

## **PROJECT AUTHORIZATION NO. 5**

### **TO MASTER AGREEMENT FOR CONSTRUCTION MANAGEMENT SERVICES**

This Project Authorization No. 5 ("Project Authorization") is an addendum supplemental to the Master Agreement for Construction Management Services by and between the Davis Joint Unified School District and Van Pelt Construction Services ("Agreement"), and is entered into by and between the Davis Joint Unified School District ("District") and Van Pelt Construction Services ("Construction Manager," and together with the District, "Parties"), as follows:

#### **RECITALS**

**WHEREAS**, the Parties entered into the Master Agreement effective as of April 2, 2020 for the provision of construction management services in connection with the District's Measure M capital facilities improvements ("Program");

**WHEREAS**, the Agreement provides that the Parties may execute this Project Authorization to authorize Construction Manager's work on certain Project(s) under the Program, as identified herein; and

**WHEREAS**, the Parties wish to supplement the Agreement to assign Construction Manager the Project(s) and accompanying terms, including but not limited to scope and payment, contained herein.

**NOW THEREFORE**, in consideration of the mutual promises and covenants set forth above and contained herein, the Parties hereby agree as follows:

#### **AGREEMENT**

1. **Effect:** This Project Authorization is entered into pursuant to the Agreement, and, when fully executed, is considered as an integral part of said Agreement subject to all the provisions and conditions thereof.
2. **Project:** The District does hereby authorize Construction Manager to provide professional services on the following project:

**Da Vinci High School Tech Hub Project  
located at: 1400 E. Eighth Street, Davis, CA**

The scope of work will include the provision of professional construction management services in connection with the Project.

3. **Services:** Services include those set forth in **Exhibit A**.

4. **Construction Cost Budget and Construction Budget:**

4.1. The Construction Budget, as defined in the Agreement, for the Project is \$11,137,655.

5. **Fee:** The District shall pay Construction Manager for all Services pursuant to this Project Authorization an amount not exceed Six Hundred Thousand, Ten Dollars (\$600,010) based on the hourly rates and reimbursable expenses set forth in **Exhibit "B"** to the Agreement. The District shall pay Construction Manager the Fee consistent with the provisions of **Exhibit "C."**
6. **Extra Services:** To be performed and billed in accordance with Exhibit "B" to the Agreement.
7. **Schedule:** Construction Manager shall commence the work under this Project Authorization upon receipt of a Notice to Proceed. Construction Manager shall diligently prosecute the Services as described herein, and in accordance with the schedule attached as **Schedule A**. Time is of the essence and failure of Construction Manager to perform work on time as specified in this Project Authorization is a material breach of the Agreement.
8. **Provisions of Agreement and Exhibits Reaffirmed:** All other provisions of and Exhibits to the Agreement shall remain in full force and effect and are reaffirmed. If there is any conflict between this Project Authorization, including the Schedules attached hereto, and any provision of the Agreement relating to this Project Authorization only, the provisions of this Project Authorization, including the Schedules attached hereto, shall control.

**IN WITNESS WHEREOF,** the Parties hereto have accepted and agreed to this Project Authorization on the dates indicated below.

**DAVIS JOINT UNIFIED SCHOOL DISTRICT**

Date: November 5, 2020

By: \_\_\_\_\_

Name: Amari Watkins

Title: Associate Superintendent,  
Business Services

**VAN PELT CONSTRUCTION SERVICES**

Date: \_\_\_\_\_

By: \_\_\_\_\_

Name: Mark R. Van Pelt

Title: President

**EXHIBIT "A"**

**RESPONSIBILITIES AND SERVICES OF CONSTRUCTION MANAGER**

<b>1.</b>	<b>BASIC SERVICES</b>	<b>4</b>
<b>2.</b>	<b>GENERAL PROJECT SERVICES</b>	<b>9</b>
<b>3.</b>	<b>PRECONSTRUCTION PHASE</b>	<b>10</b>
<b>4.</b>	<b>PRE-BID PHASE</b>	<b>13</b>
<b>5.</b>	<b>BIDDING PHASE</b>	<b>14</b>
<b>6.</b>	<b>CONSTRUCTION PHASE</b>	<b>15</b>
<b>7.</b>	<b>PROJECT COMPLETION</b>	<b>20</b>
<b>8.</b>	<b>FINAL DOCUMENTS</b>	<b>21</b>
<b>9.</b>	<b>WARRANTY</b>	<b>21</b>

## **EXHIBIT "A"**

### **RESPONSIBILITIES AND SERVICES OF CONSTRUCTION MANAGER**

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

#### **1. BASIC SERVICES**

- 1.1. Provide work which shall comply with professional standards and applicable requirements of federal, state, and local law.
- 1.2. Monitor and advise the District as to all material developments in the Project. Maintain reporting systems for scope, sequencing, scheduling, budgets and communication for the Project using existing District software.
- 1.3. Be the focal point of all communication to and from construction Contractor(s).
- 1.4. Implement methods to budget and track all expenditures on the Project. Construction Manager shall generate monthly reports to the District reflecting this information, and shall maintain the District's financial reporting systems.
- 1.5. Prepare methods to track and report on schedule status for the Project. Construction Manager shall develop master schedules and milestone schedules for the Project, and shall report on same each month to the District.
- 1.6. The Construction Manager will be required to attend and provide updates at each Board meeting. The Construction Manager shall work cooperatively with District and Program Manager to anticipate and maintain a schedule of upcoming Board information and action items and shall prepare reports, background materials, and preliminary materials in District-specified format.
- 1.7. Construction Manager shall work cooperatively with the Design Team, the Program Manager, and the District to:
  - 1.7.1. Define and schedule the Project.

- 1.7.2. Provide Services that will result in the development of an overall Project strategy with regard to phases, construction schedules, timing, budget, prequalification, contactor procurement, construction materials, building systems, and equipment.
- 1.8. Perform constructability reviews, determine construction feasibility, availability of materials and labor, time requirements for installation and construction, and factors related to cost, including costs of alternative designs, of materials, preliminary budgets, and possible economies.
- 1.9. Interface with the Contractor and all subcontractors all general and/or trade Contractors during construction to ensure that the District is provided with an acceptable Project and the best value for taxpayer dollars.
- 1.10. Advise the District and Program Manager as to the regulatory agencies that have jurisdiction over any portion or all of the Project, and as to coordination with and implementation of the requirements of the regulatory agencies, including without limitation DSA.
- 1.11. Contract for or employ, at Construction Manager's expense, sub-consultant(s) to the extent deemed necessary for Construction Manager's services. Nothing in the foregoing shall create any contractual relationship between the District and any sub-consultant(s) employed by the Construction Manager under terms of this Agreement.
- 1.12. Cooperate with the District, Board, and other professionals employed by the District for the design, coordination or management of other work related to the Project, including District staff and consultants, Program Manager, project manager(s), citizens' oversight committee, other District committees, and the community to facilitate the timely completion of the Project within Board-approved budgets and to District design standards.
- 1.13. Chair, conduct and take minutes of periodic meetings between District and its design professional(s), the Site Committee meetings, and construction meetings during the course of the Project. Construction Manager shall invite the District and/or its representative and the Project Inspector to participate in

these meetings. Construction Manager shall keep meeting minutes to document comments generated in these meetings.

- 1.14. Develop for District approval a Project time schedule at the start of Project development that does the following:
  - 1.14.1. Provides sufficient time for prequalification, and if necessary, the resolution of any appeals, bidding, and, if necessary, rebidding, or negotiating if applicable, the Project;
  - 1.14.2. Coordinates and integrates the design professional(s)' design efforts with bidding schedules;
  - 1.14.3. Includes realistic activity sequences and durations, allocation of labor and materials and delivery of products requiring long lead-time procurement; and
  - 1.14.4. Takes into account the District's occupancy requirements (showing portions of the Project having occupancy priority and ongoing operational occupancy requirements).
- 1.15. Be responsible for the professional quality and technical accuracy of all cost estimates, constructability reviews, studies, reports, projections, opinions of the probable cost of construction, and other services furnished by Construction Manager under this Agreement as well as coordination with all Master Plans, studies, reports and other information provided by District to Construction Manager. Construction Manager shall, without additional compensation, correct or revise any errors or omissions in materials it generates.
- 1.16. Maintain a log of all meetings, site visits or discussions held in conjunction with the work of the Project, with documentation of major discussion points, observations, decisions, questions or comments. These shall be furnished to the District and/or its representative for inclusion in the overall Project documentation.
- 1.17. Coordinate transmittal of documents to regulatory agencies for review and advise the District of potential problems in completion of such reviews.

- 1.18. Assist Program Manager with preparation of a bidders list for each bid package for approval by the District.
- 1.19. Assist the District or Program Manager in pre-qualifying bidders if prequalification is permitted or required by the District. This service shall include the following:
  - 1.19.1. Preparation and distribution of prequalification questionnaires;
  - 1.19.2. Receiving and analyzing completed questionnaires;
  - 1.19.3. Interviewing possible bidders, references, bonding agents and financial institutions;
  - 1.19.4. Preparing recommendations for the District; and
  - 1.19.5. Assisting with resolution of any appeals.
- 1.20. Assist the Program Manager in conducting a telephonic and correspondence campaign to attempt to increase interest among qualified bidders.
- 1.21. Assist the District or Program Manager in preparing and placing notices and advertisements to solicit bids for the Project.
- 1.22. Assist Program Manager with the Coordination and delivery of Bid Documents to the bidders. The District shall obtain the District-approved contract documents from the design professional(s) and the Construction Manager shall assist Program Manager with printing, binding, wrapping, and delivery to the bidders. The Construction Manager shall assist the Program Manager with maintaining a list of bidders receiving contract documents.
- 1.23. For Lease Leaseback projects, coordinate with Program Manager regarding Request for Qualifications/Proposal ("RFP") process and assist in negotiation of agreements, including Preliminary Services Agreement, Site Lease, and Facilities Lease with guaranteed maximum price.

- 1.24. Provide documentation, pictures, and other information and assistance to the District for the District's use on a website, and as otherwise necessary, for public access to show Project status.
- 1.25. Ensure that Contractor, all subcontractor(s), Consultants, and sub-consultant(s) comply with any District-approved storm water management program that is applicable to the Project, at no additional cost to the District.
- 1.26. Provide direction and planning to ensure Project adherence to applicable environmental requirements such as those emanating from the Environmental Protection Agency ("EPA"), Cal/EPA, the California Environmental Quality Act ("CEQA"), Air Quality Management District and State of California and Regional Water Quality Control Board laws, regulations and rules. The Construction Manager shall comply with, and ensure that all Consultants, the Contractors and subcontractors, and all design professionals and their sub-consultants comply with, any storm water pollution prevention plans, other storm water management program and other environmental impact mitigation requirements that are approved by the District and applicable to the Project, at no additional cost to the District.
- 1.27. Maintain accurate Project cost accounting records, using GAAP, on authorized work performed under unit costs, actual costs for labor and material, or other basis for maintaining required accounting records. Construction Manager shall provide accounting records to the District on a monthly basis, or as reasonably requested by District. Construction Manager shall afford the District access to these records and preserve these records for a period of three (3) years after final payment, at no cost to the District.
- 1.28. Assist Architect with the preparation of an estimate of costs for all addenda and coordinate with Architect to submit the estimate to the District for approval. Assist and coordinate with Architect as required to adjust the Construction Cost Budget and other Project costs as indicated in this Agreement and as required in the Agreement for Architectural Services.
- 1.29. Provide and maintain a management presence on the Project site(s).
- 1.30. Construction Manager is **NOT** responsible for:



- 1.30.1. Ground contamination or hazardous material analysis.
- 1.30.2. Any asbestos testing, design or abatement; however, it shall coordinate and integrate its work with any such information provided by District.
- 1.30.3. Compliance with the California Environmental Quality Act ("CEQA"), except that Construction Manager agrees to coordinate its work with that of any CEQA consultants retained by the District, and the work of Contractor and the Design Team to provide current information for use in CEQA compliance documents and to identify and carry out mitigation measures.
- 1.30.4. Historical significance report.
- 1.30.5. Soils investigation.
- 1.30.6. Geotechnical hazard report.
- 1.30.7. Topographic survey, including utility locating services.

## **2. GENERAL PROJECT SERVICES**

- 2.1. **General:** Monitor and advise the District as to all material developments on the Project. Construction Manager shall implement with District approval reporting methods for schedules, cost and budget status. The Construction Manager shall be the focal point of all communication to and from construction Contractor and shall be copied on all communications between the District and its design professional(s).
- 2.2. **Scheduling:** Track and report on schedule status for Project using methods. The Construction Manager shall develop Project master schedules and milestone schedules, and review and approve Contractor project schedules and milestone schedules for the project per specifications, and shall report on same each month to the District.

- 2.3. **Cost Controls:** Implement methods to track construction expenditures on the Project using methods. The Construction Manager shall generate monthly reports to the District reflecting this information.
- 2.4. **Communications to Board:** The Construction Manager may be required to attend Board meetings, and to provide updates at each meeting.

### 3. **PRECONSTRUCTION PHASE**

- 3.1. Provide overall coordination of the Project; assist Program Manager, who shall serve as the focal point of communication, transmitting information to the District and Design Team on general aspects of the Project, including planning, scheduling, cost management, progress reporting, design review, dispute resolution, and documentation. Communications from the construction Contractor to the District and Design Team shall be through the Construction Manager. The Construction Manager shall receive simultaneous copies of all written communications from the District or the Design Team to the construction Contractor.
- 3.2. Assist with the detailed definition of project scope, budget, and schedule, as needed. Review and reconcile cost estimates from the assigned architect and coordinate peer review estimates when requested by the District. Assist in organizing and, if relevant, segregating bid packages for maximum cost effectiveness for the District. Advise the District regarding owner-supplied equipment and other potential cost-saving measures.
- 3.3. Assist the District in the solicitation and retention of design and engineering consultants, and coordinate design consultants' activities and delivery schedules, as needed. Provide value engineering and life cycle cost analysis.
- 3.4. Provide design-phase services in conjunction with the architecture firms awarded the Project by the District. Work with the Architect to conform and refine designs to correlate designs to budget and Facilities Master Plan, if applicable. Review design documents for constructability, scheduling, consistency, and coordination during schematic and design development phases of work. Perform constructability reviews

at appropriate stages of design. Assist with verification of site conditions. Expedite design reviews, including modifications. Keep accurate documentation of all discussions with users regarding scope and resolution.

- 3.5. Prepare and maintain a Construction Management schedule for the Project. Prepare a procurement plan, where required.
- 3.6. Monitor and report to the District on status of design and state approval in relation to the schedule for the Project. Attend meetings to coordinate design efforts for the Program. Assist in identifying and obtaining all necessary approvals.
- 3.7. Solicit proposals, evaluate, and recommend other professional consultants needed to complete the Project.
- 3.8. Implement District-approved implementation procedures, forms and reporting requirements for the Project that involve all members of the Project team, including the District, design professional(s), and construction Contractor(s).
- 3.9. Work with the Design Team and District to develop the final sizes, choice of materials, services and utilities and other detailed design and performance criteria of the Project.
- 3.10. Provide value engineering at the Schematic Design and/or 100% Design Development Phase. This evaluation will consist of a review of the proposed materials, equipment, systems and other items depicted in the design documents and shall be coordinated with the District's design guidelines and design professional(s). The Construction Manager will prepare a value engineering report documenting the results of the evaluation and make recommendations to the District with respect to alternatives, deletions, or amendments of such proposed items that pertain to the anticipated construction costs, useful life, maintenance and operational costs and efficiencies. The Construction Manager shall provide to the District value engineering recommendations and cost/benefit analysis of those recommendations.
- 3.11. Perform or subcontract for constructability reviews of the Project at the Design Development Phase and at 90% of the Construction Documents Phase. The Project Manager shall review the design documents for clarity, consistency,

constructability and coordination. The results of the review shall be provided in writing and as notations on the documents to the District. The Construction Manager shall also make recommendations to the District with respect to constructability, construction cost, sequence of construction, and construction duration

- 3.12. Assist Program Manager with development of master bid/award schedule(s) including construction milestones for the Project through the completion of construction, as directed by the District, in coordination with design professional(s) and advise and consult with the District. Construction Manager shall review and approve construction Contractor's schedules, but shall not dictate any construction Contractor's means and/or methods of performance.
- 3.13. Establish schedules for any Consultant, and for any hazardous materials or other testing, and review costs, estimates, and invoices of each.
- 3.14. Implement a management control system to support such functions as planning, organizing, scheduling, budgeting, reporting progress, and identifying and documenting problems and solutions for the Project. Prepare monthly progress reports for the District and Program Manager regarding the schedule for the Project.
- 3.15. Assist Program Manager with organizing an initial planning workshop to create baseline parameters for the Project, to define overall building requirements, Project strategy, conceptual budget and schedule. Pursuant to understandings reached at these meetings, Construction Manager will assist Program Manager with developing an implementation plan that identifies the various phases of the Project, coordination among phases, and budget and time constraints for each phase of the Project. The plan will include a detailed strategy, master budget and master schedule as well as identification of critical events and milestone activities.
- 3.16. Assist Program Manager in providing updated cost estimates for the Project at the Schematic Design, Design Development, and Construction Documents Phases as directed by District or Program Manager; coordinate with design professional(s) and

Program Manager and reconcile cost estimates with design professional(s)' estimates.

- 3.17. Advise District regarding "green building" technology and lifecycle costing, when applicable.
- 3.18. Fully coordinate all changes requested by any utility company needed to complete the Project.
- 3.19. Assist Program Manager with reviewing and tailoring the District's front end documents for the Project. Recommend the number of days required for the construction phase (and any sub-phases, such as hazardous material abatement) and recommend the amount of the liquidated damages.

#### **4. PRE-BID PHASE**

- 4.1. Assist Program Manager in developing master schedules and construction schedules for the Project. Develop budget(s) for the Project based on construction cost estimates.
- 4.2. In consultation with the District and according to District-approved policies, procedures, and standards, implement procedures, forms, and reporting requirements for the Project. Establish, accordingly, a communications procedure for the Project that allows for decision making at appropriate levels of responsibility and accountability.
- 4.3. Work with the design professional(s) to modify or add to standard, special, or general conditions for contract documents that might be needed for unique Project or contract conditions, for the District's approval, and/or assist in the development of documents necessary for the bidding phase.
- 4.4. Assist Program Manager in making recommendations for development and implementation of procedures to comply with applicable bidding or RFP requirements for the Project as applicable and for expediting completion of the bidding process for the Project. The scope of the foregoing includes without limitation, recommendations of Construction Manager with respect to: (a) pre-qualification of potential contractors; and (b) alternative construction delivery approaches for the Project, including consideration of a single general contractor and/or Lease Leaseback approach to construction for the Project.

## **5. BIDDING PHASE**

- 5.1. Assist with pre-qualification process for the selection of prime and/or sub-contractors based on the detailed definition of Project scope, budget, schedule, and programming support. Develop a list of pre-qualified prime and sub-contractors, as required.
- 5.2. Assist with developing bidders' interest in the Project. Coordinate all bid phase activities with District departments. Assist with conducting pre-bid conferences to familiarize bidders with the bidding documents, and any special systems, materials or methods and with Project procedures. Conduct job walks and bidders' conferences, maintain and prepare minutes of job walks or bidder's conferences. Field questions from bidders, referring questions to design professional(s) and District as required. Coordinate with design professional(s) to respond to bidder questions by addenda.
- 5.3. Assist with preparation of public solicitation notices for District approval. Review, coordinate, and estimate cost of bid phase addenda.
- 5.4. Assist with review of bid proposals for responsiveness to bid requirements, evaluate bidder responsibility, and conduct reference checks. Prepare bid analyses and advise the District on compliance of bidders with District requirements and bid requirements. Report and recommend to the District after review and evaluation. Make recommendations to the District for prequalification of bidders and award of contracts or rejection of bids.
- 5.5. Assist with conducting post-bid conferences as required. Assist and advise regarding bid protests.
- 5.6. If appropriate, coordinate contracting with Contractor awarded the contract, including evaluating bonds and insurance, and negotiate final terms of construction contractor's contract(s), if applicable.
- 5.7. Assist with conducting pre-award conferences with successful bidders.

- 5.8. Assist with scheduling and conducting preconstruction meetings. Maintain, prepare, and distribute minutes.
- 5.9. Assist with the preparation of agenda items for Board approval. Coordinate submittals required by governing agencies.

## **6. CONSTRUCTION PHASE**

- 6.1. Administer the construction Contract.
- 6.2. Develop detailed construction schedules or review Contractor's submitted schedules, as needed. Administer and coordinate the work of Contractor on a daily basis. Enforce performance, scheduling, and notice requirements. Review Contractor's schedule submittals and make recommendations to the District.
- 6.3. Monitor schedule and cost information for Contractor. Document the progress and costs of the Project. Report and advise proactively on potential schedule and budget variances and impacts. Recommend potential solutions to schedule and cost problems. Work cooperatively with the District, Architect, and Contractor to ensure that Project is delivered on time and within budget. Review construction progress and prepare reports.
- 6.4. Verify permits, approvals, bonds, insurances, and schedules of values. Coordinate with DSA Project inspector, and ensure compliance with all DSA reporting and closeout requirements. Submit necessary reports to state and local authorities.
- 6.5. Monitor the construction Contractor to verify that tools, equipment, and labor are furnished and work performed and completed within the time required or indicated by the plans and specifications, under the direction and to the satisfaction of the District. The Construction Manager expressly agrees to verify that the specifications are met, observed, performed, and followed in accordance with the professional standards of care for construction management.
- 6.6. Coordinate work of the construction Contractor and effectively manage the Project to achieve the District's objectives in relation to cost, time and quality.

- 6.7. Provide continuous on-site construction management personnel, as needed. Conduct construction meetings for the Project to discuss and resolve such matters as progress, quality and scheduling. Said meetings shall be weekly unless Project conditions do not require that frequency. Prepare and promptly distribute minutes. When required by field or other conditions, construction progress, or the quality of workmanship, conduct special construction meetings; record, prepare, and distribute minutes of these meetings to the District, the affected construction Contractor, and design professional(s).
- 6.8. Establish and implement team communication procedures.
- 6.9. Ensure that construction Contractor provides construction schedules as required by the construction Contracts, including activity sequences and durations, submittal schedule, or procurement schedule for products that require long lead time. The Construction Manager shall review construction Contractor's construction schedules for conformity with the requirements of the construction Contract and conformity with the overall schedule for the Project. Where construction Contractor's construction schedules do not so conform, the Construction Manager will take appropriate measures to secure compliance, subject to District approval.
- 6.10. Ensure construction Contractors compliance with the requirements of the respective construction Contract for updating, revising, and other obligations relative to their respective construction schedules.
- 6.11. Cost Control. Construction Manager shall develop and monitor an effective system of construction cost control for the Project. Construction Manager shall identify variances between actual and budgeted or estimated costs and advise District and design professional(s) whenever a Project cost exceeds budgets or estimates. Construction Manager shall manage the construction bids and contracts in accordance with the Construction Budget.
- 6.12. Continually monitor whether construction contract requirements are being fulfilled and recommend courses of action to the District when Contractor fails to fulfill contractual requirements.



- 6.13. The Construction Manager may authorize minor variations in the work from the requirements of the contract documents that do not involve an adjustment in the contract price or the contract time or design and which are consistent with the overall intent of the contract documents. The Construction Manager shall provide to the design professional(s) and the District copies of these authorizations.
- 6.14. Evaluate and process payment applications and verify progress.
- 6.15. Verify that safety programs are developed and submitted by the construction Contractor as required by the Contract. Neither Construction Manager, Program Manager, nor District shall be responsible for or have any liability for Contractor's failure to provide, comply with, or enforce said safety programs.
- 6.16. Implement quality control program, including As-Built Drawings accuracy. Coordinate and evaluate Contractor's recovery schedules.
- 6.17. Record the progress of the Project by a log.
- 6.18. Monitor ongoing Project costs to verify that projected costs do not exceed approved budget and provide the District timely notice of any potential increase in costs in excess of approved budgets provided to Construction Manager.
- 6.19. Negotiate Contractor's proposals and review change orders prepared by design professional(s), with design professional(s)' input as needed, for approval by the District.
- 6.20. Evaluate and process change order requests. Make recommendations to the District. Determine cost and schedule effects of change orders. Prepare change order reports and maintain a change order log for the Project and implement procedures to expedite processing of change orders.
- 6.21. Assist the District in coordinating the services of special consultants and testing laboratories on the Project.
- 6.22. In conjunction with the design professional(s), monitor work of the construction Contractor to determine that the work is being

performed in accordance with the requirements of the respective construction documents for the Project, including but not limited to the plans, specifications, addenda, and all other contract documents, as well as all applicable laws, regulations and directives of agencies with jurisdiction over any of the Project. As appropriate, with assistance of design professional(s), make recommendations to the District and Program Manager regarding special inspection or testing of work that is not in accordance with the provisions of the contract documents.

- 6.23. To guard District against defects in the work of the construction Contractor, the Construction Manager shall implement a quality control program to monitor the quality and workmanship of construction for conformity with:
  - 6.23.1. Accepted industry standards;
  - 6.23.2. Applicable laws, rules, or ordinances; and
  - 6.23.3. The design documents and contract documents.
- 6.24. Where the work of a construction Contractor does not conform as set forth above, the Construction Manager shall, with the input of design professional(s):
  - 6.24.1. Notify the District and Program Manager of any non-conforming work observed by the Construction Manager;
  - 6.24.2. Reject the non-conforming work; and
  - 6.24.3. Take any and all action(s) necessary to compel the construction Contractor to correct the work.
- 6.25. Evaluate, track, and maintain logs of requests for information ("RFI") from construction Contractor and responses, shop drawings, samples, and other submittals, based, in part, on information obtained from the design professional(s). Advise District and Program Manager as to status and criticality of RFIs.
- 6.26. Implement procedures, in collaboration with the District and design professional(s), for expediting the processing and

approval of shop drawings, product data, samples, and other submittals for each contract. Receive and transmit all submittals from the construction Contractor to the design professional(s) for review and approval. Maintain submittal and shop drawing logs.

- 6.27. Record the progress of work at the Project. When present, prepare daily reports for the Project containing a record of weather, construction Contractor(s) present and their number of workers, work accomplished, problems encountered, and other relevant data.
- 6.28. Prepare and distribute monthly project status reports for the Project including updates on project activities, progress of work, outstanding issues, potential problems, schedule, and status of RFIs, change orders, and submittals.
- 6.29. Coordinate, assist, and support Architect during construction administration phase as required.
- 6.30. Construction Manager shall maintain records of principal building layout lines, elevations of the bottom of footings, floor levels, and key site elevations as provided by the construction Contractor. At the completion of the Project, deliver all such records to District. Construction Contractor and design professional(s) share responsibility to prepare Record Drawings and As-Built Drawings.
- 6.31. Coordinate the move into the Project.
- 6.32. Work with District team to develop lists of incomplete or unsatisfactory work ("punch lists").
- 6.33. Fully document and prepare deductive change orders for extra services of consultants that are the responsibility of a Contractor or another consultant. Present such a change order for signature by the Contractor or consultant.
- 6.34. Determine final completion and payment. Determine completion dates, final payments, and release of retention. Coordinate procurement and installation of Furniture, Fixtures, and Equipment ("FF&E").

## **7. PROJECT COMPLETION**

- 7.1. The Construction Manager shall observe the construction Contractor's check-outs of utilities, operational systems and equipment, and start-up and testing. The Construction Manager shall maintain records of start-up and testing as provided by the construction Contractor and shall ensure the District of compliance with applicable provisions of the Contract, that all work has been performed and accepted, and that all systems are complete and operative.
- 7.2. At the punch list phase of the Project or designated portions thereof, the Construction Manager, in consultation with the Architect, shall ensure the preparation of a list of incomplete or unsatisfactory work or work which does not conform to the requirements of the contract documents ("punch list work") and a schedule for the completion of the punch list work. The Construction Manager shall provide this list to the construction Contractor. The Construction Manager shall coordinate construction Contractor's performance and completion of punch list work. The Construction Manager shall review, with the Architect and District, the completed punch list work. The Construction Manager shall ensure, with input of the Architect, that the completed punch list work complies with applicable provisions of the construction Contract.
- 7.3. The Construction Manager shall determine, with the Architect and District, when the Project or designated portions thereof are complete.
- 7.4. The Construction Manager shall conduct, with the Architect and District, final inspections of the Project or designated portions thereof. The Construction Manager shall notify the District of final completion.
- 7.5. The Construction Manager shall consult with the Architect and District and shall determine when the Project and the construction Contractor's work are finally completed. The Construction Manager shall assist with the issuance of a Certificate of Final Completion, and shall provide to the District a written recommendation regarding payment to the Contractor.

- 7.6. The Construction Manager shall coordinate close-out procedures, including personnel training. Advise District staff on systems operations, training and close-out of Projects.
- 7.7. The Construction Manager shall coordinate and expedite Contractor close-out requirements, including guarantees/warranties, certificates, keys, manuals, As-Built Drawings, Record Drawings, specifications, daily logs, and verified reports. Ensure that all other project participants submit necessary close-out documentation.
- 7.8. The Construction Manager shall coordinate operational safety reviews with District post occupancy and manage corrective work as necessary.
- 7.9. The Construction Manager shall ensure that all building commissioning requirements have been fulfilled in a timely manner through District commissioning agents.
- 7.10. The Construction Manager shall obtain occupancy permits (where required), coordinate final testing, documentation, and regulatory inspections. Prepare occupancy plan report.
- 7.11. The Construction Manager shall prepare final accounting reports.

## **8. FINAL DOCUMENTS**

The Construction Manager shall review and monitor all As-Built Drawings, maintenance and operations manuals, and other closeout documents to be sure that all required documents meeting contract requirements are provided, and shall secure and transmit to the District and Program Manager those documents and all required guarantees, keys, manuals, record drawings, and daily logs. The Construction Manager shall also forward all documents and plans to the District upon completion of the project and ensure all such plans and documents are well organized for any appropriate audit or review of the Project.

## **9. WARRANTY**

The Construction Manager shall assist Program Manager as necessary to implement a Warranty Inspection and Warranty Work procedure for the Project that Contractor must follow. The procedure shall

include a twelve (12) month call back period and a final warranty inspection eleven (11) months after Project completion to inspect the Project and identify any outstanding warranty work.

[END]

## **SCHEDULE A TO PROJECT AUTHORIZATION NO. 5**

### Schedule of Work

Pre-Construction services will commence as of November 1, 2020 and will continue through May 31, 2021.

Construction Management will begin on June 1, 2021 and will continue through August 31, 2022.

[END OF SCHEDULE]

## **EXHIBIT "B"**

### **CRITERIA AND BILLING FOR EXTRA SERVICES**

The following Extra Services to this Agreement shall be performed by Construction Manager if needed and requested by District or Program Manager:

1. Providing services required because of significant documented changes in the Project initiated by the District, including but not limited to size, quality, complexity, or the District's schedule.
2. Providing consultation concerning replacement of work damaged by fire or other cause during construction and furnishing services required in connection with replacement of such work.
3. Providing services made necessary by the default of Contractor, or by major defects or deficiencies in the work of the Contractor, or by failure of performance of the District's consultants.
4. Seeking variances or changes to agency guidelines on behalf of the District when so directed by the District.
5. Preparing to serve or serving as a witness in connection with any public hearing, dispute resolution proceeding or legal proceeding, other than that necessitated by the negligent acts, errors or omissions of Construction Manager or where the Construction Manager is a party thereto, except for a Contractor's hearing necessitated by a bid protest or by a Contractor's request to substitute a subcontractor, or by handling of any stop payment notices.
6. Performing technical inspection and testing.
7. Providing other services not otherwise included in this Agreement and not customarily furnished in accordance with the generally accepted scope of construction management practice.
8. The following rates, which include overhead, administrative cost and profit, shall be utilized in arriving at the fee for Extra Services and shall not be changed for the term of the Agreement.



<b><u>Job Title</u></b>	<b><u>Hourly Rate</u></b>
Project Executive:	\$205
Project Director:	\$190
Project Manager:	\$135

9. The mark-up on any approved reimbursable item of Extra Services shall not exceed five percent (5%).

10. Format and Content of Invoices (Extra Services Only):

Construction Manager acknowledges that the District requires Construction Manager's invoices to include detailed explanations of the Extra Services performed. For example, a six hour charge for "RFIs and CORs" is unacceptable and will not be payable. A more detailed explanation, with specificity, is required. This includes a separate entry for each RFI, PCO, CCD and change order. For example, the following descriptions, in addition to complying with all other terms of this Agreement, would be payable. The times indicated below are just placeholders:

Review RFI 23; review plans and specifications for response to same; prepare responses to same and forward to contractor, district, construction manager, and project inspector.	0.8 hours
Review COR 8; review scope of same and plans and specifications for appropriateness of same; prepare draft change order and language for same.	0.7 hours
Review COR 11; review scope of same and plans and specifications for appropriateness of same; prepare rejection of COR 11 for review by district, CM, IOR.	1.2 hours

[END OF EXHIBIT B]

## **EXHIBIT "C"**

### **FEE SCHEDULE**

#### **Compensation**

1. The Construction Manager's fee set forth in this Agreement shall be full compensation for all of Construction Manager's Services incurred in its performance, including, without limitation, all costs for personnel, travel within two hundred (200) miles of the Project location (travel reimbursements must be approved by District prior to travel), per diem expenses, office supplies, printing, providing, or shipping of deliverables in the quantities set forth in **Exhibit "A."** Except as expressly set forth in the Agreement and **Exhibit "B,"** there shall be no payment for extra costs or expenses.
2. The amount of compensation shall be the amount set forth in the Agreement, including all billed expenses. No compensation will be paid or due, without advance written approval of the District.

#### **Management Services:**

Pre-Construction Services	7 months	\$ 8,320/month	\$ 58,240
Construction Management	15 months	\$36,118/month	\$541,770
<b>Total Fee:</b>	<b>22 months</b>		<b>\$600,010</b>

#### **Method of Payment of Basic Services**

1. Construction Manager shall submit monthly invoices on a form and in the format approved by the District.
2. Construction Manager shall submit these invoices in duplicate to the District via the District's authorized representative.
3. Construction Manager shall submit to District on a monthly basis documentation showing proof the payments were made to Construction Manager's Consultants, sub-consultants, and/or subcontractors.
4. Upon receipt and approval of Construction Manager's invoices, except as provided in subdivision 5 herein, the District agrees to make

payments of undisputed amounts within thirty (30) days of receipt of the invoice as follows:

5. If Construction Manager fails to timely and completely perform its obligations under this Agreement, the District may withhold or deduct the amounts that would be due therefor from amounts otherwise due Construction Manager hereunder with the amounts withheld or deducted being released after Construction Manager has fully cured such failure of performance, less costs, damages or losses sustained by the District resulting therefrom.

[END OF EXHIBIT C]

## **EXHIBIT "D"**

### **CRIMINAL BACKGROUND INVESTIGATION/FINGERPRINTING CERTIFICATION**

PROJECT/CONTRACT NO. 5; between the Davis Joint Unified School District ("District") and Van Pelt Construction Services ("Construction Manager") for Da Vinci High School Tech Hub Project ("Contract" or "Project").

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

That I am a representative of the Construction Manager currently under contract with the District; that I am familiar with the facts herein certified; and that I am authorized and qualified to execute this certificate on behalf of Construction Manager.

Construction Manager certifies that it has taken at least one of the following actions with respect to the construction Project that is the subject of the Contract (check all that apply):

- ☐ The Construction Manager is a sole proprietor and intends to comply with the fingerprinting requirements of Education Code section 45125.1(k) with respect to all Construction Manager's employees who may have contact with District pupils in the course of providing services pursuant to the Contract, and hereby agrees to the District's preparation and submission of fingerprints such that the California Department of Justice may determine that none of those employees has been convicted of a felony, as that term is defined in Education Code section 45122.1. No work shall commence until such determination by DOJ has been made.
- ☐ The Construction Manager, who is not a sole proprietor, has complied with the fingerprinting requirements of Education Code section 45125.1 with respect to all Construction Manager's employees and all of its subcontractors' employees who may have contact with District pupils in the course of providing services pursuant to the Contract, and the California Department of Justice has determined that none of those employees has been convicted of a felony, as that term is defined in Education Code section 45122.1. A complete and accurate list of Construction Manager's employees and of all of its subcontractors' employees who may come in contact with District pupils during the course and scope of the Contract is attached hereto; and/or
- ☐ Pursuant to Education Code section 45125.2, Construction Manager has installed or will install, prior to commencement of Work, a physical barrier at the Work Site, that will limit contact between Construction Manager's employees and District pupils at all times; and/or

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

Name/Title: CEsar CABEZAS

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

- ☒ The Work on the Contract is either (i) at an unoccupied school site and no employee and/or subcontractor or supplier of any tier of the Contract shall come in contact with the District pupils or (ii) Construction Manager's employees or any subcontractor or supplier of any tier of the Contract will have only limited contact, if any, with District pupils and the District will take appropriate steps to protect the safety of any pupils that may come in contact with Consultant's employees, subcontractors or suppliers so that the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 shall not apply to Construction Manager under the Contract.

As an authorized District official, I am familiar with the facts herein certified, and am authorized to execute this certificate on behalf of the District.

Date: November 5, 2020

District Representative's Name and Title: Amari Watkins, Associate Superintendent, Business Services

District Representative's Signature: \_\_\_\_\_

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

Date: \_\_\_\_\_

Construction Manager: Mark Van Pelt, President

Signature: \_\_\_\_\_