses                                   |    | Requisition Number                                    |                |

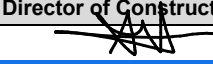
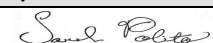

### Budget Information

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

| Resource # | Funding Source    | Org Key  | Object Code | Amount         |
|------------|-------------------|--|-------------|----------------|
| 9657/8500  | Fund 21/Measure Y | 210-9657-0-0000-8500-6289-918-9180-9906-9999-99999 | 6289        | \$8,639,911.00 |

### 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.

|    |   |               |              |            |              |
|----|---|---------------|--------------|------------|--------------|
|    | <b>Division Head</b>  | <b>Phone</b>  | 510-535-7038 | <b>Fax</b> | 510-535-7082 |
| 1. | <b>Executive Director of Construction</b>   |               |              |            |              |
|    | Signature  | Date Approved |              |            |              |
|    | <a href="#">Sole Nadal Hayes (Jun 9, 2026 15:01:51 PDT)</a>                                   |               |              |            |              |
| 2. | <b>Counsel, Department of Facilities Planning and Management</b>                              |               |              |            |              |
|    | Signature  | Date Approved | 6/8/2026     |            |              |
| 3. | <b>Chief Systems and Services Officer</b>   |               |              |            |              |
|    | Signature  | Date Approved | 06/09/2026   |            |              |
|    | <a href="#">Preston Thomas (Jun 9, 2026 14:55:40 PDT)</a>                                     |               |              |            |              |
| 4. | <b>Chief Financial Officer</b>  |               |              |            |              |
|    | Signature   | Date Approved |              |            |              |
| 5. | <b>President, Board of Education</b>  |               |              |            |              |
|    | Signature   | Date Approved |              |            |              |









# 26-1509 CM -Cumming Agreement\_signed

Final Audit Report

2026-06-09

|                 |  |
|-----------------|--|
| Created:        | 2026-06-09                                   |
| By:             | Myra Segovia (myra.segovia@ousd.org)         |
| Status:         | Signed                                       |
| Transaction ID: | CBJCHBCAABAAyTOtRAi9fdNqK42ATjJGJwG-ebhADoZ8 |

## "26-1509 CM -Cumming Agreement\_signed" History

-  Document created by Myra Segovia (myra.segovia@ousd.org)  
2026-06-09 - 7:02:37 PM GMT
-  Document emailed to Preston Thomas (preston.thomas@ousd.org) for signature  
2026-06-09 - 7:04:11 PM GMT
-  Email viewed by Preston Thomas (preston.thomas@ousd.org)  
2026-06-09 - 9:55:12 PM GMT
-  Document e-signed by Preston Thomas (preston.thomas@ousd.org)  
Signature Date: 2026-06-09 - 9:55:40 PM GMT - Time Source: server - Signature Appearance Selected: DRAW
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-  Document e-signed by Sele Nadel-Hayes (sele.nadelhayes@ousd.org)  
Signature Date: 2026-06-09 - 10:01:51 PM GMT - Time Source: server - Signature Appearance Selected: DRAW
-  Agreement completed.  
2026-06-09 - 10:01:51 PM GMT