

REQUEST FOR QUALIFICATIONS FOR
CONSTRUCTION MANAGEMENT SERVICES

REVISED

ISSUED BY:

FIREBAUGH-LAS DELTAS UNIFIED SCHOOL DISTRICT

Issued: September 14th, 2017

Due: September 29th, 2017

SCHEDULE OF EVENTS

FIREBAUGH-LAS DELTAS UNIFIED SCHOOL DISTRICT (SELECTION OF CONSTRUCTION MANAGER)

EVENT	DATE
Release of Request for Qualifications Documents	September 14th
Receive and Evaluate Statement of Qualifications	September 29th
Interviews with Construction Manager Applicants (If Needed)	October 4th
Notify Respondents of Intent to Approve Selections	October 10th
Announcement of Selection of Construction Manager	October 12th
<i>Note: All dates are preliminary and subject to revision through input from Construction Manager</i>	

**REQUEST FOR QUALIFICATIONS (RFQ)
FOR CONSTRUCTION MANAGEMENT SERVICES
FOR MEASURE H BOND PROJECTS**

INTRODUCTION

The Firebaugh-Las Deltas Unified School District, located in Firebaugh, Fresno County, California (the “District”) is requesting Statements of Qualifications (SOQ) from construction management consultants who are experienced in the construction of K-12 public school facilities in California, and are experienced in working with architects, inspectors, contractors and other facility related consultants as the representative of the District in establishing project scope, project budgets, bidding procedures under both the Public Contract Code and alternative construction delivery methods, including, but not limited to, multi-prime and design-build, and in representing the District throughout the construction of various rehabilitation, modernization and new construction building projects that will be principally funded by the District’s Measure H, a \$15 million General Obligation Bond that was approved by the voters on the November 2016 ballot. The Bond Program has several projects remaining and requires expertise in planning and administering remaining projects.

BACKGROUND

The District is interested in building a high quality, 21st Century learning environment that will support blended learning instructional delivery.

Each Statement of Qualifications (SOQ) shall be presented in a bound 8-1/2 inch by 11-inch (vertical) format. Each responding firm shall submit one (1) original SOQ with wet signatures and five (5) copies of each SOQ along with a copy in electronic format. All SOQs shall be submitted to the District no later than 2:00 p.m. on September 29, 2017 at the following address:

**ATTN: Russell Freitas, District Superintendent
Firebaugh-Las Deltas Unified School District
1976 Morris Kyle Drive
Firebaugh, CA 93622**

This Request for Qualifications does not commit the District to award a contract or pay any costs incurred in the preparation of a statement responsive to this request. The District reserves the right to accept all or part of any statement or to cancel in part or in its entirety this Request for Qualifications. The District further reserves the right to negotiate changes in and to accept the statement(s) that it considers to be in the best interest of the District.

Thank you for your interest in working with the Firebaugh-Las Deltas Unified School District.

GENERAL INSTRUCTIONS

SUBMITTAL REQUIREMENTS

The District desires the successful candidate to provide professional and comprehensive Construction Management services in cooperation with the District and its Architect. The intent of the District is to award a contract, or contracts, for construction management services for the completion of the District's various Measure H projects.

Each firm's Statement of Qualification ("SOQ") should respond according to the attached guidelines. Additionally, each firm should be prepared to address the level of service and the management techniques and approach for executing the Proposed Services outlined in Section III. The District will evaluate each SOQ based on the information provided in response to Section II and Section III of the Guidelines.

Submittal of SOQ's should be reviewed for accuracy before submission to the District since SOQ's may not be adjusted after submission to the District. The District will not be responsible for errors or omissions in any SOQ's. Failure to include all specified sections in the response to this RFQ may result in the disqualification of the respondent. The SOQ should address the following items succinctly and specifically within the appropriate sections as noted below. The District reserves the right to reject any and all SOQ's, or to waive any irregularities, or informalities in the SOQ's.

Submittals should address the following:

I. COVER LETTER/LETTER OF INTEREST

Provide a cover letter/letter of interest of not more than one page that includes the name, title, address, phone and facsimile numbers for the contact individual. The Cover Letter should also provide a general understanding of the needs of the District and how the firm intends to fulfill them. Describe the general structure of the proposed team, the names of the team members and the roles they will fulfill. Each firm should also describe the method by which the firm intends to accommodate the District's projects with full time coverage on-site or from remote sites.

II. QUALIFICATION GUIDELINES

SOQs from each responding firm must address all the elements in the following sections:

- 1) **Legal Entity:** Describe the legal entity under which your organization operates:
 - a) Corporation; provide the date of incorporation, state(s) of incorporation filed, President's name, Vice President's name(s), Secretary's name, and Treasurer's name.

- b) Partnership or Joint Venture; provide the date of organization, type of partnership or venture, names of General Partners and Limited Partners. Joint Ventures are to provide an explanation why they are associating.
 - c) Sole Proprietor; provide the date of organization and the name of the owner.
- 2) **Business Experience and Licensing:** Describe the business experience of your organization and address the following:
- a) Indicate the year your organization was founded under the present name.
 - b) List any other or former names under which the organization has operated.
 - c) Indicate the number of years your organization has practiced Construction Management.
 - d) Describe your organization's annual revenues over the last five (5) years.
 - e) Describe your organization's current work backlog, broken down by "Multiple-prime", CM "At risk", "Design-Bid-Build" work, Lease-Leaseback, negotiated work, etc.
 - f) Provide a line item list of prior educational K-12 projects of similar scope and client type that have been completed by your firm within the last seven (7) years.
- 3) **Locations:** If your organization operates from more than one location, indicate the office from which the proposed project will be served.
- 4) **License:** Provide your firm's qualifying state contractor's license number and professional registration number with the DIR.
- 5) **Construction Experience and References:** Describe the construction experience of your organization:
- a) Provide a list of modernization and new school construction projects currently in progress or under contract and specify the delivery method. Include experience in delivery methods such as "Multiple-prime", CM "At risk", "Design-Bid-Build", Lease-Leaseback, negotiated work, etc.
 - b) Provide a list of school projects completed in the last seven (7) years and specify the delivery method.

Note: For each project, indicate the project name, description of facility, location, owner, owner contact name and phone, architect contact and phone, budgeted construction cost, actual construction cost, start date, completion date.

- 6) **Insurance Certificate:** Provide a copy of your current certificate of insurance listing all coverage. Firms must have the ability to secure insurance coverage and provide Proof of Certificate of insurance, as described below:
- a) Comprehensive general and auto liability insurance with limits of not less than one million dollars (\$1,000,000) combined single limit, bodily injury and property damage liability per occurrence, including:
 - Owned, non-owned and hired vehicles;
 - Blanket contractual;

- Broad form property damage;
- Products/completed operations; and
- Personal injury;

b) Professional liability insurance, including contractual liability, with limits of \$2,000,000 per claim.

c) Workers' Compensation Insurance shall be maintained, in accordance with provisions of the California Labor Code, adequate to protect any person, firm, or corporation employed directly or indirectly in connection with the work of the Consultant from claims under Workers' Compensation Acts which may arise for operations, whether such operations be by any person, firm, or corporation, employed directly or indirectly by the Consultant upon or in connection with the work.

7) **Team Members:** Identify the construction management team members your firm intends on assigning to the District for its projects and describe each individual's role. In the event the District requires your firm to attend an interview in connection with this RFQ, all team members proposed in response to this Item No. 7 must attend the interview. Failure to produce the proposed team members at the interview may subject your firm to disqualification. Notwithstanding the above, please also provide the following:

- a) Provide resumes of key proposed project personnel and their role on the project. Indicate number of years employed by firm, and number of years employed in a similar role for projects of similar scope, size and client type.
- b) Key resumes should include: Project Executive; Project Managers; Construction Managers; Project Superintendents; Assistant Project Managers; Project Engineers, Estimators, and Schedulers.
- c) Provide an organization chart identifying the manner in which the team will operate, what support is available to the team by the firm, and what role that support will provide. Include a resume for each project team member outlining relevant specific qualifications and experience.

8) **State and Local Agencies:** Describe your organization's familiarity with the procedures and requirements of the following state and local agencies and their approval process:

- a. Office of Public School Construction.
- b. Division of State Architect.
- c. Department of Toxic Substance Control.
- d. California Department of Education.
- e. State Allocation Board.
- f. Department of Industrial Relations

9) **DVBE:** Describe your organization's experience and procedures for administering Disabled Veteran Business Enterprise requirements:

- 10) **Labor Compliance Program:** Describe your organization's experience and procedures for ensuring compliance with public works labor laws, codes, regulations, and DIR registration requirements.
- 11) **Claims/Litigation/Arbitration/Termination:** Provide a summary and history of any and all claims, suits, arbitration or other proceedings filed by your firm against a public school district/community college district or against your firm by a public school district/community college district related to the provision of construction management services in the last seven (7) years. Provide a description of each claim/suit/proceeding, the amount of damages at issue in the claim/suit/arbitration/proceeding, the public entity that was involved and how the claim/suit/arbitration/proceeding was resolved. The firm shall also identify any projects or programs in which the firm was terminated from within the last seven (7) years, whether by cause or convenience, and the circumstances surrounding such terminations.
- 12) **Project Controls:** Demonstrate your Firm's abilities in: (1) Estimating; (2) Cost Control and (3) Document Management/Control, quality control review.
- 13) **Financial Strength:** Indicate the dollar value of the three largest projects (within the past seven (7) years) that your firm has served in a Construction Management capacity, regardless of project type.
- 14) **Prequalification:** Describe the methods and controls your firm will use to prequalify contractors and subcontractors as required by the Public Contract Code.
- 15) **Fees:** Please provide a proposed fee schedule, general conditions costs and/or reimbursable expenses that your firm intends on proposing for the completion of the District's projects.

III. BASIC SERVICES

Notwithstanding the foregoing, please describe your firm's experience in performing the following services and detail the level of service and the management techniques, and your organization's approach, for executing the services outlined below:

- 1) **Preconstruction Services:** Providing services that relate to the organization and design of the project prior to the start of construction.
 - (a) **Site Evaluation:** Consulting with District staff in relation to the site selected or to be selected. Assist with DTSC and CDE site approval processes.
 - (b) **Plan Review/Value Engineering and Contractibility:** Providing design-assist, plan review, and constructability services with an emphasis on ensuring that the project can be completed within the established schedule and within the available budget. Providing a detailed analysis of all major project systems with an emphasis on possible value engineering items.
 - (c) **Master Budgeting and Scheduling:** Providing master budgeting and scheduling services including the identification of anticipated project revenues and expenditures based upon traditional project milestones.

- (d) **Detailed Construction CPM Schedule:** Producing detailed construction CPM schedule to be incorporated into the project documents including identification of the project critical path.
- (e) **Preliminary and Detailed Estimates:** In concert with item (c) above, providing a preliminary construction estimate using like kind construction costs. Upon receipt of plans and specifications, providing a detailed construction estimate showing the values of all major components of the project.
- (f) **Bidding Strategies:** Consulting with District staff regarding bidding strategies with an emphasis upon timing, development of alternates, and bid package scoping.
- (g) **Contractor Prequalification:** In concert with District staff, providing the required prequalification of contractors and subcontractors as required by the Public Contract Code.
- (h) **Project Accounting and Management Systems:** In concert with District staff, developing the project accounting and budget management systems.
- (i) **General Conditions Document preparation:** Assisting the District with the preparation of Bid Documents and General Conditions documents that are appropriate for the District's projects.
- (j) **Project Scoping:** In concert with District staff, developing a realistic project scope based on the District's budget, schedule and other criteria.

2) Bid/Award Phase Services

- (a) **Bidder Interest:** Generating and encouraging bidder interest in the project and providing assistance with such issues as bonding, insurance (including Confirmation of Surety), DVBE compliance, and compliance with all wage and hour laws including contractor registration with the DIR.
- (b) **Advertisements:** Assisting District staff with the placement of both the project legal advertisements and any other pre-bid advertisements.
- (c) **Pre-bid Conferences:** In cooperation with District personnel, conducting pre-bid and site visit meetings with potential bidders.
- (d) **Responses to Bidder Inquiries:** Providing coordination of and, when possible, responses to bidder inquiries.
- (e) **Plan and Addenda Distribution:** Distributing all plan sets, bid packages, and addenda.
- (f) **Bid Evaluation and Review:** Reviewing and evaluating all bids for responsiveness and certify the construction bid results.
- (g) **Contract Documents:** Preparing contract packages for District review. Distributing and monitoring completion of these contract packages.
- (h) **NOA's and NTP's:** Issuing Notices of Award (NOA) and Notices to Proceed (NTP) on behalf of the District.

3) Construction Phase Services

- (a) **CPM Schedule Maintenance:** Maintaining a detailed and date specific CPM schedule. Continuing to update the CPM construction schedule and distributing to the appropriate parties.
- (b) **Budget Control and Maintenance:** Preparing cumulative project budget reports updated regularly with the latest construction cost and soft cost data.
- (c) **Storm Water Pollution Prevention Plan:** Ensuring that Storm Water Pollution Prevention Plan is initiated, and maintained.
- (d) **Agency Interface:** Providing agency interface during construction process.
- (e) **Schedule of Values:** Reviewing and reconciling each contractor's schedule of values for each of the activities included in the construction schedule. Incorporating this report into the project standard billing package and using it as the basis for all future progress payments during the construction phase.
- (f) **Monthly Billing Procedures:** Generating a standard billing process and confirming billing information from the contractors. Reviewing and obtaining Project Inspector and Architect approvals. Forwarding monthly contractor billing packages to the District for review.
- (g) **Conduct Preconstruction Conference:** Conducting pre-construction conference for the benefit of the successful contractors. Providing information with regard to reporting procedures and site rules and regulations prior to the start of construction.
- (h) **Project Record Documents:** Coordinating and expediting all activities in connection with the contractor's obligation to provide "as-built" documents. Ensuring all contractor as-builts are being maintained as the project is being completed. Ensuring that all as-builts are incorporated into a single set of Project Record Documents.
- (i) **Interim Housing:** Scheduling and coordinating District interim housing requirements so as to minimize disruption to both the construction progress and any ongoing District activities.
- (j) **Document Control:** Establishing and implementing procedures for submittals, change orders, and requests for information. Maintaining logs, files, and other necessary documentation.
- (k) **Shop Drawings & Submittals:** Reviewing and monitoring the status of shop drawings and related correspondence.
- (l) **Administration of the Construction Contracts:**
 - (a) **SUPERVISION:** Managing, supervising and coordinating all construction activities in accordance with the Construction Documents and project schedule. Providing on-site management of the project as necessary. Maintaining on a daily basis an onsite project log and meeting minutes.

- (b) **MANAGEMENT/ ADMINISTRATION:** Ensuring that District requirements regarding certified payrolls, DIR registration, and subcontractor and material supplier releases are carried out.
- (c) **CONSTRUCTION OVERSIGHT:** Ensuring that the District's projects are completed in accordance with the DSA's construction oversight process including but not limited to the requirements and procedures set forth in the DSA's PR 13-01.
- (m) **Change Order Review:** Establishing and implementing a change order processing system that provides review of scope, price, and added contract time and provide recommendations to the District.
- (n) **Contractor Claims:** Evaluating and mitigating all claims for additional cost or time due to any alleged cause.
- (o) **Verified Reports:** Processing and forwarding all verified reports to the Architect for submission to DSA.
- (p) **Project Meetings:** Coordinating and attending weekly job-site progress meetings with the District, Architect, Inspector of Record, and Prime Contractors if and when needed.
- (q) **Insurance Certificates:** Monitoring Prime Contractor insurance certificates for coverage, endorsements, limits, and expiration dates.

4) Post Construction and Project Close-Out Services:

- (a) **Relocation and move in:** Coordinating the arrival and installation of District furnished materials and Furniture, Fixtures, and Equipment (FF&E). Providing coordination schedules for user relocation
- (b) **User Training:** Scheduling and documenting all District training sessions. Arranging for supplementary information where needed. Arranging for Manufacturers to conduct training for maintenance and operations staff.
- (c) **Punch Lists:** Developing punch list of defective work. Creating a punch list schedule for completion. Verifying completion of all punch list items.
- (d) **As-Built Documents:** Reviewing contractual requirements for As-Built Documents and creating procedures for collecting, evaluating all as-built documents for delivery to the District.
- (e) **Project Closeout and Warranties:** Collecting and compiling operation and maintenance manuals for delivery to the District. Collecting and compiling all contractor turn-over items for delivery to the District. Collecting and compiling all warranties and guarantees for delivery to the District. Processing and coordinating all post construction project warranty and guarantee claims
- (f) **Stop Payment Notices:** Verifying contractor compliance with the requirements in the Construction Documents for the release of stop payment notices. Recommending the

appropriate retention withholdings to the District to account for unreleased stop payment notice claims.

- (g) **OPSC/DSA Close Out:** Providing a checklist of items that must be submitted to OPSC and DSA for close out.

This purpose of the above list of services is to identify major components of service and to indicate the level of participation for each activity. However, the above is not a complete or exhaustive list of the basic construction management services that must be provided by the successful firm selected by the District. Each firm is encouraged to detail all other basic services that will be provided to the District for the efficient and professional completion of the District's projects for consideration by the Evaluation Committee.

IV. FEE SCHEDULE PROPOSAL

Please provide a fee schedule and method of calculating fees for projects on a not-to-exceed basis. The District is seeking the best value, prioritizing capability and expertise, but will consider methods for calculating fees and fee schedules as part of its value based evaluation.

All proposed reimbursable expenses shall be directly related to the services required for the Project and must be supported by proper documentation and prior District authorization. Reimbursement shall not exceed cost plus 5%.

EVALUATION CRITERIA:

Submitted SOQs will be reviewed and ranked by an Evaluation Committee selected by the District. The District may elect to shortlist firms for interviews or recommend award on the basis of the submitted statements of qualifications.

The District will evaluate all SOQs submitted and select the successful firm(s) from the contents of the SOQ's, and any applicable interviews, based on the District's selection criteria which includes, but not limited to, the following:

- Successful experience of the firm managing K-12 public school construction projects.
- Demonstrated professional experience of the personnel to be assigned to the projects.
- Quality and comparability of recently completed work.
- Continuity and location of the firm and sub consultants.
- Claims, arbitration and litigation history involving other school districts or community college districts.
- Satisfactory references from other K-12 school districts.
- Demonstrated ability to perform constructability reviews.

- Demonstrated ability to perform cost estimating on K-12 public school construction project.
- Demonstrated ability to perform value engineering of project plans and specifications.
- Identification of procedures and processes that will be used by the construction manager to team with the District, the project architect, and the project inspector to ensure the completion of the District's projects within the District's approved schedules and budgets.

Each Statement of Qualifications (SOQ) shall be presented in a bound 8-1/2 inch by 11-inch (vertical) format. Each responding firm shall submit one (1) original SOQ with wet signatures and five (5) copies of each SOQ along with a copy in electronic format. All SOQs shall be submitted to the District no later than 2:00 p.m. on September 27, 2017 at the following address:

**ATTN: Russell Freitas, District Superintendent
Firebaugh-Las Deltas Unified School District
1976 Morris Kyle Drive
Firebaugh, CA 93622**

Clarifications or questions regarding submittals must be submitted in writing and submitted to the District no later than September 20, 2017. Questions will be answered in writing and transmitted to each respondent by facsimile, email or regular mail as determined by the District. Clarifications and questions regarding this RFQ should be sent to:

**ATTN: Russell Freitas, District Superintendent
Firebaugh-Las Deltas Unified School District
1976 Morris Kyle Drive
Firebaugh, CA 93622**

**NO LATE SUBMISSIONS WILL BE ACCEPTED
STATEMENT OF QUALIFICATIONS SUBMITTED BY FACSIMILE OR EMAIL
WILL NOT BE ACCEPTED**

Submittals are to be placed in sealed packages with the following information clearly marked on the outside of each package:

- 1) Name of the firm responding.
- 2) Title: Request for Qualifications for Construction Management Services.

Once the District receives the SOQ they will remain valid for a period of at least six months.

EVENT	DATE
Release of Request for Qualifications Documents	September 14, 2017
Receive and Evaluate Statement of Qualifications	September 29, 2017
Interviews with Construction Manager Applicants (If Needed)	October 4, 2017
Notify Respondents of Intent to Approve Selections	October 10, 2017
Board Approval of Construction Manager & Execute Agreement	October 12, 2017
Completion of Projects	TBA
<i>Note: All dates are preliminary and subject to revision through input from Construction Manager</i>	

MISCELLANEOUS INFORMATION

1. SOQ's should be typewritten, concise, straightforward, and must address each of the requirements and questions set forth above.
2. The District has the right, and sole discretion, to reject any or all qualification packages without indicating the reason for such rejection and to waive any informality on any SOQ received. The District reserves the right, and sole discretion, to hire more than one firm, delay the selection process, withdraw the RFQ, cancel the project(s), or proceed with the project(s) without the firm/individual. The District does not guarantee any work on all or any specific project(s). The District is not committed to negotiate a contract with any firm or individual. The District may select an alternative construction management firm through any other means determined to be in the District's best interests.
3. The firm's qualification package, and any other supporting materials submitted to the District in response to this RFQ will not be returned. Upon submission to District, the SOQ and other documents responding to this RFQ shall become the exclusive property of the District, are deemed matters of public record and shall be thereupon considered public records, except for information contained in such SOQ or other documents submitted with the SOQ deemed to be "Trade Secrets" (as defined in California Civil Code §3426.1), "Confidential" or "Proprietary." A firm who indiscriminately marks all or most of its SOQ or other documents submitted with its SOQ as exempt from disclosure as a public record, whether by the notations of "Trade Secret"/ "Confidential"/ "Proprietary" or otherwise, may render the SOQ non-responsive and rejected. At such time as SOQ's and other documents are deemed matters of public record, pursuant to the above, any party shall be afforded access thereto for inspection and/or copying, by request made to the District in conformity with the California Access to Public Records Act, California Government Code §§6250, et. seq. Information contained in a SOQ, excluding the firm's financial information, shall become public documents subject to the Public Records Act.
4. This RFQ shall not obligate the District to pay any costs or incur any liability for the preparation or presentation of an SOQ submittal. The District shall also not be responsible for

any costs that a responding firm may incur in preparation for or attendance at any RFQ interview. All costs associated with the preparation or submission of an SOQ in response to this RFQ is solely the responsibility of the responding firms.

5. In the event your firm is asked to attend an interview, it is mandatory that the proposed primary project contact and a principal of the firm with the authority to enter into binding contracts with the District attend the interview along with the proposed project team members.

6. From the period beginning on the date of the issuance of this RFQ and ending on the date of the award of the contract, no person or entity submitting a SOQ in response to this RFQ, nor any officer, employee, representative, agent, or consultant representing such a person or entity, shall contact through any means or engage in any discussion regarding this RFQ or subsequent RFP, the evaluation or selection process, or the award of the contract with any member of the District's staff not mentioned above to be contacted in connection with this RFQ, the Board of Trustees, or members of the selection panel. Any such contact shall be grounds for: (1) the disqualification of the firm; or (2) the termination of any contract awarded to any firm where it is later discovered that such improper contact occurred.

7. As set forth above, the District shall review and assess all SOQ's to develop a list of top firms and shall negotiate fees with the top firm to perform Construction Management Services on a given project or projects. If fee negotiations with that firm are not successful, and/or the fees discussed are outside the budgetary constraints for the project, the District reserves the right to suspend negotiations with that firm, and proceed to negotiate with another firm on the shortlist. All SOQ's must provide a breakdown of the proposed fees for the firm's work and discuss the charges, if any, applicable to additional services that may become necessary if the Project goes over budget. The District reserves the right to negotiate the fee provided in any Firm's SOQ. However, all Firms must provide information regarding how its fee will be calculated and a total proposed price for the District's consideration.

8. By submitting a response to this RFQ, the professional consultant, understands and agrees to enter into a standard Construction Management Agreement with the District which will contain the following indemnity clause:

DUTY TO INDEMNIFY AND HOLD HARMLESS

To the fullest extent permitted by law, and subject to the limitations of Civil Code § 2782, Construction Manager agrees to indemnify, defend and hold District, its board members, employees, and officers harmless from liability arising out of:

(a) Workers Compensation and Employers Liability. Any and all claims under Workers' Compensation acts and other employee benefit acts with respect to Construction Manager's employees or Construction Manager's subcontractor's employees arising out of Construction Manager's work under this Agreement;

(b) General Liability. Liability for damages for (1) death or bodily injury to person; (2) injury to, loss or theft of property; (3) any failure or alleged failure to

comply with any provision of law or (4) any other loss, damage or expense arising under either (1), (2), or (3) above, sustained by the Construction Manager or the District, its officers, employees, state trustee or board members, or any person, firm or corporation employed by the Construction Manager or the District, upon or in connection with the Project, except for liability resulting from the sole or active negligence, or willful misconduct of the District, its officers, employees, agents or independent Architects who are directly employed by the District.

(c) Professional Liability. Any loss, injury to or death of persons or damage to property caused by any act, neglect, default or omission of the Construction Manager, or any person, firm or corporation employed by the Construction Manager, either directly or by independent contract, including all damages due to loss or theft, sustained by any person, firm or corporation including the District, arising out of, or in any way connected with the Project, including injury or damage either on or off District property; but not for any loss, injury, death or damages caused by sole or active negligence, or willful misconduct of the District.

DUTY TO DEFEND CLAIMS

The Construction Manager, at Construction Manager's own expense, cost, and risk, shall defend any and all claims, actions, suits, or other proceedings that may be brought or instituted against the District, its board members, officers, or employees, on account of or founded upon any of the causes, damages or injuries identified above and shall pay or satisfy any judgment that may be rendered against the District, its officers, or employees in any actions, suit or other proceedings as a result thereof.

DURATION OF THE INDEMNITY CONTRACT

The indemnity contract described herein is intended to apply during the period of Construction Manager's performance under this Agreement and shall survive the expiration or termination of this Agreement.

EXHIBIT "A"

PROJECT 1:

Bailey Modernization Anticipated Project Development Schedule:

- ~ **DSA Approval: October 2017**
- ~ **Project Bidding: November & December 2017**
- ~ **Construction Starts: May 2018**
- ~ **Construction Completion: August & September 2018**

PROJECT 2:

Mills, Bailey and Firebaugh High School Kitchen Upgrade

Schedule: TBA