

## **PRECONSTRUCTION SERVICES SCOPE OF WORK**

Contractor will provide consulting services to the District with respect to reviewing the Plans and Specifications to identify and call out all deficiencies, incongruities and inconsistencies that may affect constructability of the Project, including but not limited to design and specification omissions, incomplete and/or inconsistent plans, details and specifications, and any lack of coordination, and scheduling, pricing, and phasing, together with all other appropriate, necessary and/or required services in accordance with the applicable standard of care, excluding only responsibility for the professional negligence of any licensed engineer or architect in the preparation of the Plans and Specifications (“Services” or “Preconstruction Services”) to facilitate, and in preparation for, the successful development and construction of the Project.

In performing these Preconstruction Services, Contractor acknowledges and agrees that no work for which a contractor is required to be licensed in accordance with Business & Professions Code section 7065, et seq., will be performed on this Project until such time that the Division of State Architect has approved the Project’s plans and specifications.

The parties further acknowledge that, after the completion of preconstruction services and prior to start of construction, Contractor and District will negotiate a guaranteed maximum price for the Project along with the contingencies amounts, performance period, and liquidated damages rate in Section 3 of the Construction Services Agreement.

### **ARTICLE 1** **DEFINITIONS**

1.1 **DEFINITIONS.** As used in this Preconstruction Services Scope of Work, the following terms shall have the meanings specified herein unless the context requires otherwise.

1.1.1 “Architect” shall mean the Architect of Record for the design of the Project, currently StudioWC Architecture and Engineering, or any successor architect of record approved and appointed by the Board for the design of the Project.

1.1.2 “Board” shall mean the Board of Education of the Santee School District.

1.1.3 “Construction Budget” shall mean the amount of money that the District has allocated for all construction.

1.1.4 “Construction Cost” shall mean the cost to perform all Work pursuant to the Construction Documents.

1.1.5 “Construction Documents” shall mean those documents which are required for the actual construction of the Project as accepted and approved by DSA and the District’s Governing Board, including not limited to the complete final working drawings and specifications setting forth in detail the work to be done and the materials, workmanship, finishes and equipment required, as well as all related correspondence providing additional direction as to the design intent, including RFIs, reviewed submittals, CCDs, change orders, etc.

1.1.6 “Consultant” includes an architect, engineer, planner, landscape architect, inspector or other professional/advisor with whom the District contracts with directly or indirectly to perform Project-related services.

1.1.7 “Contractor” shall mean the licensed Contractor performing the professional services under this Preconstruction Services Scope of Work, as authorized by Government Code sections Government Code 4525, 4526, 4529.5.

1.1.8 “Day” shall mean a calendar day unless otherwise specifically designated.

1.1.9 “District Representative” shall mean Christina Becker, and any successor appointed by District.

1.1.10 “DSA Laws and Regulations” shall mean, in connection with each construction phase, the laws and regulations relating to the jurisdiction and authority of the Division of the State Architect in effect at the time construction is approved and the applicable permits, if any, are obtained, including, without limitation, the Field Act, Education Code sections 17280 et seq., and the California Disabled Access Law, Government Code sections 4450, et seq., along with all related laws, regulations rules and policies.

1.1.11 “Educational Specifications” shall mean the District’s approved educational specifications for school facility construction and incorporated herein by this reference and approved by the Board.

1.1.12 “General Conditions” shall mean the agreed upon overhead, temporary utilities, trailers, equipment and other on site and off site costs borne by the Contractor during Construction Phase of the Project.

1.1.13 “GMP” shall mean the Guaranteed Maximum Price” as that term is defined by State law for purposes of the Lease Leaseback delivery method of public school construction.

1.1.14 “IOR” shall mean Inspector of Record for the Project.

1.1.15 “Master Project Schedule” shall mean the Project schedule and any Master Project Schedule presented to, and approved by, the Board at a later date.

1.1.16 “Program Manager” shall mean Christina Becker, or any successor approved and appointed by the Board to provide program management services.

1.1.17 “Project” shall mean the preconstruction and construction of the facilities that will comprise the project named on page 1 of this Preconstruction Services Scope of Work.

1.1.18 “Project Budget” shall mean the budget for the Project, prepared and revised by the Program Manager and the Contractor and approved by District during the preconstruction phase and approved by the Board.

1.1.19 “Reimbursable Expenses” shall mean, any item of expense approved by the District as a reimbursable expense in connection with this Preconstruction Services Scope of Work and as detailed in Exhibit B.

1.1.20 “Work” shall mean all the construction, work, labor, materials, machinery, equipment, tools, supplies, services and other items that the Contractor is to perform or provide in connection with the Project pursuant to the Construction Documents.

**ARTICLE 2**  
**PRECONSTRUCTION CONTRACTOR BASIC**  
**SERVICES AND RESPONSIBILITIES**

Contractor represents to the District that: (i) it has previously acted as a Contractor; (ii) it has the necessary license(s) required by law for the Services set forth in this Preconstruction Services Scope of Work, (License No. \_\_\_\_\_); and (iii) it has expertise and experience in constructability reviews, cost estimating, value engineering, construction supervision, bid preparation, evaluation of construction projects, project scheduling, cost benefit analysis, claims review and negotiation, and general management and administration of construction projects.

Contractor covenants to provide its best skill and judgment in furthering the interests of the District in the performance of its obligations under this Preconstruction Services Scope of Work. Contractor agrees to furnish efficient business administration and management services and to perform in an expeditious and economical manner consistent with the best interests of the District. Contractor shall provide all services with respect to the Project as set forth in this Preconstruction Services Scope of Work and the attached exhibits (the “Services”).

It is understood and agreed that time is of the essence in connection with the funding plan and the design and construction of the Project and Contractor agrees to use its best efforts to ensure that the Project is submitted to DSA for approval as soon as reasonably possible in conjunction with the Architect.

Unless directed otherwise by the District, the District’s Representative, and/or the Program Manager, the Contractor shall direct all communication, correspondence, and other interactions with the District through the Program Manager, including communication with the District’s personnel, the Architect, the District’s consultants, and any other agencies, organizations, or outside entities.

Contractor further agrees that the personnel it named for the specified positions in its proposal and assigned to the District constituted a material basis upon which it received its best value determination, and that in the event Contractor replaces any of the named personnel with a substitute individual, Contractor shall pay to District, as liquidated damages and not as a penalty, the sum of \$20,000.00 per substitution. Contractor and District agree that if Contractor replaces any named personnel with a substitute individual, District’s damages would be extremely difficult or impracticable to determine and that the aforesaid amount is a reasonable estimate of and reasonable sum for such damages for District’s staff time to train and bring on board Contractor’s new individual. District may deduct any liquidated damages due from Contractor

from any amounts otherwise due to Contractor under this Preconstruction Services Scope of Work. This provision shall not limit any right or remedy of District in the event of any other default of Contractor other than personnel substitutions.

2.1 BASIC SERVICES. The Basic Services shall include project design review and evaluation, planning for construction mobilization and supervision, construction cost estimating and analysis, project scheduling, and cost-benefit analysis, including, but not limited to, the tasks identified below.

2.1.1 Contractor shall communicate and coordinate with the District and the Architect to ascertain the requirements of the Project and shall arrive at a mutual understanding of such requirements with the District.

2.1.2 Contractor shall provide a preliminary evaluation of the District's schedule and Construction Budget, each in terms of the other.

2.1.3 The Architect's agreement with the District may include numerous phases of services described in such agreement. During the Architect's services, Contractor shall coordinate with the Architect as necessary to deliver the Services and support the schematic design, design development, construction documents, DSA submittal development and approval, and bid preparation, administration, review of bids, and development of proposed guaranteed maximum price ("GMP").

2.1.4 Contractor shall perform the Preconstruction Services as defined in the Recitals and further detailed in this Article 2 in accordance with the applicable standard of care for a licensed contractor, excluding only responsibility for the professional negligence of any licensed engineer or architect in the preparation of the Plans and Specifications:

(1) Perform an ongoing review of the Architect's programming plan including the size of space, proposed finishes, ceiling heights, building height, exterior finishes, circulation spaces, any necessary ancillary spaces, and any anticipated site work;

(i) Contractor shall submit to the Program Manager, at each document review phase, an analysis of the Architect's program in comparison to the District's approved Educational Specifications, including quantified cost and time impacts associated with each variance.

(2) Perform an ongoing analyses and review of the Construction Documents during their development and advise and make recommendations on proposed site use and improvements, facility improvements, selection of materials, building systems and equipment, constructability reviews, value engineering and related quality assurance/quality control consulting, scheduling, and methods of project delivery.

(3) Contractor shall advise and provide recommendations on relative feasibility of construction methods, availability of materials and labor, time requirements for procurement, installation and construction, and factors related to construction cost and scheduling including, but not limited to, costs of alternative designs or materials, preliminary budgets, and possible economies;

(4) Regularly revise and update a Project Scope of Work document in coordination with the Architect to:

(i) Identify, quantify, and delineate the trade-specific scopes of work, how they are separate from each other, and where coordination is required to deliver a complete system for all components of the Project Scope of Work,

(ii) Identify potential scope gaps, or scope overlaps between trades and present such findings to the Architect and the Program Manager in a timely manner for review and consideration,

(iii) Identify long lead procurement items and approval activities required for each trade's scope of work, and

(iv) Identify submittal requirements, agency approvals, permit requirements, licensing requirements, and any other necessary items that are required for timely completion of each trade's scope of work;

(v) Ensure that all Construction Documents submitted to DSA shall be constructible by a competent general building contractor duly licensed by the State of California, without need for any Requests for Information, Supplemental Instructions, Change Orders or similar inquiries or changes in order to complete construction of the full Scope of Work within a Construction Cost, including all contingencies and allowances, not to exceed 90% of the Construction Budget and to form the basis of the Guaranteed Maximum Price for the Project.

(5) Coordinate actively with the Architect to provide trade coordination input into the design process to ensure that all Construction Documents are fully coordinated and that all clashes and inconsistencies are identified and remedied through, or to the equivalent extent of Building Information Management clash detection analysis;

(6) Perform ongoing and accurate Construction Cost estimating to confirm that cost to perform the Work does not exceed the Construction Budget, including regular reconciliation reports between Architect's and Contractor's cost estimates, including square foot pricing at schematics, detailed line item quantities and costs at conceptual design, and regular cost estimate updates at design development, construction documents, DSA submittal, bid set and further phases as needed;

(7) Prepare an ongoing and accurate, and periodically update, Master Project Schedule for the Architect's review and the District's acceptance showing major construction milestones including but not limited to: start of construction, mobilization, demolition, abatement, site work, foundations, structure, mechanical/electrical/plumbing/fire sprinkler (MEPF) systems, building envelope, exterior finishes, interior finishes, landscaping/hardscaping, final inspection, and acceptance by the District. The Master Project Schedule must include the following information: detailed work activities properly sequenced for trade coordination planning as needed to ensure that the Project can be completed within the allotted construction schedule, long lead items are identified, curing times are identified, procurement schedule requirements are defined, submittal schedule requirements are defined,

and other timeline and schedule planning as necessary to ensure that the Project can be constructed within the allotted timeframe. Contractor coordinate and collaborate with the Architect as necessary to prepare, and shall prepare accordingly the portion of the preliminary Project schedule relating to the performance of the Architect's services in accordance with the Architect's agreement(s) with the District. In the Master Project Schedule, Contractor shall coordinate and integrate Contractor's Services, the Architect's services, the construction of the Project, the District's responsibilities, inspection requirements, document review periods, and all other activities required for Project completion, highlighting critical and long-lead-time items;

(8) Develop a list of recommended contingencies, allowances, and estimated escalation;

(9) Develop proposed General Conditions and all proposed markups including but not limited to: fee, insurance, and bonding. Develop site logistics and safety plan showing laydown areas, construction traffic flow and construction personnel parking;

(10) Develop a complete list of bid alternates, and proposed bid list of trade contractors as well as criteria for trade contractors prequalification, exercising all due diligence to obtain at least five (5) trade contractors per trade required for major trades, and three (3) trade contractors per trade required for minor trades, and in the event that Contractor is unable, despite the exercise of due diligence, to obtain the minimum number of trade contractor bids required, present to District the record of due diligence which District shall not unreasonably reject as adequate in lieu of obtaining the minimum number of trade contractor bids required;

(11) Develop proposed GMP with full detail, bid results, and notes, including bid alternates and associated pricing.

2.1.5 Further, Contractor shall provide ongoing advice to the District and the Architect in a team effort to assure that the Project is delivered on time and on budget. To provide such ongoing support and consulting, the Contractor shall:

(1) Participate in Project progress meetings, as scheduled by the Program Manager, with Architect and Program Manager to provide ongoing updates of status of items set forth in 2.1.4 above, and to discuss any and all issues that arise that may affect the Project;

(2) Prepare a monthly progress report and provide weekly updates as needed to include, but not be limited to, the following information:

(i) Status of all required deliverables in progress, and required within 4 weeks of date of report,

(ii) Design intent and scope questions,

(iii) Programming status,

(iv) Coordination reviews,

- (v) Regulatory and agency review updates,
- (vi) Progress on any required studies and deliverables,
- (vii) Contract administration,
- (viii) Budget and value engineering, and
- (ix) Schedule status;

(3) Provide support to the Program Manager as requested and or required to provide accurate and complete monthly updates to the Board and the Citizen's Bond Oversight Committee, including but not limited to (i) attending meetings with Program Manager, (ii) preparing reports and presentations to demonstrate project progress, (iii) coordinating with Architect and Consultant to ensure complete and accurate information is provided at all times to the Board and Citizens' Bond Oversight Committee.

2.1.6 Following the District's approval of each phase of the development of Construction Documents, Contractor shall update and submit the latest estimate of the Construction Cost and the Master Project Schedule, and all other Phase Deliverables.

2.2 ADDITIONAL PRECONSTRUCTION SERVICES. Services in addition to those set forth in this Preconstruction Services Scope of Work will require written request or pre-authorization in writing by the District following specific approval of such services by the Board if the fee for the additional services causes an increase to the Preconstruction Services Fee in Section 5.1 of this Preconstruction Services Scope of Work. It is understood and agreed that Contractor shall not perform any services in addition to those set forth in this Preconstruction Services Scope of Work unless and until Contractor receives specific written approval for such additional services from the Board. It is understood and agreed that if Contractor performs services in addition to those set forth in this Preconstruction Services Scope of Work without receiving prior written approval from the Board, Contractor shall not be paid for such services.

### 2.3 TIME

2.3.1 Contractor shall perform the Services set forth in this Preconstruction Services Scope of Work as expeditiously as is consistent with reasonable skill and care and the orderly progress of the Project. Time is of the essence in connection with the Project and with all of Contractor's Services.

2.3.2 Contractor shall be entitled to an extension of time for the time of completion for delay which may arise due to an act of God, such as an earthquake, flood or fire, or an act of a public enemy or act of war, if such act results in delays on any approvals necessary for completion of the Project, but Contractor shall have no claim for any other compensation for such delay.

2.3.3 Should the schedule for the construction of the Project be extended due to an added scope of work as directed by the District and approved by the Board or an extension of the schedule related to governmental agency approvals necessary for completion of the Project, the time for performance under this Preconstruction Services Scope of Work shall be extended

and Contractor shall be compensated for this extension as mutually agreed by the parties.

**ARTICLE 3**  
**THE DISTRICT'S RESPONSIBILITIES**

3.1 The District shall provide all information actually known to District, without obligation or duty to undertake any investigation, research, inspection, inquiry, regarding the requirements of the Project including the District's objectives, constraints and criteria.

3.2 The District shall designate a District Representative to act on the District's behalf with respect to the Project. The District, or the District Representative, if authorized, shall render decisions promptly to avoid unreasonable delay in the progress of Contractor's Services.

3.3 The District shall furnish tests, inspections and reports as required by law or the Construction Documents.

3.4 If the District observes or otherwise becomes aware of any fault or defect in the Project, or nonconformance with the Construction Documents, prompt notice thereof shall be given by the District to Contractor. District has no obligation or duty to undertake any investigation, research, inspection, inquiry or other steps to discover any fault or defect in the Project, or nonconformance with the Construction Documents, but only the obligation to inform Contractor of any specific fault, defect or non-conformance of which the District actually becomes aware.

3.5 The District reserves all rights regarding the Project and any development, progress or work thereon, including the right to cease any or all work on or related to the Project, the right to perform work related to the Project with the District's own forces and/or whether to award any contracts to any person or entity in connection with the Project. Contractor understands and acknowledges that this Preconstruction Services Scope of Work contains no promise to enter into or negotiate any further agreement, work or engagement with or for District by and between the District and Contractor.

3.6 The District shall retain the Architect whose services, duties and responsibilities are described in the agreement between the District and the Architect. The District-Architect agreement shall be furnished to Contractor.

**ARTICLE 4**  
**CONSTRUCTION COST**

4.1 Construction Cost shall not include the compensation of Contractor for the Services performed under this Preconstruction Services Scope of Work, nor all services of the Architect and Consultant, the cost of land, rights-of-way and other costs that are the responsibility of the District.

4.2 Contractor shall consult with the Architect and the District to suggest reasonable adjustments in the scope of the Project, and to suggest alternate bids in the Construction



Documents to adjust the Construction Costs so that it does not exceed the allowable Construction Budget indicated in the attached Exhibit “A”.

4.3 Contractor shall provide for the District’s review and acceptance, a monthly report showing the status of the Project. With the District’s assistance, and in accordance with District procedures, Contractor shall provide all construction related Board agenda items. Examples: change orders, notices to proceed, notice of completion, authorization to bid, award of Prime Contracts, etc.

**ARTICLE 5**  
**BASIS OF COMPENSATION AND PAYMENT**

5.1 COMPENSATION AMOUNT. The Contractor shall perform the Services as set forth in this Preconstruction Services Scope of Work for a fee not to exceed \$ \_\_\_\_\_ (the “Preconstruction Services Fee”) for all Capital Improvement Program Projects which shall otherwise be invoiced and paid in accordance with this Article. In any event that Contractor invoices the total Preconstruction Services Fee prior to completion of all Services required of Contractor herein, Contractor shall continue to perform all Services required herein through completion for the total Preconstruction Services Fee received as good and sufficient consideration of all Services required of Contractor herein.

Reimbursable expenses, other than Approved Charges, as designated in Exhibit “B,” are included in the Preconstruction Services Fee. Approved Charges, as designated in Exhibit “B,” shall be reimbursed by the District as described in this Article 5.

5.2 METHOD OF PAYMENT. Contractor shall submit for the District’s approval a proposed Schedule of Values (“SOV”) within 14 days of receipt of the executed Lease-Leaseback Agreement, indicating the Contractor’s distribution of the Preconstruction Services Fee among the various Services for use in determining the billable amounts to be invoiced by the Contractor to the District in accordance with Exhibit B to this Preconstruction Services Scope of Work. The District approval of the SOV shall not be unreasonably withheld.

5.3 INVOICING FOR SERVICES. Following completion of the Services applicable to each phase set forth in the SOV, or agreement by the District to consider an interim invoice, Contractor shall submit an invoice in form and substance satisfactory to the District in an amount not to exceed the amount specified as the portion of the Preconstruction Services Fee to be paid for that phase set forth in the SOV for the Services identified in the invoice.

Contractor shall identify all reimbursable expenses or charges included in the invoice or request for payment as separate from the Preconstruction Services Fee line items, and provide a cumulative total of reimbursable expenses billed to date, current reimbursable amount billed, and remaining amount for reimbursable expenses as provided for in this Preconstruction Services Scope of Work. All reimbursable expenses shall be identified using the categories agreed upon by the parties. Requests for reimbursable expenses shall be limited to the categories of charges listed in Exhibit “B”, and any other categories of charges agreed to at a later date by the Board, and must be within the total amount allowable per this Preconstruction Services Scope of Work.

A request for reimbursement of an Approved Charge is limited to the categories listed in Exhibit “B”, and any other categories of charges agreed to at a later date by the Board.

Each invoice or request for payment shall also be accompanied by a certificate from Contractor to the effect that invoice or request for payment is a true and accurate reflection of the Services performed by Contractor and that the items for which compensation is requested have not been previously paid for or denied compensation by the District. Contractor shall use the Invoice Approval Form per attached Exhibit “E”.

5.4 TIMING OF PAYMENT. District shall pay Contractor for all undisputed amounts, which are approved by the District pursuant to this Preconstruction Services Scope of Work no later than thirty (30) calendar days from the date of receipt by the District of an approved invoice from Contractor. No invoicing or payments will be allowed for any work performed by the Contractor prior to Board approval of this Preconstruction Services Scope of Work. Any work performed prior to Board approval will be done at the Contractor’s own risk and cost.

**ARTICLE 6**  
**TERMINATION, ABANDONMENT OR SUSPENSION OF WORK**

6.1 TERMINATION OF PRECONSTRUCTION CONTRACTOR SERVICES

6.1.1 The District may terminate all or any portion of this Preconstruction Services Scope of Work for cause in the event Contractor fails to promptly and efficiently perform the Services or otherwise fails to comply with the terms of this Preconstruction Services Scope of Work. The termination shall be effective if Contractor fails to cure such default within thirty (30) Days following issuance of written notice thereof by the District, or if the cure by its nature takes longer, fails to commence such cure within thirty (30) Days of issuance of the notice and diligently prosecute such cure to the satisfaction of the District. For termination of this Preconstruction Services Scope of Work by the District, cause shall mean the occurrence of any of the following events at any time:

- (1) Contractor becomes insolvent or files for relief under the bankruptcy laws of the United States;
- (2) Contractor makes a general assignment for the benefit of its creditors or fails to pay its debts as the same become due;
- (3) A receiver is appointed to take charge of Contractor’s property;
- (4) Contractor has replaced an individual named in its proposal to provide services to the District without the District’s prior written approval; or
- (5) Contractor is in default of any other material obligation under the Preconstruction Services Scope of Work.

6.1.2 Contractor may give thirty (30) Days written notice to the District of Contractor’s intent to terminate this Preconstruction Services Scope of Work for the District’s failure to perform its duties and responsibilities under this Preconstruction Services Scope of Work. If, after the expiration of such thirty (30) Days, the District fails to cure the performance as set forth in Contractor’s notice of intent to terminate the Preconstruction Services Scope of

Work, Contractor may issue a notice of termination. If the actions to be taken to cure the default would reasonably exceed thirty (30) Days and the District commences curing the default within said period of time, and thereafter continuously continues to cure the default, Contractor agrees not to suspend or terminate the Preconstruction Services Scope of Work until the District has had a reasonable opportunity to fully cure the default.

6.1.3 The District shall also have the right in its absolute discretion to terminate this Preconstruction Services Scope of Work without cause following forty-five (45) Days written notice from the District to Contractor.

## 6.2 CONTINUANCE OF WORK

In the event of a dispute between the parties as to performance of the Services by Contractor or the interpretation of this Preconstruction Services Scope of Work, or payment or nonpayment for Services performed or not performed, the parties shall attempt to resolve the dispute. The District and Contractor agree to seek, in good faith, a timely and equitable resolution of a dispute. All efforts will be made by both the District and Contractor to avoid any legal proceedings arising from a dispute.

However, pending resolution of a dispute, Contractor agrees to continue the Services diligently to completion and the District agrees to continue paying Contractor all undisputed compensation in accordance with Article 5. If the dispute is not resolved, Contractor agrees it shall neither terminate the Preconstruction Services Scope of Work nor stop the progress of its Services, but Contractor's sole remedy shall be to submit such controversy to determination by a court having competent jurisdiction of the dispute.

## 6.3 ABANDONMENT OF THE PROJECT

The District has the absolute discretion to suspend or abandon all or any portion of the work on the Project and may do so upon fourteen (14) Days' written notice to Contractor. Upon notice of suspension or abandonment, Contractor shall immediately discontinue any further action on the Project or the abandoned portion of the Project, as applicable. If the entire work to be performed on the Project is abandoned, the parties shall each be relieved of the remaining executory obligation of the Preconstruction Services Scope of Work, as it relates to the Project, but shall not be relieved of any obligations arising prior to said abandonment.

## 6.4 COMPENSATION IN THE EVENT OF TERMINATION, ABANDONMENT OR SUSPENSION

In the event the District terminates this Preconstruction Services Scope of Work for cause, abandons or suspends the work on the Project, there shall be due and payable within thirty (30) Days following such termination, abandonment or suspension a sum of money sufficient to increase the total amount paid to Contractor to an amount which bears the same proportion to the Preconstruction Services Fee as the amount of Services performed or provided by Contractor prior to the time of such termination, suspension or abandonment of this Preconstruction Services Scope of Work bears to the entire Services Contractor is required to perform pursuant to this Preconstruction Services Scope of Work.

In the event of termination due to a breach of this Preconstruction Services Scope of Work by Contractor, the compensation due Contractor upon termination shall be reduced by the amount of damages sustained by the District due to such breach.

6.5 DELIVERY/OWNERSHIP OF DOCUMENTS

Upon termination, abandonment or suspension, Contractor shall deliver to the District all documents and materials related to the Project. It is agreed that the District is the sole owner of all documents, schedules, reports, and any other materials concerning the Project.

**ARTICLE 7**  
**INDEMNIFICATION**

7.1 Contractor shall defend, indemnify, and hold harmless as required under Section 36 of the Construction Services Agreement.

**ARTICLE 8**  
**SUCCESSORS, SUCCESSORS AND ASSIGNS**

**RESERVED.**

**ARTICLE 9**  
**APPLICABLE LAW**

**RESERVED.**

**ARTICLE 10**  
**PRECONSTRUCTION CONTRACTOR NOT AN OFFICER OR EMPLOYEE OF DISTRICT**

While engaged in carrying out and complying with the terms and conditions of this Preconstruction Services Scope of Work, Contractor is an independent construction management consultant and not an officer or employee of the District.

**ARTICLE 11**  
**INSURANCE**

11.1 Without in any way affecting the indemnity provided in or by Article 7 or Section 36 of the Construction Services Agreement, before commencement of any Services, Contractor shall review Section 35 of the Master Construction Services Agreement for the onsite coverage through the District's OCIP program and the required offsite insurance requirements.

11.2 Additional Insurance. Contractor shall procure and maintain the types and amounts of coverage as follows:

11.2.1 Professional Liability Insurance, including contractual liability, with limits of \$1,000,000 per claim and \$2,000,000 in the aggregate. Such insurance shall be maintained

during the term of this Preconstruction Services Scope of Work and renewed per 11.3.1 below and/or at rates consistent with the time of execution of the Construction Services Agreement adjusted for inflation.

11.2.2 Employer's Liability Insurance in an amount not less than \$1,000,000 per accident for bodily injury or disease.

### 11.3 MINIMUM SCOPE OF INSURANCE

11.3.1 If the Professional Liability Insurance policy is written on a claims made basis, it shall be maintained continuously for a period of no less than three (3) years after a Notice of Completion is recorded for the Project to which it applies. The "retro date" must be shown and must be before the date of this Construction Services Agreement.

**EXHIBIT "A" PROJECT BUDGET**

**EXHIBIT “B” BASIS OF COMPENSATION**

Total Project Fee Amount: \$ \_\_\_\_\_ (100%)

**Proposed Fee Payout**

The preconstruction contractor shall bill the District by an hourly basis. The fees invoiced shall not exceed the following percentages of the not to exceed amount, by phase.

|  |             |
|--|-------------|
| Program Feasibility & Constructability Review: | 10%         |
| Schematic Design Review:                       | 10%         |
| Design Development Review:                     | 20%         |
| Construction Document Review:                  | 30%         |
| DSA Submittal:                                 | 15%         |
| DSA Approval:                                  | 5%          |
| Bid Document & Proposed GMP Submittal:         | 5%          |
| Bid Doc & GMP Approval:                        | 5%          |
| <b>Total Project Fee</b>                       | <b>100%</b> |

**Approved Charges\*:**

- Agency plan check fees, utility fees, permit fees, and other fees or costs associated with carrying out required approvals and permitting processes, if paid on behalf of the District.
- Expenses incurred on behalf of the District as directed in writing.

\*Note: Reimbursable Expenses and Charges not explicitly listed above must be approved in writing by the owner authorized representative prior to invoicing for reimbursement.

**Approved Hourly Rates for Services\*\*:**

- Project Executive \$
- Senior Project Manager \$
- Senior Field Superintendent \$
- Assistant Field Superintendent \$
- Assistant PM/ FE \$
- Project Accountant \$
- Estimator \$
- Scheduler \$
- BIM Manager \$

\*\*Note: Additional services must be approved in writing by the Program Manager prior to proceeding with work, or invoice for services.

**EXHIBIT "C" MASTER PROJECT SCHEDULE**



## **EXHIBIT “D” BACKGROUND CHECK AND FINGERPRINTING PROCEDURES**

Pursuant to Education Code section 45125.1, Contractor shall either conduct criminal background checks of all employees of Contractor assigned to the Project site, and shall certify that no employees who have been convicted of serious or violent felonies, as specified in Education Code Section 45125.1, will have contact with pupils, by utilizing the Certification Regarding Background Checks and the corresponding Attachment “A” as found in the Contract Documents or shall be separated by a physical barrier from students.

If it is determined that Contractor must provide certification of employees, as part of such certification, Contractor must provide the Owner with a list of all employees providing services pursuant to this Agreement, and designate which sites such employees will be assigned. In performing the services set forth in this Agreement, Contractor shall not utilize any employees who are not included on the above-referenced list.

At Owner’s sole discretion, Owner may make a finding, as authorized under Education Code section 45125.1, that Contractor’s employees will have only “limited contact” with pupils. Contractor’s failure to comply with this law shall be considered a material breach of this Agreement upon where this Agreement may be terminated, at Owner’s sole discretion, without any further compensation to Contractor.

Contractor shall complete the following form certifying compliance with these provisions:

**EXHIBIT “D” CONTRACTOR CERTIFICATION REGARDING BACKGROUND CHECKS**

[NAME OF CONTRACTOR] certifies that it has performed one of the following:

[Name of contractor/consultant]

Pursuant to Education Code Section 45125.1, Contractor has conducted criminal background checks, through the California Department of Justice, of all employees providing services to the **Santee School District**, pursuant to the contract/purchase order dated \_\_\_\_\_, **2019**, and that none have been convicted of serious or violent felonies, as specified in Penal Code Sections 1192.7(c) and 667.5(c), respectively.

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

OR

Pursuant to Education Code Section 45125.2, Contractor will ensure the safety of pupils by one or more of the following methods:

1. The installation of a physical barrier at the worksite to limit contact with pupils.
2. Continual supervision and monitoring of all employees of the entity by an employee of the entity whom the Department of Justice has ascertained has not been convicted of a violent or serious felony.

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

Date \_\_\_\_\_, 2019

[NAME OF CONTRACTOR]

\_\_\_\_\_

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

**Exhibit E**

**INVOICE APPROVAL FORM**

Project: \_\_\_\_\_ Project – Preconstruction Services

Contractor: [NAME]

Invoice No. \_\_\_\_\_

The undersigned Contractor hereby certifies to the best of Contractor’s knowledge, information, and belief that the work covered by this invoice for preconstruction services on the \_\_\_\_\_ Project is a true and accurate reflection of the services performed by Contractor and that the items for which compensation is requested have not been previously paid for, or denied by the District.

Contractor: [NAME]

By: \_\_\_\_\_  
**[Insert Name of Person Authorized to Sign on Behalf of Contractor]**

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