Agenda Item:	II A: Recommended Action Item
Date:	December 14, 2023
To:	Magnolia Educational & Research Foundation dba Magnolia Public Schools ("**MPS**") Audit & Facilities Committee (the "**Committee**")
From:	Alfredo Rubalcava, CEO & Superintendent
Staff Lead(s):	Patrick Ontiveros, General Counsel & Director of Facilities Mustafa Sahin, Project Manager
RE:	Approval of Gateway Science and Engineering Inc to Provide Construction Management for the Magnolia Science Academy—5 ("**MSA-5**") New Construction Project at 7111 Winnetka Street Under a Multi-Prime Delivery Method

1. ***Action Proposed:***

   MPS Staff recommends that the Committee approve the selection of Gateway Science and Engineering Inc. **("GSE")** to provide construction management services for MSA-5's new construction project at 7111 Winnetka Ave in Winnetka (the "**Project**") and deliver the Project under a multi-prime delivery method for a total "all in" ~~construc~~tion management fee of $2,182,550.00, inclusive of general conditions, and further approve that MPS Staff be authorized to negotiate and sign a professional services contract, in substantially the form of attached Exhibit A, for said services in such form as MPS Staff may deem appropriate and in the best interests of MPS. Furthermore for the Committee to move and recommend that the Board adopt the same.

2. ***Purpose:***

   The purpose of this proposed action is to approve the selection of GSE to provide construction management services for the Project and to deliver the Project under a construction management delivery method and to authorize MPS Staff to negotiate a final contract with GSE. The Project will be funded with the proceeds of a Charter School Facilities Program ("**CSFP**") award from the Office of Public School Construction ("**OPSC**").

3. ***Background:***

   Acquisition of Winnetka Ave Property

   At its December 19, 2021 meeting, the MPS Board approved MPS signing a purchase and sale agreement ("**PSA**") for the purchase of the 7111 Winnetka Ave Property and making a good faith, refundable, escrow deposit of Two Hundred Thousand Dollars ($200,000). Escrow for the purchase and sale of the Property was opened on December 22, 2021. MPS exercised all three (3) of its options to extend the contingency period. At its June 16, 2022 meeting, the Board approved the waiver of the contingencies. At the June 16th meeting the Board also approved a loan from CLI Capital to fund the acquisition of the Property.

   MPS assigned to MPM Sherman Winnetka LLC ("**Winnetka LLC**") the right to acquire and take title to the Property with a loan from CLI Capital. Winnetka Ave LLC is a subsidiary of Magnolia

Properties Management, Inc., a 501(c)(3) support corporation. Concurrent with the foregoing assignment, MPS entered into a lease for the Property with Winnetka Ave LLC. Escrow on the Property closed on October 21, 2022.

CSFP Award

MPS Staff applied for funding to the OPSC's CSFP program during the application period held from May 2, 2022 to June 3, 2022. CSFP provides funding to charter schools for new school facilities. On October 26, 2022, the State Allocation Board ("**SAB**") approved a preliminary apportionment in the amount of $50,838,000. Awards made by CSFP are 50% loan and 50% grant. The loan portion is paid back by the award recipient and is amortized over 30 years. The CSFP award will be used to construct a new campus for MSA-5 which is currently co-located with MSA-1 on MSA-1's campus.

Architect of Record Selection

The DLR Group was selected as the architect of record for the Project at the Board's January 12, 2023 meeting. Current design schematics are attached as Exhibit B.

Construction Management RFP – 1st & 2nd Round

Staff had previously recommended, and the Board approved, the selection of Erickson Hall Construction as the construction manager for the Project. Due to certain projected construction cost overruns, Staff decided to pivot to consider other delivery options, including modular / prefab construction. Considering the new direction Staff terminated its contract with Erickson Hall. Staff issued a new RFP for construction management services on August 22, 2023, with an addendum issued on September 14, 2023 (collectively, the "**RFP**"). The RFP was sent to several construction management companies and was also posted on the MPS website. A copy of the RFP is attached as Exhibit C.

2nd Round Construction Management RFP Responses

Staff received a total of five (5) proposals from Ledesma & Meyer, Oltmans Construction TELACU Construction Management, Gateway Science and Engineering and Neff Construction, Inc. All responses may be found with this link. Four (4) of the proposals were responsive. The four (4) proposals are summarized below.

	Ledesma & Meyer	TELACU Construction Management	Gateway Science and Engineering	NEFF
Fees (including CM Fee and General Conditions)	$3,043,000.00	$2,916,278.00	$2,182,550.00	$3,111,552.07
Delivery Date	August 2025	34 months	August 2025	August 2025
Staffing	4, 5	7	7	7

MPS Staff formed a selection committee to screen the respondents. Based on the written proposals received and responses from reference checks, the team interviewed the four (4) vendors. The team thereafter decided that two, GSE and NEFF should be looked at further. The team requested additional information from them, including budgetary and schedule information, and held another round of interviews with them. The team thereafter visited four (4) projects, two (2) from each, to further evaluate the respondents' experience, including two (2) modular/prefab projects.

After careful consideration, including further due diligence, MPS Staff determined that GSE was the best fit for the Project including but not limited to the following reasons: team composition and staffing, breadth of experience with State funded school projects, quality of RFP response, competitive pricing; and attention to Project schedule and budget. GSE's response to the RFP, including its supplemental response to the addendum, is attached as Exhibit D-1. As part of the interview and selection process GSE produced a project timeline and cost schedule attached as Exhibit D-2. GSE subsequently produced additional revised project timelines and cost schedules based on various delivery options—specifically, (1) using the original design by DLR, a site built steel frame construction with a construction start date of February 1, 2024 with a 22 to 24 month construction duration; (2) using the original design by DLR, a site built steel frame construction with a construction start date of February 1, 2024 but with a compressed 18 month construction duration and a July 2025 delivery date; and (3) using modular construction adapted to the DLR design, a modular off-site steel frame construction with a construction start date of February 1, 2024 and a July 2025 delivery date which contemplates a modular construction. The budgets, timelines and cash flow projections for each scenario are attached as Exhibit E-1, Exhibit E-2, and Exhibit E-3.

4. ***Analysis & Impact:***

MSA-5 is presently co-located on MSA-1's campus. With a combined student population of approximately 1,000 students the site is highly congested. Due to space limitations, both MSA-1 and MSA-5 are constrained in accepting more students. Prior to its move to the MSA-1 campus, MSA-5 was located on prop 39 Los Angeles Unified School District campuses. The Project will allow MSA-5 to occupy its own facilities on a permanent basis and allow MSA-1 to continue to increase its enrollment.

5. ***Budget Implications:***

All costs related to the Project, including construction management fees, will be paid for with the proceeds from the CSFP award. Therefore, there should be no immediate impact on MSA-5's budget. As the direction of the Project is further refined, including considering all value engineering options and alternative delivery methods (for example, modular *versus* site stick built and scope reduction) potential solutions for cost effective delivery will be presented to the Board. In the event the total project cost exceeds the award then MPS will have to make up the difference in some manner. As the project progresses, MPS Staff will report back to the Board about project cost overruns, if any, and proposed measures for filling in the gap.

The CSFP Award is half grant and half loan so MSA-5 will be required to repay the loan portion commencing on the one year anniversary of the occupancy. Therefore, MPS Staff expects that it will commence repaying the loan of $25,419,000 in August 2026

6. ***Exhibits:***

Exhibit A.....Form of Construction Management Agreement with Multi-Prime Delivery

Exhibit B.....Schematics

Exhibit C.....RFP

Exhibit D-1 ....GSE RFP Response Including Addendum 1

Exhibit D-2 ....GSE Budget, Timeline and Cashflow for Modular Construction and Site Built Steel Frame Construction for Selection Process

Exhibit E-1.....GSE Budget, Timeline and Cashflow for Modular Off-Site Steel Frame Construction, With Delivery by July 15, 2024

EXHIBIT A

Form of Construction Management Agreement (For Multi-Prime Delivery)

CONSTRUCTION MANAGEMENT SERVICES

(For Multi-Prime Projects)

This Construction Management Services Agreement ("**Agreement**") is made and entered into this [14th] day of December 2023 by and between Magnolia Educational & Research Foundation dba Magnolia Public Schools, a California non-profit public benefit corporation and 501(c)(3) organization (hereinafter, the "**District**") and Gateway Science and Engineering, Inc., a California corporation (License No. [47127]) (hereinafter, the "**Construction Manager**") for construction management services relating to a multi-prime construction of a new campus at 7111 Winnetka Ave located in the Winnetka neighborhood of the City of Los Angeles for the District's Magnolia Science Academy—5 school (the "**Project**").

The District is the recipient of an award from the Office of Public School Construction for the Project. Construction Manager understands that the Architect (defined below) has produced and submitted plans to the DSA. Construction Manager further understands that District wishes to complete the Project within the District's budget for the Project's Construction Costs, inclusive of all fees and costs identified in Section 1.2.2 and to occupy the Project in time for the 2025-26 school year.

The District published a Request for Proposals/Qualifications for construction management services for the Project to which Construction Manager provided a proposal. Copies of the RFP/Q and Construction Manager's proposal are attached as Exhibits A and B, respectively. To the extent, there is a conflict between the provisions of this Agreement and any exhibit, the scope that provides the greatest benefit to the District shall control. The District selected Construction Manager for the Project based on its experience and its likelihood of success in meeting both the completion date and construction cost.

ARTICLE 1
CONSTRUCTION MANAGER'S SERVICES AND RESPONSIBILITIES

Construction Manager represents to the District that it has the necessary license for a Construction Manager as provided for in Government Code section 4525 et seq. that it has expertise and experience in construction supervision; bid evaluation; project scheduling; cost benefit analysis; claims review and negotiation; and general management and administration of construction projects. Construction Manager further represents to the District that it is properly registered with the Department of Industrial Relations and qualified to perform public works in accordance with Labor Code Sections 1725.5 and 1771.1 at all times during the term of this Agreement. Construction Manager covenants to provide its best skill and judgment in furthering the interests of the District in the management of the construction of the Project. The Construction Manager agrees to furnish efficient business administration and management services and to perform in an expeditious and economical manner consistent with the interests of the District. The Construction Manager shall provide the following services with respect to Project.

The Construction Manager agrees that in the event the District seeks State funding for the Project and the State Allocation Board ("**SAB**") adopts a policy for construction management services applicable to the New State Program ("**New SAB Policy**"), Construction Manager shall comply with the New SAB Policy and this Agreement shall be revised to comply with the New SAB Policy if the District is required to comply with the New SAB Policy as a condition for receiving State funding for the Project.

1.1 PRECONSTRUCTION SERVICES

1.1.1 General. The services to be provided during the Preconstruction Phase for the Project include, but are not limited to, providing responsible reporting, documentation, recommendations and supervision of the following services: pre-construction scheduling, review and recommendations during the design development stages from the schematic phase to the completion of working drawings, preparation of conceptual and periodic estimates, budget assessment and cost containment advice, value engineering studies and recommendations, budget and schedule reviews and feedback to the District regarding alternative forms of delivery and construction to meet the District's schedule and budget goals, and Construction Manager reviews.

1.1.2 Construction Management Plan. In consultation with the Architect of Record ("**Architect**"), the Construction Manager shall prepare a Construction Management Plan (the "**CM Plan**") for the Project which shall establish the scope for the Project and the general basis for the sequence of contracting for construction of the Project. In preparation for this CM Plan, the Construction Manager shall evaluate the local construction market, the District's schedule and budget goals for the Project, develop various alternative approaches, and make recommendations to the District. Upon approval by the District of the CM Plan for the Project, the Construction Manager shall prepare the CM Plan in final form. This document shall indicate the Project's rationale and recommend the strategy for purchasing, construction, the various bid packages for Project, and a Master Project Schedule.

1.2 GENERAL SERVICES

1.2.1 Master Project Schedule. The Construction Manager shall develop a Master Project Schedule for the Project, subject to approval by the District, which shall contain key milestones to be accomplished by the participants, including milestone completion dates for the Architect's and any consultant's design activities. The Master Project Schedule shall be consistent with the schedule attached hereto as Exhibit "C" and incorporated herein. The Master Project Schedule shall contain a critical path schedule for the construction of the Project and shall provide all major elements including dates, durations, phasing, milestones, and general sequencing necessary for the completion of the Project. The Master Project Schedule shall utilize the completion date of **July 15, 2025**. The Construction Manager shall periodically update the Master Project Schedule for the Project and submit each update to the District for the District's approval. Based on the approved Master Project Schedule, the Construction Manager shall prepare an Outline Schedule that includes all requirements of the Project. The Outline Schedule will be issued to all bidders for the Project and will be used by the "Trade Contractors" to prepare their "Trade Contractor Baseline Schedules" and to prepare the "Project Baseline Schedule" as these terms are defined in the General Conditions for construction of the Project that are part of the Contracts between the various trade contractors and the District.

1.2.2 Project Budget. The Construction Manager shall provide a budget based upon the amounts provided by the District pursuant to Article 2.2 ("**Project Budget**"). This budget shall include: the anticipated total of all of the separate contracts for the Project pursuant to Article 1.2.9 ("**Construction Cost**"); Construction Manager's compensation; and the General Conditions costs as provided in this Agreement. The Construction Manager shall review any Project requirements of District, the District's schedule goals, and existing budget data. The District's budget for the Project's Construction Costs, inclusive of all fees and costs set forth in Section 4.1 of this Agreement and inclusive of a $2,000,000 owner's contingency, is $34,400,000.

The Construction Manager shall make a report of the Project Budget to the District indicating: (1) shortfalls or surpluses in the Project Budget, and (2) recommendations for cost reductions, value engineering, or revisions to the District's Project requirements. The Construction Manager shall consult with the Architect and the District to suggest reasonable adjustments in the scope of the Project, if any, and to suggest alternate Bids in Construction Documents to adjust the construction costs to conform to the Project Budget.

1.2.3 Cost Management Procedures. The Construction Manager shall implement and maintain cost management procedures throughout the Preconstruction Phase for the Project. When design or programmatic changes are made and approved by the District, these changes shall be recorded and the cost effect shall be documented.

1.2.4 Construction Management Coordination. Construction Manager shall provide input to the District relative to means and methods of construction, duration of construction, and constructability.

1.2.5 Constructability Reviews. Construction Manager shall review the Architect's 50% and 90% Construction Documents submissions (or if the Construction Documents have already been submitted to the DSA the then most current plans) and provide written comments on the coordination of the various disciplines, including, but not limited to, civil, structural, architectural, mechanical, electrical, HVAC, plumbing, and landscape. Construction Manager will review any revisions to the plans based on converting the then current design to a modular/prefab delivery method. Construction Manager shall perform constructability reviews of such Construction Documents utilizing a checklist type method such as Redicheck or some other form acceptable to District. The checklists shall be made available to the District. The Construction Manager shall confirm that all constructability comments and revisions agreed upon by the Construction Manager, Architect and District are incorporated into the Construction Documents prior to them being issued to bidders.

1.2.6 Cost Adjustment Sessions/ Value Engineering. Construction Manager shall prepare for the District's approval a more detailed estimate of Construction Cost, as defined in Article 3, developed by using estimating techniques which anticipates the various elements of the Project. The Construction Manager shall update and refine this estimate at 50% and 90% completion of the Construction Documents or if the Project is converted to a modular/prefab delivery method at agreed upon intervals. The Construction Manager shall advise the District and the Architect if it appears that the Construction Cost may exceed the budgeted amount for Construction Cost as set forth in the Project Budget. The Construction Manager shall make recommendations for corrective action to bring the Construction Costs within the District Budget

including any proposed value engineering to reduce costs. The Construction Manager shall confirm that all approved value engineering revisions are incorporated into the Construction Documents prior to them being issued to bidders.

1.2.7 Design Review and Comments. The Construction Manager shall provide coordination between the Architect and the District on the proper flow of information for the Project. The Construction Manager shall develop written procedures for orderly communication to all Project consultants. Construction Manager shall advise on-site use and improvements. A fixed limit has been established under Article 2.2. The Construction Manager 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 Cost to the budgeted amount for Construction Cost as set forth in the Project Budget, if necessary.

1.2.8 Assignment of Responsibility. The Construction Manager shall provide recommendations and information to the District regarding the assignment of responsibilities for safety precautions and programs; temporary Project facilities; and equipment, materials and services for common use of contractors. The Construction Manager shall verify that the requirements and assignment of responsibilities are included in the proposed contract documents.

1.2.9 Separate Contracts (Multi-Prime Contracting). The Construction Manager shall advise on the separation of the Project into separate contracts for various categories of work ("**Contracts**"). The Construction Manager shall advise on the method to be used for selecting trade contractors and awarding individual bids. The Construction Manager shall prepare and revise contractor prequalification documents and identify potential contractors for District approval. The Construction Manager shall inspect, review, revise and assure proper delivery, assembly of the Project manuals and specifications and shall manage and coordinate the development of Construction Documents with the Architect. The Construction Manager shall review drawings and specifications for the Contracts to provide that: (1) the work of the separate contractors is coordinated, (2) all requirements for the Project have been assigned to the appropriate separate Contract and there are no gaps or overlaps in the work for each Contract to fully complete the Project, (3) the likelihood of jurisdictional disputes has been minimized, and (4) proper coordination has been provided for phased construction.

1.2.10 Monthly Reports. With the District's assistance, the Construction Manager shall provide a detailed cash flow tracking system for the Project. The system must be approved and accepted by the District. The Construction Manager shall update the cash flow spread sheet monthly or as often as reasonably required by the District.

1.2.11 Coordination of Relocation of District Property. If applicable, Construction Manager shall coordinate the moving, relocation, temporary housing and storing of the District's property prior to the construction phase for the Project.

1.2.12 Office of Public School Construction and Other Public Agencies. The Construction Manager, in cooperation with the District and Architect, shall assist with the coordination and processing of all necessary paperwork and close-out documents with the Office of Public School Construction ("**OPSC**"), Division of the State Architect ("**DSA**") and any other applicable public agencies.

1.2.13 Professional Consultants. The Construction Manager shall assist the District, if required, in selecting and retaining the professional services of surveyors, special consultants and testing laboratories, and coordinate their services.

1.3 PLAN CHECK AND BIDDING PHASE.

1.3.1 Bidding Procedures. The Construction Manager shall develop and expedite bidding procedures for bid document issuance, bid tracking and receipt of proposals with regard to each of the Contracts. The Construction Manager shall also take the necessary procedures to administer any prequalification of potential contractors as directed by the District and ensure that all Contracts are competitively bid when and as required by law.

1.3.2 Public Relations Activities. The Construction Manager shall assist the District in all public relations including, but not limited to, preparation of Project information and attending internal and public meetings as required, including site meetings. The Construction Manager shall be the point of contact for the entire community during all phases of construction in regards to any complaints, questions, safety issues, noise problems, dust problems, etc. and will notify the District in advance of taking any appropriate action that requires a public communication document or public statement.

1.3.3 Generate Bidder Interest. The Construction Manager shall develop bidders' interest in the Project and shall maintain contact with potential bidders for the Contracts on a regular basis throughout the bid period. A telephone campaign shall be conducted by Construction Manager to stimulate and maintain interest in bidding on the Project.

1.3.4 Bid Advertisements. The Construction Manager shall coordinate the preparation and placement of the notices and advertisements to solicit bids for each of the Contracts as required by law in cooperation with the District.

1.3.5 Prepare and Expedite Bid Documents Delivery. The Construction Manager shall coordinate and expedite the preparation, assembly and delivery of bid documents and any addenda for each of the Contracts to the bidders including the following, as applicable:

(a) Establish bid schedule by trade;

(b) Prepare summaries of work bid packages;

(c) Arrange for printing, binding and wrapping;

(d) Arrange for delivery; and

(e) Follow-up calls to the bidders.

The Construction Manager shall include the following requirements in all proposed Trade Contracts:

(a) The following bonding requirements:

(i) Performance bond at 100% of the contract amount; and

(ii) Labor and material bond at 100% of the contract amount.

(b) Insurance in amounts and coverage as directed by the District prior to bid.

(c) All bonds must be provided by a California admitted surety reasonably acceptable to the District.

1.3.6 Pre-Bid Conference(s). In conjunction with the Architect and District, the Construction Manager shall conduct the pre-bid conference(s). These conferences shall be a forum for the District, the Construction Manager, and Architect to present the District's Project requirements to the bidders, including prequalification requirements, as appropriate, and shall familiarize bidders with the particular Project, bid documents, management techniques and with any special systems, materials or methods.

1.3.7 Prequalification. The Construction Manager shall assist the District in administering any prequalification of bidders and subcontractors pursuant to Public Contract Code Section 20111.5 and/or 20111.6, evaluating prequalification documents submitted by contractors and assisting in any appeals regarding a contractor's prequalification result or status.

1.3.8 Coordination and Inquiries. The Construction Manager shall coordinate communications related to bidder inquiries and seek resolution for the appropriate party and provide timely forwarding of such information to the bidders and District.

1.3.9 Addenda Review. The Construction Manager shall administer the addenda process and shall provide a review of each addendum during the bid phase for time, cost, or constructability impact, and make appropriate comments or recommendations.

1.3.10 Bidding of Work. All construction work for the Project shall be competitively bid when and as required by law and awarded in no more than two bid phases in accordance with normal requirements for general contractors. If the Project is funded by State funds, the Construction Manager shall comply with any applicable SAB requirements. A bid phase summary shall be submitted with each bid phase package listing only the low bidders, their contract amounts, the Construction Manager's fee and General Conditions costs assigned to each bid phase, summed as a total committed cost. Construction Manager shall assist the District and Architect to ensure compliance with Education Code Section 17076.11 with respect to Disabled Veteran Business Enterprise goals.

1.3.11 Bid Evaluation. The Construction Manager in cooperation with Architect shall assist the District in prequalification, the bid opening, evaluation of the bids for completeness, full responsiveness and price, including alternate prices and unit prices (if applicable), shall make a formal report to the District with regard to the potential award of a Contract, shall receive bids, and prepare bids. The Construction Manager shall include a copy of the proposed Contract for each bidder recommended by the Construction Manager.

If applicable, the summary of bids shall classify all bids according to SAB cost allowance categories. When a bid includes work in more than one cost category, the summary shall assign an appropriate amount to each.

Construction Manager shall certify in writing that the Contracts contained in the submittal for the District represents all the contracts required to perform the work in the plans and specifications for the Project, and that no additional contracts are foreseen to complete the necessary work for such Project. In the event the contracts and the work deferred for the future do not represent 100% of the work, Construction Manager shall be responsible for providing all the construction management services necessary to complete the work that was not included in the initial Contract submittal at no additional cost to the District. In no event shall Construction Manager be entitled to additional compensation or general conditions costs for performing construction management services that are necessary to complete work that was not included in the initial Contracts submittal prepared by the Construction Manager.

1.3.12 Rebidding. In the event the bids exceed the Project Budget and the District authorizes rebidding of all or portions of the Project, the Construction Manager shall cooperate in revising the scope and the quality of work as required to reduce the construction costs for the Project. The Construction Manager, without additional compensation, shall cooperate with the District and Architect as necessary to bring construction costs within the Project Budget.

1.3.13 Non-interest in Project. The Construction Manager shall not be a bidder, or perform work for any bidder on any individual Contract.

1.3.14 Purchase, Delivery and Storage of Materials and Equipment. If applicable, the Construction Manager shall investigate and recommend a schedule for the District's purchase of materials and equipment which are a part of the Project and require long lead time procurement, and coordinate the schedule with the early preparation of portions of the contract documents. The Construction Manager shall expedite and coordinate delivery of all purchases.

If applicable, the Construction Manager shall arrange for delivery and storage, protection and security for District -purchased materials, systems and equipment which are a part of the Project, until such items are incorporated into the Project. The Construction Manager shall coordinate with or assign these activities to the appropriate contractor who is responsible for the installation of such materials, systems, and equipment.

1.3.15 Analysis of Labor. The Construction Manger shall provide an analysis of the types and quantities of labor required for the Project and review the availability of appropriate categories of labor required for critical phases. The Construction Manager shall make recommendations to minimize adverse effects of labor shortages.

1.4 CONSTRUCTION PHASE.

The Construction Phase for the Project shall commence with the award of the initial Contract and shall continue until sixty-five (65) days after the recording of a notice of completion for the Project or sixty-five (65) days after completion of the Project as defined in Public Contract Code Section 7107 whichever is earlier.

The Construction Phase consists of the coordination of all activities that are included in the construction of a particular Project. The Construction Manager shall be responsible for coordinating the work for the Project pursuant to the Outline Schedule and Project Baseline Schedule for the construction of the Project. The Construction Manager shall maintain communication with the District throughout the Construction Phase and shall provide responsible reporting and documentation prior to the contractors' pre-construction conference and shall be responsible for coordinating the site construction services provisions (general conditions items) including supervision and administration of the Project, conducting construction progress meetings, providing progress reports, processing contractors requests for information (RFI's), reviewing and recommending with the Architect the approval or disapproval of construction change documents, immediate change directives, change orders and payments to the contractors, and maintaining record keeping to assist the District in negotiations, mediation or arbitration of claims or disputes.

1.4.1 Pre-Construction Conference(s). The Construction Manager shall conduct, in conjunction with the District and the Architect, pre-construction orientation conference(s) for the benefit of the successful contractors and shall serve to orient the contractors to the various reporting procedures and site rules prior to the commencement of actual construction. The Construction Manager shall obtain the certificates of insurance and bonds from the contractors and forward such documents after review and approval by the Construction Manager to the District. Construction Manager shall conduct initial coordination meetings with the Trade Contractors as required to review and analyze the Contract Documents and address conflicts and clashes observed or that are otherwise determined to exist in the Contract Documents by the Construction Manager so issues can be resolved through RFI's or generated questions.

1.4.2 Contract Administration. The Construction Manager, in cooperation with the Architect, shall administer the construction Contracts as set forth herein and as provided in the General Conditions of the Contacts for construction. The Construction Manager shall coordinate the preparation of construction staging areas on-site for the Project and shall coordinate the preparation of the site for construction, including, but not limited to, coordinating fencing, barricades or other items reasonably necessary for efficient construction. The Construction Manager shall also coordinate the mobilization of all contractors and shall coordinate construction sequencing.

In addition, the Construction Manager shall provide management and related services as required to coordinate work of the contractors with each other and the activities and responsibilities of the Architect and the District in order to complete the Project in accordance with the Contract Documents and this Agreement and within the Project Budget. The Construction Manger shall provide sufficient organization, qualified and experienced personnel and management to carry out the requirements of this Agreement.

The Construction Manager shall maintain a competent full-time staff at the Project site for the purpose of coordinating and providing general direction for the work and progress of the contractors.

1.4.3 Submittal Procedures. The Construction Manager shall establish and implement procedures with the Architect and coordinate and review shop drawing submittals,

requests for information, samples, product data, change orders, payment requests, material delivery dates and other procedures; and maintain logs, files and other necessary documentation. Construction Manager shall confirm that all contractors and subcontractors submit certified payroll records to the Labor Commissioner in accordance with Labor Code section on at least a monthly basis (or more frequently if required by the District or the Labor Commissioner). Construction Manager shall keep a records of all such submissions and periodically provide a copy of the same to the District. Construction Manager shall coordinate the dissemination of any information regarding submittals and consult with the Architect and the District if any Contractor requests interpretations of the meaning and intent of the Contract Documents, and assist in the resolution of questions which may arise.

1.4.4 Meetings. The Construction Manager shall coordinate and conduct preconstruction, construction and weekly job-site progress meetings with the Contractors and shall work with the Architect to ensure that the Architect records, transcribes and distributes minutes to all attendees, the District, and all other appropriate parties. The Construction Manager shall assist in the resolution of any technical construction issues.

1.4.5 Coordination of Technical Inspection and Testing. The Construction Manager shall coordinate with the District's certified inspector all testing required by the Architect or other third parties. If requested, the Construction Manager shall assist the District in selecting any special consultants or testing laboratories. All inspection reports shall be provided to the Construction Manager on a regular basis.

1.4.5.1 The Construction Manager shall verify that the Project Inspector has the appropriate amount of Project Inspection Cards (Form DSA 152) that are needed for the inspection and completion of the entire Project prior to the commencement of any work by any Trade Contractor on the Project. The Construction Manager shall immediately inform the District and the Architect if the Project Inspector does not have the requisite Project Inspection Cards needed for the inspection and completion of the Project. The Construction Manager shall review the DSA approved Statement of Structural Tests and Special Inspections (Form DSA 103) for the Project prior to the commencement of any work on the Project in order to become familiar with all testing and inspections that are required for the completion of the Project.

1.4.5.2 The Construction Manager shall meet with the Architect, Project Inspector, District, Trade Contractors, Laboratory of Record and Special Inspectors as needed throughout the completion of the Project to verify, acknowledge and coordinate the testing and special inspection program required by the DSA approved Construction Documents.

1.4.5.3 The Construction Manager shall coordinate with all Trade Contractors to ensure timely requests for inspections are made and that the requirements related to the DSA's Inspection Card Process and Form DSA 152 are being met for the Project. The Construction Manager shall notify the District, in writing, when delays or impacts to the Project Schedule are being caused by a party not complying with DSA's Inspection Card requirements and Form DSA 152. The Construction Manager shall establish a procedure to verify that the Architect, Architect's Consultants, Project Inspector, Laboratory of Record and Trades Contractors are performing services in compliance with the "Construction Oversight Process Procedure" required by the California Code of Regulations, Title 24 and as further described in the DSA's PR 13-01

and 13-02. As part of the procedure established under this section, the Construction Manager must be able to verify that all interim verified reports and verified reports are being submitted to the DSA by the responsible parties in a timely manner. As part of the monthly reporting process, Construction Manager shall notify the Owner when the Architect, Architect's Consultants, Project Inspector, Laboratory of Record or Contractor have failed to comply with the Construction Oversight Process Procedure and must inform the Owner of the impact such failure(s) will have upon the Project and its schedule.

1.4.5.4 Any references to the DSA requirements, DSA forms, documents, manuals applicable to the Project shall be deemed to include and incorporate any revisions or updates thereto.

1.4.6 Construction Observation. The Construction Manager shall assist the District's inspector in observing that the materials and equipment being incorporated into the work are handled, stored and installed properly and adequately and are in compliance with the contract documents for the Project. The Construction Manager shall report to the District regarding the status of such activity. The Construction Manager shall guard against defects and deficiencies and shall advise the District of any deviations, defects or deficiencies the Construction Manager observes in the work. The Construction Manager's observation duties shall include reasonable diligence to discover work that is not in compliance with the contract documents. These observations shall not, however, cause the Construction Manager to be responsible for those duties and responsibilities which belong to the District's inspector.

1.4.7 Non-Conforming Work. The Construction Manger shall, in conjunction with the District's inspector, review contractor's recommendations for corrective action on observed non-conforming work. The Construction Manager shall make recommendations to the District, the Architect and Project Inspector in instances where the Construction Manager observes work that, in its opinion, is defective or not in conformance with the contract documents. The Construction Manager shall assist the Project Inspector in observing the Contractor's work to verify that all authorized changes are properly incorporated in the Project. The Construction Manager shall report to the District regarding the status of such activity and provide a written record of the same.

1.4.8 Exercise of Contract Prerogatives. The Construction Manager shall advise the District and make recommendations to the District for exercising the District's Contract prerogatives, such as giving a contractor notice to accelerate the progress when the schedule goals are in jeopardy due to contractor failings, withholding payment for cause and other prerogatives when required in an effort to achieve contract compliance.

1.4.9 Implementation of Project Baseline Schedule. The Construction Manager shall prepare and implement a Project Baseline Schedule based on the input and Trade Contractor Baseline Schedules provided by the Trade Contractors. The Project Baseline Schedule (or Schedule Update) prepared by the Construction Manager shall then constitute the schedule to be used by Trade Contractors, separate contractors, and the District until subsequently revised. The Project Baseline Schedule shall incorporate the Outline Schedule from the Master Project Schedule and shall note durations that will not be adequate or should be shortened based on the reviews of the Trade Contractors. Any modifications to the Outline Schedule shall be reviewed with all other

applicable Trade Contractor Baseline Schedules and incorporated into the Construction Manager's Project Baseline Schedule for the entire Project. Construction Manager shall regularly update and maintain the Project Baseline Schedule incorporating the activities of Contractors on the Project, including activity sequences and durations, allocation of labor and materials, processing of shop drawings, product data and samples, and delivery of products requiring long lead time procurement. The Project Baseline Schedule shall include the District's occupancy requirements showing portions of the Project having occupancy priority. The Construction Manager shall update, reissue and distribute the Project Baseline Schedule as required to show current conditions and revisions required by the actual experience and to incorporate Trade Contractor updates. The Construction manager shall notify the District when a Trade Contractor fails to participate in the coordination process of the Project Baseline Schedule or otherwise fails to provide a Trade Contractor Baseline Schedule related to its scope of Work for use by the Construction Manager.

1.4.10 Safety Programs. To the extent required by OSHA or any other public agency, Construction Manager shall obtain each Contractor's safety programs and monitor their implementation along with any necessary safety meetings. Construction Manager shall ensure that such safety programs are submitted to the District.

1.4.11 Endorsements of Insurance, Performance/Payment Bonds. The Construction Manager shall receive and review Endorsements of Insurance, Performance/Payment Bonds from the Contractors and forward them to the District with a copy to the Architect prior to commencement of any work by such contractors. Construction Manager shall inform the District of any noted deficiencies in insurance, or bonds submitted.

1.4.12 Changes in Construction Cost. The Construction Manager shall revise and refine the approved estimate of Construction Cost, incorporate approved changes as they occur, and develop cash flow reports and forecasts as needed.

The Construction Manager shall provide regular monitoring of the approved estimate of Construction Cost, showing actual costs for activities in progress and estimates for uncompleted tasks. The Construction Manager shall identify variances between actual and budgeted or estimated costs and advise the District and the Architect whenever the Project's costs appear to be exceeding budgets or estimates.

1.4.13 Construction Progress Review. The Construction Manager shall keep a daily log containing a record of weather, the Contractors working on the site, number of workers, work accomplished, problems encountered, and other relevant data or such additional data as the District may require. The Construction Manager shall provide the log to the District at the end of each work week for the previous seven (7) days. The Construction Manager shall prepare and distribute the construction schedule updates to the Project Baseline Schedule on a monthly basis to maintain the Project Baseline Schedule. After an evaluation of the actual progress as observed by the Construction Manager, scheduled activities shall be assigned percentage-complete values. The report shall reflect actual progress as compared to scheduled progress and note any variances. The Construction Manager shall identify problems encountered in accomplishing the work and recommend appropriate action to the District to resolve these problems with a minimum effect on the timely completion of the Project. If needed in order meet the completion schedule, the Construction Manager shall assist the Contractor(s) in preparing a recovery schedule. The

recovery schedule shall reflect the corrective actions, costs (if any) and efforts to be undertaken by the contractor(s) to recapture lost time. This recovery schedule shall be distributed to the Contractor(s), the District, Architect and other appropriate parties.

1.4.14 Maintain On-Site Records. The Construction Manager shall develop and implement a comprehensive document management program. The Construction Manager shall maintain at the Project site, on a current basis: a record copy of all Contracts, drawings, specifications, addenda, change orders and other modifications, in good order and marked to record all changes made during construction; shop drawings; product data; samples; submittals; purchases; materials; equipment; applicable handbooks; Titles 21 and 24 of the California Code of Regulations; the California Uniform Building Code; maintenance and operating manuals and instructions; and other related documents and revisions which arise out of the Contracts. The Construction Manager shall maintain records in duplicate, of principal building layout lines, elevations for the bottom of footings, floor levels and key site elevations certified by a qualified surveyor or professional engineer, if necessary. The Construction Manager shall make all records available to the District. At the completion of the Project, the Construction Manager shall deliver all such records to the Architect, so the Architect may complete the record as-built drawings.

1.4.15 Schedule of Values and Processing of Payments. The Construction Manager shall review and approve each Contractor's schedule of values for each of the activities included in that Contractor's schedule of values. The Construction Manager shall develop and maintain a master schedule of values. The Construction Manager shall develop and implement procedures for the review and processing of applications by Contractors for progress and final payments. As part of the evaluation of progress payments, the Construction Manager shall review all "as-built" documents and ensure that the Contractor's "as-built" documents are updated and current. The Construction Manager shall review with the Architect and make recommendations to the District pertaining to payments to the Contractors.

1.4.16 Changes to the DSA Approved Construction Documents. After the Project has been let, all changes to the DSA approved Construction Documents shall be made by means of a Construction Change Document ("**CCD**") prepared by the Architect in conjunction with the Construction Manager. The Construction Manager shall review all CCD's related to the Project to determine which changes affect the Structural, Access or Fire & Life Safety (collectively "**SAFLS**") portions of the Project and ensure that such changes are documented and implemented through a written CCD-Category A (Form DSA 140). The Construction Manager shall verify that all CCD-Category As are submitted to the DSA by the Architect with all supporting documentation and data and that such CCDs are approved by the DSA before work commences on the Project related to such CCDs. The Construction Manager shall verify that the District has reviewed and approved of all CCD-Category As before they are submitted to the DSA by the Architect for review and approval. All other changes to the DSA approved Construction Documents not involving SAFLS portions of the Project are not required to be submitted to the DSA unless the DSA specifically requires such changes to be submitted to the DSA in the form of a written CCD-Category B (Form DSA 140) inclusive of all supporting documentation and data. The Construction Manager shall verify that all CCD-Category Bs are submitted to the DSA by the Architect with all supporting documentation and data and that such CCDs are approved by the DSA before work commences on the Project related to such CCDs. Changes that are not determined by the Architect and/or DSA to require documentation through an approved CCD-Category A or CCD-Category B

shall be documented by the Architect and Construction Manager through an alternative CCD form or other document approved by the District. The Construction Manager shall evaluate Trade Contractors' proposal costs and make a formal recommendation to the District regarding the acceptance of any proposals for a Change Order. The Construction Manager shall assist the Architect with the preparation and issuance of any Immediate Change Directives ("**ICD**"), as directed by the District, to complete work that is necessary due to a Trade Contractor's failure to complete the Project in accordance with the DSA approved Construction Documents. An ICD is a written order prepared by the Architect and signed by the District and the Architect directing a change in the work where the work must proceed immediately and stating a proposed basis for adjustment, if any, in a Trade Contractor's Contract sum or Contract Time, or both. The Construction Manager shall ensure that the Project Inspector is provided with a copy of each ICD and shall coordinate the inspection of the applicable work under any ICD pursuant to such ICD.

1.4.17 Negotiations of Change Order Costs and Time Extensions. All changes to the DSA approved Construction Documents, whether set forth in a CCD, ICD or any other document approved by the District, shall be incorporated into Change Orders prepared by the Construction Manager in conjunction with the Architect for the District's approval. Each Change Order shall identify: (1) the description of the change in the work; (2) the amount of the adjustment to the Trade Contractor's Contract sum, if any; and (3) the extent of the adjustment in the Trade Contractor's Contract Time, if any. The Construction Manager shall prepare Change Orders, with supporting documentation and data, for the District's review in accordance with the Construction Documents. The Construction Manager shall assist the District and the Architect representative in negotiating any CCD/Change Order costs and time extensions. The Construction Manager shall evaluate and make written recommendations regarding Trade Contractors' proposals for possible CCD's and/or Change Orders.

1.4.18 Change Order Reports. The Construction Manager shall not issue instructions contrary to the Contract between the District and a Trade Contractor, or between the District and Architect. The Construction Manager shall ensure that all changes to the Contract between the District and a Trade Contractor are documented by an approved CCD, ICD, or other document approved and executed by the District. Any communication between the Construction Manager and the Trade Contractors shall not in any way be construed as binding on the District, or releasing the Trade Contractors from fulfillment of any of the terms of the Contract between the District and such Trade Contractors. For the Project, the Construction Manager shall prepare and distribute change order reports on a monthly basis throughout the Construction Phase. This report shall provide information pertaining to proposed and executed CCD's, ICD's and change orders and their effect on the Contract price and Project Baseline Schedule as of the date of the report.

1.4.19 Contractor Claims. The Construction Manager shall be given copies of all notices of claims by Contractors against the District for any alleged cause. The Construction Manager, jointly with Architect, shall perform evaluation of the contents of the claim within twenty-five (25) days, and make recommendations to the District. If requested by the District, the Construction Manager shall prepare estimates based on any alleged cause of claims submitted by the Contractor(s) and shall prepare alternate estimates based on varying scenarios of the claim cause. These estimates shall be transferred to the District and shall be used in claim rulings and negotiations. If requested by the District, the Construction Manager shall analyze the claims for extension of time and prepare an impact evaluation report which reflects the actual impact to the

Project Baseline Schedule. The report shall also provide a narrative including a recommendation for action to the District. Construction Manager shall negotiate claims with the Contractor(s) on behalf of the District. The Construction Manager shall make a written recommendation to the District concerning settlement or other appropriate action. Excepting those claims for which the Construction Manager is responsible, Construction Manager's obligations pursuant to this Paragraph shall cease upon completion of the Project as defined in Article 1.4 of this Agreement.

1.4.20 Project Status Reports. The Construction Manager shall prepare and distribute monthly a Project Status Report. The Construction Manager shall ensure that the Verified Reports required by Title 24 of the California Code of Regulations be completed quarterly by the contractors for the Project.

1.4.21 Equipment Instruction Manuals, Warranties and Releases. The Construction Manager shall obtain all written material such as operations and maintenance manuals, warranties, affidavits, releases, bonds, waivers and guarantees for all equipment installed in the Project. All such materials, including equipment instruction material, keys and documents shall be reviewed and delivered to the appropriate District personnel.

1.4.22 Completion of Contracts and Project. When the Construction Manager considers a Contractor's work or a designated portion thereof complete, the Construction Manager shall prepare for the Architect a list of incomplete or unsatisfactory items ("**Punch-list**") and a schedule for their completion. The Construction Manager shall assist the Architect in conducting inspections.

The Construction Manager shall coordinate the correction and completion of the work. The Construction Manager shall assist the Architect in determining when the Project or a designated portion thereof is substantially complete and finally complete. The Construction Manager shall prepare a summary of the status of the work of each contractor, listing changes in the previously issued Punch-list and recommending the times within which contractors shall complete the uncompleted items on the Punch-list.

1.4.23 As-Built Documents. The Construction Manager shall perform coordination, supervisory and expediting functions in connection with the contractor's obligation to provide "as-built" documents and make recommendations for adequate withholding of retention in the event that a contractor fails to provide acceptable "as-built" documents.

1.4.24 Training Sessions. The Construction Manager shall coordinate and schedule training sessions, if necessary, for the District's personnel and shall require that the Contractor's obligation in providing this training is fulfilled.

1.4.25 Recommendations to District. The Construction Manager shall secure satisfactory performance from each Contractor. The Construction Manager shall recommend courses of action to the District when the requirements of a Contract are not being fulfilled, and the nonperforming party has not taken satisfactory corrective action.

1.4.26 Accounting Records. The Construction Manager shall establish and administer an appropriate Project accounting system in conjunction with the District and shall maintain cost accounting records on authorized work performed under unit costs, additional work

performed on the basis of actual costs of labor and materials, or other work requiring accounting records.

1.4.27 Permits. The Construction Manager shall assist the District in obtaining all necessary permits for the Project, including without limitation, building, grading, utility and occupancy permits. This task may encompass accompanying governmental officials (Fire Marshal, DSA, Health Department, etc.) during inspections, assisting in preparing and submitting proper documentation to the appropriate approving agencies, assisting in final testing and other necessary and reasonable activities.

1.4.28 Initial Start-up and Testing. With the Architect and the District's maintenance personnel, the Construction Manager shall observe the Contractors' proper installation of utilities, operational systems and equipment for readiness and assist in their initial start-up and testing for the Project. The Construction Manager shall coordinate and assist the District in the move-in for the Project.

1.4.29 Interim and Final Verified Reports. The Construction Manager shall coordinate with the Project Inspector, Architect, the Architect's Consultants, Special Inspector(s), Laboratory of Record and any other engineers on the Project to verify that all verified reports are timely submitted to the DSA and the District throughout the completion of the Project and prior to the Project Inspector's approval and sign off of any of the following sections on all the Project Inspection Cards (Form DSA 152) required for the construction of the Project: (1) Initial Site Work; (2) Foundation; (3) Vertical Framing; (4) Horizontal Framing; (5) Appurtenances; (6) Non-Building Site Structures; (7) Finish Site Work; (8) Other Work; or (9) Final.

1.4.30 Final Completion and Project Report. The Construction Manager, in conjunction with the Architect and the District's Project Inspector, shall at the conclusion of all corrective action of Punch-list items, make a final comprehensive review of the Project, make a report to the District which indicates whether the Construction Manager and the Architect find the work performed acceptable under the DSA approved Construction Documents and the relevant Project data, and make recommendations as to final payment and the approval of a Notice of Completion for the Project. At the conclusion of the Project, the Construction Manager shall prepare final accounting and close-out reports of all above indicated report systems. These reports shall summarize, for historical purposes, any items which are not self-explanatory.

1.4.31 Assessment of Liquidated Damages. Construction Manager shall advise the District on the Liquidated Damages that shall be assessed against any Trade Contractor for failure to comply with the Baseline Schedule or Schedule Updates, failure to meet Milestones or the Contract Time and failure to timely complete the correction of all Punch-list items. Construction Manager shall immediately notify the District when Liquidated Damages become applicable on account of a Trade Contractor's failure to perform so the District and Construction Manager can notify the Trade Contractor that the Liquidated Damages period has commenced.

1.5 TIME.

1.5.1 The Construction Manager shall perform the services set forth in this Agreement as expeditiously as is consistent with reasonable skill and care and the orderly progress of the Project.

1.5.2 In the event the construction time requirements set forth in Article 1.1.2 of this Agreement are exceeded, and the delay is caused by the Construction Manager, the Construction Manager's fee shall be reduced by an amount of FIVE HUNDRED DOLLARS ($500.00) per calendar day as liquidated damages, but not as a penalty, starting from the scheduled construction completion date for the Project until construction is substantially complete.

1.5.3 Construction Manager shall be entitled to an extension of time for the time of completion and shall not be subject to a claim for liquidated damages for delays which may arise due to an Act of God as defined in Public Contract Code section 7105 if the Act of God affects the governmental agency from which approvals are necessary for completion of the Project, but Construction Manager shall have no claim for any other compensation for such delay. Should the schedule for the Project be extended due to an Act of God as discussed above, the Construction Manager's performance contract shall be extended and the Construction Manager shall be compensated for this extension under the provisions of Article 4.2.4 of this Agreement.

ARTICLE 2
THE DISTRICT'S RESPONSIBILITIES

2.1 The District shall provide full information regarding the requirements of the Project including the District's objectives, constraints and criteria.

2.2 Prior to the commencement of the Preconstruction Phase for the Project, the District shall provide a financial plan and budget to be utilized by Construction Manager as set forth in Article 1.1.3 of this Agreement.

2.3 The District shall designate a representative ("**District Representative**") to act on the District's behalf with respect to each Project. The District, or the District Representative, if authorized, shall render decisions promptly to avoid unreasonable delay in the progress of the Construction Manager's services.

2.4 The District shall furnish tests, inspections and reports as required by law or the contract documents.

2.5 The services, information and reports required by Articles 2.1 through 2.4, inclusive, shall be furnished at District's expense.

2.6 If the District observes or otherwise becomes aware of any fault or defect in the Project, or nonconformance with the contract documents, prompt notice thereof shall be given by the District to the Construction Manager.

2.7 The District reserves the right to perform work related to the Project with the District's own forces and/or to award contracts in connection with the Project. The Construction Manager shall notify the District within ten (10) days of actual knowledge of the District's intent to perform work related to the Project with the District's own forces and/or to award contracts in connection with the Project, if any such independent action shall in any way compromise the Construction Manager's ability to meet the Construction Manager's responsibilities under this Agreement.

2.8 The District shall retain an Architect whose services, duties and responsibilities are described in an agreement between the District and the Architect. The terms and conditions of the District-Architect agreement shall be furnished to the Construction Manager.

ARTICLE 3
CONSTRUCTION COST AND PROJECT BUDGET

3.1 The Construction Cost of the Project shall be the total of the final contract sums of all of separate contracts of contractors for the Project, and shall not exceed the budgeted amount for the Construction Cost as set forth in the Project Budget.

3.2 Except as otherwise provided herein, the Construction Cost shall not include the compensation of Construction Manager, the Architect and other consultants, general conditions, the cost of land, rights-of-way and other costs which are the responsibility of the District as provided in Article 2 hereof, inclusive.

3.3 The Project Budget has been established under Article 2.2 hereof by the allowance for construction. Construction Manager 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 Project costs so that it does not exceed the Project Budget.

3.4 If the fixed limit of Construction Cost as set forth in the Project Budget is exceeded by the sum of the lowest figures from bona fide bids, the District shall (1) give written approval of an increase in such fixed limit, (2) authorize rebidding of the Project or portions of the Project within a reasonable time, (3) cooperate in revising the scope and the quality of the work as required to reduce the Construction Cost or (4) reject all bids and abandon the Project. In the case of items (2) and (3), Construction Manager, without additional compensation, shall cooperate with the District and Architect as necessary, including providing services as set forth in Article I, to bring the Construction Cost within the fixed limit of the Project Budget.

3.5 With the District's assistance, Construction Manager shall provide, on a monthly basis, a detailed cash flow tracking system for the Project. The system must be approved and accepted by the District. The Construction Manager shall update the cash flow spread sheet monthly or as required by the District.

Construction Manager shall provide for the District's review and acceptance, a monthly report for the Project. This report shall show the status for the Project that is under construction pertaining to this Agreement. With the District's assistance, the Construction

Manager shall provide all construction related agenda items. Examples: change orders, notices to proceed, notice of completion, authorization to bid, award of contracts, etc.

ARTICLE 4
BASIS OF COMPENSATION AND PAYMENT

The District shall compensate Construction Manager for the services required hereunder, as follows:

4.1 FEES AND COSTS.

4.1.1 BASIC SERVICES FEE

The stipulated Not-to-Exceed Fee that shall be paid to the Construction Manager for providing all the services set forth in Article 1 shall be $2,059,300 (the "**Basic Services Fee**"); PROVIDED HOWEVER, in the event that the District elects to utilize a modular / prefabricated building delivery method then the Basic Services Fee shall be equitably adjusted down to account for the reduce effort by the Construction Manager.

4.1.2 GENERAL CONDITIONS COSTS

General Conditions as described in Article 5 shall be reimbursed at cost in accordance with Article 5 with the total not to exceed ONE HUNDRED TWENTY THREE THOUSAND TWO HUNDRED FIFTY DOLLARS ($123,250).

4.2 PAYMENT

4.2.1 BASIC COMPENSATION PAYMENT:

4.2.1.1 Pre-Construction Invoicing. Construction Manager shall invoice up to THREE HUNDRED FOUR THOUSAND DOLLARS ($304,000) of the Basic Services Fee for the services set forth in Article 1 based on the actual level of completion *less* Project Retention, from the time the Construction Manager begins work on the Project to the commencement of the Construction Phase time the contractor is selected by the District.

4.2.1.2 Construction Invoices. Construction Manager shall invoice up to ONE MILLION FOUR HUNDRED NINETY THREE THOUSAND DOLLARS ($1,493,000) of the Basic Services Fee based on the actual level of completion during the Construction Phase *less* Project Retention.

4.2.1.3 Project Retention. Construction Manager shall invoice SEVEN AND ONE HALF PERCENT (7.5%) of the Basic Services Fee thirty-five (35) days after the District files the last Notice of Completion for the Project.

4.2.2 GENERAL CONDITIONS PAYMENT

Construction Manager shall invoice General Conditions costs monthly during the duration of the construction work. All General Condition costs must be supported by an invoice, receipt, an employee time sheet, or other acceptable documentation.

4.2.3 PAYMENT OF INVOICES.

The District shall make payments to Construction Manager within thirty (30) days of receipt of the appropriate and approved invoice from Construction Manager.

4.2.4 ADDITIONAL COMPENSATION.

Construction Manager shall not be entitled to additional compensation unless there are unusual and unanticipated circumstances and only when approved in writing by the District, in advance of such services being provided. If the Construction Manager shall claim compensation for any damage sustained by reason of the acts of the District or its agents, Construction Manager shall, within ten (10) days after sustaining of such damage, submit to the District a written statement of the damage sustained. On or before the 15th day of the month succeeding that in which such damage shall have been sustained, the Construction Manager shall file with the District an itemized statement of the details and amount of such damage in accordance with this Article, and unless such statement is submitted, any claims by Construction Manager shall be forfeited and invalidated and Construction Manager shall not be entitled to consideration for payment on account of any such damage. In the event extra compensation is approved, extra compensation shall be computed at cost plus ten percent (10%) of billings to Construction Manager by Construction Manager's consultants and for other costs incurred by the Construction Manager and at the following rates for Construction Manager's employees:

AS SET FORTH ON ATTACHED EXHIBIT "D"

ARTICLE 5
GENERAL CONDITIONS

Construction Manager shall provide the General Conditions for the Project. General Conditions of the Project are defined as those generic support activities which must be in place to support all construction aspects of the Project. These include the following:

AS SET FORTH ON ATTACHED EXHIBIT "E"

In no event shall the General Condition costs exceed ONE HUNDRED TWENTY THREE THOUSAND TWO HUNDRED FIFTY DOLLARS ($123,250).

All General Condition items and services shall be billed at their actual cost, and the Construction Manager shall take all reasonable steps necessary to obtain the most competitive

prices available for these items. If Construction Manager desires to be reimbursed for any other General Conditions costs not specifically set forth in this Article, prior to the commencement of the Construction Phase, Construction Manager shall submit a list of these General Condition items to the District for the District's approval. The cost of any additional items shall not be reimbursable unless advance written authorization is provided by the District to Construction Manager to obtain the item.

ARTICLE 6
TERMINATION, ABANDONMENT OR SUSPENSION OF WORK

6.1 TERMINATION OF CONSTRUCTION MANAGER'S SERVICES FOR CAUSE.

The District may give seven (7) days written notice to the Construction Manager of the District's intent to terminate the Construction Manager's services under this Agreement for failure to satisfactorily perform or provide prompt, efficient or thorough service or the Construction Manager's failure to complete its services or otherwise comply with the terms of this Agreement. If after the expiration of such seven (7) days, the Construction Manager fails to cure the performance as set forth in the District's notice of intent to terminate the Construction Manager's services, District may issue a notice of termination. At that time, the Construction Manager's services shall be terminated as set forth in the District's notice. In the event of termination due to a breach of this Agreement by the Construction Manager, the compensation due the Construction Manager upon termination shall be reduced by the amount of damages and liquidated damages sustained by District due to such breach.

In the event a termination for cause is determined to have been made wrongfully or without cause, then the termination shall be treated as a termination for convenience in accordance with Article 6.3 below, and Construction Manager shall have no greater rights than it would have had if a termination for convenience had been effected in the first instance. No other loss, cost, damage, expense or liability may be claimed, requested or recovered by the Construction Manager.

6.2 ABANDONMENT OF PROJECT.

The District has the absolute discretion to suspend or abandon all or any portion of the work on Project and may do so upon fourteen (14) days written notice to the Construction Manager. Upon notice of suspension or abandonment, the Construction Manager shall immediately discontinue any further action on the Project. If the entire work to be performed on the Project is abandoned, the parties shall each be relieved of the remaining executory obligations of the Agreement, as it relates to the Project, but shall not be relieved of any obligations arising prior to said abandonment. In the event the District abandons or suspends the work on the Project, there shall be due and payable within thirty (30) days following such abandonment or suspension compensation for all approved services performed and all approved expenses incurred pursuant to this Agreement supported by documentary evidence, including payroll records, and expense reports up until the date of the abandonment or postponement plus any sums due the Construction Manager for approved extra services.

6.3 TERMINATION WITHOUT CAUSE (FOR CONVENIENCE).

The District shall also have the right in its absolute discretion to terminate this Agreement in the event the District is not satisfied with the working relationship with Construction Manager or without cause following fourteen (14) days prior written notice from the District to Construction Manager. In the event that District chooses to terminate this Agreement for convenience or without cause, Construction Manager shall be compensated for all approved services performed and all approved expenses incurred pursuant to this Agreement supported by documentary evidence, including payroll records, and expense reports up until the date of the termination for convenience plus any sums due the Construction Manager for approved extra services.

6.4 CONTINUANCE OF WORK.

In the event of a dispute between the parties as to performance of the work or the interpretation of this Agreement, or payment or nonpayment for work performed or not performed, the parties shall attempt to resolve the dispute. Pending resolution of this dispute, Construction Manager agrees to continue the work diligently to completion. If the dispute is not resolved, Construction Manager agrees it shall neither rescind the Agreement nor stop the progress of the work, but Construction Manager's sole remedy shall be to submit such controversy to determination by a court having competent jurisdiction of the dispute, after the Project has been completed, and not before.

6.5 DELIVERY OF DOCUMENTS.

Upon any termination, abandonment or suspension, the Construction Manager shall deliver to the District all documents, files, reports, etc. (regardless or medium or format) related to the Project within ten (10) days of such termination, abandonment or suspension. Failure to comply with this requirement shall be deemed a material breach of this Agreement.

ARTICLE 7
INDEMNIFICATION

7.1 To the fullest extent permitted by law, the Construction Manager agrees to indemnify, defend and hold the District entirely harmless from all 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 the Construction Manager's employees or the Construction Manager's sub-consultant's employees arising out of Construction Manager's work under this Agreement. The Construction Manager, at its 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 officers, agents or employees, on any such claim or liability, and shall pay or satisfy any judgment that may be rendered against the District, its officers, agents or employees in any action, suit or other proceedings as a result thereof; and

(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 District, or any person, firm or corporation employed by the Construction Manager or the District upon or in connection with this Agreement or the Project, except for liability resulting from the sole or active negligence, or willful misconduct of the District, its officers, employees, agents or independent consultants who are directly employed by the District. The Construction Manager, at its 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 officers, agents or employees, on any such claim or liability, and shall pay or satisfy any judgment that may be rendered against the District, its officers, agents or employees in any action, suit or other proceedings as a result thereof; and

(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 Construction Management Services, including injury or damage either on or off the District property; but not for any loss, injury, death or damages caused by sole or active negligence, or willful misconduct of the District.

7.2 The indemnity requirements described in this Article 7 is intended to apply during the period of the Construction Manager's performance under this Agreement and shall survive the expiration or termination of this Agreement.

ARTICLE 8
SUCCESSORS AND ASSIGNS

This Agreement is binding upon and inures to the benefit of the successors, executors, administrators, and assigns of each party to this Agreement, provided, however, that the Construction Manager shall not assign or transfer by operation of law or otherwise any or all rights, burdens, duties, or obligations without prior written consent of the District. Any attempted assignment without such consent shall be invalid.

ARTICLE 9
APPLICABLE LAW

This Agreement shall be governed by the laws of the State of California. In the event that the District receives any state funding for the Project from the SAB, this Agreement shall also be governed by any applicable laws and/or regulations relating to such state funding from the SAB ("**Applicable Law**"). To the extent that there is any inconsistency between this Agreement and the Applicable Law, or this Agreement omits any requirement of the Applicable Law, the language of the Applicable Law, in effect on the date of the execution of this Agreement, shall prevail.

ARTICLE 10
CONSTRUCTION MANAGER NOT AN OFFICER OR EMPLOYEE OF DISTRICT

While engaged in carrying out and complying with the terms and conditions of this Agreement, the Construction Manager is an independent contractor and not an officer or employee of the District.

ARTICLE 11
INSURANCE

11.1 The Construction Manager shall purchase and maintain policies of insurance with an insurer or insurers, qualified to do business in the State of California and acceptable to the District which will protect Construction Manager and the District from claims which may arise out of or result from Construction Manager's actions or inactions relating to the Agreement, whether such actions or inactions be by themselves or by any subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. The aforementioned insurance shall include coverage for:

(a) The Construction Manager shall carry Workers' Compensation and Employers Liability Insurance in accordance with the laws of the State of California in an amount not less than One Million Dollars ($1,000,000).

(b) 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:

1. Owned, non-owned and hired vehicles;
2. Blanket contractual;
3. Broad form property damage
4. Products/completed operations; and
5. Personal injury.

(c) Professional liability insurance, including contractual liability, with limits of $1,000,000, per occurrence. Such insurance shall be maintained during the term of this Agreement and renewed for a period of at least two (2) years thereafter and/or at rates consistent with the time of execution of this Agreement adjusted for inflation.

11.2 Each policy of insurance required in (b) above shall name the District and its officers, agents and employees as additional insureds; shall state that, with respect to the operations of Construction Manager hereunder, such policy is primary and any insurance carried by the District is excess and non-contributory with such primary insurance; shall state that no less than thirty (30) days' written notice shall be given to the District prior to cancellation; and, shall waive all rights of subrogation. Construction Manager shall notify the District in the event of material change in, or failure to renew, each policy. Prior to commencing work, Construction Manager shall deliver to the District certificates of insurance as evidence of compliance with the requirements herein. In the event Construction Manager fails to secure or maintain any policy of

insurance required hereby, the District may, at its sole discretion, secure such policy of insurance in the name of an for the account of Construction Manager, and in such event Construction Manager shall reimburse the District upon demand for the costs thereof.

ARTICLE 12
EXTENT OF AGREEMENT

12.1 This Agreement represents the entire and integrated agreement between the District and the Construction Manager and supersedes all prior negotiations, representations or agreements, either written oral. This Agreement may be amended only by written instrument signed by both the District and the Construction Manager.

The parties, through their authorized representatives, have executed this Agreement as of the day and year first written above.

CONSTRUCTION MANAGER:	**DISTRICT:**
Gateway Science and Engineering, Inc.	Magnolia Educational & Research Foundation dba Magnolia Public Schools, Operator of Magnolia Science Academy –5
By:_____	By:_____
Name:_____	Name: Alfredo Rubalcava
Title:_____	Title: CEO & Superintendent

EXHIBIT "A"

REQUEST FOR PROPOSAL/QUALIFICATIONS

EXHIBIT “B”

GATEWAY PROPOSAL

EXHIBIT “C”

PROPOSED PROJECT SCHEDULE

EXHIBIT "D"

COST SCHEDULE FOR ADDITIONAL SERVICES

See Page 44 of Exhibit A – Gateway RFP/Q Proposal

EXHIBIT "E"

LIST OF GENERAL CONDITIONS AND COSTS

EXHIBIT B

DLR Group Schematics

MAGNOLIA PUBLIC SCHOOLS

Magnolia Science Academy 5

Schematic Design Package

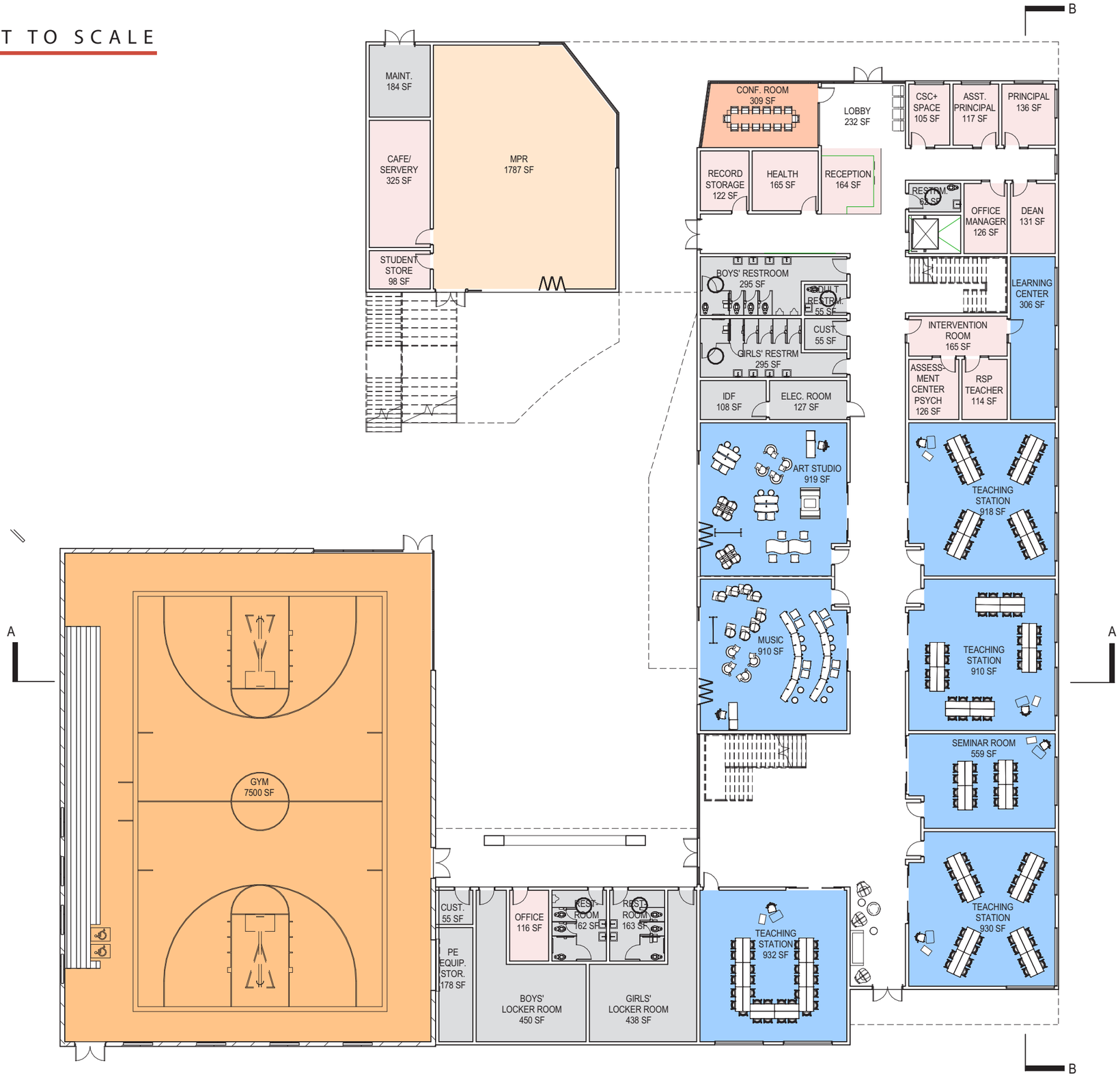
February 28, 2023

DLRGROUP

ARCHITECTURE ENGINEERING PLANNING INTERIORS

GRAPHIC SITE PLAN

LEVEL 01 PLAN|NOT TO SCALE



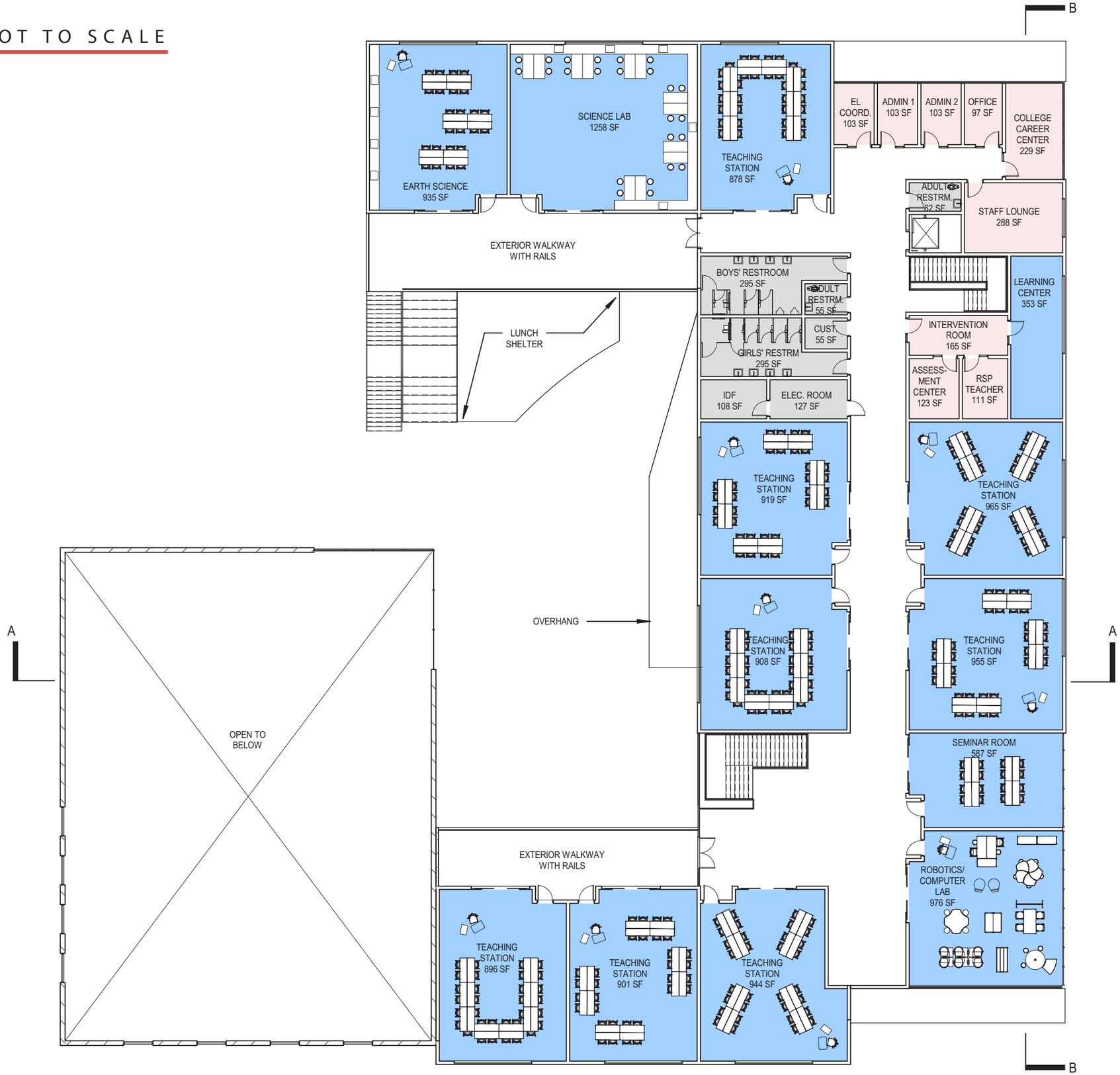
OCCUPANCY TYPE

- A1 - ASSEMBLY
- A2 - ASSEMBLY
- A3 - ASSEMBLY
- B - BUSINESS
- E - EDUCATION
- S - SUPPORT

N

LEVEL 01

LEVEL 02 PLAN|NOT TO SCALE



N

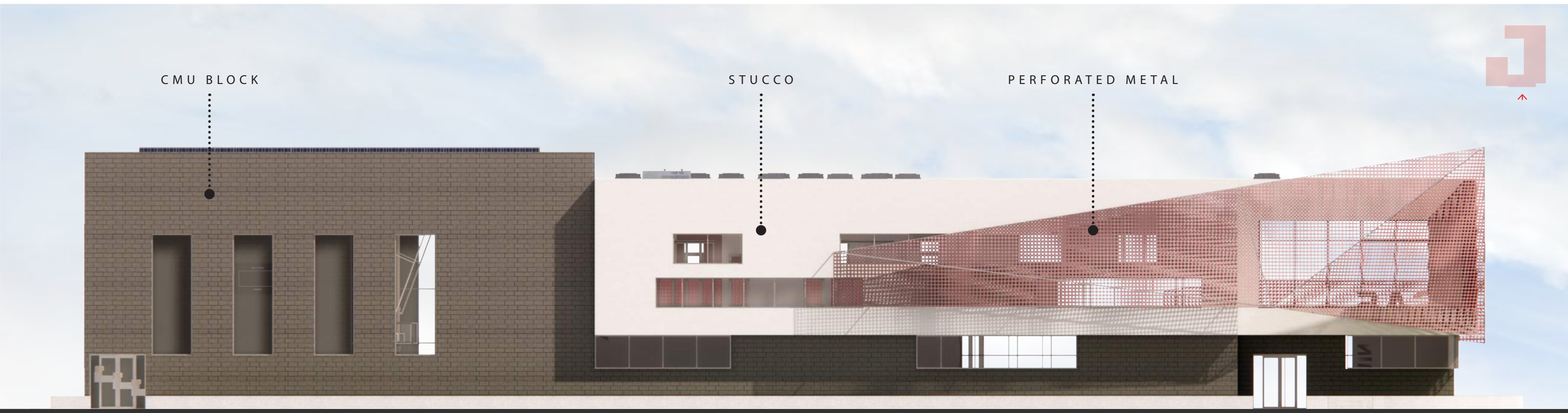
OCCUPANCY TYPE

- B - BUSINESS
- E - EDUCATION
- S - SUPPORT

LEVEL 02

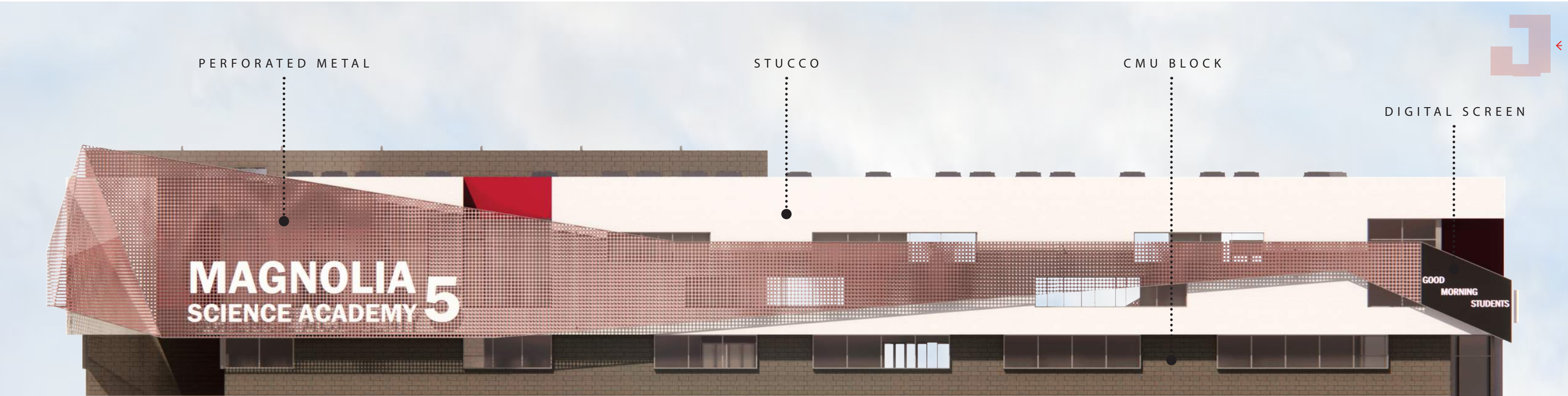
ELEVATIONS

NORTH ELEVATION | NOT TO SCALE



SOUTH ELEVATION | NOT TO SCALE

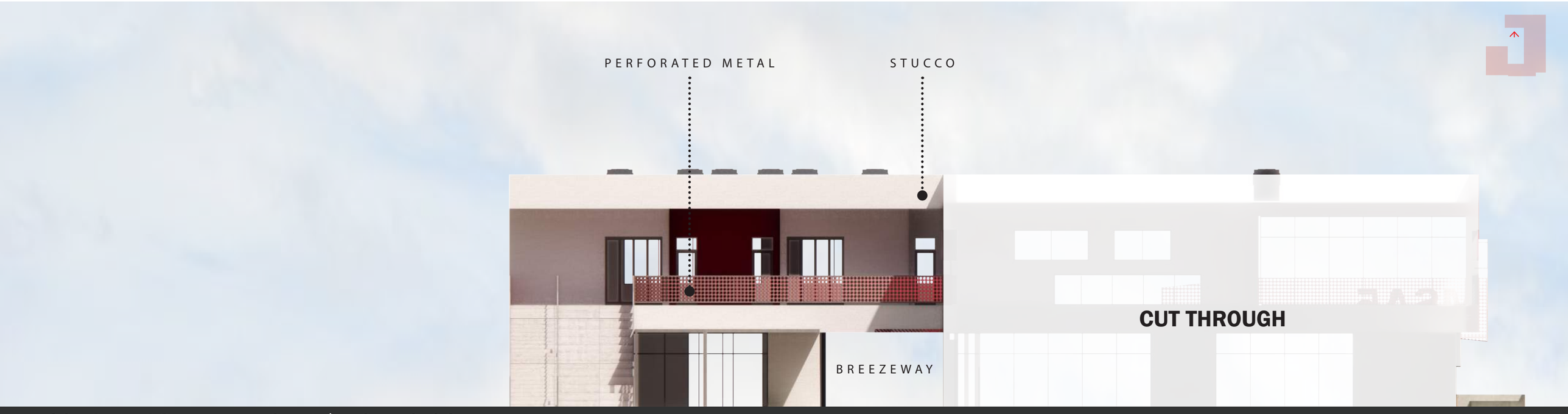
ELEVATIONS



EAST ELEVATION | NOT TO SCALE

WEST ELEVATION | NOT TO SCALE

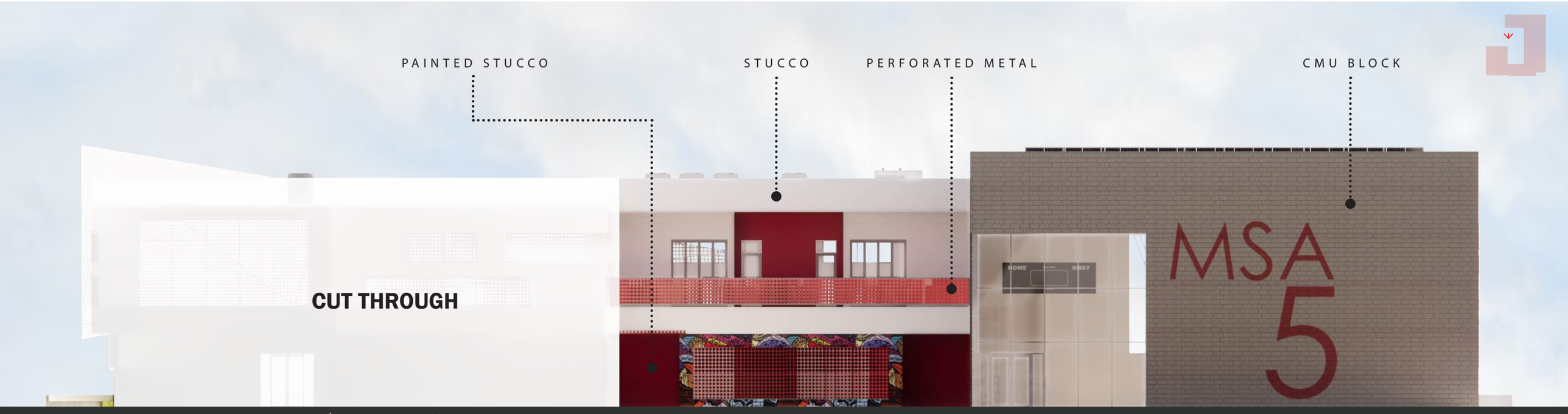
ELEVATIONS



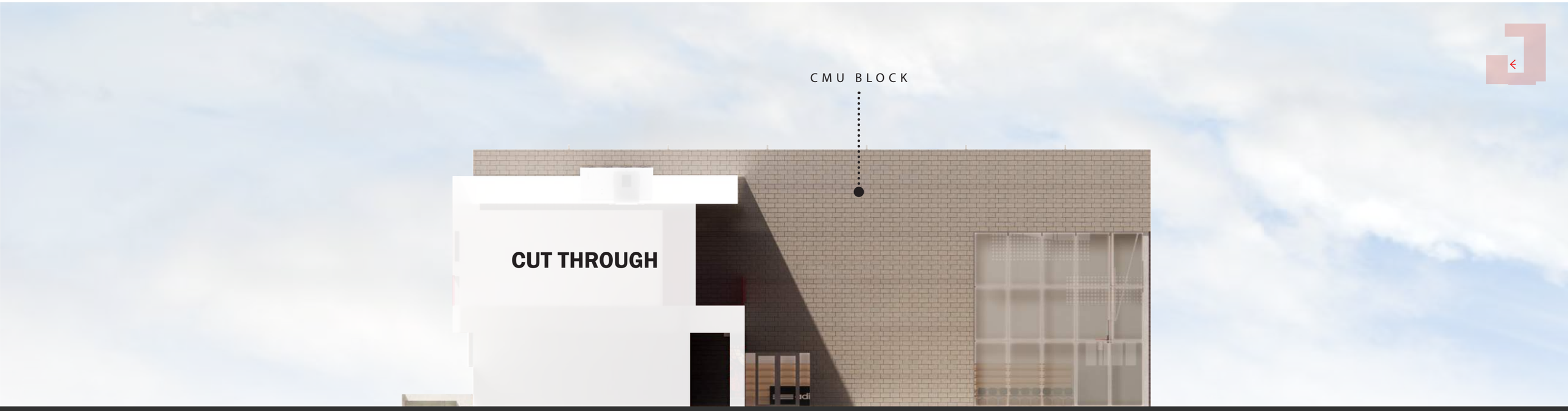
COURTYARD ELEVATION 1 | NOT TO SCALE

COURTYARD ELEVATION 2 | NOT TO SCALE

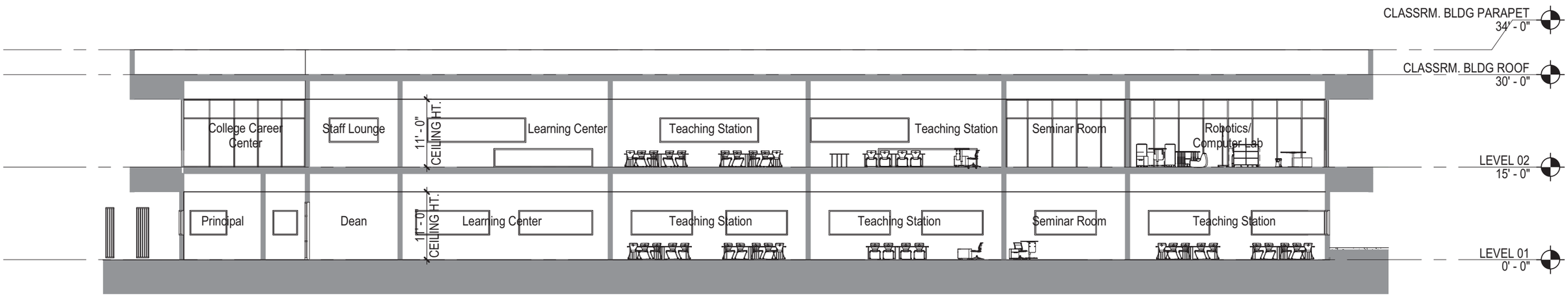
ELEVATIONS



COURTYARD ELEVATION 3 | NOT TO SCALE

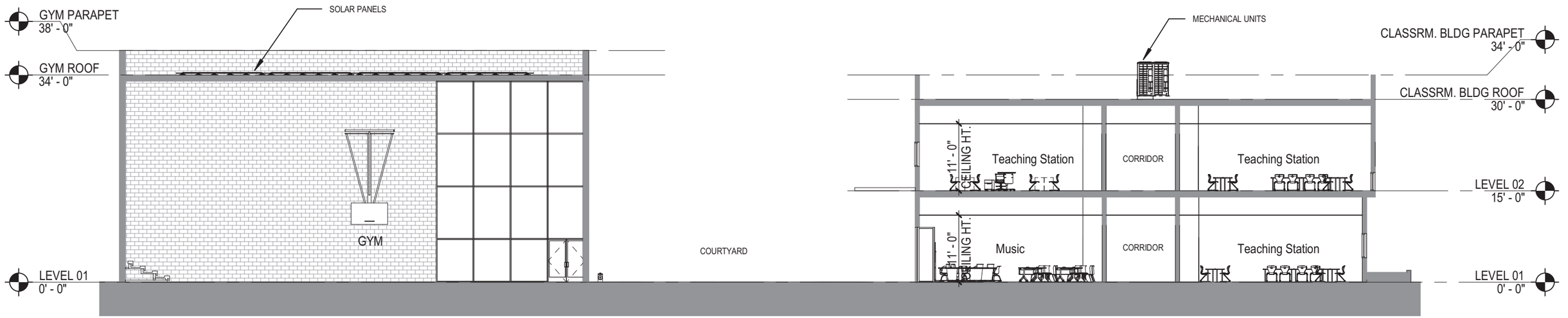


COURTYARD ELEVATION 4 | NOT TO SCALE



BUILDING SECTION B-B

SCALE: 1/16" = 1'-0"



BUILDING SECTION A-A

SCALE: 1/16" = 1'-0"

SOUTHEAST CORNER

NORTHEAST CORNER

EAST FACADE

SOUTHWEST ENTRANCE

MAIN DROPOFF

OUTDOOR SPORTS

COURTYARD AERIAL

COURTYARD VIEW 1

COURTYARD VIEW 2

COURTYARD VIEW 3

COURTYARD VIEW 4

COURTYARD VIEW 5

COURTYARD VIEW 6

COURTYARD VIEW 7

EXHIBIT C

Construction Management RFP

REQUEST FOR QUALIFICATIONS/ PROPOSALS

MAGNOLIA SCIENCE ACADEMY 5 PRE-CONSTRUCTION AND CONSTRUCTION MANAGEMENT SERVICES FOR CHARTER SCHOOL STATE FUNDED MIDDLE & HIGH SCHOOL NEW CONSTRUCTION PROJECT

Posted
August 22, 2023

Submit Responses To:
Mustafa Sahin
Facility Project Manager
Magnolia Public Schools

RFP Due Date:
September 8, 2023

No Later Than 5:00 P.M.

MAGNOLIA EDUCATIONAL & RESEARCH FOUNDATION
250 EAST 1ST STREET, SUITE 1500
LOS ANGELES, CA 90012

Magnolia Educational & Research Foundation dba Magnolia Public Schools ("**Magnolia**") is requesting proposals and qualifications for construction management services for work associated with pre-construction and construction management services, bidding and construction of a new two story classroom building, gymnasium and associated site work for Magnolia Science Academy 5, an existing 6-12 charter school in Reseda, California (the "**Project**"). The Project address is 7111 Winnetka Avenue, Winnetka, Ca. Magnolia will pay for the Project with the proceeds from an award from the State Allocation Board and the Office of Public School Construction under the "Charter School Facility Program."

DLR Group is providing design and engineering services for the Project and is the Architect of Record ("**AOR**"). Because the Project will be paid for with the proceeds of a State award, all the typical requirements for a public educational project are applicable. DLR Group has submitted Project plans to the State of California Division of the State Architect ("**DSA**"). Magnolia and the AOR are awaiting comments on the plans and they are expected on or about the end of August 2023.

The purpose of this Request for Qualifications/Proposals ("**RFQ/P**") is to obtain information that will enable Magnolia to select a construction management firm ("**CM**") that can assist bringing the Project budget within the award received from the State of California. More specifically, Magnolia is seeking a CM that will provide feedback and suggestions to the current design and propose alternative construction and delivery methods (including adjustments or modifications to the current design and or modular/pre-fab construction) to bring the Project at or under budget. CM services may also include the procurement of long lead items and the management of the construction of new facilities. Each CM responding to this RFP should be prepared and equipped to provide comprehensive pre-construction and construction management services on behalf of Magnolia in an expeditious and timely manner to enable Magnolia to meet critical time deadlines and schedules. Magnolia desires to achieve occupancy of classrooms by August 2025.

Each CM responding to this RFP should propose services in the form of either (1) construction management only, (2) construction management with multi-prime delivery, or (3) construction management at risk delivery.

Magnolia issues this RFQ/P in compliance, with Section 4529.5 of Chapter 10, Division 5 of the Government Code which states that "[a]ny individual or firm proposing to provide construction project management services pursuant to this chapter shall provide evidence that the individual or firm and its personnel carrying out onsite responsibilities have expertise and experience in construction project design review and evaluation, construction mobilization and supervision, bid evaluation, project scheduling, cost-benefit analysis, claims review and negotiation, and general management and administration of a construction project." Accordingly, Magnolia is requesting proposals from qualified firms to provide comprehensive, professional pre-construction and construction management services in accordance with the information and criteria set forth herein. Extensive California public school experience and knowledge of the State process is sought from candidates submitting proposals in response to this RFQ/P, in addition to other criteria and qualifications as set forth herein.

Proposals shall be in accordance with the "Format for Proposal Submission" as set forth in Section II, below, and must be submitted to the attention of Mustafa Sahin via email by no later than 5:00 pm on September 8, 2023.

In order to allow Magnolia Public Schools to make an informed decision regarding the selection of a consultant among responsible and responsive candidates, the proposal must contain the following elements or evidence that the firm meets or exceeds the requirements stated herein.

I) SCOPE OF WORK

A) GENERAL & PRE-CONSTRUCTION PHASE

1) Work with Magnolia's staff, AOR, consultants, general contractors, sub-contractors and all other required vendors for the successful completion of a State of California funded project submitted to the Division of the State Architect ("**DSA**") within the City of Los Angeles jurisdiction;

2) Partner with Magnolia and DLR Group, and their respective consultants, to refine the Project scope in order to allow occupancy by the desired dates and within the desired budget;

3) Review all current plans and provide feedback and suggestions on bringing the Project at or under the budget identified in this RFP, including changes to the current design and evaluating alternative delivery and or construction methods, including modular/prefab construction;

4) Prepare detailed Project budgets and schedules at appropriate intervals;

5) Procure long lead items on behalf of Magnolia;

6) Assist with obtaining all State, City and Local permits in a timely and expeditious manner, including but not limited to CDE, SAB, OPSC, and LADBS; and

7) Work with Magnolia in the coordination and quality control of all project documentation. Prepare progress/status reports for cost, schedule, quality, etc. Reports are required throughout the duration of the Project to be submitted on monthly basis (or as needed) for review by the Magnolia.

B) BID/AWARD CONSTRUCTION MANAGEMENT PHASE

1) Assist Magnolia in its efforts to generate local bidder participation in the construction program (whether prime or general contractors);

2) Develop and issue project specifications and general conditions in cooperation with AOR and Owner's Authorized Representative;

3) Coordinate and conduct project pre-bid conference(s);

4) Coordinate with Magnolia and its consultant(s) to document and formally respond to bidder inquiries. Work with the AOR to issue addendum documents for bid packages, when necessary. Advise Magnolia of cost, schedule and construction impacts resulting from the inclusion of addendum documents for bid packages;

5) Assist Magnolia and Magnolia's AOR in the issuance of the Notice of Award and Notice to Proceed for each construction contract.

C) CONSTRUCTION MANAGEMENT PHASE

1) CM and assigned personnel shall be fully experienced in the coordination of construction projects utilizing identified construction delivery methodologies;

2) In conjunction with Magnolia and Magnolia's AOR, coordinate and conduct project pre-construction conferences;

3) CM and assigned personnel shall work with Magnolia and its AORs to insure existence and maintenance of complete files of all project documentation which shall include but not be limited to the following: design documents, estimates, bid documents, construction contracts, payment invoices, requests for information ("**RFIs**"), contractor's submittals and shop drawings, change orders, claims, schedules, and correspondence;

4) Serve as Magnolia's representative along with other consultants, including Magnolia's AOR and inspectors, for the administration of the construction contract(s) as provided under the general conditions for the Project. When appropriate, make recommendations to Magnolia for exercising Magnolia's prerogatives under the construction contract(s) for the Project;

5) Implement and coordinate Magnolia's construction standards. CM and its assigned personnel shall adopt standard procedures for document control and formats as identified for the documents including, but not limited to, bid documents, contract documents, payment invoices, schedules, program status reports, RFIs, change orders, claims, etc. CM, working with Magnolia and its AOR, must assist with the development and maintenance of a cost loaded project schedule detailing all project activities and implement logging and tracking of all project related information, including, but not limited to, contracts, payments, correspondence, and cost worksheet data;

6) Attend all regular job-site progress meetings, distribute meeting minutes, unless otherwise noted or agreed to by Magnolia or its other consultants and representative(s);

7) Along with the AOR and owner's authorized representative, coordinate activities with inspectors, consultants, testing labs, and other technical inspection and agencies as needed. File and distribute as appropriate all inspection reports;

8) Receive and review the Contractor's detailed cost-loaded baseline construction schedule for conformance to the contract requirements. Receive and review the Contractor's detailed "Schedule of Values" for front end loading and compliance with contract requirements. Distribute the approved schedule to Magnolia, Magnolia's AOR, and other involved parties;

9) Utilize the Contractor's approved baseline schedule and schedule of values to establish, update, maintain and distribute the project schedule;

10) Receive and review contractors' monthly schedule update and progress payment request. Review and confirm monthly contractor payment requests with Magnolia's AOR and inspectors, as needed. Review the progress of construction and observe work in place and stored materials, and evaluate the percentage complete of each activity shown on the contractor's construction schedule. Identify with the contractor any current or potential delay(s) to the completion schedule, and require appropriate contractor corrective action, including submittal of recovery schedule(s), where appropriate or advisable. Review certified payroll and verify compliance with applicable (e.g., administrative) guidelines, as requested or directed by Magnolia, and the financing institution;

11) Work with Magnolia's AOR in the evaluation of contractor change order proposals ("**Change Orders**") for time and price, and make recommendations for Magnolia action. Assist Magnolia and the AOR in the negotiation of Change Order cost and time extensions, and requirements for documenting Change Orders, and document packaging pertaining to Change Orders. Provide project cost estimating for Change Orders;

12) Prepare, file, and distribute project status reports as requested by Magnolia. Prepare and distribute logs reflecting status of Change Orders, claims, contractor submittals, shop drawings and RFIs;

13) Perform a claim entitlement analysis of all contractor claims, including but not limited to, an analysis of the impact on cost(s) and project schedule, and prepare recommendations to Magnolia and the AOR regarding appropriate action and response to contractor claims. If requested by Magnolia, negotiate claims from the contractor on the behalf of Magnolia, including recommendations concerning settlement, in conjunction with and subject to recommendations of Magnolia legal consultants;

14) Coordinate the receipt and storage of Magnolia-furnished, contractor installed materials and equipment;

15) Assist and coordinate with the AOR and inspectors, as needed, to prepare a "punch list" of items pending substantial and final completion of a project(s). Verify to Magnolia and Magnolia's AOR the contractor(s) completion and corrective action for each punch-list items, and recommend actions in event of contractor's failure to take corrective action or other necessary actions relative to said punch list;

16) Schedule, coordinate and assist Magnolia in the occupancy of the completed Project or portions thereof.

D) CONTRACT CLOSE-OUT

1) In association with Magnolia's AOR and authorized representatives, receive and review operations and maintenance manuals, and warranties and guarantees as required under the contract provisions.

2) In association with Magnolia's AOR and Authorized Representative, receive and review project record drawings and as-builts, and assist the AOR and Contractor in the filing of these documents with Magnolia. (Note: Format of record drawings to be determined for each project, usually hard copy plus AutoCAD and PDF).

3) Coordinate and schedule training sessions for Magnolia personnel, and verify that the Contractor's obligations are fulfilled.

4) Make a final review of the Project(s) in conjunction with Magnolia's AOR and Authorized Representative at the conclusion of all corrective action. Provide a report to Magnolia indicating whether the work is acceptable under the contract documents (including any addenda or change orders), and recommend final payment and the recordation of a notice of completion in conjunction with Magnolia's AOR and other Magnolia representatives or staff.

5) Assist Magnolia and Magnolia's AOR in the preparation and submittal of the final project accounting and closeout report(s) including (but not limited to) all City of Los Angeles, California Department of Education ("**CDE**") and State Allocation Board ("**SAB**")/Office of Public School Construction ("**OPSC**") forms as may be required or needed.

E) POST CONSTRUCTION FOLLOW-UP

1) Provide Magnolia and Magnolia's AOR with one (1) year post construction follow-up for Contractor warranty and guarantee items.

II) PROJECT DESCRIPTION

The scope of the Project is the construction of a new campus for MSA-5 at 7111 Winnetka Ave. A map and the ALTA and topographic survey may be accessed via this link – ALTA and Top Survey. Magnolia will use the proceeds of an award from the State of California under its Charter School Facilities Program ("**CSFP**") to construct a new two story building, gymnasium, outdoor learning areas, and all associated site work, offsite improvements and utility service installation as required. Details of the award may be accessed via this link – Magnolia CSFP Award. DLR Group is the AOR and has completed DSA submission. The DSA plans may be accessed via this link – Magnolia DSA Plans.

While the award is for $50.8 M, approximately $10.4 M will be used for acquisition, and approximately $3.5 M will be used for soft costs, leaving $36.9 M for hard costs (inclusive of all construction costs, including general conditions and CM fees and costs).

Magnolia desires to occupy the Project in time for the 2025-26 school year.

Based on the current estimate received from HLCM, DLR Group's cost estimator, the overall hard costs for the Project are causing the overall Project budget to exceed the award. Therefore, a key part of the services to be provided by the CM will be reviewing the Project design, and making suggestions for cost savings, including adjustments and modifications to the DSA submitted design, and considering, evaluating and recommending alternative methods of construction and delivery, including but not limited to modular and prefab construction. The HLCM estimate can be accessed via the following link – HLCM Estimate.

III) FORMAT FOR PROPOSAL SUBMISSION

A) GENERAL INSTRUCTIONS

All proposals are to be submitted in compliance with the format set forth below and in the order as outlined to facilitate evaluation by Magnolia of the candidate's ability to meet or exceed the specified requirements under the heading "Scope of Work."

The proposals shall be presented in a bound 8-1/2 inch by 11-inch (vertical) format. Submit three (3) hard copies and one (1) electronic copy in PDF format via email of each proposal. All submittals shall

be tabbed for easy referral to the numbered answer. All submittals shall become the property of Magnolia and will not be returned.

Clarifications or questions regarding submittals must be submitted in writing to Mustafa Sahin, via email to msahin@magnoliapublicschools.org. Please include the name of your firm and telephone number when making inquiries. All proposals are due no later than Sep 1, 2023, 5:00 p.m.

SPECIAL NOTE: Individuals and firms responding to the RFP are cautioned to not contact school Board Members, Magnolia leadership, staff or existing consultants without the express permission of Mustafa Sahin or Patrick Ontiveros. Failure to observe these criteria could potentially result in disqualification.

B) FORMAT REQUIREMENTS:

The sequence to be followed is as follows:

1. Cover Page
    a. Name of Firm
    b. Project Title – Proposal for Construction Management Services, MSA 5
    c. Date Submitted

2. General Information
    a. Name, address, telephone, and e-mail address of firm, name and email for contact persons.
    b. License number, type of license, State of license or registration;
        i. Legal form of firm (i.e. corporation, partnership, etc.).
        Please state the year your firm or organization was established;
        ii. Number and names of principals in the firm;
        iii. Number of employees;
    c. A short resume of your firm's principals, including registrations/licenses (Please limit to one page per person);
    d. Short resume of key personnel to be assigned to the Project, included position. Please limit to one page per person, with each resume containing the following information:
        i. Project-specific responsibilities and description of work to be performed;
        ii. Estimated percentage of the individual's time that will be devoted to the project;
        iii. Specific qualifications;
        iv. Years with the firm;
        v. Number of projects of similar nature performed by subject of resume;
        vi. Position held and responsibilities on work of similar nature; and,
        vii. Education, licenses held, qualification, etc.

3. Provide information to show that your proposed team has suitable resources and time available to ensure satisfactory completion of the Project.

4. Experience in new public school construction projects, highlighting any CSFP funded projects. Please provide a minimum of five (5) completed individual projects.

5. Provide a list of at least three (3) references, including names, addresses, telephone and e-mail addresses of all contact persons with respect to projects which your firm or its senior personnel has worked on within the last ten (10) years, and any other references you wish to provide who may

provide information to Magnolia regarding your firm's qualifications. List the project's owner and contractors for each reference. Please be advised that references will be contacted.

6. Describe recent projects, ideally, public works or K-12 school projects, performed within the last five (5) years for which your firm or its senior personnel provided construction management services. State the estimated project cost (include design, construction and administration) versus actual cost for these projects. Provide all information regarding change orders or other construction cost adjustments relative to each project listed. Describe in full the services provided by your firm.

7. Please indicate experience your firm has with respect to the following:

    a. **Value Engineering (in particular bringing challenging projects within budget even after the principal design has been completed, including implementing design changes and modifications, and switching to alternative construction and delivery methods)**
    b. Schedule Management
    c. Pre-Construction
    d. Construction Management, including construction management only, construction management with multi-prime delivery, and construction management at risk delivery
    e. Budget Management
    f. Construction phasing plan
    g. Information Technology
    h. Experience with the following: the City of Los Angeles Department of Building and Safety (LADBS); Los Angeles City Planning; Los Angeles Department of Transportation (LADOT); Los Angeles Department of Water and Power (LA DWP); City of Los Angeles Public Works Department, Bureau of Engineering (BOE); Los Angeles Fire Department; and other applicable city departments and agencies.
    i. Constructability Reviews
    j. Estimating Services

8. Briefly describe how your team would plan to work with Magnolia and their other consultants, representatives and/or agents as consultant in the following areas:

    a. Team work. Describe what tactics you will use to strengthen working relationships between the architect, engineers, contractors, consultants and Magnolia staff.
    b. Assisting architect and/or engineering firms in public contract compliance (especially with respect to remaining within budget, adhering to schedules, and with respect to project deliverables).
    c. Construction phasing to coincide with facility needs, as needed.
    d. Handling changes needed during any of the above phases.
    e. Claims response, participation in advising mitigation of adverse (or potentially adverse) impacts, and dispute resolution (identify type, e.g., arbitration, mediation, etc.)
    f. Managing and coordinating the public works bidding process.
    g. Interfacing with multiple state level and governmental agencies departments.

9. Briefly describe how your firm develops and monitors accurate project design and construction schedules, financial budgets, and cost estimates. Please include methods and philosophy for cost control and change order management for both design and construction phases, as well as construction claims dispute resolution.

10. Insurance Coverage. Each submittal must include a copy of the respondent's Certificate of Insurance. This may be marked confidential and included with the proposal. The firm or organization shall be required to carry the following insurance with Magnolia named as Additional Insured:

    a. Comprehensive General Liability and Property Liability Insurance, with a minimum limit two million dollars ($2,000,000);
    b. Comprehensive Automobile Liability Insurance, including owned, non-owned, and hired vehicles with minimum limit of one million dollars ($1,000,000);
    c. Workers' Compensation and Employer Liability, statutory limit;
    d. Professional Liability Insurance with minimum one million dollars ($1,000,000) per claim per annual aggregate. Deductible not to exceed $25,000 each claim; and
    e. Such other insurance as Magnolia may reasonably request.

    Note: All insurance must be issued by an insurance provider by an admitted carrier (licensed to do business in the State of California), carrying a rating of not less than A-VII in the most current A. M. Best's Insurance Guide – Property Casualty or otherwise acceptable to Owner.

11. Provide a complete list of construction related litigation within the past five (5) years involving your firm. Indicate whether your firm or any predecessor firm has filed for protection under the United States bankruptcy code within the last seven (7) years. If so, provide the name of the court where filed, the case title, and the disposition of the case.

ALL RESPONSES MUST BE RECEIVED BY 5:00 PM, SEPTEMBER 8, 2023

Proposals must be concise, straightforward, and must address each requirement and question.

Magnolia reserves the right to negotiate modifications with any firm as may be required to serve the best interests of Magnolia and to negotiate the final contracts with the most qualified candidates.

All proposals will become the property of Magnolia. Information in Proposals will become public property and subject to disclosure laws. Magnolia reserves the right to make use of any information or ideas in the proposals. All proposals will be maintained as confidential working papers until officially placed on the School Board meeting agenda.

Magnolia reserves the right to reject any and all proposals and to waive any informality in any proposal received. No obligation, either expressed or implied, exists on the part of Magnolia to make an award or to pay any costs incurred in the preparations or submission of a proposal. All costs associated with the preparation or submission of proposals for this RFP is solely the responsibility of the candidates.

IV) BUDGETARY ESTIMATE FOR FEES:

A) Provide the hourly rate for each proposed job classification, and any others that may become necessary due to additional services.

B) Provide a fully loaded fee schedule for construction management services for the project as detailed in Section II, Project Description, specifying the proposed CM services (CM only, CM-MP or CM@Risk or a fee for each alternative). Please provide an estimate and breakdown of reimbursable expenses.

V) EVALUATION OF PROPOSALS AND RECOMMENDATION:

A) Process: All RFP responses will be read and evaluated by a committee of Magnolia home office staff and MSA-5 staff. Overall responsiveness and representations made within the RFP, as well as CM's firm's ability to connect with the MPS team are important factors in the overall evaluation process. MPS will select a firm that has the highest suitability for the work with MPS and the overall desirable approach.
B) Award: Magnolia reserves the right to reject any and all proposals; to waive any informality in the proposal process; and to accept the proposal that appears to be in its best interests. Staff will make a recommendation to the Board of Directors to award a contract to the selected Vendor. The Board of Magnolia Public Schools will vote to award the contract at its ad hoc committee or regularly scheduled meeting.
C) Questions and Submission: Please feel free to direct questions to Mustafa Sahin, Project Manager, by email, as shown below, or Patrick Ontiveros, Director of Facilities and Real Estate at pontiveros@magnoliapublicschools.org.

All proposals are due no later than 5:00 pm September 8, 2023 **via email** as indicated below. Please deliver three (3) hard copies in care of the MERF home office address by September 11th, 2023 no later than 5:00 pm as follows:

Mustafa Sahin
Facilities Department
c/o Magnolia Education & Research Foundation
250 E 1st Street, Suite 1500
Los Angeles, CA 90012
msahin@magnoliapublicschools.org

ADDENDUM #1 TO

REQUEST FOR QUALIFICATIONS/ PROPOSALS

MAGNOLIA SCIENCE ACADEMY 5 PRE-CONSTRUCTION AND CONSTRUCTION MANAGEMENT SERVICES FOR CHARTER SCHOOL STATE FUNDED MIDDLE & HIGH SCHOOL NEW CONSTRUCTION PROJECT

Addendum Posting
September 14, 2023

Submit Responses To:
Mustafa Sahin
Facility Project Manager
Magnolia Public Schools

Revised RFP Due Date:
September 20, 2023

No Later Than 12:00 P.M.

MAGNOLIA EDUCATIONAL & RESEARCH FOUNDATION
250 EAST 1ST STREET, SUITE 1500
LOS ANGELES, CA 90012

I. Supplemental Information

This addendum supplements that certain Request for Qualifications/ Proposals ("RFP") for Construction Management services for the new Magnolia Science Academy 5 project located at 7111 Winnetka Avenue, Winnetka, Ca. distributed on or about August 22, 2023. Except as modified herein, the RFP remains unchanged.

The due date is hereby extended to 12:00 PM on September 20, 2023.

All responses should include the following information. Firms that already submitted a proposal will be asked to supplement their submission by the new due date. The RFP provided that

> ***Magnolia is seeking a CM that will provide feedback and suggestions to the current design and propose alternative construction and delivery methods (including adjustments or modifications to the current design and or modular/pre-fab construction) to bring the Project at or under budget. :***

Please provide examples of when you took an existing design that was out of budget and provided feedback and recommendations that reduced the overall hard costs and/or when you provided feedback and or recommendations tthat successfully converted the project to a prefab or modular construction.

II. Questions and Submission

All questions regarding the RFP, as supplemented by this addendum, should be directed to the following person, preferably by e-mail, as shown below.

Mustafa Sahin
Facilities Department
c/o Magnolia Education & Research Foundation
250 E 1st Street, Suite 1500
Los Angeles, CA 90012
msahin@magnoliapublicschools.org

Note change in due date to deadline for submission of proposals. All proposals (and supplements to existing proposals) are due ***no later than 12:00 p.m. on Wednesday, September 20, 2023*** and may be delivered either by email or in hard copy form to the person indicated above.

III. Award

MPS reserves the right to reject any and all proposals; to waive any informality in the proposal process; and to accept the proposal that appears to be in its best interests. Further, MPS reserves the right to modify or issue amendments to this RFP and to cancel or reissue this RFP at any time.

End of Addendum #1 to Request for Proposal

EXHIBIT D-1

GSE RFP Response

MAGNOLIA

PUBLIC SCHOOLS

Submitted to:

Mustafa Sahin

Facility Project Manager
Facilities Department
c/o Magnolia Education & Research Foundation
250 E 1st Street, Suite 1500
Los Angeles, CA 90012
msahin@magnoliapublicschools.org

Submitted by:

Gateway Science and Engineering, Inc.
George Castillo, P.E.
300 North Lake Avenue, 12th Floor
Pasadena, CA 91101
Phone: (626) 696-1600 | Fax: (626) 696-1630
info@gateway-sci-eng.com

Proposal Submittal for Request for Qualifications/ Proposals
Magnolia Science Academy 5

Pre-Construction And Construction Management Services For Charter School State Funded Middle & High School New Construction Project

Date Submitted:

September 20th, 2023, 12pm

GSE GATEWAY SCIENCE AND ENGINEERING, INC.

September 19, 2023

Mustafa Sahin
Facility Project Manager
Magnolia Public Schools
250 E 1st Street, Suite 1500
Los Angeles, CA 90012

Reference: Magnolia Science Academy 5 Pre-Construction And Construction Management Services For Charter School State Funded Middle & High School New Construction Project

I am pleased to submit this proposal on behalf of Gateway Science and Engineering, Inc., (GSE), for the referenced project. We are excited about the opportunity to work with Magnolia and believe that our expertise and commitment to excellence make us the ideal partner for this endeavor.

At GSE, we have a strong track record of delivering successful construction projects, particularly in the areas of educational facilities, public infrastructure, and transportation. With more than 25 years of experience, we have honed our skills and developed a deep understanding of the unique challenges and requirements.

Our team is composed of highly skilled professionals, including experts in construction management, engineering, design, and quality assurance. We take a collaborative and client-centric approach to every project, working closely with our clients to ensure that their vision is realized while adhering to budget and timeline constraints.

We propose approaching the project as a CM Multiple Prime, but we are open to pivoting our approach for the betterment of the project after gaining a comprehensive understanding of its specific needs and challenges post-award. Our team excels in value engineering and cost estimating, and we have a track record of finding innovative solutions to meet budgetary needs while maintaining project quality.

We also have established close relationships with vendors who specialize in providing DSA (Division of the State Architect) approved modular buildings. If, after thorough evaluation, it is determined that this approach aligns with the project's goals and budget, we have the network and expertise to seamlessly integrate modular solutions into the project.

We understand the significance of the project and are fully prepared to meet and exceed your expectations. Our proposal includes a detailed plan, cost estimate, and timeline that reflect our commitment to delivering a successful outcome.

Thank you for considering our proposal. We look forward to the opportunity to discuss this project further and demonstrate how GSE can contribute to its success. Please do not hesitate to reach out to me at agastelum@gateway-sci-eng.com to schedule a meeting or if you have any questions.

Sincerely,

Art M. Gastelum, MPA
President & Chief Executive Officer
agastelum@gateway-sci-eng.com

George Castillo, PE, MBA
Director of Construction Management
gcastillo@gateway-sci-eng.com

Section 1

Table of Contents

Section 2

General Information

A. Gateway Science & Engineering, Inc.

300 North Lake Avenue, 12th Floor
Pasadena, CA 91101
Email: info@gateway-sci-eng.com
Phone: (626) 696-1600
Fax: (626) 696-1630

Contact Info:

George Castillo, PE

Email: gcastillo@gateway-sci-eng.com
Direct: (626) 696-1600
Mobile: (562) 682-3620

B. License Information

Business License: 0000075071-0001-0
City/State: Los Angeles, CA
PE License: 47127
Type: Civil Engineering
State: California
Public Works Contractor Registration:
PWLR1000374876

Legal Form: Coporation, est. 1993
Number of Employees: 22
Names of Principals of Firm:

- Art Gastelum, *President and CEO*
- George Castillo, *Director of Construction Management*

GSE GATEWAY SCIENCE AND ENGINEERING, INC.

ART M. GASTELUM

PRESIDENT AND CHIEF EXECUTIVE OFFICER

Art M. Gastelum is President and Chief Executive Officer of Gateway Science and Engineering (GSE). Located in Pasadena, California, GSE specializes in project management, construction management, inspection and engineering of public works projects. As President of GSE, Mr. Gastelum is responsible for establishing corporate goals and developing execution strategies. His day to day responsibilities are dedicated to fostering client relations and the delivery of client expectations. Mr. Gastelum's extensive experience in construction of public works projects, he has led him to develop strong strategic alliances with major construction management and engineering firms as well as key working relations with Federal, State and Local Regulatory Agencies and Departments. These alliances have resulted in the participation and completion of projects valuing over $55 billion dollars.

YEARS OF EXPERIENCE

35+ Years, 30 at Firm

EDUCATION

- MPA, University of Southern California, Los Angeles, CA
- B.S., Political Science, Minor in Finance, California State University, Los Angeles

AFFILIATIONS

- Los Angeles Latino Chamber of Commerce, Advisory Committee Member
- USC, Board of Governors Emeritus Alumni Association, Member
- USC, Latino Alumni Association, Corporate Advisory Council, Member
- East West Bank, Strategic Advisory Council, Member
- Los Angeles Mission College Foundation, Member
- Los Angeles Coalition for the Economy and Jobs, Member
- California State University Los Angeles Foundation, Member

QUALIFICATIONS

- Creation of strategic partnerships between organizations and local government offices
- Client relations to ensure regulatory compliance and oversee all essential services
- Oversight and management of multiple concurent construction and bond programs
- Invaluable insight into the inner-wokrings of government agencies

SELECT EXPERIENCE

Los Angeles Community College District – Mission College ($463M), ***Project Executive****, Sylmar, CA* GSE was responsible for the Construction and Project Management of this $480M project. GSE was responsible for the planning, coordination, design, bid, award, and oversaw construction of a New Classroom Building, Parking Structure; Wellness & Health Center; New Student Food Services Facility; New Culinary Arts Facility; New Media Arts Facility; Student Support Center Building; New Police Station/ Safety Information Center and New Child Development Center, Modernization of Campus Center, and Learning Assistance Center/Library Building.

Los Angeles Unified School District – VR Span K - 8 ($54M), ***Project Executive****, Porter Ranch, CA* As the Project Executive, GSE was responsible for the Construction and Project Management of this $54M project. Project consisted of 2 Small learning communities including 41 classrooms, 2 science labs, as well as offices for academy administration. Specific school facilities included performing art classrooms, library, multipurpose room, gym, food service room, lunch shelter, central admin offices, playfields and surface parking.

Los Angeles Community College District – West Los Angeles College ($75M), ***Strategic Advisor****, Los Angeles, CA* As the Strategic Development Advisor to the campus, Mr. Gastelum developed essential relationships between the campus and various contractors to streamline and expedite approvals by regulatory agencies and college stakeholders. Mr. Gastelum successfully outlined and developed issue resolution and claims prevention processes to ensure the delivery of client needs and program objectives.

City of Los Angeles, ***Deputy Mayor, Economic Development,*** *Los Angeles, CA* During his 18-year tenure in the Bradley Administration, Mr. Gastelum had liaison responsibilities for numerous City Departments including serving as the Mayor's representative to the Department of Water and Power, with oversight responsibility for a 2.4 billion dollar budget and 11,000 employees. During the 1984 Olympics, Mr. Gastelum had the distinction of being appointed as Mexico's attaché to the Olympics, while at the same time serving as the 1984 Olympic President Peter Ueberroth's envoy to Mexico.

GATEWAY SCIENCE AND ENGINEERING, INC.

GEORGE JOHNSON

EXECUTIVE OVERSIGHT

George Johnson is a seasoned Manager with over 35 years' experience including international assignments in the engineering and construction industry with expertise in managing design and construction of school modernization, commercial, heavy industrial, public works, nuclear weapons production facilities, theme park attractions and rides and remediation of hazardous waste sites. Demonstrated ability's to recruit, hire, train and manage design and construction and maintenance staff professionals. In-depth understanding of design development, forecasts/budgets, profit and loss management, cost pricing, project planning, scheduling and new business development. Responsibilities included the planning, budgeting, organizing, directing, coordinating, reviewing and performance reporting of Senior Program/Project Managers and their teams in the delivery of construction and maintenance objectives.

YEARS OF EXPERIENCE

35+ Years, 17 at Firm

EDUCATION

- M.S., Business Administration, emphasis in Management, University of Northern Colorado
- B.S., Business Administration, emphasis in Management, University of Northern Colorado
- Associate Applied Arts and Sciences, emphasis in Mechanical Design Drafting, Jackson Community College

AFFILIATION

- Cost Engineering American
- Association of Cost Engineering
- Construction Management Association of America

QUALIFICATIONS

- Extensive expertise in project management within the engineering and construction industry. He has successfully managed projects in various sectors, including school modernization, commercial, heavy industrial, public works, nuclear weapons production facilities, theme park attractions, rides, and hazardous waste site remediation.
- A deep understanding of design development, ensuring that projects meet both aesthetic and functional requirements.
- Well-versed in financial aspects of project management, including forecasts, budgets, profit and loss management, and cost pricing. This financial acumen is crucial for maintaining project profitability.
- His experience with public works projects, including work with entities like LACCD & LAUSD (Los Angeles Unified School District), demonstrates his ability to navigate the complexities of public sector projects.

SELECT EXPERIENCE

San Bernadino Community College District - Crafton Hills and Valley Community College ($500M), ***Program Director****, San Bernadino, CA,* Program Director consultant for the implementation and delivery of Measure M Bond improvement programs and projects for the San Bernardino Community College District. Overseeing the campus projects Specialty Services Contractors, General Contractors and Construction Management staffing resources for San Bernardino Community College District. Responsibilities include the management facilities performance criteria programming, design, procurement, construction and close-out of new and existing campus classroom facilities, administrative facilities and infrastructure improvements projects. *Awarded a Project Achievement from the CMAA.*

Los Angeles Community College District – Mission College ($463M), ***Prime Consultant****, Sylmar, CA,* George was the Prime consultant for the implementation and delivery of several Bond Measure improvement programs and projects for the largest community college district in the United States. Responsibilities include the management of land acquisition, facilities performance criteria programming, design, procurement, construction and close-out of new and existing campus classroom facilities, administrative facilities and infrastructure improvement projects. Provided the direction and oversight of the campus bond sustainability for LEED Certifications resulting in three LEED Platinum and one Silver classroom facilities. Managed the campus projects Business Information Modeling (BIM) in compliance with Districts systems and building records capturing for facilities management and operation.

Phoenix Sky Harbor International Airport Development Program (ADP), ***Team Program Manager****, Phoenix, AZ (6/2008 - 6/2010).* Manager of Program Controls and Administration, Estimating, Scheduling, Contracts Administration/ Document Controls, Information Technology, Cost Controls & Analysis and Owner Controlled Insurance Program. Provided lead support for financial & budget program management for the controls management implementation, direct the planning, analysis & implementation of contractor performance measurement.

Los Angeles Unified School District Bond Programs, ***Deputy Director, Design Services, School Modernization & Construction,*** *Los Angeles, CA (2/2001 - 5/2008)* Directed the Design Services unit design management staff for architectural and engineering facilities contracts. ***Deputy Director, Operations Center,*** Monitored the progress of programs and projects from concept through close-out. ***Deputy Director, Program Operations,*** Directed and reviewed the administration of the existing facilities construction program policies, procedures, and activities.

GATEWAY SCIENCE AND ENGINEERING, INC.

GEORGE CASTILLO, P.E.

PROJECT MANAGER & PRINCIPAL IN CHARGE, 100% AVAILABLE

George Castillo is a Licensed California Civil Engineer with over 25 years of robust professional expertise in project management, project design, construction oversight, and facilitating permitting/entitlements for diverse projects. His proficiency extends to overseeing all on-site field construction operations and tenant improvements across a spectrum of facilities in Southern California. George possesses an in-depth understanding of various project delivery methodologies, encompassing D-B-B, CMGC, CMAR, and Design-Build approaches. George has also been responsible for field administration, estimating, scheduling, procurement, and value engineering. He knows the importance of timely responses to contractor's RFI's, submittal reviews and other pressing field issues.

As the Project Manager and Principal In Charge, George will pray a crucial role in managing the school contract. He will provide valuable insights by evaluating the existing design, offering suggestions, and proposing innovative construction and delivery methods.

YEARS OF EXPERIENCE

25+ Years, 15 at Firm

EDUCATION

- MBA, Business Strategy, University of Southern California, Los Angeles, CA
- B.S., Civil & Structural Engineering, California State University Northridge, Northridge, CA

LICENSES/ CERTIFICATIONS

- Professional Civil Engineer No. 47127, California BPELSG
- OSHA 30-Hrs.
- LA Metro Rail Safety Training

QUALIFICATIONS

- Extensive experience in providing comprehensive construction management services for schools and public facility projects.
- Adept at accurately forecasting project costs, tracking expenses, and implementing strategies to keep the project within budget.
- Skilled in conducting & reviewing value engineering analyses and presenting cost-effective alternatives to the current design.
- A strong background in managing the construction of new facilities, including overseeing subcontractors, quality control, and adherence to safety regulations.
- Ability to provide comprehensive pre-construction services for successful project planning and execution. This includes site assessment, permitting, risk assessment, and the development of a clear project execution plan.
- A proven track record of completing projects on time & within budget.
- In-depth knowledge of California state regulations, building codes, and DSA coordination.

SELECT EXPERIENCE

USC Modernization Program ($100K - $2M) ***Sr. Project Manager****, Los Angeles, CA (2019 - 2022)* George was in charge of deferred maintenance projects ranging in costs of $100K to $2M. Tasked with identifying and analyzing department needs and creating a project scope and budget for design and construction, as well as permitting with the City of LA and AQMD. Utilizing e-Builder to provide project information to owners and staff regarding all project information, from budgets, payments, invoicing, and CD's. Since most of the work performed on campus is DFM, has extensive knowledge of building systems components, including mechanical, electrical, plumbing and underground utilities. Utilize AutoCAD, Outlook, Excel, Word, Bluebeam and MS Project.

Montebello Unified School District – Various Sites ***Project Manager****, Los Angeles, CA (2014)* George was the principal-in-charge of this emergency project to eliminate hazardous wastes from 46 classroom, a 17,000 SF library and 15,000 SF administration offices for three school sites for the MUSD. The project was fast tracked in less than two-months and Mr. Castillo managed a 24/7 operation that included ATI, Castlerock and Argus, three top environmental firms, to manage the abatement and certify through AQMD the premises clean of contamination, including asbestos, lead and mold. Procedure-5 compliance was achieved by coordinating with Titan Environmental Inc. and ALTA Environmental Inc., the environmental owner's representatives, through SCAQMD. TI projects also included installation of FLS, and energy efficient lighting replacement.

Sixth Street Viaduct Replacement Project, Contracts and Change Order Consultant ***Sr. Engineer / Construction Manager****, Los Angeles, CA (2019)* George was tasked with analyzing project scope and City of LA specifications (incl. CALTRANS) related to CMGC, contracts and change orders on the $200M Sixth Street Viaduct Project for Skanska-Stacy-Witbeck JV. The scope included reviews of risk registers, estimates, TIA, and justification for proposed change orders. He frequently met with various trades and engineers during construction to discuss means and methods to safely install quality work per AFC contract documents.

LA Metro Purple Line 1, ***Sr. Engineer / Construction Manager****, Los Angeles, CA (2017 - 2018)* George He assisted in all aspects of the deep excavations for the La Cienega Station. He coordinated the utility/ substructure maps for pot holing activities, and verifying AUR field conditions based on as-built substructure plans for all wet and dry utilities.

LA Metro Regional Connector, ***Third-Party Coordinator and Permitting Expeditor****, Los Angeles, CA (2015 - 2016)* George was responsible for the coordination of relocation and inspection of utilities and traffic control with LADOT and other agencies (LABOE, LADWP).

MORGNER

LARRY HENDRICK, DBIA, LCPE, LEED AP

CHIEF ESTIMATOR, 100% DURING PRECON, 10% DURING CONSTRUCTION

Larry Hendrick, a stalwart in the California Construction industry with a remarkable career spanning 55 years, is a distinguished figure within the American Society of Professional Estimators. Larry has over 22 years of exceptional expertise in construction estimation. Mr. Hendrick's unparalleled proficiency lies in precise cost estimation for construction projects, adept bid proposal formulation, extensive experience in training and public speaking engagements, forensic investigation prowess, and the critical ability to provide cost-to-repair estimates for construction defect litigation claims. Moreover, he offers invaluable preconstruction consulting services across a wide spectrum of construction projects.
As the Preconstruction Manager for Magnolia Science Academy 5 - Pre-Construction & CM Services, Larry will perform cost estimating, value engineering and bid phase management.

YEARS OF EXPERIENCE

50+ Years, 1 Year at Firm

EDUCATION

- AA, Communication, Journalism, and Related Programs, Palomar College, San Marcos, CA

LICENSES/ CERTIFICATIONS

- Lifetime Certified Professional Estimator (LCPE) No. 1.4-000259-0500, American Society of Professional Estimators
- DBIA Certified Professional, Design Build Institute of America
- LEED AP U.S. Green Building Council
- CERT, Certified Member, Consulting Estimators Round Table
- California State Contractor – B-1 General, C-61/D-44 Specialty
- Contractor (Renewed Inactive)

QUALIFICATIONS

- Over $25M in Value Engineering, Value Management cost savings
- Held Chief Estimator positions in various prominent construction companies, including Balfour Beatty Construction, Gilbane Construction, Straub Construction, and Swinerton Builders.
- Extensive experience in providing accurate cost estimates for diverse sectors such as Education, High Rise, Hotels, Aviation, Healthcare, Military, & Government.
- Expertise in conducting forensic investigations to analyze construction defects and issues.
- Seasoned in providing expert witness testimony in construction defect litigation cases.
- Bid Package Phase Cost Estimating, Advertising and Managemen
- Served as Director of Pre-Construction, overseeing strategic planning & project initiation for large general contracting companies.

SELECT EXPERIENCE

Mira Costa College, Oceanside Campus, Student Services Building D-B ($33M) ***Chief Estimator****, Oceanside, CA (2020 - 2021)* Larry provided options and pricing for Slope Repair to include caissons and soil stabilization to help project stay within original stated budget. He provided options and pricing for stand-alone larger Central Plant for campus in lieu of remodeling and expanding existing Central Plant for cost comparison. Larry also provided options and pricing for site to include auto access and drop-off and provided options and pricing for alternate interior finishes for comparison.

Los Angeles Unified School District (LAUSD) Roosevelt High School, Campus Modernization D-B ($160M) ***Chief Estimator****, Los Angeles, CA (2017)* Larry provided options and pricing for exterior skin to minimize cost and stay within budget. He provided options and pricing for standardized chemistry lab case work to minimize cost and stay on budget. Larry also provided options and pricing for storefront glazing in lieu of curtain wall glazing assemblies to minimize cost and stay on budget. He provided options and pricing for LED lighting in lieu of florescent lighting for energy savings and higher life cycle value. He provide options and pricing for stage equipment at the Theater to minimize cost and stay within budget and provided options and pricing for exterior hardscape enhancements to require less landscape maintenance.

Los Angeles Unified School District (LAUSD) Lindbergh Elementary School Campus Modernization Lease-Lease Back ($40M) ***Chief Estimator****, Los Angeles, CA (2019 - 2020)* Larry provided option and pricing for Otis Elevator in lieu of proposed as preferred best value. He provided option and pricing for steel prefabricated covered walkway connecting buildings in lieu of large cantilever overhang at buildings to minimize cost and stay on budget. He proposed shortened construction schedule to save cost and stay on budget. Proposed pre-purchase of long lead items to hedge inflation. He proposed utilizing existing duct banks for electrical cabling between buildings to minimize cost and stay on budget.

Los Angeles Unified School District Wegeforth Elementary School Campus Modernization, Lease-Lease Back ($22M) ***Chief Estimator****, Los Angeles, CA (2019 - 2020)* Larry proposed utilizing existing duct banks for electrical cabling between buildings to minimize cost and stay on budget. He proposed DG surfacing at some hardscape areas in lieu of concrete to minimize cost and stay on budget.
He proposed chain link fencing at some portions of perimeter in lieu of ornamental fencing to minimize cost and stay on budget. In addition, Larry proposed prefabricated shade structures at lunch area in lieu of site build to minimize cost & stay on budget and proposed reusing and painting existing suspended ceiling grid and just replace ceiling tile to minimize cost and stay on budget.

MORGNER

ROZA GUREVICH, CCM, CQM

DEPUTY CONSTRUCTION MANAGER, 100% DURING PRECONSTRUCTION, QUALITY CONTROL MANAGER 10% - 20% DURING CONSTRUCTION

Roza Gurevich a highly accomplished and seasoned professional in the field of construction, she brings over 26 years of unparalleled expertise to the role of Construction Manager for school projects. With an impressive track record of managing complex and multi-billion-dollar construction programs, Roza is a dedicated leader known for her unwavering commitment to delivering high-quality projects within budget and on time. In her role as Deputy Construction Manager for the Magonolia Science Academy 5 - Pre-Construction & CM Services, Roza embodies a wealth of experience, dedication, and proven expertise. Her impressive track record in managing projects of varying scale and complexity, combined with her ability to deliver results that exceed expectations, makes her an invaluable asset to our team.

YEARS OF EXPERIENCE

26 Years, 8 Years with Firm

EDUCATION

- M.S. Electrical Engineering, Odessa Polytechnic University, Odessa Ukraine
- B.S. in Electrical Engineering, Lvov Polytechnic University, Lvov, Ukraine

LICENSES/ CERTIFICATIONS

- Certified Construction Manager, CCM (Exp. 01/2025)
- Construction Quality Management For Contractors USACE # 784 (Issued 2018)
- OAR Training Certification (Issued 2006)
- FEMA Project Specialist Certifications (Issued 2011)
- OSHA 30-Hrs.

QUALIFICATIONS

- Served as Preconstruction Manager for LAUSD
- Over 10 years of direct professional experience in the management and administration of school bond programs to include managing and coordinating design, bidding award process and construction
- Experience interfacing with the Office of Environmental Health and Safety (OEHS), the Division of the State Architects (DSA), Los Angeles Fire Department and The Division of Occupational Safety and Health.
- Experience with CM, CM@Risk, Design-Bid-Build, Design-Build contracts.
- Experience in design and construction with total projects cost projects exceeding $100 million

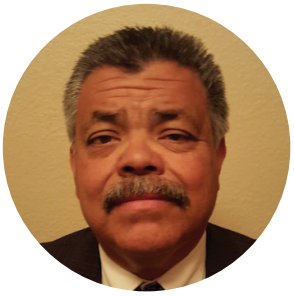
SELECT EXPERIENCE

Los Angeles Unified School District (LAUSD) - Modernization Program ($8B)
***Program Manager**, Los Angeles, CA (1/2003 – 3/2011)* Roza's extensive experience includes her instrumental role in the LAUSD Modernization Program, a monumental $8 billion initiative. She was entrusted with the critical responsibility of overseeing and executing a variety of projects under the BB Bond, Measure K, Job Order Contracting (JOC), and State Matching Effort (SME) categories. She managed multiple contractors on existing facilities projects (average $20M) simultaneously. Delivered 80% projects from inception to close-out within cost, schedule & quality requirements.

Los Angeles Unified School District (LAUSD) - Wide Master Plan
***Project Manager**, Los Angeles, CA (1/2011 – 1/2012)* Project Manager overseeing the LAUSD district-wide master planning initiative, tasked with conducting an in-depth analysis of eight diverse schools and identifying necessary facility improvements.

SoFi Stadium ($5.5B)
***Sr. Quality Assurance Manager**, Inglewood, CA (8/2016 – 8/20)* Roza served as the Senior Quality Assurance Manager for the Inglewood stadium project, a 300-acre development costing $5 billion. The project includes a 70,000-seat stadium, a 6,000-seat performance venue, over 1.5 million square feet of retail and office space, 2,500 homes, a 300-room hotel, and 25 acres of parks. Her responsibilities encompassed reviewing and revising THJV QA/QC procedures, auditing QA/QC documentation and daily reports, ensuring contract compliance through the review of shop drawings, work plans, materials submittals, and procedures, and overseeing ongoing construction for contract changes. She also approved subcontractor QA/QC manuals, reviewed subcontractor QA/QC documentation and reports, coordinated with trade QA/QC personnel for material sampling and testing, conducted daily inspections, participated in QA/QC meetings, managed inspection assignments and reports, attended various project meetings, and organized preparatory phase meetings. In addition Roza and the QC Team pitched the idea to implement Project Inertia to help keep more than 200 trades, subcontractors, design companies & project teams' work requests streamlined.

Disney - Shanghai Disney Park, $4.3B,
***Senior Electrical Engineer**, Shanghai Shi, China, (2/2012 - 12/2015)* Roza's responsibilities included organizing and developing project design criteria, engineering work plans for various facilities, and dry utility coordination. Roza also oversaw underground conduits, electrical submittal reviews, and RFI responses. During construction, she performed site visits, documented progress, and provided contractor direction to resolve electrical issues. Additionally, Roza assisted in developing project scopes, budgets, and schedules, ensuring technical quality, budget compliance, and adherence to department standards while coordinating multi-discipline engineering teams on complex projects.



GSE GATEWAY SCIENCE AND ENGINEERING, INC.

KIM ROMERO, OAR

SR. SCHEDULER, 50% DURING PRECON, 25% DURING CONSTRUCTION

Kim Romero has over 20 years of experience in construction management, project and program scheduling, and project cost and schedule controls. As a Sr. Scheduler, Kim has prepared resource- and cost-loaded master program and project-specific schedules for College and K-12 new educational construction buildings and facilities, hospital renovations, new sewer, water and wastewater treatment plants, port & harbor civil projects, recreational facilities, TBM tunneling and military housing facilities. Kim is also experienced in reviewing of contractors' baseline and monthly schedule updates, evaluation of contractors' requests for time extension, status reporting, funding allocation monitoring, forecasting, and earn value analysis, and preparation of owner parallel schedules. Kim is proficient in Primavera in the use and review of state of the art scheduling software packages including Primavera P6 version 17.7, P3, Sure-trak, Contractor and Microsoft Project.

YEARS OF EXPERIENCE

20+ Years, 14 at Firm

EDUCATION

- A.S., Accounting, El Camino College, Los Angeles, CA

LICENSES/ CERTIFICATIONS

- Certified OAR (Owner's Authorized Representative)
- Certified Primavera User

QUALIFICATIONS

- Kim specializes in project scheduling, including the development of master program and project-specific schedules. He is proficient in using scheduling software such as Primavera P6, P3, Sure-trak, Contractor, and Microsoft Project.
- He is experienced in schedule controls, which involves monitoring and adjusting project schedules to ensure that deadlines are met and projects stay on track.
- Experience to resource-load schedules, which means assigning and tracking the allocation of resources (e.g., manpower, equipment) to specific tasks in the project schedule.
- He has the expertise to review contractors' baseline schedules and monthly schedule updates to ensure they align with project specifications and timelines.
- Proficient in performing earned value analysis, a project management technique for assessing a project's performance in terms of cost and schedule.
- Experience in successfully managing & developing schedules for a wide range of projects, including those involving private organizations, local, state, and federal government entities.

SELECT EXPERIENCE

Los Angeles Mission College ($199M) ***Sr. Scheduler****, Sylmar, CA (2008 - 2012, 2014 - 2017)* Kim managed the construction schedule for a 30,000 SF and $42M Health and PE Fitness Center, a 25,000 SF and $47M Family Consumer Studies Building, a 38,000 SF and $77M East Campus Science Building, a 22,000 SF and $18M Media Arts Building, and campus wide modernization and renovation projects totaling $15M for Los Angeles Mission College. The projects include design-bid-build and design-build contracts for new construction and modernization/renovation projects from NTP thru Commissioning and Closeout. He is responsible for creating, updating and monitoring the Los Angeles Mission College master schedule, assisting the construction managers in placing their project schedules on the District dashboard for their monthly reports, reviewing the contractors' baseline schedules for conformance with the schedule specification, monitoring contractors' daily progress, reviewing and monitoring contractors' monthly schedule updates, tracking project costs, preparing owner's Time Impact Analysis.

Los Angeles Unified School District ($33M) ***Sr. Scheduler****, Porter Ranch, CA (2012 - 2013)* Kim provided scheduling services to the LAUSD Valley Region Span K8 #2 Porter for construction of seven different buildings totaling 55,000 square feet with a value of $33M. He was responsible for reviewing the contractor's baseline and monthly schedule updates, preparing owner's parallel schedule, monitoring the contractor's progress and comparing it to the latest approved schedule, reviewing and reporting on the contractors Time Impact Analysis fragnet schedules, and preparing written reports.

Los Angeles Unified School District (BB Bond Program) ***Sr. Scheduler****, Los Angeles, CA (2004 - 2006)* Kim was responsible for consulting with the LAUSD consultant 3DI on cost control and scheduling issues. He provided review and analysis for performance against established baselines vs. the schedule update and prepared monthly progress updates to LAUSD under BB Bond Program.

Los Angeles Unified School District (BB $200M) ***Owner Authorized Representative****, Los Angeles, CA (2004)* Kim managed the preparation of bid documents, conducting Job-Start meetings, monitoring contractor's schedule of values, and developing summary construction schedules and cash flow diagrams. He monitored cost and schedule status; and conducted weekly progress meetings and job site visits. He was certified as an OAR through the LAUSD training program.

Hacienda La Puente Unified School District ($125M) ***Sr. Scheduler /Document Control Manager****, City of Industry, CA (2003 - 2004)* Kim provided cost and schedule analysis to Project Managers, and reviewed cost and schedule performance baselines against schedule updates. Kim also provided cost and schedule reporting to the construction managers, and oversaw a staff of 4 document controls engineers.

MORGNER

EDUARDO TORRES

SUPERINTENDENT, 100% DURING CONSTRUCTION, 50% DURING CLOSEOUT

Mr. Eduardo Torres has 11 years of experience serving as a Project Superintendent and Safety Representative in various projects throughout the U.S. His construction experience includes airport facilities and air-side, stadium, hospital, commercial, and complex vertical construction projects. Among the projects are the over $5 billion SoFi Stadium and the $2.1 billion Manchester Pacific Gateway in San Diego (America's premier waterfront development).

As a Project Superintendent, Mr. Torres is responsible for managing a team of workers, including work schedules, project progress and resource allocation; creating cost estimates for labor, supplies, materials and other project costs. He collaborates with clients and project managers to determine budget and timeline, coordinates materials and equipment delivery with vendors and suppliers, creates schedules for workers and subcontractors.

YEARS OF EXPERIENCE

11 Years, 4 Years with Firm

EDUCATION

- B.S., Construction Management, North Carolina Agricultural and Technical State University Greensboro, NC.
- Associate, Building Construction Technology, Fayetteville Technical Community College Fayetteville, NC.

LICENSES/ CERTIFICATIONS

- On Site Certified Safety Supervisor (STSC)
- OSHA 30-Hour Construction
- Metro Rail Safety and Wayside Safety Training

QUALIFICATIONS

- Mr. Torres excels in overseeing construction projects from start to finish. He effectively leads construction teams, manages project progress, and ensures that work is completed according to plans and specifications.
- With his leadership skills, Mr. Torres manages a team of workers, assigning tasks, setting work schedules, and ensuring that everyone is working efficiently to meet project goals.
- He coordinates the delivery of materials and equipment with vendors and suppliers, ensuring that the necessary resources are available when needed to avoid delays.
- optimizes the allocation of resources, including labor and equipment, to maximize productivity and efficiency on the job site.
- Maintains daily logs for job site operations, documenting progress, issues, and achievements.

SELECT EXPERIENCE

Los Angeles World Airports, LAX Delta Sky Way, Terminal 2 and 3 ($1.86B) ***Superintendent****, Los Angeles, CA (11/2021 – 8/2023)* Delta's $1.86 billion plan to modernize, upgrade and connect Terminals 2, 3, and the Tom Bradley International Terminal (Terminal B). As an Area Superintendent, Eduardo worked on Phase 3B Terminal 3 West Head-house and the Tom Bradley International Terminal (TBIT) Connector performing the following duties: Supervised underground relocation and demolition of wet utilities on relocation of 10" and 6" FW line the. He oversaw civil, structural, and underground field operations including supervising and managing personnel and subcontractors. Coordinated with trade partners to complete design team and LAWA punch list. Coordinated with LAWA for final inspections of rooms/areas. Coordinate with the project management, field team and trade partners on material needs, RFIs.

SoFi Stadium Project ($5.5B), ***Superintendent****, Inglewood, CA (2/2019 – 12/2020)* The SoFi Stadium is a 3.1 million-square-foot facility, which is the first football stadium erected in Los Angeles in nearly a century. Supervised and managed the build-out of 17 parking lots, perimeters retaining walls, street build-outs, sidewalks and landscaping. Supervised and coordinate of the all-dry utilities such as permanent power, cable, internet, gas, and site. Logistics coordination and before installing to make sure it met the specifications. Developed and maintained the three-week look ahead schedule for the Dry-utilities. Coordinated of all the non-stadium work to make sure all task were being completed in a timely manner. Managed and coordinated the B-Permit for the for the SoFi Stadium. subcontractors, design companies & project teams' work requests streamlined.

Civil, Structural Inspector*,* Responsible for developing and enforcing the Project's QC Program and procedures for all stadium structural and civil elements. Eduardo was also responsible for leading a team of QC Inspectors, Material Technicians and Surveyors to ensure the as build condition met the design intent and details for construction and environmental compliance.

Manchester Gateway Project ($2.1B), ***Project Superintendent****, San Diego, CA (6/2018 – 2/2019)* The Manchester Pacific Gateway project will be one of the country's premier waterfront developments. The Navy-owned property is located in the southwest corner of downtown San Diego overlooking San Diego Bay. Eduardo supervised and managed the drilling of 16 wells and recorded all of the data where the wells were located. He supervised and managed the preparation of the shoring and filling of the flutes to received waterproofing. He supervised and managed the installation of the metal framing for two rated tunnels, electrical separation in the tunnel and loading dock in the Old Navy Building. Responsible to track the trade partners DCR's, reports and follow up with each contractor.

MORGNER

WILLIAM ASCHOFF, DBIA, ASP, CHST

SITE SAFETY DIRECTOR, 20%+ FROM PRECONSTRUCTION TO CLOSEOUT

William "Ed" Aschoff is a seasoned professional with over 20 years of unparalleled expertise as a highly accomplished Program Manager, specializing in Safety and Risk Management for public and private agencies, school facilities, aviation, healthcare facilities, sports and technology clients throughout southern California. He has a strong academic foundation in safety and health including engineering and environmental science, fire science and fire administration. He is certified by the Board of Certified Safety Professionals (BCSP) as a Safety Professional and is currently pursuing a Master's in Public Administration at Columbia Southern University. Ed's unwavering dedication to his projects' well-being is evident through his exceptional leadership and innovative strategies, leading to remarkable achievements of over 4 million work hours without any recordable injuries or loss workdays, including 1 million work hours at the Intuit Dome Clippers Arena Project. These milestones were accomplished during his tenure with prominent, award-winning construction firms such as AECOM, Jacobs, Vanir, and Morley Builders. Ed's invaluable contributions as a Safety Manager played a pivotal role in cultivating a culture of safety excellence within these renowned organizations, ensuring the highest standards of safety for their workforce.

YEARS OF EXPERIENCE

26 Years, 3 Years with Firm

EDUCATION

- Master of Public Administration, Emergency Services, Columbia Southern University, Orange Beach, Alabama
- B.S., Fire Administration, Columbia Southern University, Orange Beach, Alabama
- A.S., Fire Science, Columbia Southern University, Orange Beach, Alabama

LICENSES/ CERTIFICATIONS

- Associate DBIA, Design Build Institute of America
- Associate Safety Professional (ASP), Board of Certified Safety Professionals
- Construction Health and Safety
- Technician (CHST), Board of Certified Safety Professionals
- HAZWOPER 40-Hrs. Training
- Fire Prevention Officer, Santa Ana College, Santa Ana, California
- Health Science, Paramedic Training and Certification, addleback College.
- Safety in Design, Executive Education, Harvard Business School
- California State Fire Training, Office of the State Fire Marshal:
  - Chief Fire Officer 3A, Human Resource Management
  - Fire Investigation 1A
  - Firefighter II and Firefighter I
  - Emergency Medical Technician (EMT-1A & Paramedic)

QUALIFICATIONS

- Ed Aschoff's exceptional expertise and proven leadership make him an invaluable asset to any construction project. With his visionary approach to safety, his transformative impact on capital building programs is guaranteed.

SELECT EXPERIENCE

Los Angeles Community College (LACCD), ***Safety Manager****, Los Angeles, CA (7/2023 – Present)* Ed is the Safety Manager for General Contractor for the deconstruction of Thearter Arts (53ft) to make way for a new $65M Performing Arts and Media Center at Los Angeles Valley College.

Los Angeles World Airports (LAWA), Delta Sky Way Program & American Airlines Terminal 4 & 5
Safety Manager*, Los Angeles, CA (5/2022 - Present)* Assures compliance with company code safe practices, O.S.H.A., state, federal, LAWA, company and project-specific reports. Conducts inspection of scaffold tower and enforcement of the Hensel Phelps and LAWA safety regulations. Instructs employees and supervisors of safety rules and regulations.

Morley Builders, ***Safety Director****, Santa Monica, CA (2019 – 2021)* Identified $1.2M in annual capital efficiency and equity. Served as COVID-19 task force leader, authoring and implementing Cal/OSHA-compliant exposure control plan. Interacted daily with executives and board members while leading 15 safety professionals. Oversaw 23,000 hours of corporate safety training in 2020. Implemented first aid and trauma training program (80 supervisors and safety professionals)

CANNONDESIGN, $4.3B, ***Associate Vice President, Corporate Safety, Risk, and Quality Officer****, Irvine, CA (2018 - 2019)* Ed Oversaw multinational design and construction firm. Led pre-construction services team, achieving $78 million in design-build value short lists. Migrated paper-based trade partner prequalification process to digital workflow. Presented Enterprise Risk Management (ERM) strategy to executive leadership. Restructured safety and risk programs after acquisition of GC design-build firm.

Vanir Group of Companies, Inc., ***Associate Vice President, Corporate Safety, Risk, and Quality Officer****, Sacramento, CA (2015 - 2017)* Ed worked at a national, real estate development, and construction management firm with $100 million in revenue. Handled daily interactions with respective chief officers for finance, marketing, administration, and legal. Restructured commercial insurance to achieve four times the Return on Value (ROV) in corporate equity. Consolidated quality and safety departments to achieve $200,000 per year in perpetual savings.

AECOM, ***Director of Health & Safety****, Los Angeles, CA (2003 - 2007)* Ed provided health and safety leadership to large-scale capital building programs across the U.S. Served as member of Global AECOM Performance Excellence (APEX) Committee and ISO 9001.

Section 3

Resources and Availability

A. Team Experience and Resources

The GSE team is proposing to provide the Magnolia Public Schools with comprehensive Preconstruction and Construction services under the **Construction Manager (CM) Multiple-Prime approach**. The team will be led by GSE, a 30-year leading provider of comprehensive CM services in Los Angeles County and supported by Morgner Technology (Morgner) a local, small, women and LGBTQ-entity to support in the successful delivery of the project—making our team **100% certified small business led**.

GSE will lead the team and contract directly with the District, while Morgner will serve as GSE's subconsultant to support with Preconstruction Services, Value Management/Engineering and as-needed on-site Safety Management during construction. The respective high-level roles of each firm are summarized below while **Exhibit 1** illustrates the team composition and key staff/resources proposed for this project.

GSE (Construction Manager and POC)

- Lead CM, PIC – Main POC
- Pre-Construction Oversight
- Construction Phase Management
- Budget Management (Accounting/Finance)
- Schedule Management
- Procurement/Bidding
- DSA Close Out/DSA Approval
- IT, Move Management
- Warranty Guarantor

Morgner (Construction Management Support)

- Deputy Construction Management
- Constructibility Reviews
- On-Site Safety Manager
- Pre Construction Management
- Value Engineering
- Cost Estimating
- Bid Package/Bid Phase Management

i. Proposed Team and Experience:

Gateway Science and Engineering, Inc. (GSE) will serve as the lead Construction Manager, responsible for direct oversight of the Primes. GSE is a certified Hispanic small/minority business enterprise **(SBE/MBE)** that specializes in providing full-service solutions in construction and engineering for a diverse range of clients, including public works, K-12/Higher Ed., transportation, and municipalities across California.

GSE's experience with K-12, College and University New Construction and Modernization Projects enhances the coordination efforts with School Districts, Architects, Office of Public School Construction, Division of State Architect, California Department of Education, DTSC, California State Allocation Board, Office of the State Fire Marshall, California Energy Commission and local agencies in support of the our client's construction programs and ultimately achieving their goals and needs.

With an impressive track record spanning **over 25 years**, GSE brings extensive expertise in managing renovations and **new construction projects** for more than **15 distinct school districts and capital improvement programs** throughout California. Our success is evident in our ability to excel under various project delivery methods, including Construction Management (CM) only, CM at Risk, CM Multi-prime, and other traditional approaches.

Importantly, our experience with California school construction, is invaluable because of our knowledge and track record successfully delivering new construction and modernization project, parking structures, stadiums, sports fields, infrastructure in a safe and effective manner around fully functional educational. Our staff of Engineers, Project/ Construction Managers, Inspectors, IT and Support Staff have multifaceted experience summarized below:

- Pre-Construction, Design Management, Construction Project Management and Project Close Out Activities of over 50 New Construction Projects and 5000+ modernization projects

- Performed DSA Inspection for over 100 school projects
- LEED and Sustainable Design Experience
- Extensive experience with DSA, UBC and Title 24 Regulations
- Vast experience with different delivery methods including Design Bid Build, Design Build, Multi-Prime.

Specifically for K-12 charter programs, GSE has provided construction management services for **Granada Hills Charter Schools, $50 million dollar program; High Tech High Charter School, $10.6 million dollar construction value; Alliance for College Ready Schools, $31 million dollar program; and LAUSD's Prop 39 Charter School Integration Program, a $1.5 billion dollar program**. In addition, GSE has participated in bond-funded projects in prominent districts including Los Angeles Unified School District, Pomona Unified School District, San Bernardino City Unified School District, Chino Valley Unified School District, Santa Monica-Malibu Unified School District, Rio Hondo Community College District, and Los Angeles Community College District– with a cumulative value exceeding $55 billion dollars. **Specific projects are demonstrated in Section 4.**

Morgner Technology (Morgner), a certified **SBE/DBE/MBE/LGBTQ enterprise**, will collaborate with GSE to deliver essential construction management support services. These services encompass Value Management/Engineering, Cost Estimating, Bid Phase Management, and as-needed on-site Safety Management. Morgner brings a wealth of experience and knowledge in public works contracts, complemented by a track record of over 30 successful years of working relationships within Los Angeles and beyond.

Founded in 1992 by the late Carlos E. Morgner, Morgner has consistently served a diverse clientele spanning both the public and private sectors. Throughout their impressive 30-year journey, they have provided invaluable professional and technical services aimed at facilitating the planning, design, and construction of major multi-modal transportation and facilities-related projects.

Morgner's experience in the K-12 and Higher Education sectors include providing support in the construction and renovation of school facilities for prominent **Los Angeles USD (LAUSD)** and **Los Angeles CCD. At LAUSD**, Morgner is proving Asbestos and Lead Management for construction and demolition projects throughout the school district and for LACDD, Morgner is overseeing the contractor's preconstruction phase work where they are demo'ing an existing structure to make way for a new **$65M Performing Arts and Media Center at Los Angeles Valley College**. Additionally, Morgner's key staff have served in prominent roles (to be described below) managing and constructing new buildings and upgrading entire campuses of bond-funded projects throughout the state of California including over hundreds of campuses across 20 school districts. These include LA Charter Schools, LAUSD, Glendale USD, Huntington Beach USD, to name a few.

ii. Assigned Key Staff

George Castillo, P.E.
Principal-in-Charge and Construction Manager, *Day-to-Day Operations, POC*

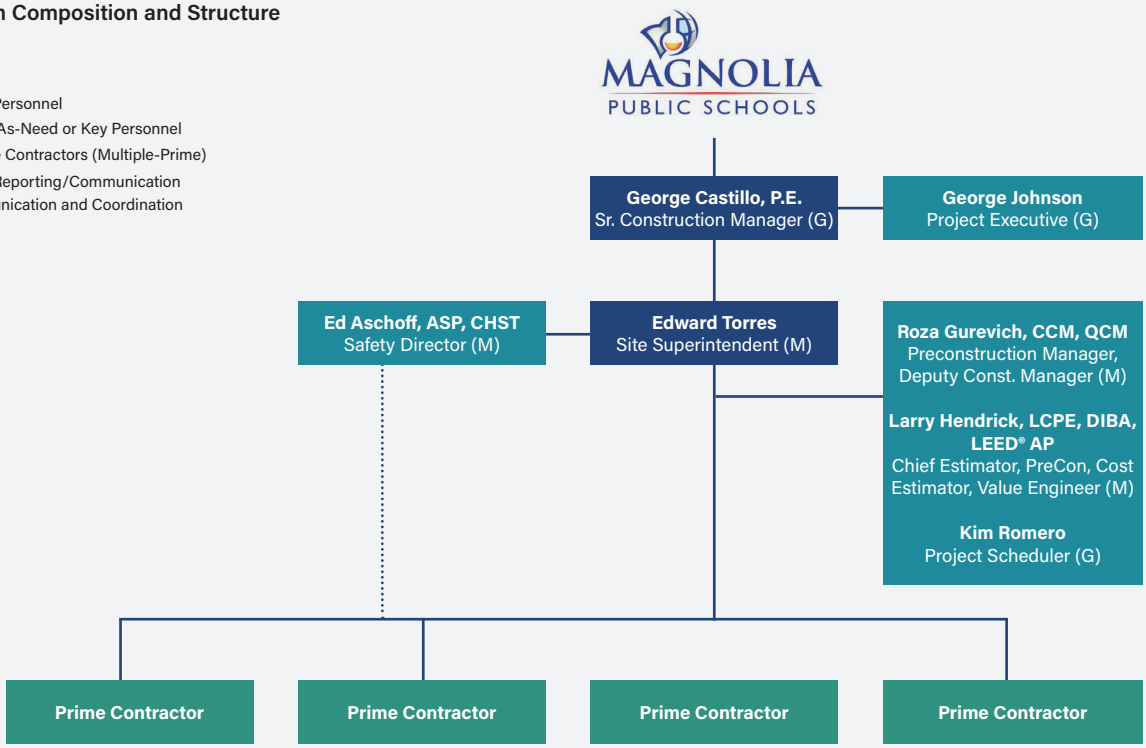
Our team will be led by GSE's **Principal-in-Charge and Senior Construction Manager, George Castillo, P.E., a 30 year seasoned professional with extensive professional experience providing project management, project design, construction management and permitting/entitlements of projects.** He has managed all aspects of on-site field construction activities and tenant improvements for various facilities across Southern California. George has comprehensive knowledge of various project delivery methods, including D-B-B, CMMP, CMGC, CMAR and Design-Build.

Mr. Castillo has also been responsible for field administration, estimating, scheduling, procurement, and value engineering. He knows the importance to timely responses to contractor's RFI's, submittal reviews and other pressing field issues. He is adept at interpreting and overseeing contracts and specifications, green building code, accessibility, contractor's baseline CPM schedules, monitored job progress and reviewed contractor's schedule updates and payments. His overall comprehensive work experience in schools, residences, housing developments, commercial buildings, mid-rise

Exhibit 1. Team Composition and Structure

(G) GSE
(M) Morgner

- Full Time Key Personnel
- Part Time and As-Need or Key Personnel
- Awarded Prime Contractors (Multiple-Prime)
- Direct Line of Reporting/Communication
- Line of Communication and Coordination



residential towers, mixed-use complexes, tenant Improvements, master plans, medical offices and interior design and construction close out expertise has helped clients complete projects on time, within budget and safely.

More recently, as the **Senior Project Manager for USC's Capital Development Program, George was in charge of deferred maintenance projects ranging in costs of $100,000 to $2M**. Projects include seismic upgrades to existing buildings, and MEP projects, related to Air Handling Unit replacements, Heating and Hot Water Replacements, Electrical Services Replacements for entire buildings and Generator replacement and upgrades. Tasked with identifying and analyzing department needs and creating a project scope and budget for design and construction, as well as permitting with the City of LA and AQMD. Utilizing e-Builder to provide project information to owners and staff regarding all project information, from budgets, payments, invoicing, and CD's.

George is a Professional Civil Engineer with a master's degree in Strategy and Finance from the University of Southern California. He is a member of the American Society of Civil Engineers and the Construction Management Association of America.

George Johnson

Project Advisor

George Castillo will be assisted as-needed by Mr. George Johnson, who is one of our most valued and trusted Technical Advisors. George's professional experience includes Los Angeles Unified School District's Deputy Director of Facilities Projects, Facilities Services Division. Responsible for planning, organizing, directing, coordinating and reviewing the project management activities of the Local District Facilities Directors and Local District Project Managers on behalf of Existing Facilities regarding Proposition BB Bond, Measure K, Measure R, Quality Zone Academy Bond and Wonders of Reading based modernization construction projects. As Gateway's Project Director for Los Angeles Mission College, Mr. Johnson was responsible for the day-to-day management and oversight of the construction management team consisting of 23 staff members including implementation of program criteria for Bond Funded construction projects, responsible for reporting status updates to the various stake holders, monitored and managed compliance of Bond Measure requirements.

Mr. Johnson will be providing project oversight and technical support directly to the project key staff overseeing this important construction program.

Roza Guverich, CCM, QCM,

Pre-Construction Manager, Quality Manager, *Quality Control, Constructibility Review Manager and Bid Package Support*

Roza Guverich, CCM, QCM, Preconstruction Manager and Quality Control Manager, is a key asset to our project team. Her role will be pivotal in ensuring the successful planning, execution, and oversight of the Magnolia School Project. Working closely with George, our Project Manager, Roza will collaborate seamlessly to facilitate all aspects of project coordination including managing project schedules and budgets, tracking key milestones, and fostering transparent communication among team members and stakeholders. In addition to her role alongside the Construction Manager, Roza will provide invaluable support to Larry Hendricks, our Preconstruction Manager, by conducting comprehensive constructibility reviews and supporting in bid package assessments.

With over **25 years of experience,** Roza brings a wealth of expertise to our team, particularly in the fields of **electrical engineering**, **quality control management**, **and bid phase management**. As a certified construction manager (CCM) with a degree in electrical engineering, Roza has a well-rounded professional background that includes past roles as an Electrical Design Engineer, Project Manager and Construction Manager.

During her earlier career years, Roza made significant contributions as an Electrical Design Engineer, to projects such as the historical rehabilitation and restoration of **LAUSD's Science/Education Resources Center** and the **University of California, Los Angeles's New Ostin Music Center**. Her commitment to excellence led to her promotion to Project/Construction Manager on LAUSD's BB Bond Measure K and State Matching Effort (SME) projects. In this capacity, she managed the design and preconstruction/bidding phases, reviewing and qualifying sub-consultants and prime contractors during the award phase.

Roza holds certification as a Quality Control Manager, and her expertise was instrumental in developing the Quality Control Program for the **$5 billion SoFi NFL Stadium** while working within the Program Management Office. Her responsibilities included conducting rigorous quality checks for **over 200 subcontractors' work** and **scheduling thousands of inspections throughout the project's lifecycle,** fostering collaboration between city officials and onsite inspection staff.

Drawing from her extensive design and engineering experience, Roza will provide valuable support in constructability reviews and assist Larry and George with cost reviews and bid packaging during the preconstruction phase. Her multifaceted skills and dedication make Roza an invaluable asset to the Magnolia School Project.

Ed Torres

Site Superintendent

With over 11 years of experience in the construction industry, Ed Torres is a seasoned professional who excels in project management, safety, and quality control. Holding a B.S. in Construction Management from North Carolina, he brings a wealth of knowledge to his role. As a Superintendent, Ed plays a pivotal role in project leadership, cost estimation, client collaboration, and prime subcontractor management. He is known for his keen attention to detail, commitment to safety, and dedication to maintaining high-quality standards on every project. Ed's problem-solving skills and proactive approach ensure that projects are delivered efficiently and to the satisfaction of clients.

Ed's extensive experience spans a range of projects, including the $1.86 billion LAX Delta Sky Way Terminal modernization and the $2.1 billion Manchester Pacific Gateway development. He has a track record of successful coordination, safety enforcement, and quality control, making him an invaluable asset to our construction endeavors. With Ed Torres at the helm, you can trust that your project will be managed with expertise and a commitment to excellence.

Ed is a 2008 Purple Heart Medal Recipient, an On Site Certified Safety Supervisor (STSC), and OSHA 30 Certified.

Larry Hendricks, DBIA, LCPE, LEED® AP

Chief Estimator/ Value Engineer

Preconstruction Cost Estimator, Value Engineering, Bid Phase Management

Our proposed Chief Estimator is **Larry Hendricks** who will lead all cost estimating, value management/ engineering, and bid phase management. With over **55 years of experience** in the field, Larry has an impressive track record as a Chief Estimator, having successfully worked through more than **$19 Billion dollars of estimates** on more than **45 renovation and new construction school projects spanning across 17 different school districts across California.**

He has cultivated good working relationships with key designers at **DLR**, particularly during his early involvement of **Mira Costa College's $33 million Student Services Building**. In this role, Larry played a pivotal role in value engineering and identifying approximately **$2-2.5 million in cost-saving opportunities through material and construction approach optimizations.**

Throughout his career, Larry has been a driving force behind substantial cost reductions and efficiency improvements. His contributions in value engineering and value management have **generated savings exceeding $25 million in construction and fee costs.** Notably, his team achieved the most significant cost savings of **$10 million by proposing an operational change at Luke Airforce Base in Arizona**. This change ultimately saved the Airforce more than $10 million in manhours and resource expenditures to date. Larry's wealth of experience and dedication to optimizing project outcomes make him an invaluable asset to the Magnolia School Project.

Larry will also manage the preconstruction activities such as cost estimates, value engineering and work with the construction and design teams during the preconstruction and bidding phases to identify savings through value management/engineer process, establish budgets, and prepare bid packages for public bidding. Larry has meticulously reviewed the **initial cost estimates provided by HLCM** and has confirmed that a **CMMP delivery method would be the most cost-effective and efficient approach** for managing the construction of the new building at Magnolia. This decision not only mitigates certain risks for the district but also results in **cost savings in CM fees.** Larry is a respected member of the **American Society of Professional Estimators (ASPE), where he has actively contributed for 25 years and holds the prestigious Lifetime Certified Professional Estimator (LCPE)** designation for 22 years. Larry's exceptional skills have earned him awards as a top-tier cost estimator, and he also shares his expertise as an Adjunct Professor, teaching construction estimating. He is widely recognized as one of the industry's foremost Cost Estimators, ensuring the highest level of precision and quality in our estimation processes.

William Ed Aschoff, DBIA, ASP, CHST,

Safety Director, *As-Needed Site Safety Director*

While not a full-time position, **Ed Aschoff, DBIA, ASP, CHST,** Safety Manager, plays a crucial role within our team. Ed's primary responsibility will be to provide support to the CM team by developing and overseeing a comprehensive safety plan with the goal of proactively addressing safety issues and prevent accidents before they occur. He will also ensure that all the key workers and Primes on the project are properly trained in safety protocols, regularly conduct site inspections and audits to identify and mitigate safety hazards, and essentially foster a strong safety culture among all project stakeholders. Ed's role as the team's Safety Director is essential in ensuring that the state, federal and OSHA safety regulations and standards of the prime contractors align and comply with the project's safety policies as stipulated by the district and outlined in the General Conditions.

Ed is seasoned professional with over 20 years of unparalleled expertise specializing in **Safety and Risk Management for public and private agencies, K-12/Higher Ed** and healthcare facilities, sports and technology clients throughout southern California. He has a strong academic foundation in safety and health including engineering and environmental science, fire science and fire administration. He is certified by the **Board of Certified Safety Professionals (BCSP)** and is currently pursuing a master's in public administration at Columbia Southern University.

Ed's unwavering dedication to his projects' well-being is evident through his exceptional leadership

and innovative strategies, leading to remarkable achievements of **over 4 million work hours without any recordable injuries or loss workdays**, including 1 million work hours at the Intuit Dome Clippers Arena Project. Ed's impressive track record also includes spearheading an innovative OCIP I & II programs for **LACCD** $6.7 billion Bond Program, where he served as the Program's Safety Director, resulting in a remarkable **cost savings of $85 million throughout his tenure**. This included implementing a Workers' Comp Alternative Dispute Resolution program that secured **$6 million in premium reductions**, and a Safety in Design Program for their OCIP II (Prop J) that yielded **$27 million in premium savings**, inclusive of OCIP I performance. Through his tenure at LACCD, he also led a team of 10 safety professional that achieved an **impressive 97% contractor injury-free rate** and collaborated with local occupational health clinics to develop an efficient Return-to-Work and quality of care program for OCIP that ensured optimal outcomes and minimized expenses.

B. Availability and Resources

i. Availability

Our proposed key team members are dedicated to supporting every phase of the project. **Table 1** provides a clear breakdown of the expected commitment levels and availability of our Key Team Members.

Considering the specific requirements of the current project, we recognize that the preconstruction phase will demand significant attention from Larry Hendrick and our support staff. During this phase, their primary focus will include tasks such as cost estimates, value engineering assessments, and preparations for the project's bid and award phase. Concurrently, the construction management team will concentrate on essential aspects like mobilization, schedule development, project setup, and the potential early release of bid packages, including move management and demolition works, pending approval.

Full time vs. As-need or Part Time Personnel Resources and Support

As we transition into the construction and DSA close-out phases, we anticipate having the Project Manager, Deputy PM and a project superintendent fully engaged, with additional support from our expert cost estimators, schedulers, and site safety management as needed. This flexible approach ensures that the project receives the right expertise at the right time, promoting efficiency and success at every stage.

Additional Resources

- ***Technology Utilization:*** Cutting-edge project management software and technology tools will be employed to enhance communication, collaboration, and data management. These tools will facilitate real-time reporting, document sharing, and milestone tracking, ensuring seamless coordination among everyone.
- ***Resource Management and Optimization:*** GSE will employ a systematic approach to resource management, continuously evaluating project requirements and adjusting resource allocation accordingly. This includes monitoring project progress, identifying potential bottlenecks, and proactively addressing resource needs. Regular communication and coordination among team members will be essential to ensure that resources are optimized. This will involve weekly progress meetings, updates on resource availability, and transparent reporting on resource allocation. Risk management strategies will also be in place to address unforeseen challenges that may impact resource allocation. Contingency plans will be developed to mitigate delays and ensure that the project stays on course.

ii. Project Schedule, Risk Mitigation and Contingency Plan Resources

Project Schedule

Our proposed project scheduler is **Kim Romero,** who brings over 20 years of experience to the table. Kim's expertise will be instrumental in producing a detailed project construction schedule that aligns seamlessly with Magnolia's timeline.

Given the approximately 24-month window for demolition, construction, and occupancy, time is of the essence. Kim's approach will involve establishing critical milestones by working backward from the target date of Summer 2025. This methodical planning allows us to allocate ample time for each phase of the project, accounting for potential contingencies, inspections, and approvals. By structuring the schedule, we can maintain project momentum, optimize resource allocation, and meet or exceed all deadlines.

A fundamental aspect of our scheduling process is the critical path analysis. We employ advanced project management software to outline the sequence of tasks and their interdependencies. We'll develop comprehensive risk mitigation strategies and contingency plans to address potential delays or disruptions.

Throughout the project, we conduct regular monitoring and reporting of schedule progress. Weekly progress meetings with our team, the Primes, and stakeholders ensure that everyone is aligned with the project's timeline.

Risk Mitigation

Our team recognizes that construction projects inherently involve various risks and uncertainties. Identifying and addressing these challenges is integral to ensuring the project stays on track and meets or exceeds the client's expectations. These include:

- ***Weather Delays:*** We closely monitor weather forecasts and plan construction activities around favorable conditions whenever possible.
- ***Supply Chain Disruptions:*** We maintain open communication with suppliers, diversify sourcing when feasible, and stockpile critical materials on-site.
- ***General Contractor Performance:*** We mitigate performance risk by carefully vetting subcontractors, conducting regular performance assessments, and having clear contractual agreements in place.

Contingency Plans

- ***Emergency Response Plan:*** In case of unforeseen emergencies, such as natural disasters (heavy rainfall, hurricanes, etc.) or accidents, we have a well-defined emergency response plan in place. This plan includes immediate steps for ensuring the safety of workers and site security. After addressing safety concerns, we swiftly assess the impact on the project timeline and develop a recovery plan.
- ***Schedule Buffer:*** To account for unexpected delays, we build schedule buffers into the project timeline. These buffers provide additional time for critical activities, offering a level of protection against unforeseen circumstances.
- ***Alternative Suppliers:*** In the event of a supply chain disruption, we good relationships with alternative suppliers for critical materials. This allows us to source materials without significant delays, ensuring that construction can continue without interruption.
- ***Task Reallocation:*** Should a subcontractor face unexpected challenges, we have the capability to reallocate tasks to other qualified subcontractors to prevent project delays. Our extensive network of industry contacts allows us to swiftly identify replacements when necessary.
- ***Client Communication:*** We maintain open and transparent communication with the client throughout the project. If unforeseen circumstances arise that may impact the project's timeline or budget, we engage with the client immediately to discuss potential adjustments and obtain their input.

In summary, our risk mitigation and contingency plans are comprehensive and proactive, reflecting our commitment to delivering a successful Magnolia School Project. By identifying potential risks, implementing strategies to mitigate them, and having contingency plans in place for unforeseen circumstances, we ensure that the project remains on track, even in the face of challenges. Our approach prioritizes adaptability, collaboration, and client communication to achieve the project's objectives and exceed expectations.

Table 1. Key Team Member's Role and Availability Chart (Full Time, Part-Time or As Needed)

Key Team Members, *Role*	Duties	Pre-Con	Const.	Close Out	DSA Close Out	Warranty
George Castillo, P.E. *Construction Manager and PIC*	Day to Day Project Manager	100%	100%	100%	100%	100%
George Johnson, *Project Advisor*	Executive Oversight	20%	10%-20% (As Needed)	10% (As Needed)		
Larry Hendrick, DBIA, LCPE, LEED® AP *Chief Estimator*	Cost Estimating, Value Engineering, Bid Phase Management	100%	10% (As Needed)			
Roza Gurevich, CCM, QCM, *Preconstruction Manager* *Deputy Construction Manager*	Day to Day Deputy CM, Constructibility Reviews, Bid Phase Management	100%	25%	25%	20%	
Ed Torres, *Project Superintendent*	Day-to-Day onsite Superintendent		100%	50%		
Ed Aschoff, DBIA, ASP, CHST, *Site Safety Director*	On-Site Safety Management	10% (As Needed)	25% (As Needed)	20% (As Needed)		
Kim Romero, *Scheduler*	Schedule Development and Management	50%	25% (As Needed)			

Section 4

New School Construction Experience

LAUSD Roy Romer Middle School

Los Angeles, CA

Project Description: This unique state-of-the-art middle school is located on a 10-acre, L-shape site. The school accommodates 1,647 students in 150,000 square feet space. The creative design of the school places its main three story classroom and multi-purpose building along the perimeter of the property. The classroom and administration wing includes a 98,000 square feet over three floors; a 25,000 square foot two story multi-purpose building, and a 6,400 square foot multi-media center. The school also includes a library, gymnasium and food services facility. A drop off area relieves traffic along Laurel Canyon Blvd which is accesses the school.

Services Provided: Gateway Science & Engineering, Inc. acted as the Owner's Authorized Representative

Firm Experience: Gateway Science & Engineering, Inc.

Project Team/ Client: Los Angeles Unified School District (LAUSD)

Construction Cost: $127.5M

Services: Owner's Authorized Representative

LAUSD High Tech High Charter School

Los Angeles, CA

Project Description: A 27,000 square foot technology based high school involving new and modernization construction projects. Berliner and Associates Architecture, a Southern California based firm, was selected for its design experience in educational facilities with environmental sensitivity. Los Angeles' High Tech High was designed to establish a connection between the school's high-tech aspect and sustainable design. Meeting standards set forth by the California Energy Commission and the Collaborative for High Performance Schools, the adaptive reuse and new construction project is designed with a strong day lighting program that the school takes full advantage of the site's natural north-facing orientation. With the exception of restroom facilities, virtually 100 percent of the building's interior receives natural light through windows, skylights, and roof monitors. Energy efficient design components also include high-performance glazing, which minimizes summer solar heat gain and minimizes winter heat loss. Cool roof materials and heat-reflective paint were specified for exterior wall surfaces. **By reducing energy consumption, HTH-LA uses 10 percent less energy than California's Title 24 requires, exceeding one of the nation's most stringent energy codes.**

The project consisted of two underutilized buildings—an auto and print shop and a metal shop. The two buildings were gutted, seismically strengthened, and merged into a self-contained structure through the addition of a large glass and steel common area that connects the original buildings. Designed for 325 students, the new school offers eight flexible classrooms, a prototype lab, commons/library and great room, teacher and administrator offices, and two conference rooms. New Construction consists of a library and offices to connect the two buildings.

Services Provided: Gateway Science & Engineering, Inc. acted as the Owner's Authorized Representative.

Firm Experience: Gateway Science & Engineering, Inc.

Project Team/ Client: Los Angeles Unified School District (LAUSD)

Construction Cost: $10.6M

Services: Owner's Authorized Representative

LAUSD Cahuenga Elementary School

Los Angeles, CA

Project Description: The elementary school included a 3-story classroom building with underground parking and a multi-purpose building located in the Wilshire Center/Koreatown District of central Los Angeles. The highly compact and efficient floor plan for the classroom building allowed maximization of the outdoor playground space. Integration of fundamental principles of sustainable design helped achieve an energy efficient and healthy building favorable as a demonstration site for the Collaborative for High Performance Schools (CHPS) – the School exceeds Title 24 by 30%.

High Performance Features: Storm water controls; clerestories on classroom windows; photo sensors and motion sensors integrated with all classroom electric lighting systems; recycled content acoustical ceiling tiles and wall panels; packaged rooftop gas-electric units on the 2nd and 3rd floors, including economizer cycles and premium high efficiency motors; split unit heat pump on the 1st floor with condenser on roof and fan coils at classrooms. Acoustical performance in classroom and IAQ were two critical issues of attention. Day lighting will also play a major role in illumination of classrooms and other functions. Site design measures included storm water retention and filtration on site, low water use landscaping and irrigation systems, use of trees/vegetation for shade and reduce heat island effects. Cool roofs and light colored surfaces were also included.

Services Provided: Gateway Science & Engineering, Inc. acted as the Owner's Authorized Representative

Firm Experience: Gateway Science & Engineering, Inc.

Project Team/ Client: Los Angeles Unified School District (LAUSD)

Construction Cost: $22.7M

Services: Owner's Authorized Representative

LAUSD Porter Ranch Community School

Los Angeles, CA

Project Description: The project consisted of two small learning communities for 1,047 seats that include 41 classrooms, science labs, and academy administration. School facilities shared by the small learning communities will include performing arts classrooms, a library, multi-purpose room, gymnasium, food service and lunch shelter, central administration, shaded playfields, covered walkways and surface parking. The lot size is approximately 10.8 acres with 110,121 SF built area

Services Provided: Gateway Science & Engineering, Inc. acted as the Construciton Manager At Risk.

Firm Experience: Gateway Science & Engineering, Inc.

Project Team/ Client: Los Angeles Unified School District (LAUSD)

Construction Cost: $56M

Services: CMAR

Los Angeles Mission College Culinary Arts Institute and Student Store

Los Angeles, CA

Project Description: The Culinary Arts Institute & Eagles' Landing Student Store consists of classrooms and laboratories serving the culinary arts department; campus dining facilities; and the student store. The three-story building is comprised of a partial basement level and two additional levels that include:

- Lecture classrooms with distance learning capabilities
- A prepping and cooking demonstration classroom featuring state-of-the-art kitchen equipment
- Specialty food service laboratories (butcher lab, pantry lab, baking lab, pastry lab and a multi-station kitchen lab)
- Servery
- Student, Faculty, and Executive dining rooms

The Eagles' Landing Student Store consists of approx. 9,000 square-foot of merchandising on two levels connected by an open stairwell and a convenience elevator. There is also approx. 3,000 sq. ft. of storage space and distribution space. Management offices are located on the ground floor and in the merchandise receiving area. **The project was awarded a LEED Platinum designation.**

Services Provided: Gateway Science & Engineering, Inc. was the Construction Project Manager and provided full PM/CM services with preconstruction, construction and post construction phases including project procedures, bid preparation, construction schedule review, project controls, contract administration, change order processing and negotiation, punch list coordination and inspection, acceptance and close-out documentation. Other services provided included preliminary site analyses, cash flow forecasting, value engineering, estimating, scheduling, BIM coordination and safety oversight.

Firm Experience: Gateway Science & Engineering, Inc.

Project Team/ Client: Los Angeles Community College District (LACCD)

Construction Cost: $40M

Services: Project Management / Construction Management Services

Section 5

References

Los Angeles Mission College New Campus Construction

Address: 3000 Mission College Blvd, Santa Clara, CA 95054
Reference Name: Larry Eisenberg, Former Facilities Executive, Los Angeles Community College District
Reference Email: leisenberg@ovuspartners360.com
Reference Phone: (805) 813-1760
Reference for: GSE
Services Provided: Construction Management
Contractor Name: Various GCs

Los Angeles Unified School District – Construction Management Services for Various LAUSD Campuses

Address: Various LAUSD Campuses
Reference Name: Mark Hovatter, Chief Facilities Executive (Retired)
Reference Email: markhovatter@icloud.com
Reference Phone: (213) 216-5394
Reference for: GSE
Services Provided: Construction Management
Contractor Name: Various GCs

Great Wall of Los Angeles Interpretive Green Bridge – Construction Management and Owner's Authorized Representative

Address: Los Angeles County
Reference Name: Judith Baca, Chief Executive Officer, Social and Public Art Resource Center (SPARC)
Reference Email: judy@sparcinla.org
Reference Phone: (310) 822-9560
Reference for: GSE
Services Provided: Construction Management and Owner's Authorized Representative
Contractor Name: Turner Construction

Southwest Terminals 1/0 New Construction, Los Angeles World Airport

Address: 1 World Way Los Angeles, California 90045
Reference Name: Mike Grossman, Senior Construction Manager
Reference Email: m.grossman@avairpros.com
Reference Phone: (310) 330-0988
Reference for: Morgner Technology
Services Provided: Quality Control Program, Constructability Review, Design Review
Contractor Name: Hensel Phelps

MiraCosta CCD Student Services Building

Project Address: 1831 Mission Avenue Oceanside, CA 92058
Reference Company: DLR Architecture
Reference Name: Chris Lawrence, Architect in Charge
Reference Email: clawrence@DLRgroup.comReference
Phone: (951) 682.0470
Reference for: Larry Hendricks, *Senior Personnel, Cost Estimator, Preconstruction Manager*
Services Provided: Chief Estimator providing Cost Estimating, Value Engineering through preconstruction (phase 1)
Contractor Name: Swinerton Builders

Roosevelt Theodore High School, Los Angeles Unified School District

Project Address: 2530 E. 4th Street Los Angeles, CA 90033
Reference Name: Sam Lim, Designer/AOR
Reference Email: sliim@lpadesignstudio.com
Reference Phone: (949) 261.1001
Reference for: Larry Hendricks, *Senior Personnel, Cost Estimator, Preconstruction Manager*
Services Provided: Chief Estimator providing Cost Estimating, Value Engineering through preconstruction and bidding phases
Contractor Name: Swinerton Builders

Section 6

Recent Projects

San Gabriel Valley Regional Housing Trust "Tiny Homes" Pilot Program *Baldwin Park, CA*

Project Description: The San Gabriel Valley Regional Housing Trust (SGVRHT) has developed a Non-Congregate Emergency Shelter Pilot Program (Pilot Program) to provide interim housing sites in participating member cities. The Pilot Program includes the development of various sites with 5-15 "Tiny Home" shelters per site. Currently, SGVRHT has identified sites in the Cities of Montebello and Baldwin Park for construction. Baldwin Park site "Esperanza Villa" had its grand opening on 11/20/21.

Services Provided: Gateway provided utility engineering, coordination, and permit expediting as well as constructability review for Architect, SRK's site layouts. Gateway also provided Construction Management and oversight for the installation of the "Tiny Homes." Additionally, Gateway Project Manager George Castillo provided Public Outreach services to the City of Baldwin Park by presenting the "Esperanza Villa" site plan at a Baldwin Park City Council meeting and providing detailed answers to questions from community members and stakeholders.

Firm Experience: Gateway Science & Engineering, Inc.

Project Team/ Client: San Gabriel Valley Regional Housing Trust

Project Complete: Ongoing (Site pictured completed in 2021)

Construction Cost: $200k per site (15 sites budgeted)

Services: Construction Management

Reference: Brielle Acevedo
Regional Housing Trust Administrator
San Gabriel Valley Regional Housing Trust
(818) 404-2762
bacevedo@sgvrht.org

Sycamore Canyon Upper Trail Slope Repair

Diamond Bar, CA

Project Description: As the result of heavy rains in January 2017, slope erosion occurred in Sycamore Canyon Park along an actively used trail just west of the trail head located on Diamond Bar Boulevard. Significant erosion also occurred adjacent to an LA County storm drain easement and under the existing concrete stairs which are used by both trail users and LA County Flood Control District for maintenance purposes

Gateway Science & Engineering provided Construction Management and Public Works Inspection Services for the slope failure at the Sycamore Canyon Trail. The project includes the rehabilitation construction of the existing trail system composed of removal of existing landscape and slope material and recompacted native soil with reinforcement of geogrid material, TechniSoil decomposed granite, and Nexpave decomposed granite with aluminum header, survey/staking, clearing/grubbing, timber risers, hand rails, concrete footings, concrete paving, concrete stairs with handrails, retaining walls, Keystone retaining walls, signage, landscaping, temporary erosion control, and drainage.

Services Provided: In addition to overseeing the scope of work, GSE staff coordinated all geotechnical and materials testing services on behalf of the agency, conducted all labor compliance interviews, and provided detailed daily reports to the City of Diamond Bar.

Firm Experience: Gateway Science & Engineering, Inc.

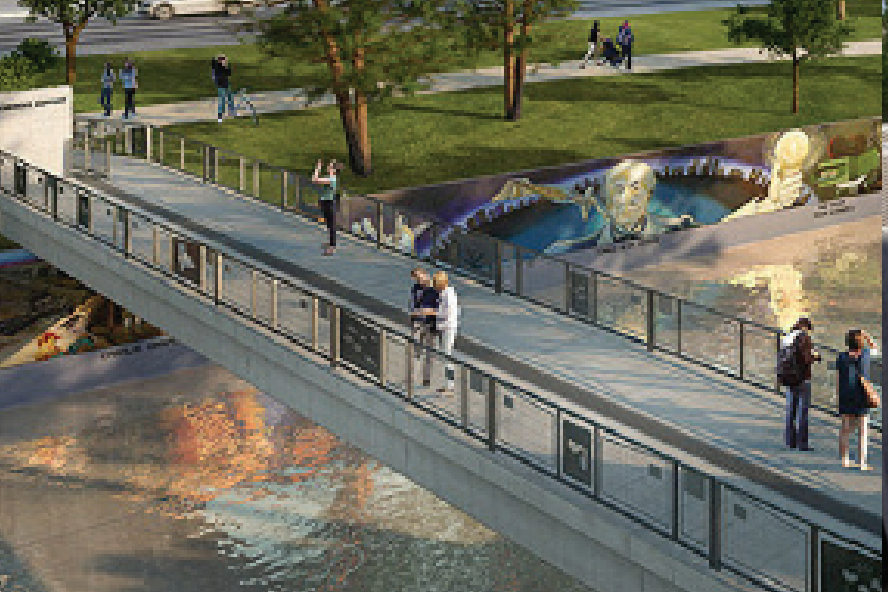
Project Team/ Client: City of Diamond Bar

Project Complete: 2019

Construction Cost: $2.7 Million

Services: Construction Management/ Inspection

Reference: Christian Malpica
Associate Engineer
City of Diamond Bar
909-839-7042
cmalpica@diamondbarca.gov



Great Wall of Los Angeles, Pedestrian Bridge/Artistic Improvements *Los Angeles, CA*

Project Description: The Great Wall of Los Angeles is a half-mile long mural that runs along Tujunga Wash. The Great Wall was designed by muralist Judy Baca and depicts the history of ethnic peoples of California from prehistoric times to the 1950. The mural is currently maintained and administered by the Social and Public Art Resource Center (SPARC).

SPARC has collaborated with wHY Architecture and Gateway Science & Engineering to complete the designs and begin construction a "Green" Pedestrian Bridge which will be solar lit and composed in part from the debris of the Los Angeles River. A site plan, elevations for the bridge, materials, budget, schedule of construction have been completed for the bridge, The new Great Wall Interpretive "Green" Bridge will replace the former bridge which crossed the Tujunga Wash Flood control Channel.

In addition, there have been various artistic improvements to the Great Wall site that were recently overseen by Gateway including the installation of 34 directional lights along the wash wall to illuminate the mural and various "Interpretive Stations" that have been installed along the park to provide additional information and context about the mural.

Gateway has provided all permitting and third party coordination between the owner (SPARC) and the various AHJs which include Los Angeles County Flood Control District, City of Los Angeles Department of Recreation and Parks, and the US Army Corps of Engineers. Gateway additionally assisted in the creation of grant application materials on behalf of SPARC which resulted in the award of nearly $5 Million in funding from the California Natural Resources Agency.

Finally, Gateway managed the bidding process for the pedestrian bridge construction. Our team was responsible for issuing a Request for Proposals for the construction of the bridge and evaluating and recommending a general contractor to SPARC. Turner Construction was awarded the contract on October 2022.

Firm Experience: Gateway Science & Engineering, Inc.

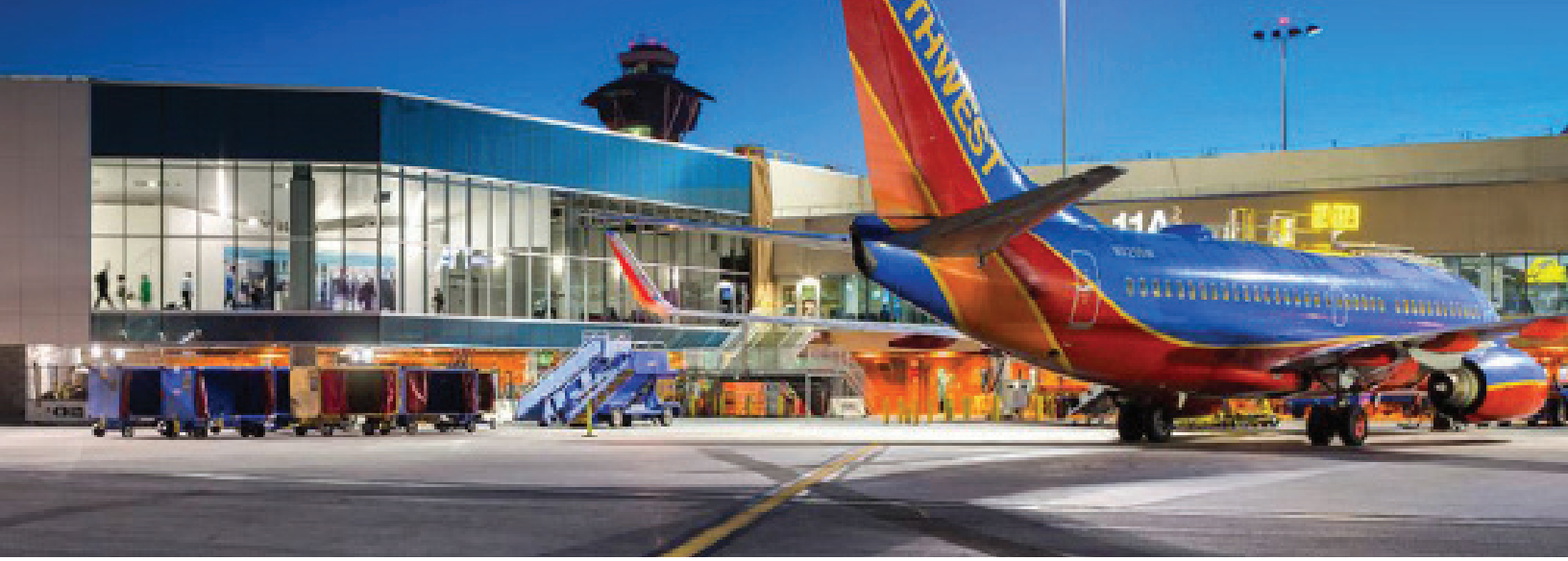
Project Team/ Client: Social and Public Art Resource Center (SPARC)

Project Complete: Ongoing (Bridge), 2023 (Artistic Improvements)

Construction Cost: $6 Million

Services: Project Management, Construction Management

Reference: Judith Baca, Chief Executive Officer
Social and Public Art Resource Center (SPARC)
judy@sparcinla.org
(310) 822-9560



LAX Southwest Terminal 1.5 Modernization

Los Angeles, CA

Project Description: The Terminal 1.5 Program is a new 225,000 sqft, four-story terminal facility located between Terminals 1 and 2 at LAX. It will support various airlines over the next 20+ years including Southwest Airlines. The facility was designed to ease traffic congestion and connection between two terminals with bus routes to the new Midfield Satellite Concourse. The facility includes new passenger processing support services including new ticketing areas and passenger/ baggage screening capabilities.

Services Provided: Morgner provided **Quality Management** and oversaw the terminal construction and apron reconstruction. Morgner was responsible for reviewing construction design/plans and specifications to make sure they conform to LAWA 2017 DCH, FAA Guidelines, and Standards developed as a result of Terminal 1 scope of work. Morgner attended pre-construction meetings, conducted periodic construction site visits; reviewed shop drawings, product data and submittals, and reviewed the contractor's proposed substitutions.

Additionally, Morgner engineers placed geotechnical instruments to monitor the ground/settlement while excavating over the top of the LA Bureau of Engineer Central Outfall Sewer (COS).

Firm Experience: Morgner

Project Team/ Client: Southwest Airlines (Owner), AvAirPros (Program Management Consultant)

Project Complete: 2021 | **Construction Cost:** $493M

Services: Quality Management Oversight, Quality Assurance Reviews and Geotechnical Instrumentation

Reference: Airport and Aviation Professionals, Inc. (AvAirPros)
Mike Grossman, Senior Construction Manager
m.grossman@avairpros.com
(310) 330.0988

LAX Southwest Terminal 1 Modernization

Los Angeles, CA

Project Description: The scope of the Project includes a **full renovation and seismic retrofitting of the LAX T1 while maintaining ongoing Southwest operations with minimal disruption to travelers and flights.** Concourse Improvements includes increasing the sqft. in the northern portion of the concourse by approx. 25 feet on each side to provide for larger holdrooms, restrooms, and open and inviting retail/ food spaces, and improved Security Screening Check Point. The expansion allows more space for future passengers, additional gates, and significant improvement of the passenger experience from the curb to the gates.

Services Provided: Morgner provided **Quality Management** of the entire project and provided quality assurance oversight of the testing and commissioning of the fueling, electrical underground, and underground utility systems. Morgner's **Quality Manage**r was **responsible for the review and redline of the plans** and **specifications** for the apron concrete replacement, underground utilities,

Firm Experience: Morgner

Project Team/ Client: Southwest Airlines (Owner), AvAirPros (Program Management Consultant)

Project Complete: 2021 | **Construction Cost:** $493M

Services: Quality Management Oversight, Quality Assurance Reviews and Geotechnical Instrumentation

Reference: Airport and Aviation Professionals, Inc. (AvAirPros)
Mike Grossman, Senior Construction Manager
m.grossman@avairpros.com
(310) 330.0988

Section 7

Technical Experience

a. Value Engineering (VE)

Our proposed team has a robust track record of implementing value engineering solutions, especially in situations where challenging projects face budget constraints post-principal design. Our team has successfully implemented design changes, modifications, and alternative construction and delivery methods to align projects with budgetary requirements while maintaining quality and performance standards.

Larry Hendrick, our Chief Estimator and proposed Preconstruction Phase Manager, brings a wealth of experience and expertise in the realm of VE. With over 55 years in the industry and a track record of successfully implementing VE strategies in the last 25 years of his career, Larry is instrumental in helping projects achieve cost efficiencies and performance optimization. His contributions in value engineering and value management have **generated savings exceeding $25 million in construction and fee costs.**

Two recent examples include:

- ***Mira Costa College - Student Services Building*** *(Design Build - DLR Architecture):* Larry helped identified cost-saving opportunities of approximately $2-2.5 million. He achieved this by proposing an innovative approach to slope repair using caissons and soil stabilization techniques to ensure a stable foundation. Additionally, Larry provided valuable options for site enhancements, including alternative vehicle access and drop-off areas, as well as alternative interior finishes and fixtures. He also explored the feasibility of constructing a new, stand-alone Central Plant as an alternative to the conventional approach of remodeling and expanding the existing plant.
- **Roosevelt High School - Complete Campus Modernization** *(Design Build - LPA Architects):* Larry provided a substantial cost savings of approximately $3-4 million through both value engineering and life-cycle cost considerations. Some of these included proposing alternatives for the building's exterior skin, and switching from curtain wall systems to storefront glazing, which proved to be a more cost-effective in both time and material. Furthermore, Larry's suggestions for extensive exterior hardscape alternatives not only enhanced the overall design but also contributed to lower maintenance costs.

We'll explore **alternative construction options for Magnolia, such as pre-fabrication** or modular construction, where applicable. For instance, we consider prefabricated modular building solutions for elements like the Gym.

Collaboration with potential Multi-Prime Subcontractors is a key part of our approach. We work closely with them to assess construction coordination and time-saving techniques that can enhances project efficiency and reduce costs.

Our team's expertise in VE not only helps projects align with budget constraints but also fosters innovative thinking and efficient solutions that enhance project value and performance. We're able to identify cost-effective alternatives while maintaining the project's quality and efficiency highlights his proficiency in VE contributions are instrumental in our commitment to delivering exceptional outcomes for our clients.

Potential VE Challenges:
A potential challenge the project faces lies in the substantial Value Engineering efforts required to achieve a budget reduction of approximately $10 million. This endeavor will necessitate significant design modifications and innovative construction approaches. During this Value Engineering phase, intensive workshops with DLR and Magnolia will be essential to ensure that our proposed alternates align with the project's goals, including design intent and owner occupancy.

It's important to acknowledge that such comprehensive changes can trigger a ripple effect, impacting DSA approvals, construction timelines, and occupancy plans. Despite these challenges, our team is fully prepared to collaboratively address them and work closely with all stakeholders to attain the desired project outcome.

b. Schedule Management

Our team has extensive experience in schedule management, emphasizing critical path analysis and meticulous milestone tracking. Our proposed **Sr. Scheduler, Kim Romero,** brings **24** years of construction scheduling and project controls experience to the team. He has produced construction schedules for more than **15 projects** across **5 school districts.** He's familiar producing these schedules for all types of

delivery methods including CM, CMMP, CMR, Design Build, Lease-Leasebacks and Genercal Contracting. We have a proven record of ensuring projects adhere to established timelines, meet deadlines, and adapt to changes efficiently to keep projects on track.

Kim is highly proficient in industry-standard scheduling software like Primavera P6 and Microsoft Project and is skilled in critical path analysis, resource management, and baseline scheduling, ensuring that project timelines are realistic and compliant with contract requirements.

Additionally, our team's experience include:

- **Progress tracking and reporting:** Allowing us to monitor deviations and keep stakeholders informed
- **Schedule compression techniques** and **change managemen**t: Enabling us to respond to unexpected delays or modifications effectively
- **Construction phasing/sequencing and methodologies**: Developing schedules that reflect the logical order of activities
- **Risk Management**: Integrating risk management and contingency planning into schedules to address potential challenges

Potential Scheduling Challenges:
Scheduling will be a critical aspect that demands close collaboration. Given the time required for alternative designs through Value Engineering (VE), obtaining approvals, and submitting for final DSA approval, meeting the 20-24 month preconstruction/construction schedule could pose challenges.

However, our extensive experience in managing complex projects, especially in the education sector, positions us to tackle such unique challenges effectively. Our approach prioritizes transparent communication and seamless collaboration with the entire project team, ensuring that we remain aligned with project objectives.

Drawing on our construction expertise, we will proactively make recommendations to facilitate progress while awaiting DSA approval for the new design. This may involve strategies such as releasing early bid packages for demolition and earthwork, mobilizing the project team efficiently, and preparing draft bid packages, all with the hope that DSA approves the design changes resulting from the VE team's efforts. Our aim is to maintain project momentum even in the face of scheduling complexities.

c. Pre-Construction Phase Management

Our team's experience underscores the significance of pre-construction activities in setting the stage for a successful construction project. **Roza Guerich, CCM, QCM**, brings a wealth of expertise as our Preconstruction Manager, overseeing all precon activities and managing the bid phases, from preparing bid packages to qualifying and awarding prime contracts. Roza's prior role as the Preconstruction Manager at LAUSD and LACCD uniquely positions her to deliver these services effectively.

The preconstruction phase will also include **Value Engineering, Cost Estimating and Scheduling,** which are addressed under its own subheading. This subsection will cover the following experiences relevant to the Magnolia site:

Site Investigations:
Our past projects have involved site investigations, ensuring alignment between actual site conditions and design documents. This scrutiny extends to identifying existing utilities, hazardous materials, and structures, all critical elements managed in our contracts. The degree of field testing and building condition evaluations aligns with the potential for related change orders.

Preconstruction Estimates:
Our Pre-construction Estimating Team brings decades of experience in estimating and bidding for a wide range of educational facility construction projects across California. Our extensive cost estimating database is a product of **55 years of experience,** encompassing both current and historical data from past and recent projects, as well as insights from local subcontractors and vendors.

One of our key strengths lies in our ability to continually update and refresh our cost data by incorporating information from recent bid results and feedback from the local construction market. What sets us apart is the hands-on experience of our **Chief Estimator, Larry Hendrick,** who not only estimates projects but has also actively bid on projects, gaining firsthand knowledge of actual cost data.

Larry Hendrick's real-time bidding and cost management experience enable him to excel in value engineering and cost analysis. He thoroughly assesses project plans, specifications, components, and features, offering efficient and cost-effective alternatives to help maintain the project within budget.

Our Estimating Team specializes in estimating for Construction Management, Construction Management at Risk, Construction Management Multi-Prime, and

Design Build projects. These projects often involve incremental development of plans and specifications over time.

As part of our comprehensive service, we'll conduct a detailed estimate of the proposed design and cross-references it with the estimate provided by HLCM, Inc. to ensure accuracy in the project's cost estimation. We will maintain a Trending Log to track any fluctuations in the project's construction cost, identifying components suitable for value engineering or exploring various variables and options to optimize project value.

For MEP (Mechanical, Electrical, and Plumbing) systems, our team will collaborate with experienced MEP estimating consultants to not only provide real-time pricing for the project but also suggest alternatives for materials, products, and design value management to align the design with budgetary constraints. Additionally, we will offer life cycle analysis and cost assessments to aid in capital planning for deferred maintenance costs.

To streamline the construction process and mitigate potential cost escalation due to inflation, our team will identify long lead items, equipment, or materials that can be pre-purchased and stored in bonded warehousing until needed on-site.

We'll explore alternative construction options, such as pre-fabrication or modular construction, where applicable. For instance, we consider prefabricated modular building solutions for elements like the Gym.

Collaboration with potential Multi-Prime Subcontractors is a key part of our approach. We work closely with them to assess construction coordination and time-saving techniques that can enhance project efficiency and reduce costs.

Our Estimating Team compiles a qualified bidders list and extends bid invitations for multi-Prime delivery format projects, ensuring the inclusion of all qualified local contractors relevant to the project. We also prepare detailed scopes of work to ensure all necessary aspects are covered in Sub-contractor and General Contractor pricing.

During the construction phase, we continue to play a vital role by reviewing and verifying potential change orders to ensure their accuracy and alignment with the project's best interests.

Bidding/Proposal Packages:
We have the confidence to streamline the number of prime bid packages from **27/26** to approximately **18-20** by bundling similar services and conducting thorough reviews of each package against the contract documents and general conditions. Our experts have a proven system/process that will ensure there are no gaps or overlaps. We are fully aware of the scrutiny faced by public buildings regarding schedule compliance, and we understand the critical need to minimize re-bidding, particularly during periods of construction cost escalation. Our team's extensive experience in public agency and state-funded project bidding has provided us with a profound understanding of the importance of awarding work after the initial bidding phase.

Prequalification of Contractors:
We have mastered the demanding process of pre-screening and prequalifying contractors and major subcontractors, following the constraints of the public contract code. We understand the tasks required and the associated scheduling, all crucial steps that must be completed before the bid phase. Our approach ensures that Magnolia works with competent, qualified, and experienced contractors and vendors while proactively supporting disadvantaged and minority contractors to meet participation goals.

Bid and Award:
Active marketing has been a pivotal tool in significantly increasing the number and competitiveness of construction bids in our previous projects. We'll use the district's procurement platform and any online bidding sites like *Dodge* or *BidConnect* to help advertise the project and attract qualified bidders. We'll also reach out to our subcontracting community including major players in the Los Angeles area, to yield the best results. We will work alongside Magnolia Public Schools and the DLR Group, to facilitate pre-bid conferences, offering a forum to convey all project parameters to bidders comprehensively.

Bid Opening and Evaluation: Roza and Larry will evaluate all bids for completeness, responsiveness, and price, including alternative prices and unit prices. Scrutiny extends to assessing bidders' bonding and insurance capabilities, as well as the qualifications of the apparent low bidder. We provide formal written recommendations for contract award, supporting Magnolia Public Schools in the decision-making process.

Construction Management

As the project proceeds to the construction phase, our focus shifts to being on-site, administering and managing the construction contracts, looking ahead to identify and resolve problems early, and pinpointing opportunities for saving money or improving the project. Project Manager George Castillo will manage the flow of communications and work to see that all parties are kept informed. The Project Manager will provide the owner with clear, well- researched recommendations for action.

Submittal Procedures
With the participation and approval of Magnolia Public Schools and the A/E, the assigned Project Manager will establish and implement procedures for submittals, change orders, payment requests, and other procedures and maintain logs, files and other necessary documentation consistent with established policies and procedures. The GSE team will be the party through which change orders, payment requests, submittals, and information is processed.

Jobsite Meetings
Project Manager George Castillo will conduct weekly jobsite progress meetings and will record, transcribe, and distribute minutes with action items and due dates to all attendees, Magnolia Public Schools, the A/E, and all other appropriate parties.

Coordination of Inspections and Testing
Project Manager George Castillo will coordinate the special inspection and testing provided by third parties designated by Magnolia Public Schools. All inspection reports will be in a format approved by the owner and will be received and logged by the Gateway team on a daily basis.

Construction Observation and Nonconforming Work
The Gateway team will observe the progress of the work and advise Magnolia Public Schools of any deviations, defects or deficiencies observed in the work. Our observation duties shall include reasonable diligence to discover work that is not in compliance with the contract documents. Our team will, in conjunction with the A/E, make recommendations for corrective action on observed non-conforming work. The Gateway team will make recommendations in instances where we observes work that, in our opinion, is defective or not in conformance with contract documents.

Exercise of Contract Prerogatives
When appropriate, Project Manager George Castillo and/or other designated GSE team personnel shall advise and make recommendations to Magnolia Public Schools for exercising your contract prerogatives, such as giving the Contractor notice to accelerate the progress when the schedule goals are in jeopardy due to Contractor failings, withholding payment for cause, and other prerogatives when required in an effort to achieve contract compliance.

Construction Progress Review & Monthly Updates
Assigned staff review the progress of construction with the Contractors, observe work in place and properly stored materials on a monthly basis and evaluate the percentage complete of each construction activity as indicated in the construction schedule. This will serve as data for input to the monthly update report which will be prepared and distributed to all appropriate parties. This report will reflect the Contractor's contractual progress, will be the basis for the monthly progress payment to the Contractors and will indicate to Magnolia Public Schools when notices to the Contractors are appropriate for acceleration of the work and Magnolia's prerogatives. The designated PM will prepare and distribute monthly construction progress updates in a format approved by Magnolia Public Schools.

Monthly Contractor Payment and Reports
Project Manager George Castillo will review and make recommendations pertaining to monthly payment to each Contractor. This activity will be an integral part of the monthly progress report updates. However, if it should later be found that a Contractor has failed to comply with the provisions of its contract in any way or detail, such failures and subsequent compliance will be the sole responsibility of the Contractor.

In addition, we will evaluate and distribute the monthly construction payment reports which will be an integral function of the monthly schedule report. This report will reflect the total construction contract price, Contractor's payment to date, current payment requested, retainage and actual amounts owed for the current period. The final portion of this report will be a certificate of payment which will be executed by our team, the architect and the Contractor and transmitted to Magnolia Public Schools for use in payment to the Contractor.

Change Orders
The GSE team will establish and implement a change order processing system consistent with Magnolia Public Schools policies and procedures. Our team will evaluate the Contractor's proposed change order cost and will make a formal recommendation regarding acceptance of the proposed change order. In the event of major scope changes during the construction phase, we shall prepare an estimate for this change in

scope in a cost model format. All client driven requests for proposals will first be set forth in a letter by the A/E outlining in detail the change and accompanied by technical drawings and specifications, if necessary. The request for proposal will be transmitted to the Contractor by the Gateway team member and a detailed breakdown of cost and time extension requested will be returned to us from the Contractor for evaluation. We will then negotiate change order costs and time extensions on behalf of Magnolia Public Schools when appropriate. The Gateway team member will advise Magnolia Public Schools of acceptability of price and time extension prior to the execution of any change order.

Commissioning Activities and Training
The GSE team shall manage any Commissioning consultant, including coordination and scheduling of all final testing of equipment and ensure the Contractor's obligation in providing the proper testing is fulfilled. We will coordinate and schedule training sessions for maintenance and operations personnel and ensure that the Contractors' obligation in training is fulfilled.
Substantial Completion

In conjunction with the A/E, Project Manager George Castillo will make a determination of the remaining work necessary for substantial completion and notify the Contractor of any deficiencies. When incomplete work or defective work has been remedied, we shall advise Magnolia Public Schools and put the Contractor on notice. In addition, our team will work with jurisdictional authorities to obtain required documentation permitting occupancy.

Occupancy and Move-In Coordination
Upon request, the GSE team will prepare an occupancy plan which will include a schedule indicating critical interfaces for relocation of furniture, equipment, new furniture and equipment, and relocation of personnel as needed. This schedule will be distributed to the moving Contractors, the affected departments and other appropriate parties. If desired, we will prepare requests for proposals, solicit quotes, prepare contracts, obtain execution of contracts, conduct pre-moving conferences and administer the contract for moving activities in conjunction with move-in for the projects. Additionally, if requested, our team will provide onsite personnel to oversee the relocation of all furniture, equipment, and other articles by the movers while actual move-in is in progress.

Closeout Activities
The GSE team will be the recipient of all written material such as operations and maintenance manuals, warranties and guarantees for all equipment installed in the project. We will perform coordination and expediting functions in connection with the Contractor's obligation to provide as-built documents.

Final Completion
At the conclusion of correcting of all punch list items, Project Manager George Castillo and the architect will make a final comprehensive review of the project(s), make a report to Magnolia Public Schools which will indicate whether both find the work performed acceptable under the contract documents and relevant project data and make recommendations as to final payment to the Contractor.

Warranty Work
Warranty work is that work done by the construction Contractor, suppliers or manufacturers who furnished or installed equipment, or provided material required by a specific contract, and which has been accepted or taken possession of by the owner. The period of guarantee will be specified in the contract documents, generally a year in length, except for those warranties that manufacturers give for their equipment and supplies which are normally greater than a year.
The GSE team will initiate a system that identifies warranty items that are expressed or implied from Contractor, manufacturer or supplier for work performed and furnished under contract. This system shall also include the length of the warranty periods, names and addresses of contact personnel, any operational and maintenance requirements necessary to preclude the invalidation of a specific warranty, and operational and maintenance manuals furnished by the Contractor, manufacturer or supplier. This information will be distributed and coordinated with Magnolia Public Schools and their operational and maintenance personnel during the closeout phase of the project. Our team will also assist Magnolia Public Schools in establishing procedures to ensure proper operational and maintenance requirements are performed to preclude invalidation of warranties.

Claims Management
Claims avoidance has the highest priority within the GSE team, and we are proud of our record of performance. Honest parties can have reasonable, justifiable disagreements over construction issues and still resolve these matters by maintaining a professional demeanor. We believes that disputes should be resolved at the earliest possible time and they should be resolved fairly. When disputes arise, our approach is to research the facts thoroughly, bring all parties involved to the table, discuss the matter and reach a fair and equitable resolution.

e. Budget Management

Budget management is a part of our project management approach, and our extensive experience in this area has consistently yielded successful outcomes for our clients. We understand that effective budget management is essential to keeping projects on track, delivering quality results, and ensuring client satisfaction.

Over the years, our firm has managed budgets for a diverse range of construction, engineering, and design projects, with a particular focus on educational facilities, public buildings, and commercial spaces. Our track record of success in budget management are attributed to several key principles and practices:

- Thorough Cost Estimation
- Value Engineering
- Continuous Monitoring
- Transparent Reporting
- Risk Mitigation
- Client Collaboration

By combining meticulous cost estimation, VE, continuous monitoring, transparent reporting, risk mitigation, and client collaboration, we ensure that budgets are well-managed, resources are efficiently utilized, and projects are completed successfully.

f. Construction Phasing

Our firm has a wealth of experience in construction phasing, particularly in the context of multi-prime contracts, where efficiency and precise planning are paramount. We understand that proper construction phasing can significantly impact a project's timeline, cost, and overall success. Our approach to construction phasing is characterized by strategic planning, early package release, and meticulous coordination.

- **Strategic Planning:** We work closely with our clients to define project goals, timelines, and critical milestones. By understanding the unique requirements and constraints of the project, we develop a customized construction phasing plan that optimizes scheduling and resource allocation.
- **Early Bid Package Release:** This practice accelerates the construction process by allowing critical components of the project to begin before the entire design is finalized. This can include early work packages such as demolition, earthwork, or foundation construction. Early package release not only saves time but can also provide flexibility in case design changes are needed.
- **Precise Coordination:** Effective construction phasing requires precise coordination among all project stakeholders, including subcontractors, suppliers, and regulatory authorities. Our team excels in facilitating this coordination, ensuring that each phase of the project aligns with the overall timeline and objectives. We maintain open lines of communication, conduct regular meetings, and proactively address any issues that may arise during construction.
- **Risk Mitigation:** We recognize that construction phasing can introduce complexities and potential risks. Our experience allows us to identify and mitigate these risks effectively. We develop contingency plans and alternative strategies to address unexpected challenges, ensuring that the project remains on track.
- **Cost Control:** Our construction phasing strategies also take cost control into account. By carefully planning the sequence of work and resource allocation, we can optimize budget utilization. This includes analyzing which portions of the project can be started early to take advantage of cost-saving opportunities.
- **Compliance and Quality Assurance**: Throughout the construction phasing process, we uphold the highest standards of compliance and quality assurance. We ensure that all work performed adheres to regulatory requirements, industry standards, and the project's specifications.
- **Client Involvement:** Collaboration with our clients is a fundamental aspect of our construction phasing approach. We keep our clients informed at every stage, seeking their input and approval as needed.

g. Information Technology

The GSE team has an in-house Information Technology team that is specialized in responding to and addressing the needs of on-site Construction Managers and Project Personnel. Our IT team is experienced in quickly deploying any and all necessary hardware and software required for the project. This work typically will include:

- Creation of centralized storage for all project documents and files
- Deployment of all necessary hardware including laptops, tablets, and networking equipment
- Installation and support of all project software including Primavera, Procore and any required BIM and Document Control software

As-needed support to project staff

In addition, upon request of Magnolia Public Schools, our IT team can work with Magnolia staff to coordinate any moves, adds and changes to minimize the impact of active construction on the staff of Magnolia Public Schools.

h. Experience with Agencies

Members of the GSE team have extensive experience in Third-Party Coordination, which includes various state, county, and local agencies. We have performed extensive work within the City of Los Angeles and have relationships with many of the departments within the city including the Department of Building and Safety, Department of Transportation, Department of Water and Power, Bureau of Engineering as well as both the Fire and Police Department. Project Manager George Castillo is a former employee of the City of Los Angeles and maintains excellent relationships with many department executives. Our team aims to leverage our existing relationships with the City of Los Angeles to efficiently achieve any tasks required by the MSA 5 project.

We will immediately tackle third-party utility installations requirements and coordinating inspections from the moment we are brought onboard. To mitigate and avoid any delays, we will immediately assess the utilities and permits on the project. We will set critical milestones to address and resolve all potential utility/permit issues by maintaining a specific Utility and Permits Issues Log and aggressively pursuing the resolution of each item. The GSE team will also incorporate such critical milestones into the project's Master Schedule to ensure critical-path utility/permit issues are at the forefront of each month's schedule update. A permit matrix will be developed, in conjunction with the city, identifying all permits, permit requirements, and process for tracking and reporting permit modifications. Similarly, all utility owners will be identified to be included in preconstruction and construction coordination meetings.

i. Constructability Review

Our firm brings a wealth of experience in constructability review to every project we undertake. This critical process ensures that the design and construction plans are not only feasible but also optimized for efficiency, cost-effectiveness, and quality. What sets us apart is our dedicated team of experts, including Roza Guerich, CCM, CQM, who adds a unique dimension to our constructability review process.

Roza Guerich, with her background as a Quality Engineer, plays a pivotal role in our constructability review efforts. Her expertise in quality management enhances our ability to scrutinize project plans and specifications from a quality assurance perspective. This means that not only do we evaluate designs for constructability, but we also ensure that the end result will meet the highest standards of quality and durability.

Through our constructability review process, we identify potential challenges early in the project lifecycle, offering practical solutions that minimize disruptions and delays. This proactive approach not only helps keep projects on track but also ensures that they are delivered within budget and to the highest quality standards.

Our team's experience in constructability review extends to working closely with designers and architects, fostering collaboration that leads to more efficient and effective designs. We believe that the synergy between design and construction is paramount to a project's success, and our constructability review process facilitates this synergy.

Our firm's constructability review expertise, combined with Roza Guerich's background as a Quality Engineer, provides a comprehensive and multifaceted approach to project optimization. We are committed to delivering constructability reviews that not only identify potential issues but also elevate the overall quality of the final product, ensuring that our clients' projects are a resounding success.

j. Estimating Services

Our Chief Estimator, Larry Hendricks, is the cornerstone of our estimating services, bringing an unparalleled wealth of experience to the table. With over 55 years of dedicated service in the field, Larry is a true industry veteran. His remarkable career includes overseeing more than **$19 billion in cost estimates for over 45 renovation and new construction school projects, encompassing 17 different school districts across California.**

Larry's commitment to excellence has been recognized with the prestigious Lifetime Certified Professional Estimator designation, an honor granted by the American Society of Professional Estimators. Achieving this status requires surpassing 25 years as a Certified Professional Estimator, underlining Larry's enduring expertise and dedication to his craft.

Larry and our estimating team are a well-rounded group of professionals with extensive experience covering all facets of the construction industry. This includes expertise in Mechanical, Electrical, and Plumbing (MEP) systems, as well as major prime categories such as concrete, grading, landscape, and more.

To be a proficient estimator in today's dynamic construction landscape, one must possess a deep understanding of industry trends and evolving

technologies. Our team keeps a keen eye on emerging trends, market conditions, and innovative construction methodologies to ensure that our estimates are not only accurate but also aligned with the latest industry developments.

In addition to their knowledge of traditional construction practices, our estimators are well-versed in sustainable and environmentally conscious construction methods, reflecting the growing emphasis on eco-friendly building solutions. This includes a comprehensive understanding of green building materials, energy-efficient systems, and environmentally responsible construction practices.

Furthermore, our team stays up-to-date with regulatory changes and compliance requirements, especially in California where construction regulations can vary significantly from other regions. This knowledge ensures that our estimates are not only financially sound but also legally compliant, reducing potential risks for our clients.

In the rapidly evolving world of construction technology, our estimators are well-informed about the latest software and tools that streamline the estimating process, enhance accuracy, and improve project management. This knowledge empowers us to provide estimates that are not only precise but also efficient in terms of time and resources.

Section 8

Working with Magnolia and Other Consultants/Agents

Working Together for Success

Our approach to working with Magnolia and other consultants is founded on the principles of teamwork, clear communication, and efficient project management. By implementing the following strategies, we aim to strengthen our working relationships and ensure the smooth progression of the project:

Team Work

To strengthen working relationships among the project team, we will implement the following tactics:

- **Regular Meetings:** We will schedule regular project meetings involving all stakeholders, including architects, engineers, contractors, and Magnolia staff, to facilitate communication and collaboration.
- **Clear Communication Channels:** Establishing clear communication channels, such as a centralized project management system, will ensure that information flows smoothly between team members.
- **Collaborative Tools:** Utilize collaborative software and tools for document sharing, project tracking, and real-time updates to enhance transparency and coordination.
- **Conflict Resolution Protocol:** Develop a conflict resolution protocol to address any disagreements promptly, ensuring that they do not disrupt project progress.

Assisting in Public Contract Compliance

We will assist architect and engineering firms in public contract compliance by:

- **Budget Monitoring:** Regularly monitoring the project budget to ensure adherence to the allocated funds and proposing cost-saving measures when necessary.
- **Schedule Adherence:** Tracking project timelines and milestones to guarantee that schedules are met, and proposing adjustments if delays occur.
- **Quality Control:** Implementing quality control measures to ensure that project deliverables meet the required standards and specifications.
- **Reporting and Documentation:** Providing comprehensive documentation of compliance with public contracts, including financial reports, schedule updates, and compliance certificates.

Suggesting Value Engineering and Alternative Design

We understand that VE is a critical process to identify cost-saving opportunities while maintaining or improving the project's quality and functionality. To ensure the success of this collaborative effort with the AOR and Magnolia, we will:

- **Initiate Early VE Workshops:** We will conduct early VE workshops in collaboration with the AOR and other relevant stakeholders. These workshops will serve as platforms for brainstorming innovative ideas to enhance project value.
- **Evaluate Design Suggested Changes:** Our experts will carefully assess design suggested changes from the AOR. We will analyze these proposals in terms of their impact on cost, schedule, and overall project goals.
- **Cost Changes Analysis:** Whenever design suggested changes are proposed, we will provide comprehensive cost analysis. This analysis will include estimates of the potential cost savings or increases resulting from these modifications.
- **Value-Driven Decision-Making**: During VE workshops and discussions with the AOR, we will adopt a value-driven approach. This approach prioritizes value over cost reduction alone, ensuring that changes align with Magnolia's objectives.

Collaboration with the AOR

Our partnership with the AOR is pivotal to achieving the desired project outcomes. To facilitate this collaboration, we will:

- **Open Communication Channels:** We will maintain open and transparent communication channels with the AOR, allowing for the seamless exchange of design suggestions and cost-related information.
- **Design Integration:** We will work closely with the AOR to integrate design suggestions effectively into the project scope. This integration will prioritize maintaining or enhancing project quality and functionality.
- **Cost-Effective Solutions:** Our team will explore cost-effective solutions for design changes, ensuring that any adjustments align with Magnolia's budgetary constraints.

Construction Phasing
We will plan construction phasing to coincide with facility needs by:

- **Collaborative Planning**: Working closely with Magnolia staff to understand the specific facility needs and aligning construction phases accordingly.
- **Flexible Scheduling:** Developing flexible construction schedules that allow for adjustments based on evolving facility requirements.
- **Regular Assessments:** Conducting regular assessments of facility needs and making phased construction decisions in consultation with Magnolia to meet those needs effectively.

Handling Changes
We will manage changes during any project phase by:

- **Change Control Process:** Implementing a well-defined change control process that includes documentation, impact assessment, and approval protocols.
- **Communication:** Maintaining open communication with all stakeholders to ensure everyone is informed about changes and their implications.
- **Mitigation Strategies**: Developing strategies to mitigate the impact of changes on budgets, schedules, and project objectives.

Claims Response and Dispute Resolution
Our approach to claims response and dispute resolution includes:

- **Proactive Risk Assessment:** Identifying potential issues early in the project to prevent disputes and claims.
- **Mediation and Negotiation:** Engaging in mediation or negotiation, where appropriate, to resolve disputes amicably.
- **Arbitration or Litigation:** If necessary, we will participate in arbitration or litigation while providing strategic advice and support to Magnolia's legal team.

Public Works Bidding
We will manage and coordinate the public works bidding process by:

- **Prequalification:** Assisting in the prequalification of contractors and subcontractors to ensure they meet the project's requirements.
- **Bid Packaging:** Coordinating the bid packaging process to ensure clarity and competitiveness.
- **Evaluation:** Participating in the evaluation of bids, including cost analysis and compliance with regulatory requirements.

Interfacing with Governmental Agencies
We will interface with multiple state-level and governmental agencies and departments by:

- **Compliance Expertise:** Leveraging our knowledge of regulatory requirements to ensure all necessary approvals and permits are obtained.
- **Timely Communication:** Maintaining regular communication with relevant agencies to expedite approvals and resolve any issues promptly.
- **Documentation:** Keeping meticulous records of interactions with governmental bodies to demonstrate compliance and facilitate audits or reviews.

Our goal is to establish a collaborative, transparent, and well-organized project environment that minimizes risks, ensures compliance, and facilitates successful project completion.

Section 9

Design and Project Controls Management

Our firm has a proactive approach in developing and monitoring precise project design and construction schedules, financial budgets, and cost estimates. Our methods are rooted in a philosophy of cost control and efficiency.

1. **Initial Planning and Estimation:** We begin by thoroughly assessing project requirements and objectives. Our team collaborates closely with stakeholders to define project scope, identify potential risks, and establish realistic budgets and schedules. We rely on historical data, market analysis, and industry benchmarks to ensure accurate cost estimates.

2. **Detailed Scheduling:** We create comprehensive project schedules that outline critical milestones, tasks, and dependencies. These schedules are continuously updated and monitored throughout the project's lifecycle to track progress and identify any delays or deviations.

3. **Cost Control:** Our philosophy centers on proactive cost control. We implement stringent financial management procedures to closely monitor project expenditures against the budget. Regular financial reports are generated to keep all stakeholders informed and to address any discrepancies promptly.

4. **Change Order Management:** We recognize that changes can occur during both the design and construction phases. Our approach to change order management involves a thorough evaluation of the impact on project cost and schedule. We work closely with clients and contractors to negotiate fair and reasonable change orders, always with a focus on minimizing disruptions.

5. **Claims Dispute Resolution:** In the event of construction claims or disputes, our firm employs a proactive approach to dispute resolution. We prioritize open communication and negotiation to resolve issues swiftly and amicably. Our goal is to minimize disruptions and maintain project momentum while addressing any disagreements.

6. **Our firm's commitment to precise planning, ongoing monitoring, and transparent communication ensures that projects stay on track, within budget, and aligned with client expectations.** Our proactive approach to cost control and change management minimizes disruptions and maximizes the likelihood of successful project outcomes.

Certificate of Insurance

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 12/12/2022

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

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

PRODUCER Cornerstone Specialty Insurance Services, Inc. 14252 Culver Drive, A299 Irvine CA 92604	**CONTACT NAME:** Tina Cowie **PHONE (A/C, No, Ext):** (714) 731-7700 **FAX (A/C, No):** (714) 731-7750 **E-MAIL ADDRESS:** tina@cornerstonespecialty.com
INSURED GATEWAY SCIENCE AND ENGINEERING, INC. 300 North Lake Avenue 12th Floor Pasadena CA 91101	**INSURER(S) AFFORDING COVERAGE** — **NAIC #** **INSURER A :** RLI Insurance Company — 13056 **INSURER B :** Great American Insurance — 16691 **INSURER C :** **INSURER D :** **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** 22/23 COVERAGES **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR [X] ADDT'L INSURED / P & NC [X] BLNKT WVR OF SUBRO GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [ ] LOC [ ] OTHER:			PSB0008606	12/09/2022	12/09/2023	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG 	$ 2,000,000 $ 1,000,000 $ 10,000 $ INCLUDED $ 4,000,000 $ 4,000,000 $
A	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY [ ]			PSA0002819	12/09/2022	12/09/2023	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) Uninsured motorist	$ 1,000,000 $ $ $ $ 1,000,000
A	[ ] UMBRELLA LIAB [X] OCCUR [X] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $			PSE0004265	12/09/2022	12/09/2023	EACH OCCURRENCE AGGREGATE 	$ 1,000,000 $ 1,000,000 $
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N: Y If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		PSW0004784	12/09/2022	12/09/2023	[X] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
B	Professional Liability Claims Made			DPPE438619	12/09/2022	12/09/2023	Each Claim Annual Aggregate	$3,000,000 $5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Certificate Holder is Additional Insured for General Liability but only if required by written contract with the Named Insured prior to an occurrence and as per attached endorsement. Coverage is subject to all policy terms and conditions. *30 days notice of cancellation, except for 10 days notice for non-payment of premium. For Professional Liability coverage, the aggregate limit is the total insurance available for all covered claims reported within the policy period.

CERTIFICATE HOLDER

FOR PROPOSAL PURPOSES ONLY
CONTACT CORNERSTONE SPECIALTY
TO VERIFY COVERAGE IN FORCE

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Tina Cowie

Section 11

Litigation and Bankrupcy

Gateway Science & Engineering, Inc. asserts that it has had no construction related litigation within the past five years nor has it filed for protection under the United States bankruptcy code within the last seven years.

Section 12

Budgetary Estimate for Fees

A. Hourly Rates

Gateway Science & Engineering
2023 Billing Rates

Description	*Rate*
Senior Project/Technical Advisor – George Johnson	$280
Principal-in-Charge/OAR – George Castillo	$220
MEP Cost Estimator/Planner - As Needed	$250
Pre-construction Manager	$170
Project Superintendent	$148
Chief Estimator	$180
Quality Assurance/Quality Control Engineer	$170
Senior Scheduler – Kim Romero	$165
Site Safety - Ed Aschoff	$125
Project/Office Engineer – PT	$100
3rd Party/Agency Coordination – As Needed	$190
Document Control Manager – As Needed	$110
Information Technology Support – As Needed	$95
Administrative Assistant – As Needed	$75
Engineering Aide/Student Intern	$50

B. Loaded Fee Schedule

Fee Proposal for Pre Construction and Construction Management Services Magnolia Science Academy 5 for Charter School State Funded Middle & High School New Construction Project
Magnolia Public Schools

Description:
This cost proposal includes the fees for pre-construction and construction management services for the Magnolia Science Academy 5's Middle and High School New Construction Project, in accordance with the current plans and specifications. While our fee structure is based on the CM Multi-prime delivery method, we are fully adaptable and prepared to modify our approach to best align with the project's evolving needs and desired outcomes.

Our cost proposal takes into careful consideration our expertise in Value Engineering, Design Review, and Estimating for both the current design and alternative construction methods. Additionally, we offer comprehensive Bid Packaging services during the Pre-Construction Phase to establish the desired project budget.

The outlined fees are segmented into phases, accounting for the estimated schedule and consideration of reimbursable expenses. It's important to note that CM fees may be subject to adjustment or reduction, especially if the final preferred approach involves utilizing a modular or prefabricated construction design.

1. **We propose to provide the following construction management services for the project:** *Preconstruction and Bidding PhaseConstruction Management Phase Close Out, Post-Construction Phase: "As Needed" Owner and Contractor Follow Up with items or issues that come up during a 1 year period.*

2. **Fee Estimate:** The total fee for our construction management services is **two million, fifty-nine thousand, three hundred dollars ($2,059,300.00)**, broken down as follows:

Description	Value
Preconstruction Phase	$304,000
Construction Phase	$1,493,000
Close Out, Occupancy and Warranty	$262,300
Post-Construction	*As-Need, Hourly basis*
Total CMMP Fee	**$2,059,300**

3. **Reimbursable Expenses:** We anticipate incurring certain reimbursable expenses related to the project. These expenses are not included in the fee estimate and will be billed separately. The estimated reimbursable expenses are as follows:

Description	Unit (months)	Cost	Subtotal
Computer Equipment:	1	$12,000.00	$ 12,000.00
Office Furniture	1	$10000	$ 10,000.00
Copier/scanner Rental	24	$500	$ 12,000.00
Trailer Rental (24 months)	*24*	*$1250*	$ 30,000.00
Temporary Utilities	24	$250	$ 6,000.00
Cleaning, Supplies, etc.	24	$800	$ 19,200.00
Office Supplies	20	$500	$ 10,000.00
IT/Communication	23	$850	$ 19,550.00
Misc.	1	$4,500.00	$ 4,500.00
Mileage Expense:**			Per IRS Guidelines
Printing and Productions			At Cost
Postage and Courier Services			At Cost
Est. Total Reimbursables			**$123,250.00**

B. Loaded Fee Schedule *(Continued)*

4. The following are Excluded from CM Fees:
    a. DSA and Specialty Inspections
    b. DSA Trailer
    c. Permits and Regulatory Fees
    d. Traffic Control
    e. Third-party fees such as Bid Advertising Costs, website hosting, etc.
    f. Fencing (by others)
    g. Los Angeles Business Tax on Gross Revenues
    h. Security Guards, Security Cameras
    i. SWPPP (by others)
    j. IT Services and Staff (As-Needed)
    k. Consulting Fees Outside of CMMP Services

5. **Terms and Conditions:**All terms and conditions related to this fee proposal and the provision of construction management services are subject to the terms outlined in our formal agreement.

Section 13

Response to Addendum #1

The following section has been included at the request of Addendum #1, issued September 14th, 2023 and will highlight (2) case studies that detail the GSE team's approach to the reduction of hard costs and the successful transition to modular/prefabricated construction

VALUE ENGINEERING CASE STUDY

Achieving Cost Savings through Value Engineering

The Metropolitan Water District of Southern California initiated a project involving the construction of employee villages at pumping stations in the California Desert, spanning from Indio, CA to Parker, AZ. The project aimed to provide essential housing and amenities for its workforce. It consisted of four separate villages, each featuring 2,000 square foot, 3-bedroom housing units, a 3,800 square foot clubhouse, a 4,308 square foot community kitchen, and an 8,183 square foot lodge. In total, there were 74 houses, 2 lodges, 2 kitchens, and 4 clubhouses.

Services Provided:
Our Key Chief Estimator's key services encompassed comprehensive cost estimating for various construction scenarios, including traditional stick-built on-site construction and modular prefabricated options.

The Value Engineering Challenge:
The project initially faced a significant challenge as it exceeded the budget constraints. Traditional construction methods for all components were over budget, necessitating a thorough evaluation of alternatives to bring the project within financial limits.

Value Engineering Solutions:
Our team assessed multiple construction approaches to find cost-effective solutions while maintaining high-quality standards. The options considered included:

1. ***Traditional "Stick-Built":*** Estimates were provided for traditional stick-built construction for both housing and lodges.
2. ***Hybrid Approach:*** We explored a combination of traditional stick-built methods and prefabricated modular components for the kitchen and clubhouse.
3. ***Modular Prefabricated:*** Estimates were generated for a modular prefabricated approach for both housing and lodges. The modular plans were sourced from reputable providers such as Bevy House, Nucor, and RNT Architects.

Achieved Savings:

- ***Housing:*** A remarkable estimated savings of approximately $1.6 million was identified by transitioning to modular prefabricated construction for all 74 houses.
- ***Lodges:*** By opting for the modular version, a cost savings of around $150,000 was realized for both lodges.
- ***Kitchen and Clubhouse: I***t was determined that there would be no cost savings in using modular prefabricated versions for the kitchen and clubhouse compared to traditional stick-built methods.
- ***General Conditions and Requirements:*** A significant overall savings of approximately $2.5 million was achieved for the four sites by adopting modular construction methods. This reduction was primarily due to the shorter construction schedule facilitated by modular construction.

Conclusion:
Through meticulous value engineering and a strategic shift towards **modular prefabrication,** the Metropolitan Water District of Southern California's employee village project successfully overcame budgetary challenges. over $2.5 million in cost savings were realized, ensuring the project was not only completed within budget but also ahead of schedule. This case study exemplifies the importance of innovative construction methods and demonstrates our commitment to delivering high-value solutions to our clients.

North Valley Military Institute (NVMI), Sun Valley, Value Engineering

NVMI, a chartered military school in Sun Valley, CA, faced a significant challenge in 2022 when they learned that their lease for their Sun Valley campus would not be renewed. With a strong commitment to providing quality education, NVMI entered escrow for a 21-acre property in Sylmar, CA, intending to develop a new campus for both their high school and middle school. The project budget was initially set at $55 million.

Initial Approach:
To kickstart the project, NVMI engaged GSE to conduct a feasibility study on the land. Subsequently, NVMI enlisted the expertise of Architects to develop a site plan for the Sylmar location. Collaborative meetings were held to align the design with NVMI's specific campus needs and aesthetic preferences. Initially, NVMI expressed a preference for traditional stick-built construction.

Challenges Arise:
As the preliminary site plan and construction estimate took shape, it became evident that the proposed design exceeded NVMI's internal budget estimates. Faced with this challenge, NVMI decided to terminate the escrow for the 21-acre property and began exploring alternative options, including partnerships with other campuses.

Embracing Value Engineering:
During this critical juncture, GSE proposed a game-changing solution: *modular construction,* which could allow NVMI to adapt to smaller available spaces while maintaining the flexibility for customized learning environments. GSE's suggestion was not only cost-effective but also aligned with NVMI's goals.

Site Relocation and Cost Reduction:
GSE identified a smaller site near LACCD's Mission College Campus, where NVMI's middle school campus could be accommodated, while high school students would utilize existing Mission College facilities. This relocation, combined with the elimination of site acquisition costs, significantly reduced the project budget to $32 million.

Selecting the Right Modular Partner:
With the new site in place, GSE initiated a second feasibility study to confirm its suitability for modular construction. Once determined feasible, GSE carefully evaluated modular manufacturers. Following an extensive review process, Silver Creek was recommended to provide modular structures to NVMI.

$14 Million in Cost Savings:
Through collaborative efforts, GSE and Silver Creek developed a proposal that resulted in approximately **$14 million in cost savings** from the revised $32 million budget. The proposed site plan included modular structures for administration, classrooms, offices, and restroom facilities, offering a cost-effective and efficient solution.

Project Progress and Unforeseen Challenges:
While GSE received preliminary approval to retain an architect and develop the site plan, unforeseen funding and charter-related circumstances prevented NVMI from continuing the project. Regrettably, NVMI had to close its doors in August 2023.

This case study illustrates the importance of adaptability in the face of challenges and the potential of value engineering, such as modular construction, to significantly reduce costs and enhance project feasibility. Despite the project's outcome, the collaboration between NVMI, GSE, and Silver Creek demonstrated innovative problem-solving and cost-saving strategies.

GATEWAY SCIENCE AND ENGINEERING, INC.

October 6, 2023

Mustafa Sahin
Facility Project Manager
Magnolia Public Schools
250 E 1st Street, Suite 1500
Los Angeles, CA 90012

Reference: **Magnolia Science Academy 5 Pre-Construction And Construction Management Services For Charter School State Funded Middle & High School New Construction Project, Schedule and Estimate Sample**

Mr. Sahin,

This letter is in response to your request for additional information regarding our cost estimating approach for the Magnolia Public School's MSA 5 project. In relation to the Pre-Construction and Construction Management Services, we are providing the following documents as per your request:

- Part 1: Estimated Schedule and Estimate for Modular Construction Approach
- Part 2: Estimated Schedule and Estimate for Scope Reduction Approach

Please note that the documents included are estimates of probable costs and timeframes, intended for discussion purposes only. The accuracy of the estimate and a more detailed scope will be developed upon the award and contract agreement between Magnolia and our team.

Additionally, we would like to reiterate the following exclusions and clarifications from the cost estimates, which were originally listed in the formal RFP and cost proposal/estimate provided by Magnolia's HLCM:

- Professional fees, inspections and testing
- Escalation beyond midpoint of construction, July 2024
- FF and E, other than those specifically referenced in the HLCM estimate
- Plan check and permit fees
- Construction/Owner's contingency costs
- Soft costs
- Asbestos abatement/hazardous
- Off-site work
- Night time and weekends work
- AV head end equipment
- Site demolition
- Fireproofing of all steel

From the GSE Cost Proposal:

- DSA and Specialty Inspections
- DSA Office/Trailer
- Permits and Regulatory Fees
- Traffic Control
- Third-party fees such as Bid Advertising Costs, website hosting, etc.
- Fencing (by others)
- Los Angeles Business Tax on Gross Revenues
- Security Guards, Security Cameras
- SWPPP (by others)
- IT Services and Staff (As-Needed)
- Consulting Fees Outside of CMMP Services

Other Considerations/Clarifications from HLCM Estimate:

- Estimate based on the assumption of a competitive bid environment by a minimum of four at the subcontractor level.
- Estimate assumes the use of prevailing wages. Estimate does not include PLA.
- Estimate assumes CM Multi-Prime procurement method.
- Prequalification process for subcontractor has not been included in the estimate.

We appreciate the opportunity to respond to your inquiries and hope you find our responses helpful and informative. We look forward to hearing from you.

Sincerely,

Art Gastelum, CEO
Gateway Science & Engineering, Inc.
300 North Lake Avenue, 12th Floor
Pasadena, CA 91101
Phone: (626) 255-0281 | Fax: (626) 696-1630
info@gateway-sci-eng.com

Part 1

Estimated Schedule and Cost Estimate for **Modular Construction Approach**

Please be aware that the contents within this document represent rough approximations of probable costs and timeframes, and they are strictly intended for preliminary discussion purposes. These estimates are entirely blind and do not reflect any definitive or binding figures. Furthermore, they do not create any contractual obligations regarding the estimates or project schedule.

A more precise and detailed scope, including accurate cost estimates and timelines, will be meticulously developed once we secure the project. This process will incorporate critical input from our client, as well as alignment with all project stakeholders, to ensure that the final proposal accurately reflects the project's requirements and expectations.

TOTAL SITE BUILT WITH VALUE ENGINEERING (VE) OPTIONS

Item	Description		Total
1	Site Work Increment 1		$2,468,800
2	Site Work Increment 2		$2,168,084
3	Modular Pre Fab Academic Bldg.		$26,537,683
4	Pre Engineered Gym		$5,899,774
	Subtotal Direct Cost Of Base Bid		$36,901,112
	Contractor Allowances	1%	$369,011
	Subtotal Hard Costs		$37,270,123
	CM Costs (Includes Reimbursables)		$2,182,550
	Total With Modular And Pre-Engineered Gym		**$39,452,673**

Part 2: Estimate with Stick Built Construction.....$44,576,838

Opinion Of Probable Savings With Modular And Pre Engineered Bldgs.....$(5,176,313)

Additional VE Proposed (Includes Mark-Ups) (High-Level)

Defer Gym To Future Date.....$(5,899,774)
Add Exterior Playcourt In Place Of Gym.....$105,625
Defer Solar (Recommend: PPA or EAAS+).....$(548,380)
Reduce Landscape.....$(92,653)
Adjust Hardscape (No Color- Grey W/Broom Finish).....$(56,522)

Est. Total Proposed VE ..... **$(6,491,703)**

Price With Pre-Fab Buildings And Proposed VE Accepted	**$32,960,970**

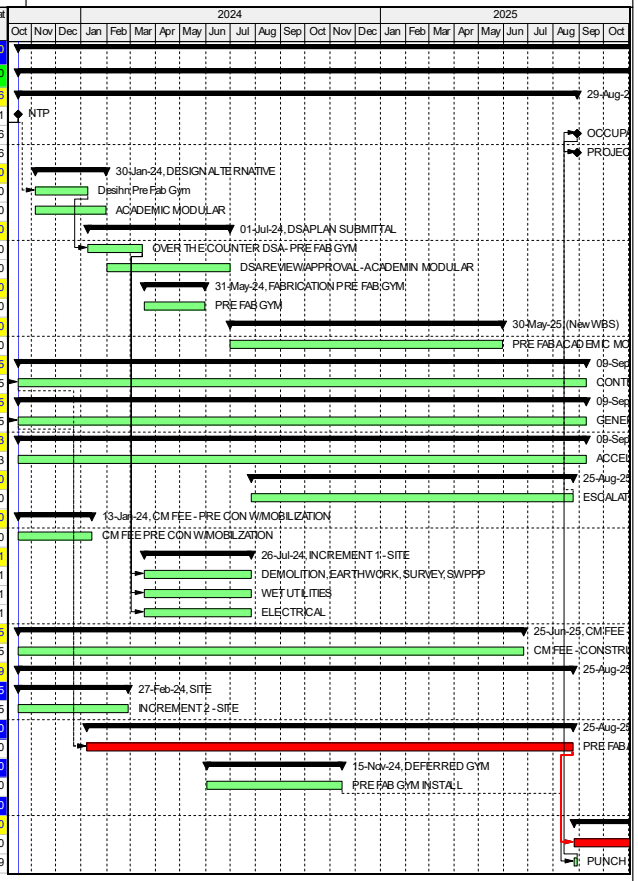
+*PPA (Power Purchase Agreements, EAAS (Energy-as-a-Services)*

Preliminary Schedule*

Magnolia Science Academy 5 - Pre Fab Modular Scenario

BUDGET COSTS / REMAINING COST

#	Activity ID	Activity Name	Original Duration	Remaining Duration	Start	Finish	Budgeted Total Cost	Remaining Total Cost	Total Float
1	Total		615	615	16-Oct-23	21-Feb-26	$39,277,968	$39,277,968	0
2	Magnolia Science Academy 5 - Pre Fab Modular Scenario		615	615	16-Oct-23	21-Feb-26	$39,277,968	$39,277,968	0
3	MILESTONE		684	684	16-Oct-23	29-Aug-25	$0	$0	176
4	A1000	NTP	0	0	16-Oct-23		$0	$0	21
5	A9900	OCCUPANCY	0	0		29-Aug-25	$0	$0	176
6	A9999	PROJECT COMPLETION	0	0		29-Aug-25	$0	$0	176
7	DESIGN ALTERNATIVE		62	62	06-Nov-23	30-Jan-24	$796,130	$796,130	0
8	A1010	Desihn Pre Fab Gym	41	41	06-Nov-23*	08-Jan-24	$0	$0	0
9	A1030	ACADEMIC MODULAR	62	62	06-Nov-23*	30-Jan-24	$796,130	$796,130	0
10	DSA PLAN SUBMITTAL		125	125	09-Jan-24	01-Jul-24	$0	$0	0
11	A1020	OVER THE COUNTER DSA- PRE FAB GYM	67	67	09-Jan-24*	15-Mar-24	$0	$0	0
12	A1050	DSA REVIEW/APPROVAL -ACADEMIN MODULAR	108	108	01-Feb-24*	01-Jul-24	$0	$0	0
13	FABRICATION PRE FAB GYM		55	55	18-Mar-24	31-May-24	$1,118,000	$1,118,000	0
14	A10130	PRE FAB GYM	55	55	18-Mar-24*	31-May-24	$1,118,000	$1,118,000	0
15	(New WBS)		240	240	01-Jul-24	30-May-25	$5,307,537	$5,307,537	0
16	A10140	PRE FAB ACADEMIC MODULAR BUILDING	240	240	01-Jul-24*	30-May-25	$5,307,537	$5,307,537	0
17	CONTRACTOR ALLOWANCES		472	472	16-Oct-23	09-Sep-25	$369,011	$369,011	55
18	A10040	CONTRACTOR ALLOWANCES	472	472	16-Oct-23	09-Sep-25	$369,011	$369,011	55
19	GENERAL CONDITIONS		472	472	16-Oct-23	09-Sep-25	$0	$0	55
20	A10050	GENERAL CONDITIONS	472	472	16-Oct-23	09-Sep-25	$0	$0	55
21	ACCELERATED SCHEDULE PREMIUM		472	472	16-Oct-23	09-Sep-25	$0	$0	113
22	A10080	ACCELERATED SCHEDULE PREMIUM	472	472	16-Oct-23	09-Sep-25	$0	$0	113
23	ESCALATION TO MOC, 7/27/24		395	395	27-Jul-24	25-Aug-25	$0	$0	0
24	A10090	ESCALATION TO MOC, 7/27/24	395	395	27-Jul-24*	25-Aug-25	$0	$0	0
25	CM FEE - PRE CON W/MOBILIZATION		90	90	16-Oct-23	13-Jan-24	$308,500	$308,500	770
26	A10100	CM FEE PRE CON W/MOBILZATION	90	90	16-Oct-23	13-Jan-24	$308,500	$308,500	770
27	INCREMENT 1 - SITE		91	91	18-Mar-24	26-Jul-24	$2,295,571	$2,295,571	391
28	A10010	DEMOLITION, EARTHWORK, SURVEY, SWPPP	91	91	18-Mar-24	26-Jul-24	$2,295,571	$2,295,571	391
29	A10020	WET UTILITIES	91	91	18-Mar-24	26-Jul-24	$0	$0	391
30	A10030	ELECTRICAL	91	91	18-Mar-24	26-Jul-24	$0	$0	391
31	CM FEE - CONSTRUCTION		420	420	16-Oct-23	25-Jun-25	$1,497,500	$1,497,500	165
32	A10110	CM FEE - CONSTRUCTION	420	420	16-Oct-23	25-Jun-25	$1,497,500	$1,497,500	165
33	INCREMENT 2 - CONSTRUCTION		486	486	16-Oct-23	25-Aug-25	$27,321,919	$27,321,919	129
34	SITE		90	90	16-Oct-23	27-Feb-24	$2,168,084	$2,168,084	495
35	A10060	INCREMENT 2 - SITE	90	90	16-Oct-23	27-Feb-24	$2,168,084	$2,168,084	495
36	ACADEMIC BUILDING		407	407	08-Jan-24	25-Aug-25	$20,434,015	$20,434,015	0
37	A1040	PRE FAB ACADEMIC BUILDING INSTALL	407	407	08-Jan-24*	25-Aug-25	$20,434,015	$20,434,015	0
38	DEFERRED GYM		115	115	03-Jun-24	15-Nov-24	$4,719,820	$4,719,820	0
39	A10070	PRE FAB GYM INSTALL	115	115	03-Jun-24*	15-Nov-24	$4,719,820	$4,719,820	0
40	CM FEE - CLOSEOUT		0	0			$0	$0	0
41	CLOSEOUT		129	129	26-Aug-25	21-Feb-26	$263,800	$263,800	0
42	A10120	CM FEE - CLOSE OUT, OCCUPANCY AND WARRANTY	180	180	26-Aug-25	21-Feb-26	$263,800	$263,800	0
43	A10000	PUNCH LIST & CLEAN-UP	4	4	26-Aug-25	29-Aug-25	$0	$0	119



Actual Work
Remaining Work
Critical Remaining Work
Milestone
Summary

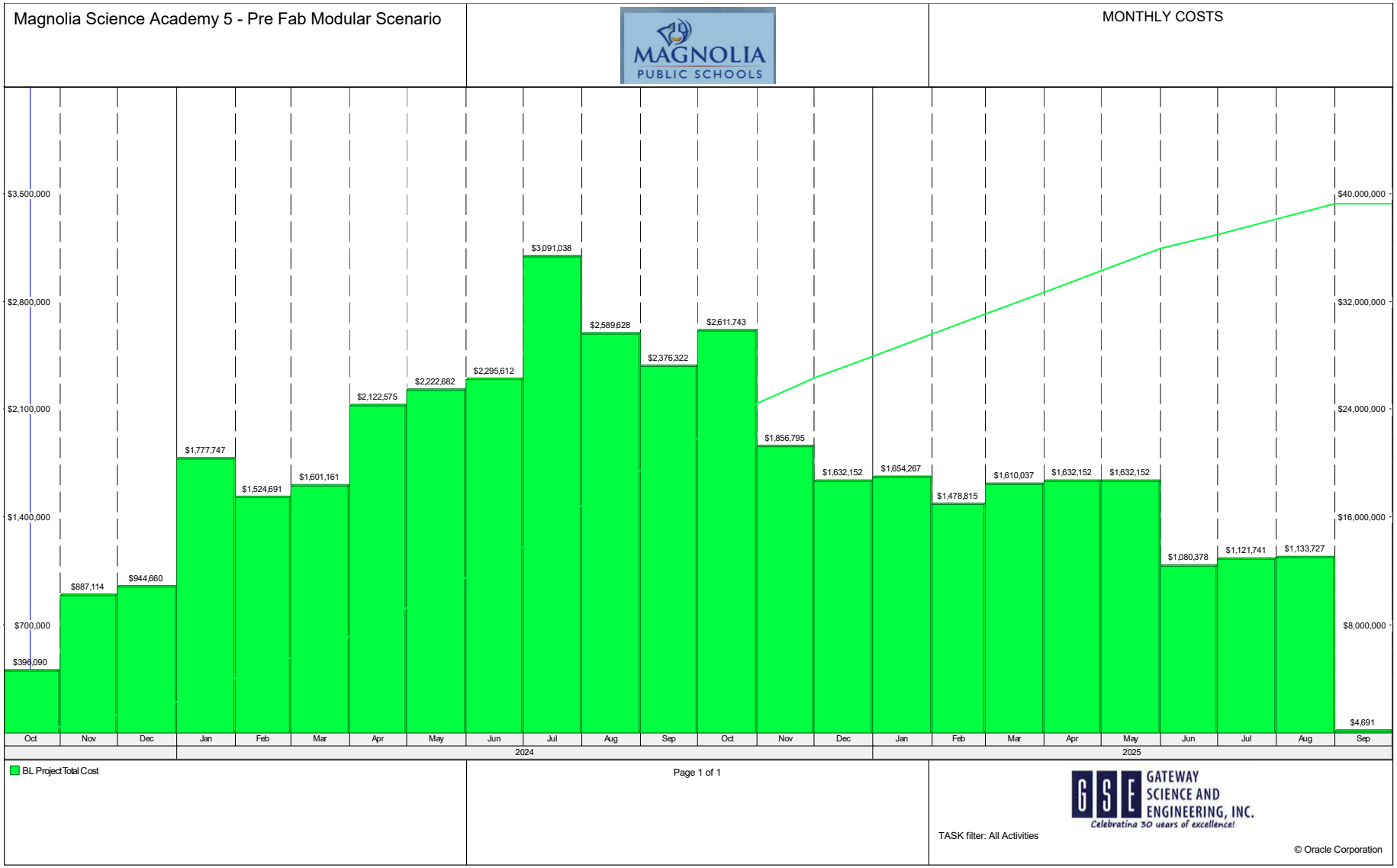
Page 1 of 1

GATEWAY SCIENCE AND ENGINEERING, INC.
Celebrating 30 years of excellence!

TASK filter: All Activities

***Note:** *This preliminary schedule is formulated using data supplied by Magnolia, with adaptations made to accommodate requested information. Due to time constraints, the Value Engineering (VE) options proposed on the previous page are not reflected on the schedule due the level of detail required to reflect the savings. It's crucial to emphasize that these timelines are preliminary in nature and should not be considered as accurate projections. They hold no contractual binding in terms of timelines or commitments. This schedule has been crafted exclusively for the purpose of discussion, and the actual construction timelines will be contingent upon various factors. These include the information provided by you, our valued client, the Architect's approved timeline, DSA's final timeline, and the awarded Prime Contractor's feasibility schedule*

Estimated Monthly Construction Expenditures**



Note: *It's essential to emphasize that these monthly financial expenditures are purely intended for discussion purposes at this stage and do not reflect the Value Engineering Savings due to the level of detail required and time constraints. They should not be construed as accurate projections, and they carry no contractual binding or expectations. Actual construction expenditures and projections may vary, depending on the final approved design, the scope of construction management, Magnolia's approvals to changes in approach, modifications etc. These figures may fluctuate, potentially being either higher or lower based on these crucial project factors.*

Part 2

Estimated Schedule and Cost Estimate for
Scope Reduction Approach

Please be aware that the contents within this document represent rough approximations of probable costs and timeframes, and they are strictly intended for preliminary discussion purposes. These estimates are entirely blind and do not reflect any definitive or binding figures. Furthermore, they do not create any contractual obligations regarding the estimates or project schedule.

A more precise and detailed scope, including accurate cost estimates and timelines, will be meticulously developed once we secure the project. This process will incorporate critical input from our client, as well as alignment with all project stakeholders, to ensure that the final proposal accurately reflects the project's requirements and expectations.

Mag 5 School Construction Cost Estimates (Existing)

Item	Description		Total
1	Site Work Increment 1		$2,468,800
2	Site Work Increment 2		$2,331,692
3	Site Built Academic Building		$29,978,961
4	CMU Gym		$6,452,779
	Subtotal Direct Cost Of Base Bid		$41,232,231
	Contractor Allowances	1%	$1,360,000
	Subtotal Hard Costs		$42,592,231
	Cm Costs (Includes Reimbursables)		$2,182,550
	Total		**$44,774,781**

Additional VE Proposed (Includes Mark-Ups) (High-Level)

Defer Gym To Future Date ..... $(6,452,779)
Defer Solar (Recommend: PPA or EAAS+) ..... $(548,380)
Reduce Landscape ..... $(92,653)
Adjust Hardscape (No Color- Grey W/Broom Finish) ..... $(56,522)
Add Exterior Playcourt In Place Of Gym $105,625
Delete Exterior Stairs And Deck ..... $(200,554)
Delete Exterior Screens And Sunshade ..... $(1,292,427)

Est. Total Proposed VE ..... **$(8,537,689)**

Est. Cost with Proposed VE Accepted

Total Estimated Site Built minus VE Options	**$36,237,092**

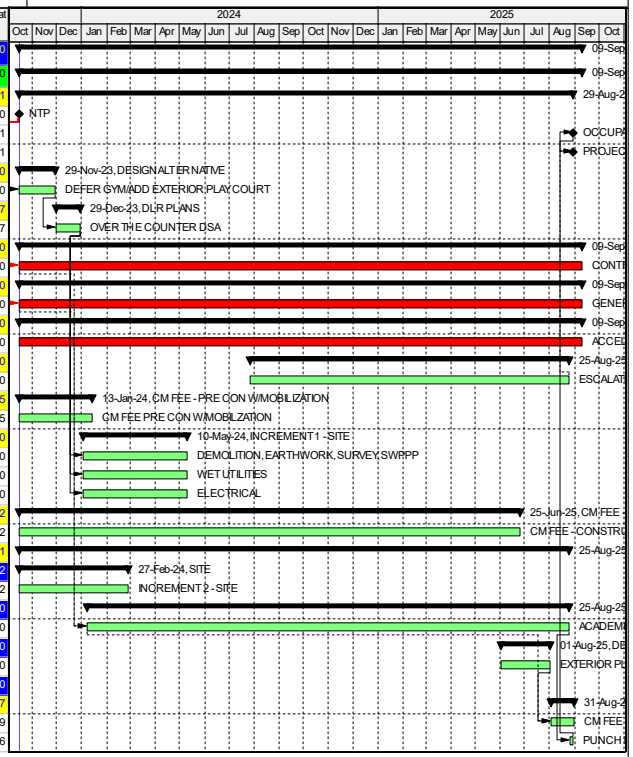
+*PPA (Power Purchase Agreements, EAAS (Energy-as-a-Services)*

Preliminary Schedule***

Magnolia Science Academy 5 - Stick Built: Scope Reduction to Existing Design

BUDGET COSTS / REMAINING COST
DOES NOT INCLUDE VE SAVINGS
WITH DEFERED GYM

#	Activity ID	Activity Name	Original Duration	Remaining Duration	Start	Finish	Budgeted Total Cost	Remaining Total Cost	Total Float
1	Total		497	497	16-Oct-23	09-Sep-25	$38,152,031	$38,152,031	0
2	Magnolia Science Academy 5 - Stick Built: Scope Reduction to Existing Design		497	497	16-Oct-23	09-Sep-25	$38,152,031	$38,152,031	0
3	MILESTONE		684	684	16-Oct-23	29-Aug-25	$0	$0	11
4	A1000	NTP	0	0	16-Oct-23		$0	$0	0
5	A9900	OCCUPANCY	0	0		29-Aug-25	$0	$0	11
6	A9999	PROJECT COMPLETION	0	0		29-Aug-25	$0	$0	11
7	DESIGN ALTERNATIVE		30	30	16-Oct-23	29-Nov-23	$311,857	$311,857	330
8	A1010	DEFER GYM/ADD EXTERIOR PLAY COURT	30	30	16-Oct-23	29-Nov-23	$311,857	$311,857	330
9	DLR PLANS		30	30	30-Nov-23	29-Dec-23	$0	$0	487
10	A1020	OVER THE COUNTER DSA	30	30	30-Nov-23	29-Dec-23	$0	$0	487
11	CONTRACTOR ALLOWANCES		472	472	16-Oct-23	09-Sep-25	$1,220,000	$1,220,000	0
12	A10040	CONTRACTOR ALLOWANCES	472	472	16-Oct-23	09-Sep-25	$1,220,000	$1,220,000	0
13	GENERAL CONDITIONS		472	472	16-Oct-23	09-Sep-25	$324,748	$324,748	0
14	A10050	GENERAL CONDITIONS	472	472	16-Oct-23	09-Sep-25	$324,748	$324,748	0
15	ACCELERATED SCHEDULE PREMIUM		472	472	16-Oct-23	09-Sep-25	$2,416,208	$2,416,208	0
16	A10080	ACCELERATED SCHEDULE PREMIUM	472	472	16-Oct-23	09-Sep-25	$2,416,208	$2,416,208	0
17	ESCALATION TO MOC, 7/27/24		395	395	27-Jul-24	25-Aug-25	$2,758,845	$2,758,845	0
18	A10090	ESCALATION TO MOC, 7.27.24	395	395	27-Jul-24*	25-Aug-25	$2,758,845	$2,758,845	0
19	CM FEE - PRE CON W/MOBILIZATION		90	90	16-Oct-23	13-Jan-24	$308,500	$308,500	605
20	A10100	CM FEE PRE CON W/MOBILIZATION	90	90	16-Oct-23	13-Jan-24	$308,500	$308,500	605
21	INCREMENT 1 - SITE		91	91	02-Jan-24	10-May-24	$2,055,895	$2,055,895	330
22	A10010	DEMOLITION, EARTHWORK, SURVEY, SWPPP	91	91	02-Jan-24	10-May-24	$2,055,895	$2,055,895	330
23	A10020	WET UTILITIES	91	91	02-Jan-24	10-May-24	$0	$0	330
24	A10030	ELECTRICAL	91	91	02-Jan-24	10-May-24	$0	$0	330
25	CM FEE - CONSTRUCTION		420	420	16-Oct-23	25-Jun-25	$1,497,500	$1,497,500	52
26	A10110	CM FEE - CONSTRUCTION	420	420	16-Oct-23	25-Jun-25	$1,497,500	$1,497,500	52
27	INCREMENT 2 - CONSTRUCTION		486	486	16-Oct-23	25-Aug-25	$26,994,678	$26,994,678	11
28	SITE		90	90	16-Oct-23	27-Feb-24	$1,941,718	$1,941,718	382
29	A10060	INCREMENT 2 - SITE	90	90	16-Oct-23	27-Feb-24	$1,941,718	$1,941,718	382
30	ACADEMIC BUILDING		407	407	08-Jan-24	25-Aug-25	$24,965,003	$24,965,003	0
31	A1040	ACADEMIC BUILDING	407	407	08-Jan-24*	25-Aug-25	$24,965,003	$24,965,003	0
32	DEFERRED GYM		43	43	02-Jun-25	01-Aug-25	$87,957	$87,957	0
33	A10070	EXTERIOR PLAY COURT	43	43	02-Jun-25*	01-Aug-25	$87,957	$87,957	0
34	CM FEE - CLOSEOUT		0	0			$0	$0	0
35	CLOSEOUT		20	20	02-Aug-25	31-Aug-25	$263,800	$263,800	7
36	A10120	CM FEE - CLOSE OUT, OCCUPANCY AND WARRANTY	30	30	02-Aug-25	31-Aug-25	$263,800	$263,800	9
37	A10000	PUNCH LIST & CLEAN-UP	4	4	26-Aug-25	29-Aug-25	$0	$0	6



Actual Work
Remaining Work
Critical Remaining Work
Milestone
Summary

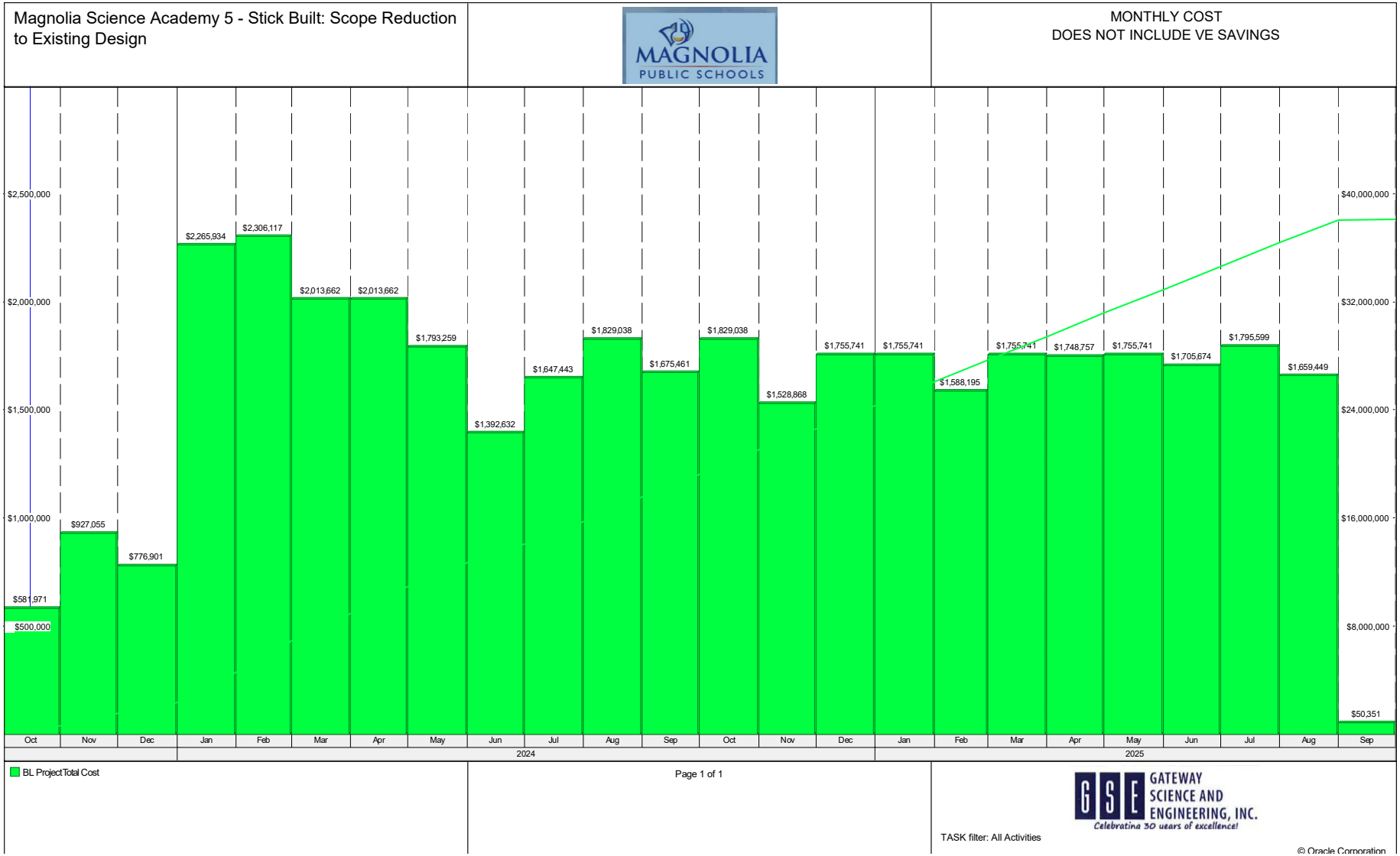
Page 1 of 1

TASK filter: All Activities

GATEWAY SCIENCE AND ENGINEERING, INC.
Celebrating 30 years of excellence!

***Note:** *This preliminary schedule is formulated using data supplied by Magnolia, with adaptations made to accommodate requested information. Due to time constraints, the Value Engineering (VE) options proposed on the previous page are not reflected on the schedule due the level of detail required to reflect the savings. It's crucial to emphasize that these timelines are preliminary in nature and should not be considered as accurate projections. They hold no contractual binding in terms of timelines or commitments. This schedule has been crafted exclusively for the purpose of discussion, and the actual construction timelines will be contingent upon various factors. These include the information provided by you, our valued client, the Architect's approved timeline, DSA's final timeline, and the awarded Prime Contractor's feasibility schedule.*

Estimated Monthly Construction Expenditures****



*****Note:** *It's essential to emphasize that these monthly financial expenditures are purely intended for discussion purposes at this stage and do not reflect the Value Engineering Savings due to the level of detail required and time constraints. They should not be construed as accurate projections, and they carry no contractual binding or expectations. Actual construction expenditures and projections may vary, depending on the final approved design, the scope of construction management, Magnolia's approvals to changes in approach, modifications etc. These figures may fluctuate, potentially being either higher or lower based on these crucial project factors.*

EXHIBIT D-2

GSE Budget & Timeline

GATEWAY SCIENCE AND ENGINEERING, INC.

October 6, 2023

Mustafa Sahin
Facility Project Manager
Magnolia Public Schools
250 E 1st Street, Suite 1500
Los Angeles, CA 90012

Reference: **Magnolia Science Academy 5 Pre-Construction And Construction Management Services For Charter School State Funded Middle & High School New Construction Project, Schedule and Estimate Sample**

Mr. Sahin,

This letter is in response to your request for additional information regarding our cost estimating approach for the Magnolia Public School's MSA 5 project. In relation to the Pre-Construction and Construction Management Services, we are providing the following documents as per your request:

- Part 1: Estimated Schedule and Estimate for Modular Construction Approach
- Part 2: Estimated Schedule and Estimate for Scope Reduction Approach

Please note that the documents included are estimates of probable costs and timeframes, intended for discussion purposes only. The accuracy of the estimate and a more detailed scope will be developed upon the award and contract agreement between Magnolia and our team.

Additionally, we would like to reiterate the following exclusions and clarifications from the cost estimates, which were originally listed in the formal RFP and cost proposal/estimate provided by Magnolia's HLCM:

- Professional fees, inspections and testing
- Escalation beyond midpoint of construction, July 2024
- FF and E, other than those specifically referenced in the HLCM estimate
- Plan check and permit fees
- Construction/Owner's contingency costs
- Soft costs
- Asbestos abatement/hazardous
- Off-site work
- Night time and weekends work
- AV head end equipment
- Site demolition
- Fireproofing of all steel

From the GSE Cost Proposal:

- DSA and Specialty Inspections
- DSA Office/Trailer
- Permits and Regulatory Fees
- Traffic Control
- Third-party fees such as Bid Advertising Costs, website hosting, etc.
- Fencing (by others)
- Los Angeles Business Tax on Gross Revenues
- Security Guards, Security Cameras
- SWPPP (by others)
- IT Services and Staff (As-Needed)
- Consulting Fees Outside of CMMP Services

Other Considerations/Clarifications from HLCM Estimate:

- Estimate based on the assumption of a competitive bid environment by a minimum of four at the subcontractor level.
- Estimate assumes the use of prevailing wages. Estimate does not include PLA.
- Estimate assumes CM Multi-Prime procurement method.
- Prequalification process for subcontractor has not been included in the estimate.

We appreciate the opportunity to respond to your inquiries and hope you find our responses helpful and informative. We look forward to hearing from you.

Sincerely,

Art Gastelum, CEO
Gateway Science & Engineering, Inc.
300 North Lake Avenue, 12th Floor
Pasadena, CA 91101
Phone: (626) 255-0281 | Fax: (626) 696-1630
info@gateway-sci-eng.com

Part 1

Estimated Schedule and Cost Estimate for **Modular Construction Approach**

Please be aware that the contents within this document represent rough approximations of probable costs and timeframes, and they are strictly intended for preliminary discussion purposes. These estimates are entirely blind and do not reflect any definitive or binding figures. Furthermore, they do not create any contractual obligations regarding the estimates or project schedule.

A more precise and detailed scope, including accurate cost estimates and timelines, will be meticulously developed once we secure the project. This process will incorporate critical input from our client, as well as alignment with all project stakeholders, to ensure that the final proposal accurately reflects the project's requirements and expectations.

TOTAL SITE BUILT WITH VALUE ENGINEERING (VE) OPTIONS

Item	Description		Total
1	Site Work Increment 1		$2,468,800
2	Site Work Increment 2		$2,168,084
3	Modular Pre Fab Academic Bldg.		$26,537,683
4	Pre Engineered Gym		$5,899,774
	Subtotal Direct Cost Of Base Bid		$36,901,112
	Contractor Allowances	1%	$369,011
	Subtotal Hard Costs		$37,270,123
	CM Costs (Includes Reimbursables)		$2,182,550
	Total With Modular And Pre-Engineered Gym		**$39,452,673**

Part 2: Estimate with Stick Built Construction.....$44,576,838

Opinion Of Probable Savings With Modular And Pre Engineered Bldgs.....$(5,176,313)

Additional VE Proposed (Includes Mark-Ups) (High-Level)

Defer Gym To Future Date.....$(5,899,774)
Add Exterior Playcourt In Place Of Gym.....$105,625
Defer Solar (Recommend: PPA or EAAS+).....$(548,380)
Reduce Landscape.....$(92,653)
Adjust Hardscape (No Color- Grey W/Broom Finish).....$(56,522)

Est. Total Proposed VE ..... **$(6,491,703)**

Price With Pre-Fab Buildings And Proposed VE Accepted	**$32,960,970**

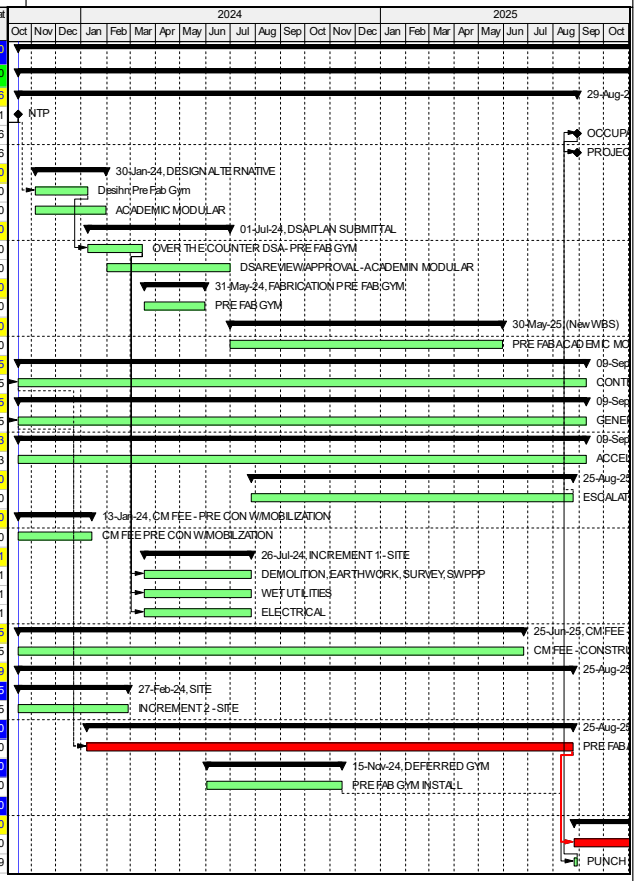
+*PPA (Power Purchase Agreements, EAAS (Energy-as-a-Services)*

Preliminary Schedule*

Magnolia Science Academy 5 - Pre Fab Modular Scenario

BUDGET COSTS / REMAINING COST

#	Activity ID	Activity Name	Original Duration	Remaining Duration	Start	Finish	Budgeted Total Cost	Remaining Total Cost	Total Float
1	Total		615	615	16-Oct-23	21-Feb-26	$39,277,968	$39,277,968	0
2	Magnolia Science Academy 5 - Pre Fab Modular Scenario		615	615	16-Oct-23	21-Feb-26	$39,277,968	$39,277,968	0
3	MILESTONE		684	684	16-Oct-23	29-Aug-25	$0	$0	176
4	A1000	NTP	0	0	16-Oct-23		$0	$0	21
5	A9900	OCCUPANCY	0	0		29-Aug-25	$0	$0	176
6	A9999	PROJECT COMPLETION	0	0		29-Aug-25	$0	$0	176
7	DESIGN ALTERNATIVE		62	62	06-Nov-23	30-Jan-24	$796,130	$796,130	0
8	A1010	Desihn Pre Fab Gym	41	41	06-Nov-23*	08-Jan-24	$0	$0	0
9	A1030	ACADEMIC MODULAR	62	62	06-Nov-23*	30-Jan-24	$796,130	$796,130	0
10	DSA PLAN SUBMITTAL		125	125	09-Jan-24	01-Jul-24	$0	$0	0
11	A1020	OVER THE COUNTER DSA- PRE FAB GYM	67	67	09-Jan-24*	15-Mar-24	$0	$0	0
12	A1050	DSA REVIEW/APPROVAL -ACADEMIN MODULAR	108	108	01-Feb-24*	01-Jul-24	$0	$0	0
13	FABRICATION PRE FAB GYM		55	55	18-Mar-24	31-May-24	$1,118,000	$1,118,000	0
14	A10130	PRE FAB GYM	55	55	18-Mar-24*	31-May-24	$1,118,000	$1,118,000	0
15	(New WBS)		240	240	01-Jul-24	30-May-25	$5,307,537	$5,307,537	0
16	A10140	PRE FAB ACADEMIC MODULAR BUILDING	240	240	01-Jul-24*	30-May-25	$5,307,537	$5,307,537	0
17	CONTRACTOR ALLOWANCES		472	472	16-Oct-23	09-Sep-25	$369,011	$369,011	55
18	A10040	CONTRACTOR ALLOWANCES	472	472	16-Oct-23	09-Sep-25	$369,011	$369,011	55
19	GENERAL CONDITIONS		472	472	16-Oct-23	09-Sep-25	$0	$0	55
20	A10050	GENERAL CONDITIONS	472	472	16-Oct-23	09-Sep-25	$0	$0	55
21	ACCELERATED SCHEDULE PREMIUM		472	472	16-Oct-23	09-Sep-25	$0	$0	113
22	A10080	ACCELERATED SCHEDULE PREMIUM	472	472	16-Oct-23	09-Sep-25	$0	$0	113
23	ESCALATION TO MOC, 7/27/24		395	395	27-Jul-24	25-Aug-25	$0	$0	0
24	A10090	ESCALATION TO MOC, 7/27/24	395	395	27-Jul-24*	25-Aug-25	$0	$0	0
25	CM FEE - PRE CON W/MOBILIZATION		90	90	16-Oct-23	13-Jan-24	$308,500	$308,500	770
26	A10100	CM FEE PRE CON W/MOBILZATION	90	90	16-Oct-23	13-Jan-24	$308,500	$308,500	770
27	INCREMENT 1 - SITE		91	91	18-Mar-24	26-Jul-24	$2,295,571	$2,295,571	391
28	A10010	DEMOLITION, EARTHWORK, SURVEY, SWPPP	91	91	18-Mar-24	26-Jul-24	$2,295,571	$2,295,571	391
29	A10020	WET UTILITIES	91	91	18-Mar-24	26-Jul-24	$0	$0	391
30	A10030	ELECTRICAL	91	91	18-Mar-24	26-Jul-24	$0	$0	391
31	CM FEE - CONSTRUCTION		420	420	16-Oct-23	25-Jun-25	$1,497,500	$1,497,500	165
32	A10110	CM FEE - CONSTRUCTION	420	420	16-Oct-23	25-Jun-25	$1,497,500	$1,497,500	165
33	INCREMENT 2 - CONSTRUCTION		486	486	16-Oct-23	25-Aug-25	$27,321,919	$27,321,919	129
34	SITE		90	90	16-Oct-23	27-Feb-24	$2,168,084	$2,168,084	495
35	A10060	INCREMENT 2 - SITE	90	90	16-Oct-23	27-Feb-24	$2,168,084	$2,168,084	495
36	ACADEMIC BUILDING		407	407	08-Jan-24	25-Aug-25	$20,434,015	$20,434,015	0
37	A1040	PRE FAB ACADEMIC BUILDING INSTALL	407	407	08-Jan-24*	25-Aug-25	$20,434,015	$20,434,015	0
38	DEFERRED GYM		115	115	03-Jun-24	15-Nov-24	$4,719,820	$4,719,820	0
39	A10070	PRE FAB GYM INSTALL	115	115	03-Jun-24*	15-Nov-24	$4,719,820	$4,719,820	0
40	CM FEE - CLOSEOUT		0	0			$0	$0	0
41	CLOSEOUT		129	129	26-Aug-25	21-Feb-26	$263,800	$263,800	0
42	A10120	CM FEE - CLOSE OUT, OCCUPANCY AND WARRANTY	180	180	26-Aug-25	21-Feb-26	$263,800	$263,800	0
43	A10000	PUNCH LIST & CLEAN-UP	4	4	26-Aug-25	29-Aug-25	$0	$0	119



Actual Work
Remaining Work
Critical Remaining Work
Milestone
Summary

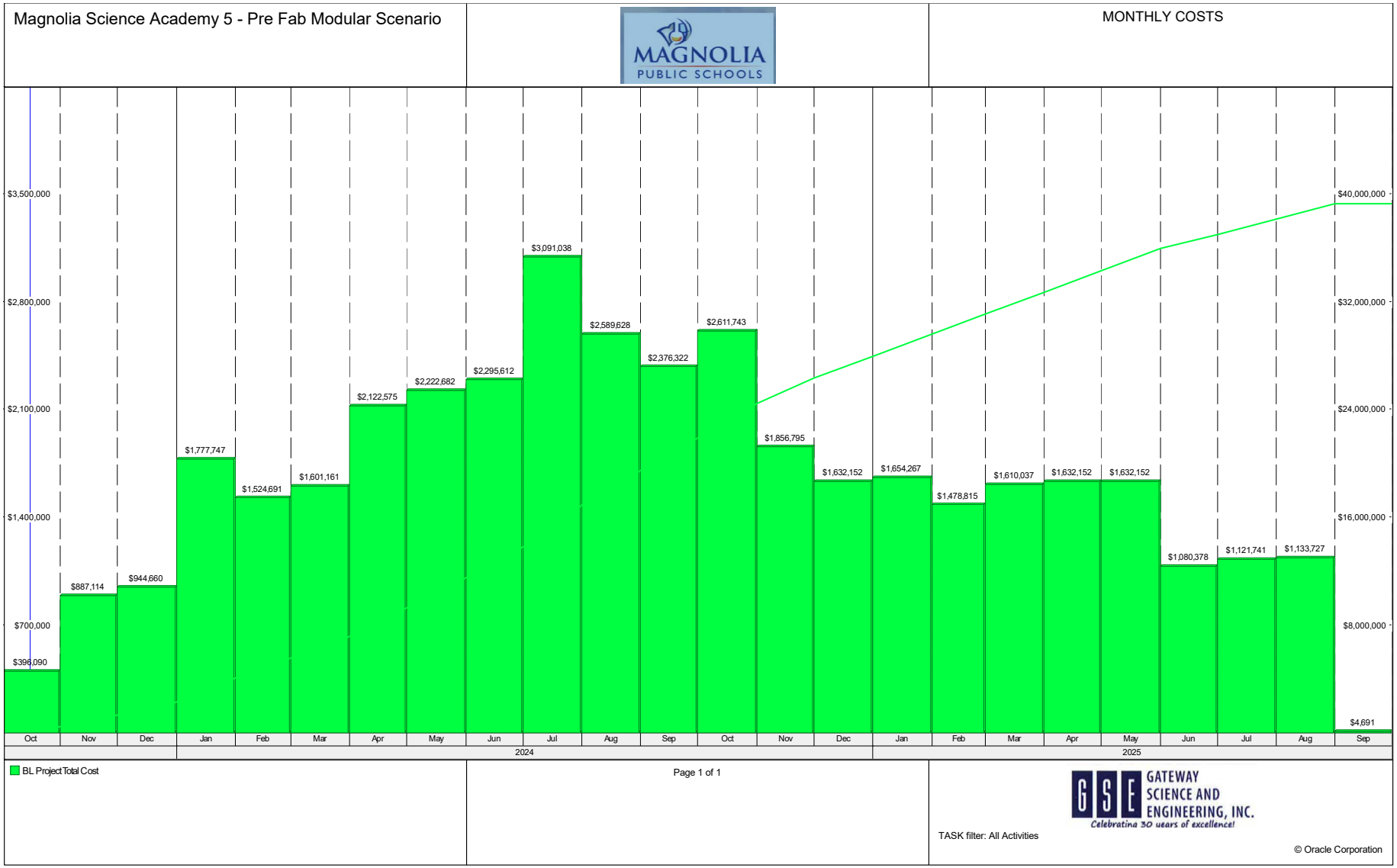
Page 1 of 1

GATEWAY SCIENCE AND ENGINEERING, INC.
Celebrating 30 years of excellence!

TASK filter: All Activities

***Note:** *This preliminary schedule is formulated using data supplied by Magnolia, with adaptations made to accommodate requested information. Due to time constraints, the Value Engineering (VE) options proposed on the previous page are not reflected on the schedule due the level of detail required to reflect the savings. It's crucial to emphasize that these timelines are preliminary in nature and should not be considered as accurate projections. They hold no contractual binding in terms of timelines or commitments. This schedule has been crafted exclusively for the purpose of discussion, and the actual construction timelines will be contingent upon various factors. These include the information provided by you, our valued client, the Architect's approved timeline, DSA's final timeline, and the awarded Prime Contractor's feasibility schedule*

Estimated Monthly Construction Expenditures**



Note: *It's essential to emphasize that these monthly financial expenditures are purely intended for discussion purposes at this stage and do not reflect the Value Engineering Savings due to the level of detail required and time constraints. They should not be construed as accurate projections, and they carry no contractual binding or expectations. Actual construction expenditures and projections may vary, depending on the final approved design, the scope of construction management, Magnolia's approvals to changes in approach, modifications etc. These figures may fluctuate, potentially being either higher or lower based on these crucial project factors.*

Part 2

Estimated Schedule and Cost Estimate for
Scope Reduction Approach

Please be aware that the contents within this document represent rough approximations of probable costs and timeframes, and they are strictly intended for preliminary discussion purposes. These estimates are entirely blind and do not reflect any definitive or binding figures. Furthermore, they do not create any contractual obligations regarding the estimates or project schedule.

A more precise and detailed scope, including accurate cost estimates and timelines, will be meticulously developed once we secure the project. This process will incorporate critical input from our client, as well as alignment with all project stakeholders, to ensure that the final proposal accurately reflects the project's requirements and expectations.

Mag 5 School Construction Cost Estimates (Existing)

Item	Description		Total
1	Site Work Increment 1		$2,468,800
2	Site Work Increment 2		$2,331,692
3	Site Built Academic Building		$29,978,961
4	CMU Gym		$6,452,779
	Subtotal Direct Cost Of Base Bid		$41,232,231
	Contractor Allowances	1%	$1,360,000
	Subtotal Hard Costs		$42,592,231
	Cm Costs (Includes Reimbursables)		$2,182,550
	Total		**$44,774,781**

Additional VE Proposed (Includes Mark-Ups) (High-Level)

Defer Gym To Future Date ..... $(6,452,779)
Defer Solar (Recommend: PPA or EAAS+) ..... $(548,380)
Reduce Landscape ..... $(92,653)
Adjust Hardscape (No Color- Grey W/Broom Finish) ..... $(56,522)
Add Exterior Playcourt In Place Of Gym $105,625
Delete Exterior Stairs And Deck ..... $(200,554)
Delete Exterior Screens And Sunshade ..... $(1,292,427)

Est. Total Proposed VE ..... **$(8,537,689)**

Est. Cost with Proposed VE Accepted

Total Estimated Site Built minus VE Options	**$36,237,092**

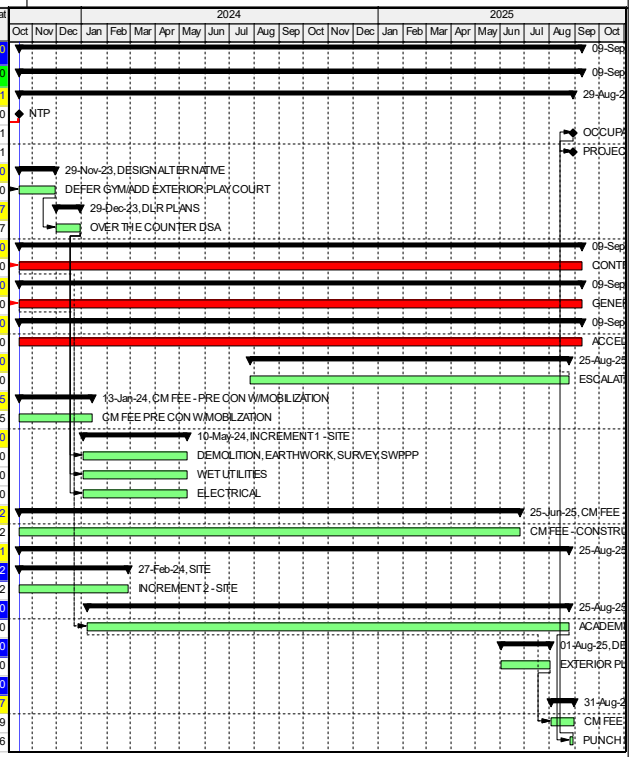
+*PPA (Power Purchase Agreements, EAAS (Energy-as-a-Services)*

Preliminary Schedule***

Magnolia Science Academy 5 - Stick Built: Scope Reduction to Existing Design

BUDGET COSTS / REMAINING COST
DOES NOT INCLUDE VE SAVINGS
WITH DEFERED GYM

#	Activity ID	Activity Name	Original Duration	Remaining Duration	Start	Finish	Budgeted Total Cost	Remaining Total Cost	Total Float
1	Total		497	497	16-Oct-23	09-Sep-25	$38,152,031	$38,152,031	0
2	Magnolia Science Academy 5 - Stick Built: Scope Reduction to Existing Design		497	497	16-Oct-23	09-Sep-25	$38,152,031	$38,152,031	0
3	MILESTONE		684	684	16-Oct-23	29-Aug-25	$0	$0	11
4	A1000	NTP	0	0	16-Oct-23		$0	$0	0
5	A9900	OCCUPANCY	0	0		29-Aug-25	$0	$0	11
6	A9999	PROJECT COMPLETION	0	0		29-Aug-25	$0	$0	11
7	DESIGN ALTERNATIVE		30	30	16-Oct-23	29-Nov-23	$311,857	$311,857	330
8	A1010	DEFER GYM/ADD EXTERIOR PLAY COURT	30	30	16-Oct-23	29-Nov-23	$311,857	$311,857	330
9	DLR PLANS		30	30	30-Nov-23	29-Dec-23	$0	$0	487
10	A1020	OVER THE COUNTER DSA	30	30	30-Nov-23	29-Dec-23	$0	$0	487
11	CONTRACTOR ALLOWANCES		472	472	16-Oct-23	09-Sep-25	$1,220,000	$1,220,000	0
12	A10040	CONTRACTOR ALLOWANCES	472	472	16-Oct-23	09-Sep-25	$1,220,000	$1,220,000	0
13	GENERAL CONDITIONS		472	472	16-Oct-23	09-Sep-25	$324,748	$324,748	0
14	A10050	GENERAL CONDITIONS	472	472	16-Oct-23	09-Sep-25	$324,748	$324,748	0
15	ACCELERATED SCHEDULE PREMIUM		472	472	16-Oct-23	09-Sep-25	$2,416,208	$2,416,208	0
16	A10080	ACCELERATED SCHEDULE PREMIUM	472	472	16-Oct-23	09-Sep-25	$2,416,208	$2,416,208	0
17	ESCALATION TO MOC, 7/27/24		395	395	27-Jul-24	25-Aug-25	$2,758,845	$2,758,845	0
18	A10090	ESCALATION TO MOC, 7.27.24	395	395	27-Jul-24*	25-Aug-25	$2,758,845	$2,758,845	0
19	CM FEE - PRE CON W/MOBILIZATION		90	90	16-Oct-23	13-Jan-24	$308,500	$308,500	605
20	A10100	CM FEE PRE CON W/MOBILIZATION	90	90	16-Oct-23	13-Jan-24	$308,500	$308,500	605
21	INCREMENT 1 - SITE		91	91	02-Jan-24	10-May-24	$2,055,895	$2,055,895	330
22	A10010	DEMOLITION, EARTHWORK, SURVEY, SWPPP	91	91	02-Jan-24	10-May-24	$2,055,895	$2,055,895	330
23	A10020	WET UTILITIES	91	91	02-Jan-24	10-May-24	$0	$0	330
24	A10030	ELECTRICAL	91	91	02-Jan-24	10-May-24	$0	$0	330
25	CM FEE - CONSTRUCTION		420	420	16-Oct-23	25-Jun-25	$1,497,500	$1,497,500	52
26	A10110	CM FEE - CONSTRUCTION	420	420	16-Oct-23	25-Jun-25	$1,497,500	$1,497,500	52
27	INCREMENT 2 - CONSTRUCTION		486	486	16-Oct-23	25-Aug-25	$26,994,678	$26,994,678	11
28	SITE		90	90	16-Oct-23	27-Feb-24	$1,941,718	$1,941,718	382
29	A10060	INCREMENT 2 - SITE	90	90	16-Oct-23	27-Feb-24	$1,941,718	$1,941,718	382
30	ACADEMIC BUILDING		407	407	08-Jan-24	25-Aug-25	$24,965,003	$24,965,003	0
31	A1040	ACADEMIC BUILDING	407	407	08-Jan-24*	25-Aug-25	$24,965,003	$24,965,003	0
32	DEFERRED GYM		43	43	02-Jun-25	01-Aug-25	$87,957	$87,957	0
33	A10070	EXTERIOR PLAY COURT	43	43	02-Jun-25*	01-Aug-25	$87,957	$87,957	0
34	CM FEE - CLOSEOUT		0	0			$0	$0	0
35	CLOSEOUT		20	20	02-Aug-25	31-Aug-25	$263,800	$263,800	7
36	A10120	CM FEE - CLOSE OUT, OCCUPANCY AND WARRANTY	30	30	02-Aug-25	31-Aug-25	$263,800	$263,800	9
37	A10000	PUNCH LIST & CLEAN-UP	4	4	26-Aug-25	29-Aug-25	$0	$0	6



Actual Work
Remaining Work
Critical Remaining Work
Milestone
Summary

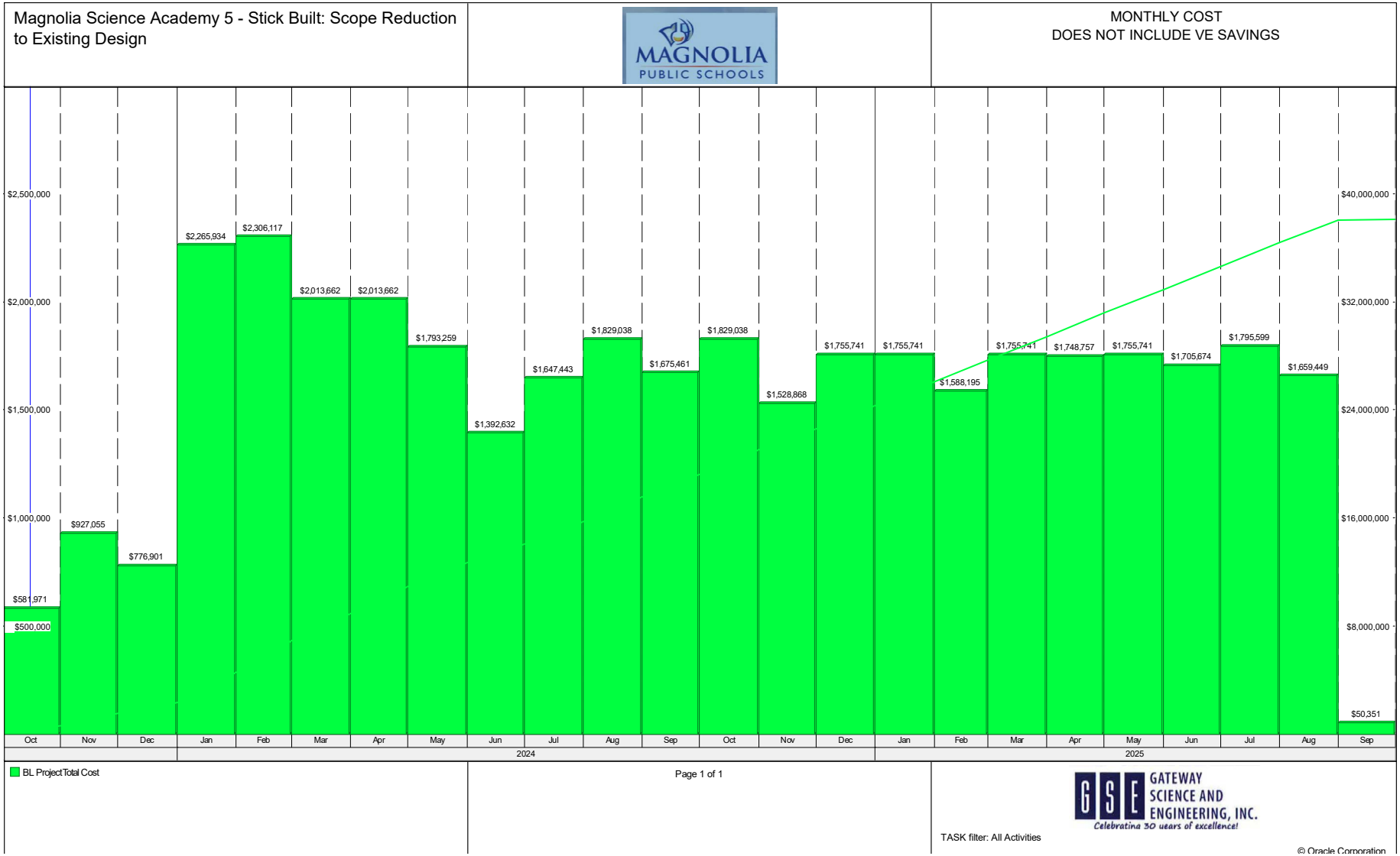
Page 1 of 1

TASK filter: All Activities

GATEWAY SCIENCE AND ENGINEERING, INC.
Celebrating 30 years of excellence!

***Note:** *This preliminary schedule is formulated using data supplied by Magnolia, with adaptations made to accommodate requested information. Due to time constraints, the Value Engineering (VE) options proposed on the previous page are not reflected on the schedule due the level of detail required to reflect the savings. It's crucial to emphasize that these timelines are preliminary in nature and should not be considered as accurate projections. They hold no contractual binding in terms of timelines or commitments. This schedule has been crafted exclusively for the purpose of discussion, and the actual construction timelines will be contingent upon various factors. These include the information provided by you, our valued client, the Architect's approved timeline, DSA's final timeline, and the awarded Prime Contractor's feasibility schedule.*

Estimated Monthly Construction Expenditures****



*****Note:** *It's essential to emphasize that these monthly financial expenditures are purely intended for discussion purposes at this stage and do not reflect the Value Engineering Savings due to the level of detail required and time constraints. They should not be construed as accurate projections, and they carry no contractual binding or expectations. Actual construction expenditures and projections may vary, depending on the final approved design, the scope of construction management, Magnolia's approvals to changes in approach, modifications etc. These figures may fluctuate, potentially being either higher or lower based on these crucial project factors.*

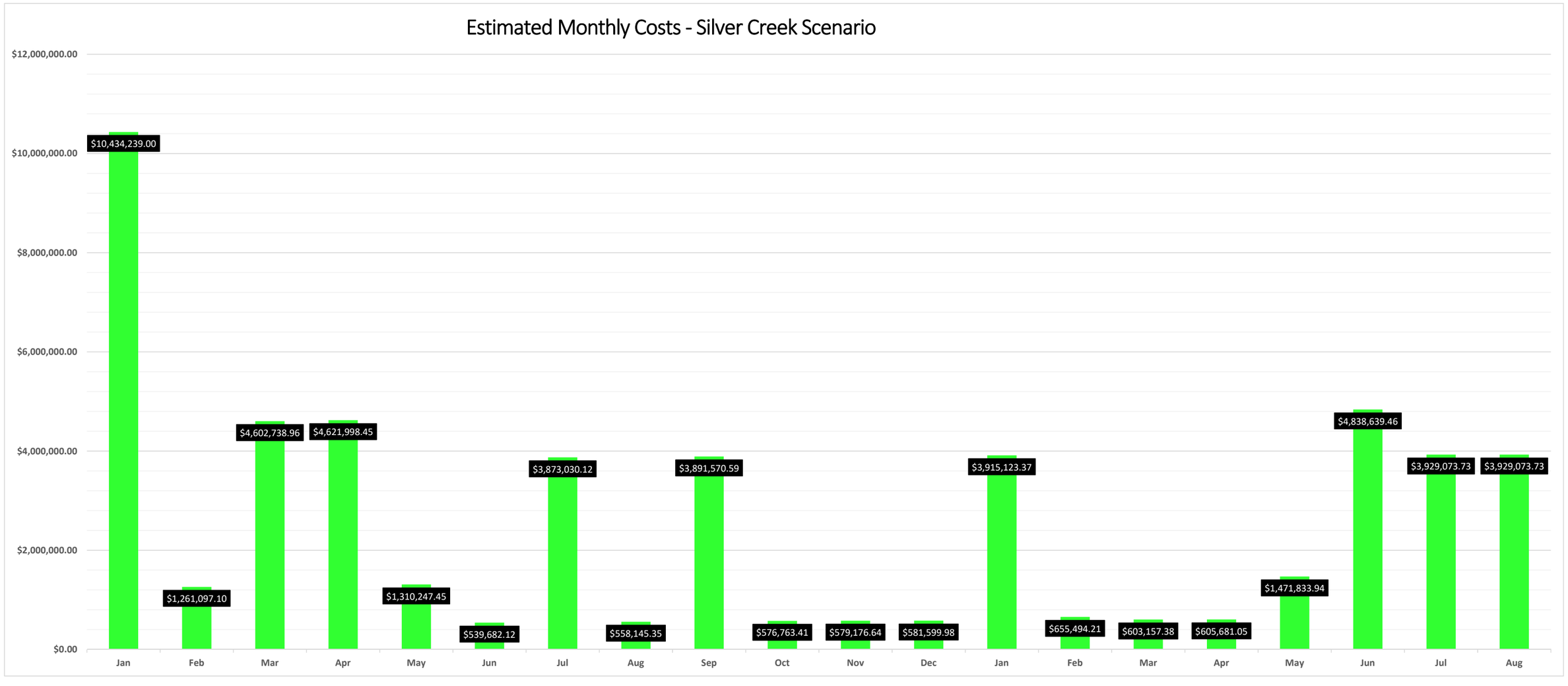
EXHIBIT E-1

GSE Budget, Timeline and Cashflow for Modular Off-Site Steel Frame Construction, With Delivery by July 15, 2024

MSA 5 Construction Options

	Scenario 1	Scenario 2	Scenario 3	Scenario 4	Scenario 5
	Basic DLR Original Design R1	Basic DLR Original Design R2 Modified	Gateway Preliminary with Value Engineering (Silver Creek)	Gateway Preliminary without Value Engineering (IMod)	Worst Case without Value Engineering but with Exclusion Estimates
# Students	550	550	550	550	550
Development Time (Mo)	22	18	18	18	18
Project Costs					
Acquisition Costs	$ 10,434,239	$ 10,434,239	$ 10,434,239	$ 10,434,239	$ 10,434,239
Magnolia Soft Costs	$ 3,600,000	$ 3,600,000	$ 3,600,000	$ 3,600,000	$ 3,600,000
Owner's Contingency	$ 2,000,000	$ 2,000,000	$ 2,000,000	$ 2,000,000	$ 2,000,000
Financing Costs (CLI Capital)	$ 1,910,934	$ 1,910,934	$ 1,910,934	$ 1,910,934	$ 1,910,934
Financing Costs (Banc of California)	$ 1,121,172	$ 1,121,172	$ 1,121,172	$ 1,121,172	$ 1,121,172
Erikson Hall payment total	$ 296,577	$ 296,577	$ 296,577	$ 296,577	$ 296,577
CM Costs	$ 2,182,550	$ 2,182,550	$ 2,182,550	$ 2,182,550	$ 2,182,550
Subtotal	**$21,545,472**	**$21,545,472**	**$21,545,472**	**$21,545,472**	**$21,545,472**
Development Costs					
Sitework	$ 4,800,491	$ 5,578,060	$ 4,636,884	$ 4,636,884	$ 5,660,731
Classroom Bldg (CM)	$ 29,978,961	$ 29,978,961	$ -	$ -	$ -
Classroom Bldg (Modular)		$ -	$ 27,068,437	$ 16,986,000	$ 29,501,074
Gym Bldg	$ 6,665,146	$ 7,614,279	$ 6,268,785	$ 6,268,785	$ 7,667,500
Play Area	$ -	$ -	$ 219,400	$ -	$ 219,400
FF&E	$ 453,575	$ 453,575	$ 453,575	$ 453,575	$ 453,575
Miscellaneous	$ -	$ -	$ 50,000	$ 175,000	$ 50,000
Subtotal	**$41,898,173**	**$43,624,875**	**$38,697,081**	**$28,520,244**	**$43,552,280**
Total Est Development Cost w/ Gym	**$63,443,645**	**$65,170,347**	**$60,242,553**	**$50,065,716**	**$65,097,752**
State Award Amount	$ 50,832,332	$ 50,832,332	$ 50,832,332	$ 50,832,332	$ 50,832,332
Surplus/Deficit w/ Gym	**(12,611,313)**	**(14,338,015)**	**(9,410,221)**	**766,616**	**(14,265,420)**
Total Est Development Cost w/o Gym	**$56,778,499**	**$57,556,068**	**$53,973,768**	**$43,796,931**	**$57,430,252**
Available Fund	$ 50,832,332	$ 50,832,332	$ 50,832,332	$ 50,832,332	$ 50,832,332
Surplus/Deficit w/o Gym	**(5,946,167)**	**(6,723,736)**	**(3,141,436)**	**7,035,401**	**(6,597,920)**

Option #3



**This preliminary schedule is formulated using data supplied by Magnolia and Silver Creek with adaptations made to accommodate the requested information. Assumptions are based on the representations made by others. Due to time constraints and lack of available information, the entirety of Value Engineering (VE) options (savings) proposed are not reflected on the schedule of values. It's crucial to emphasize that these timelines and cost values are preliminary in nature and should not be considered final. They hold no contractual binding in terms of timelines or commitments. This schedule has been crafted exclusively for the purpose of discussion, and the actual construction timelines will be contingent upon various factors. These include the information provided by you, our valued client, the Architect's approved timeline, DSA's final timeline, any requested value engineering, design revisions, and the awarded Prime Contractor and Specialty Trade's bids and feasibility schedule.